

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **137 Heritage Woods Drive, Akron, Ohio 44321** (address of school) (“**School**”) in **Summit County**, Ohio; and

WHEREAS, the **School** is located in the **Revere Local School District** (school district); and

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

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

## **ARTICLE I**

### **Purpose**

1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, enter into a contract with a sponsor, acquire facilities as needed, and contract for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The School Governing Authority is responsible for the management and administration of the School. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.3 below.

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

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation on or after July 1, 2024, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit confirmation of the submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within seven (7) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law and in accordance with the written agreement entered into with the Department of Education and Workforce under division (B) of the Ohio Revised Code Section 3314.015, including:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
  - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.017 and any other analysis conducted by the Department of Education and Workforce on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report; and
  - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7 below*); and
- (d) Take steps to intervene in the School's operation to correct problems in the School's overall performance
  - i. If necessary, and appropriate, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
  - ii. Provided the **Sponsor** provides prior written notice to the **School Governing Authority**, and a reasonable opportunity to cure, the **Sponsor** may take over the operation of the **School** and may remove or replace **School Governing Authority** members should the **School Governing Authority** or any of its

members: (i) materially and substantially modify the operations of the school without approval from the **Sponsor** where such approval is required by law or by this Charter; (ii) abandon or be in material breach of its duties hereunder or at law, or (iii) for other good cause.

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

- iii. If necessary, and appropriate, suspend the operation of the school pursuant to Ohio Revised Code section 3314.072 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
  - iv. If necessary, and appropriate terminate the contract of the school pursuant to Ohio Revised Code section 3314.07 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
- (e) Monitor and evaluate the **School**’s fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or closes before the end of the school year;
- (i) Upon learning of financial difficulties the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
  - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and

- (f) Provide assurances in writing to the department of education not later than ten (10) business days prior to the opening of the school's first year of operation or, if the **School** is not an internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building as required in R.C. Section 3314.19; and
- (g) Abide by the requirements in the **Sponsor's** contract with the Department of Education and Workforce, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the **School**;
- (i) Oversee the **School's** closure; and
- (j) Have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

## ARTICLE II

### School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors or "Board") must contain at least five (5) Directors ("Directors" or "members"), who are not owners, employees, or consultants or immediate relatives of owners, employees or consultants, of the **School's** operator or the **Sponsor**. Further, **School Governing Authority** members shall comply with R.C. 102.03, 2921.42 and 2921.43.

The **School** shall maintain and provide to the **Sponsor** a roster of the current Governing Authority members. The roster must include information used for Governing Authority business, including each member's name, mailing address (not the school's address), phone number, and email address. Current resumes for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within seven (7) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the School Governing Authority's approved policy or resolution.

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** prior to May 31<sup>st</sup>.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the

**School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1<sup>st</sup> of each school year. Any changes to the meeting schedule must be communicated within ten (10) business days of the change being approved.

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

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training, unless otherwise waived by the **Sponsor**. If the member chooses to complete the training offered by the **Sponsor**, which training shall be free of charge and offered in such a manner that the member may participate remotely, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length or such other time that may be approved by the **Sponsor**. The member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** reasonable discretion (provided training is offered by the **Sponsor** free of charge). If additional training is required, the training will be presented at the board meetings or electronically with advance notice provided to all **Governing Authority** members. If the training is provided electronically, the **Governing Authority** members will have thirty (30) days to view the training.

2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all **School Governing Authority Members** are required to obtain a criminal background check, in the manner prescribed in Ohio Revised Code Section 3319.39, free of disqualifying offenses, including both a BCII and a FBI. The BCII and FBI background checks must have been completed within one (1) year prior to the **School Governing Authority Member** being appointed to the **School Governing Authority**. A potential **School Governing Authority** member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCII and FBI check has been submitted to the **Sponsor**. The **Sponsor** shall approve the potential **School Governing Authority** member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

2.4 **Material Adverse Effect.** The **School Governing Authority** shall deliver to the **Sponsor** promptly upon obtaining knowledge of any event or circumstance that could reasonably be

expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or
- (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or directly affecting the **School Governing Authority** or any property thereof (collectively "Proceedings") not previously disclosed in writing by the **School Governing Authority**; or
- (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject.

Written notice of any of the above must be submitted to the **Sponsor** no later than seven (7) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority**, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent promptly upon request by the **Sponsor**.

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

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to [financials@charterschoolspec.com](mailto:financials@charterschoolspec.com) no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The **Sponsor** shall provide a written report concerning the review of the financials to the **Governing Authority** and the fiscal officer. The reports submitted may be in a format determined by the

**School Governing Authority**, but must include, unless otherwise agreed to by the parties:

- (i) Cash Fund Report – a listing of all funds used showing the month’s and year’s activity and balances; and
- (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
- (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
- (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
- (v) Check Register – a listing of all checks for the month; and
- (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts; and
- (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30-day increments; and
- (viii) Enrollment Records – in the form of monthly FTEs; and
- (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

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

- (c) Signature on this document shall be evidence of granting read only access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Department of Education and Workforce, or other required governmental agencies.

- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the **School Governing Authority** so that the **Sponsor** may be discussed or to avoid inadvertent waiver of attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will abide by all confidentiality rules applicable to Board Members.
- (f) If the **School** shall receive comments or findings in its annual audit, the **School Governing Authority** shall have a post-audit conference. The **School Governing Authority** shall consult with the Sponsor prior to waiving the post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses to waive the conference.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. As required by law, the **School**, **School employees** and **School Governing Authority** shall attend training and receive technical assistance at the direction of the **Sponsor**. The **School Governing Authority** has the right to request and the **Sponsor** shall provide reasonable technical assistance or additional training in areas in which the **Sponsor** has knowledge provided the technical assistance is not the responsibility of the **School Governing Authority's** third-party vendors.

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

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

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

## **ARTICLE III**

### **Operations**

3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a copy of the transportation plan(s) provided by each local district that is responsible for transporting the **School's** students, in accordance with R.C. 3327.016. Under R.C. 3314.091, the **School Governing Authority** must notify the local traditional public school district if the



**School Governing Authority** will be accepting responsibility for student transportation. If the **School Governing Authority** has entered into an agreement with the local school district that designates the **School Governing Authority** as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.

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

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor** and receive approval from the **Sponsor** prior to making any change. If the **School Governing Authority** contemplates the termination of any operator during the term of this Charter, the **School Governing Authority** must provide "reasonable notice" and a "transition plan" to the **Sponsor** and receive approval from the **Sponsor**, prior to any proposed termination. In the event that a **School Governing Authority** fails to submit notice and receive approval prior to entering into a contract with an operator, changing an operator during the term of this Charter, or removing an operator, then the **Sponsor** may take steps to intervene in accordance with Section 1.4(d) of this Charter Agreement.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor's** approval of the proposed operator or the **School's** independent operation shall be received prior to execution or termination of a contract with the proposed or current operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within three (3) business days of execution. This contract shall be incorporated as [Attachment 3.2](#).

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

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

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

The **School Governing Authority** shall evaluate the performance of its operator. This evaluation shall occur annually, and a report of the evaluation shall be submitted to the **Sponsor by October 30<sup>th</sup>** of each year excluding the first year of operation or within forty-five days after the release of the local report card by the Ohio Department of Education, whichever is later.

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

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

3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30<sup>th</sup> of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the school fails to open by the thirtieth (30<sup>th</sup>) day of September, or within one (1) year after the adoption of the contract pursuant to division (D) of section 3314.02 of the Revised Code if the mission of the **School** is solely to serve dropouts, the contract shall be void.(A)(25) of section 3314.03 of the Revised Code, the charter shall be void.

3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610, and 5502.262, the **School Governing Authority or designee** shall submit to the director of public safety, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26 or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#) and shall be followed and may not be changed without the prior written notice to the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

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

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the **School** is located. Preference may also be given to eligible siblings of students attending the **School** the previous year and children of full-time staff members employed by the **School**, provided the total number of children of staff members receiving this preference is less than five percent of the **School’s** total enrollment. The lottery may be conducted by the **Governing Authority’s** designee, which may include the operator, and the designee shall comply with the lottery policy adopted by the **School Governing Authority**.

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

entrance and/or the Early Entrance Student Acceleration Policy for Advanced Learners as applicable.

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

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

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

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

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

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

3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. In the event the **School Governing Authority** fails to continue until the end of the approved school year, the **Sponsor** may take steps to intervene in accordance with Section 1.4(d) of this Charter Agreement.

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

3.15 **Enrollment and Residency Policy.** The **School Governing Authority** must adopt appropriate Enrollment and Residency Policies in accordance with applicable portions of sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code. The **School** shall annually submit to the Department of Education and Workforce and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. 5103.05.

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

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

- a. The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. The **School** shall provide upon request from the student or the student's parent or guardian such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the school; and
- b. The **School** shall provide a plan regarding how teachers will conduct visits with students throughout the school year. That plan shall be included as a part of Attachment 6.3, the **School's** Education Plan. The plan must include the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted. The visits may be conducted electronically; and
- c. The **School** will set up a central base of operation and the **Sponsor** will maintain a representative within fifty (50) miles of the base of operation to provide monitoring and assistance; and
- d. The **School** will annually prepare and submit to the Department of Education and Workforce a report that contains the following information:
  - (i) Classroom size;
  - (ii) The ratio of teachers to students per classroom which is currently limited to 1:125 and as this ratio may be updated pursuant to R.C. 3314.21(B)(3);
  - (iii) The number of student-teacher meetings conducted in person or by video conference; and
  - (iv) Any other information determined necessary by the Department of Education and Workforce.
- e. The **School** will complete the plan for providing special education and related services to students with disabilities as required by the Department of Education and Workforce pursuant to rules adopted under Ohio Revised Code 3314.28 and submit the completed plan to the **Sponsor** on or before the required date.
- f. No internet- or computer-based school shall be permitted to enroll more than one thousand (1,000) students within its first year and must maintain student maximum enrollment limits as described in R.C. 3314.20.

## ARTICLE IV

### Compliance With Laws

4.1 **Compliance with State Laws.** The School shall comply with the following sections of the Ohio Revised Code as applicable to the School's operations: 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings - exception), 149.43 (Availability of public records for inspection and copying), 2151.357 (Response respecting sealed records – index – limited inspection), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of assessments), 3301.0712 (College and work ready assessment systems), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, board); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.5318 (Mental health training for coaches), 3313.5319 (Cash payments at school-affiliated events), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6024 (reporting on prevention-focused programs), 3313.6025 (Instruction on proper interactions with peace officers), 3313.6026 (FASFA data sharing agreement); 3313.6028 (Literacy curriculum), 3313.6029 (Parental notification of student assessment results), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6413 (Free feminine hygiene products in schools), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal based on absences: removal from grades pre-k through three; civil immunity; decisions not to provide mental health services), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.669 (Threat assessment teams), 3313.6610 (Anonymous reporting programs), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Diabetes care), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7117 (Individualized seizure action plans), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods);

determination of nutritional value; software), 3313.86 (Health and safety review), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention, and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.0812 (Pre-service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (Student record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation); 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students; duties of board), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of an absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3322.20 (Ohio computer science promise program), 3322.24 (High school credit for courses under Ohio computer science promise program), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5502.703 (Ohio School Safety and Crisis Center), and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 2744 (Political Subdivision Tort Liability), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

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

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

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



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

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

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

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

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

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

## **ARTICLE V**

### **Facilities**

5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **137 Heritage Woods Drive, Akron, Ohio 44321**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within seven (7) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall timely be provided to the **Sponsor**. Any lease or sub-lease of the facility by any party, including the operator, must be documented in writing.

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

- (a) a detailed description of each facility used for instructional purposes; and

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

The facility will not be changed, and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and assessed by the **Sponsor**. In any material change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs. Unless the **School** is an internet- or computer-based school, if the **School** changes locations, adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Department of Education and Workforce at least ten (10) business days prior to the **School** using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

5.2 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until such time as the **Sponsor** has viewed all health and safety permits and permission to open has been granted as required by law. **Sponsor** shall have seven (7) business days to review the health and safety permits from the date the **School Governing Authority** notifies the **Sponsor** that such permits are available for review. Facilities will be maintained in a clean, healthy manner to the satisfaction of the proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

5.3 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority**, to the extent that the **School Governing Authority** owns the facility, is solely responsible for the sale, lease or other distribution of the facility.

## **ARTICLE VI**

### **Educational Program**

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum number of students as required by R.C. 3314.03(A)(11)(a) and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve **grades K-5 and ages 5-12.** The **School** shall provide the education plan template as provided by the **Sponsor** as Attachment 6.3 for all grades listed in this Charter. The education plan shall include the characteristics and ages of the students to be served, including

grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 If thirty (30) days prior to the first day of school, the **School** does not have documentation to support projected enrollment of at least seventy-five (75) students for Drop-Out Prevention and Recovery Schools or one-hundred (100) students for traditional community schools, the **School** shall not be permitted to open unless it will be managed by an operator that the **Sponsor** determines has sufficient resources and demonstrated successful support for a school with a low enrollment. If the **School** will be managed by an operator as determined, the **Sponsor** shall review the number of students enrolled, documentation of projected enrollment, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Department of Education and Workforce. If the **Sponsor** determines that the number of students enrolled, the projected enrollment and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** may require a guarantee of funding from the operator or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Department of Education and Workforce.

6.1.2 If the **School** is a traditional community school and its student enrollment is below one-hundred (100) students for sixty (60) or more consecutive days during the school year or if the **School** is a Drop-Out Prevention and Recovery School and its student enrollment is below seventy-five (75) students for sixty (60) or more consecutive days during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation or suspend the **School's** operations, provided the **Sponsor** follows the processes and procedures outlined in R.C. 3314.073, 3314.072, or such successor provision, and those processes and procedures included in this agreement.

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

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, focus of the curriculum and objectives and methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to Ohio's Learning Standards including English Language Arts and Mathematics, Science and Social Studies and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must

demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the educational programs that will be offered to students including both classroom based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2).

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Department of Education and Workforce. The **School Governing Authority** acknowledges that the **Sponsor** and the Department of Education and Workforce need to approve changes to the school calendar or bell schedule and agrees to provide notice to the **Sponsor** of changes to the school calendar or bell schedule in a timely manner. If applicable, the **School** will also consult with each local traditional school district that transports students to the **School**, provided the same is required by law or the Department of Education and Workforce. Approval shall not be unreasonably withheld, denied, or conditioned. Any changes made without this approval may result in a corrective action plan.

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

6.4 **Accountability Standards.** The **School's** academic(s) and non-academic goals shall be reflected in the **School's** school improvement plan approved by the **School Governing Authority**. During the first year a School enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that are intended to impact grade card performance and align to grade card components by October 15<sup>th</sup>. Schools are expected to report on its performance on these goals throughout the year. Each year, the **School** will be assessed on its performance on these goals and applicable local report card measures set forth in section 3302.03 or 3314.017 of the Revised Code, per the performance framework in [Attachment 6.4](#). A school may use its One Plan as defined in Section 7.4 as the school improvement plan.

If the **School** does not meet performance expectations as defined in [Attachment 6.4b](#) Intervention Status it will be placed in intervention status. The **School Governing Authority** and **Sponsor** acknowledge some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally

normed standardized assessments recognized by the Department of Education and Workforce as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Department of Education and Workforce as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30<sup>th</sup> of each school year. In addition to the required testing, the **School** must assess and keep benchmarks related to interim progress if required by the Department of Education and Workforce. The **School** must report the benchmarks required by Department of Education and Workforce to the **Sponsor**. All assessments required by the **Sponsor** are identified in [Attachment 6.5](#). The **School** and **School Governing Authority** shall also comply with all applicable provisions of the Every Student Succeeds Act (ESSA).

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

## **ARTICLE VII**

### **Reporting**

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the academic goals and performance standards of this Charter. The Annual Report shall include a statement from the **Sponsor**, its activities and standards. The **School** shall also post a copy of the **Sponsor's** annual report to the **School's** website by November 30.

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

7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such other site visits or other impromptu visits as the **Sponsor** reasonably deems advisable or necessary. The **Sponsor** agrees to use its best efforts to limit-disruptions to education during said visits.

7.4 One Plan, One Needs Assessment and One Plan Checklist. The New Community School Checklist, One Needs Assessment and One Plan of the **School**, if applicable, shall be submitted to the **Sponsor**.

## ARTICLE VIII

### Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3314.03, and 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, the **School** will pay teachers based upon performance in accordance with Ohio Revised Code section 3317.141 and will comply with Ohio Revised Code section 3319.111 as if it were a school district. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught, and the teacher's licensure or certification granted by the Department of Education and Workforce, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom, unless the **School** is approved as an internet- or computer-based school and then the ratio will be in accordance with Section 3.17 of this Charter. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1. To the extent state licensure requirements change during the term of this Charter, the **School** shall comply with state licensure standards and shall not be required to comply with licensure requirements contained in this section, to the extent they conflict. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**.. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff as [Attachment 8.1](#).

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

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

8.2 **Staff Evaluation.** The **School** must use the Ohio Teacher Evaluation System (OTES) and the Ohio Principal Evaluation System (OPES) process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards,

student performance measures (as defined by the Department of Education and Workforce), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Department of Education and Workforce, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the operator shall undergo appropriate training/credentialing by the Department of Education and Workforce and be responsible for evaluating the principal/superintendent.

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

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

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position as may be required by R.C. 3319.39. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

All vendors and contractors providing essential services, as those services are defined in R.C. 3314.41, shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D) and 3314.41.

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

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

## ARTICLE IX

### Finance

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

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

9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

9.2.2 By the end of the first year of the Charter, the **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.

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

9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall



adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Department of Education and Workforce. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.

9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within seven (7) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.

9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of the total amount of payments for operating expenses received by the School from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Prior to submitting an invoice for sponsorship services each month, **Sponsor** shall review the Community School Statement of Settlement, and make adjustments to its billing as necessary to prevent any overpayment of sponsorship fees. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. The Governing Authority shall not be responsible for delays in payments to the **Sponsor** that result from actions taken by the **School's** bank or from any failure on the part of the **Sponsor** to provide sufficient information to the **School's** bank to enable automatic ACH debits. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, or ten (10) business days after the **School's** fiscal officer's receipt of the **Sponsor's** monthly invoice, whichever is later, in order to allow the **School's** fiscal officer time to review and/or dispute the amount to be debited. If the **School** should close and provided it is permitted under law, payments to the **Sponsor** shall be made in full after all retirement funds of school employees and salary obligations have been fulfilled to **School** employees. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Department of Education and Workforce or the Auditor of State.

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

## **ARTICLE X**

### **Insurance/Indemnification**

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

10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, reasonable attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter; and
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities including without limitation, actions resulting in injury, death or loss to person or property by persons authorized by the **School Governing Authority** under ORC 2923.122(D)(1)(d) to convey or possess deadly weapons or a dangerous ordnance into a school safety zone; and
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter by the **School Governing Authority**; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties on account of the **School** and/or **School Governing Authority**; and

- (d) As to the indemnification and hold harmless, but not the duty to defend, any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** if the legal proceeding or action is found to be without merit, or is dismissed, and the right to appeal such judgment or order has been exhausted or has expired.

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

## **ARTICLE XI**

### **General Provisions**

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

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

11.3 **Access to Records.** The **School** and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”) and 34 *CFR* Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to **Sponsor** and designee personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor’s** employees and **Sponsor’s** designee’s employees, Full and Complete Access as defined hereinafter to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Department of Education and Workforce or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School**

and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

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

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

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Department of Education and Workforce to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(E) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, assume the operation of the **School**, including replacing the entire School Governing Authority or any member of the School Governing Authority, in accordance with Section 1.4 of this Charter and R.C. 3314.073(B), suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Department of Education and Workforce may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127<sup>th</sup> General Assembly for the period of that law's duration.

(g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.

(h) If the **School** closes, the **School's** operator or the **School's** chief administrative officer shall in good faith take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

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

11.6 **Term.** This Charter shall be for a term of **six (6) years commencing on July 1, 2024 and ending on June 30, 2030.** During the **2029-2030** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**, which shall occur prior to any contract renewal or at least every five years, whichever comes first. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4.**

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

11.6.2 Even though schools may be granted safe harbor from closure under R. C. 3314.35, the provisions in this section 11.6 do not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

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

(a) Within the term of this charter, the **School** may be permanently closed if the Department of Education and Workforce determines that the condition(s) outlined in ORC 3314.35 have been met;

(b) If the **School** receives a rating of 2 Stars [Meets] in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent. The **School** may be eligible for reconsideration if the renewal decision aligns with the **Sponsor's** renewal evaluation

process and National Sponsoring Standards. After the **School** is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.

- i) **Imagine Leadership Academy**
- ii) **Arrowhead Primary Elementary School**
- iii) **Schumacher Community Learning Center**
- iv) **Judith A Resnik Community Learning Center**
- v) **Portage Path Community Learning Center**

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

For all schools that are offered a new charter agreement, the new charter agreement is being offered based upon the prior performance of the **School**, and if the **School** is currently utilizing the services of an operator, this renewal is being offered upon the anticipated continual services of that operator for the entire length of the new charter agreement being offered. If the **School** intends to change the operator after the renewal decision is made, the **School** shall follow the process included in Section 3.2.

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

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

- (a) After the high stakes review, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
  - i) Failure to meet student performance requirements stated in this Charter;
  - ii) Failure to meet generally accepted standards fiscal management;

- iii) Violation of any provision of this Charter or applicable state or federal law;
- iv) Other good cause.

By January 15<sup>th</sup> of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

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

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

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

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

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

Under R.C. 3314.072(E)(1), if the **School Governing Authority** fails to provide a proposal to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30<sup>th</sup>) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

11.11 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause.

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

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

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

- (a) ninety (90) days following the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as prescribed in R.C. 3314.07(B)(3);  
or
- (b) if an informal hearing is requested under R.C. 3314.07(B)(3) and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

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



11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for the **Sponsor** to take steps to intervene in accordance with Section 1.4(d) of this Charter Agreement. Timeliness is defined as an answer in writing within seven (7) business days (unless another time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

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

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

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

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

The **Sponsor** agrees that to the extent that the **School** or **School Governing Authority** is required to provide notice regarding or copies of updated policies or attachments not otherwise requiring a charter modification and the same is disseminated and approved at an open meeting of the **School Governing Authority** at which a **Sponsor** representative is present, **Sponsor** will consider any notice required to be provided to it by the **School** or **School Governing Authority** to have been satisfactorily provided by the **School** or **School Governing Authority**.

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

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

11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing,

authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the **School** and be based on best practices provided by NACSA with a commitment to growth and progress. The **School Governing Authority** acknowledges that it is anticipated that the **Sponsor** could update this Charter at any time to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the **School** understands that modification may be necessary during the Term of this Charter. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

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

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

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

[Signatures on Following Page]

Executed this 8th day of May, 2024 in Hamilton, Ohio.

Sponsor  
St Aloysius

School Governing Authority of  
Northeast Ohio Classical Academy

By: DocuSigned by:  
John Barclay  
D068D4AADCA443B...  
\_\_\_\_\_  
(Name)

By: M. Tracy  
\_\_\_\_\_  
(Name)

Its: President and CEO  
\_\_\_\_\_  
(Title)

Its: FOUNDING BOARD PRESIDENT  
\_\_\_\_\_  
(Title)

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

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
09/29/2021	202127201472	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

**Receipt**

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

RANDAZZO LAW OFFICES, LLC  
6555 DEAN MEMORIAL PARKWAY  
BOSTON HEIGHTS, OH 44236

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose  
4751655**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**NORTHEAST OHIO CLASSICAL ACADEMY**

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

Document(s)

**DOMESTIC NONPROFIT CORP - ARTICLES**

Effective Date: 09/29/2021

Document No(s):

**202127201472**



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  
29th day of September, A.D. 2021.

**Ohio Secretary of State**

Form 532B Prescribed by:

Date Electronically Filed: 9/29/2021



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

[OhioSoS.gov](http://OhioSoS.gov) | [business@OhioSoS.gov](mailto:business@OhioSoS.gov)

File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

**Initial Articles of Incorporation**  
**(Nonprofit, Domestic Corporation)**  
**Filing Fee: \$99**  
**(114-ARN)**  
**Form Must Be Typed**

**First:** Name of Corporation

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

City

State

County

**Optional:** Effective Date (MM/DD/YYYY)

(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. \*\*

### Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Northeast Ohio Classical Academy

(Name of Corporation)

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:

ROBERT ANTHONY

(Name of Statutory Agent)

6028 MINT HILL DR.

(Mailing Address)

MEDINA

(Mailing City)

OH

(Mailing State)

44256

(Mailing ZIP Code)

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

ROBERT ANTHONY

(Signature)

(Signature)

(Signature)

### Acceptance of Appointment

The Undersigned, ROBERT ANTHONY, named herein as the  
(Name of Statutory Agent)

Statutory agent for Northeast Ohio Classical Academy  
(Name of Corporation)

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

Statutory Agent Signature ROBERT ANTHONY

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

**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).

ROBERT ANTHONY

Signature

By (if applicable)

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.

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 business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

**EXHIBIT A****THIRD:**

THE Corporation is organized exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or any corresponding provisions of an Ohio Community School pursuant to Chapter 3314 of the Ohio Revised Code. 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 taxation under 501(c)(3) of the Code or successor provision. The Corporation shall not engage in any activities which are not in furtherance of the charitable and educational purposes set forth in this Article THIRD.

**FOURTH:**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private individuals, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes set forth in Article THIRD above.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, lobbying, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

The Corporation shall not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or corresponding provision of any subsequent Federal tax laws.

Notwithstanding any other provision in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization exempt from federal tax under Code Section 501(c)(3).

**FIFTH:**

Upon the dissolution of the Corporation, all of its remaining assets, after payment of or provision for the liabilities of the Corporation, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or successor provision, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.





**Attachment 1.3: Board Bylaws**  
**AMENDED AND RESTATED BYLAWS**  
**OF**  
**NORTHEAST OHIO CLASSICAL ACADEMY**

**ARTICLE I**  
**NAME; LEGAL STATUS**

**1.1. Name, Location and Address.** The name of the Corporation is Northeast Ohio Classical Academy (hereafter referred to as “Corporation”), and the name of the charter school governed by the Corporation is the Northeast Ohio Classical Academy (hereafter referred to as the “School”). The Corporation may at any time and from time to time change the location of its principal office, though the Corporation expects to maintain its principal address at the School. The School is located at 137 Heritage Woods Drive, Copley OH 44321.

**1.2. Legal Status.** The Corporation is a nonprofit entity under Ohio law. It exists in order to create, promote, and govern the operations of the School. The School is a public charter School pursuant to ORC Chapter 3314.

**ARTICLE II**  
**PURPOSE**

**2.1. Purpose.** The Corporation is an Ohio public benefit corporation organized exclusively for charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or any corresponding provisions of an Ohio Community School pursuant to Chapter 3314 of the Ohio Revised Code. 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 the federal income tax under section 501(c)(3) of the Internal Revenue Code or successor provision. The Corporation shall not engage in any activities which are not in furtherance of the charitable and educational purposes set forth above.

**ARTICLE III**  
**MEMBERS**

**3.1. No Members.** The Corporation shall have no members. Any action which would otherwise by law require approval by members shall require only approval of the Board of Directors. All rights shall vest in the Board of Directors.

**ARTICLE IV**  
**DIRECTORS; OFFICERS**

**4.1. Definition.** The Corporation shall be governed by its Directors; as a body the Directors constitute the Board of Directors (hereafter referred to as “Board”).

**4.2. Duties of Directors and Officers and Reliance on Information.** A Director or Officer shall perform all duties as such in good faith, in a manner reasonably believed to be in or not opposed to the best interests of the Corporation, and with the care that an ordinary prudent person in a like position would use under similar circumstances.

A Director or Officer may rely on information, opinions, and reports prepared by others reasonably believed to be reliable and competent in matters prepared or presented.

**4.3. Powers and Duties.** Without prejudice to its general powers, but subject to the same limitations set forth herein, the Board shall have, in addition to any other powers enumerated in these Bylaws and permitted by law, the power to conduct, govern, oversee, and control the affairs and activities of the Corporation and to make such rules, policies, and regulations therefore which are not inconsistent with law, the Corporation's Articles of Incorporation or these Bylaws.

**4.4. Number, Election, Tenure, Qualifications, and Requirements of Directors.** The number of Directors shall be a range consisting of no fewer than five (5) but not more than nine (9) persons. The Board shall fix the exact number of Directors, within these limits, by Board resolution or by amendment of the Bylaws, excepting that the number can only be increased by a two-thirds (2/3) vote of current directors. At no time shall more than two (2) Directors be parents of students attending the School.

a. The Directors of the Board shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified, except in cases of resignation or removal. All Directors of the Board must be approved by a two-thirds (2/3) vote of the Directors then in office.

b. Terms shall be staggered so that no more than half of the Board shall be up for election in any one year, unless a vacancy needs to be filled. When the term of a Director has expired or when a Director resigns or has been removed, the remaining Directors shall elect a new Director to fill the vacancy. Full terms are for no more than three (3) years; when a Director fills a vacancy, they are elected to serve the remainder of the replaced Director's three-year term.

c. Newly created Directorships resulting from an increase in the number of Directors and vacancies occurring in the Board for any reason, may be filled by a vote of the majority of the Directors then in office.

d. Each Director must be an individual person who is twenty-five (25) years of age or older. Qualifications for Board Directorship shall include but not be limited to: (a) enthusiasm for the School and conviction in its purpose as described in these Bylaws; (b) agreement to abide by an established Board code of conduct and to comport themselves prudently and ethically, holding themselves accountable to good governance and public fiduciary and stewardship practices; (c) commitment to professional development and the completion of any state requirements for training or development; (d) special skills to address specific oversight and needs of the School; (e) willingness to accept and support decisions democratically made; and (f) ability to represent the School to the community when needed.

e. Each Director shall attend at least eight (8) regular monthly meetings of the Board per year. Failure to attend the minimum number of regular meetings may constitute cause for removal.

f. A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors. The Board may by resolution adopted by the vote of a majority of the Directors declare vacant the office of a Director who has been declared of unsound mind by

an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under state law. Whenever any vacancy occurs in the Board, it shall be filled without undue delay by a majority vote of the current Directors at a regular or special meeting of the Board.

g. Directors are limited to two (2) consecutive terms of office, though a Director may serve two (2) terms after being elected to fulfill the remainder of a term vacated by another Director. After two consecutive normal terms, a Director must remain off the Board for six (6) full calendar years before being eligible for re-election.

h. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and state law.

**4.5. Compensation.** Directors of the Board shall not receive any compensation for their services as Directors or Officers. All Board members are required to obtain the approval of the Board in advance of engaging in travel or incurring other expenses on behalf of the School. Any such reasonable and approved expenses that are not reimbursed by the School shall be construed as a gift to the School.

**4.6. Removal or Resignation.** Any Director of the Board may be removed for cause by the affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the member at issue, whenever in their judgment such removal would serve the best interests of the School. A Director may resign at any time by giving written notice to the Board, the President or the Secretary. Unless otherwise specified in the notice of resignation, the resignation shall take effect upon the receipt thereof by the Board or Officer, and the acceptance of the resignation shall not be necessary to make it effective.

The Board may by majority resolution declare vacant the office of a Director who fails to attend two (2) Board meetings during any calendar year unless the absences are due to mitigating factors that have been previously disclosed to and approved by the Board.

The Board may, by a two-thirds (2/3) vote of the Directors, excluding the Director at issue, declare vacant the position of any Director who fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office.

**4.7. Number, Election, Tenure, and Description of Officers.** The Officers of the Board shall include a President, Vice President, Secretary, Treasurer, and such other Officers as the Board shall deem necessary to elect ("Officers").

a. The Board shall elect and appoint by majority vote of the Directors all Officers of the Board at an annual meeting of the Board, which Officers shall be installed in office at such annual meeting to serve for terms of one (1) year or until their successors have been duly elected and qualified. If more than one (1) nominee exists for any vacancy, the Directors shall hold as many votes as may be necessary for one (1) nominee to receive the votes of two-thirds of the Directors then in office.

b. Any Officer may be removed, with cause, by the Board at any regular or special meeting of the Board by a two-thirds (2/3) vote of the Directors then in office.

c. President. Subject to Board policy and Board direction, the Board shall elect a President who shall lead the Board in its oversight of the Corporation and of School

management. The President, as chief governance officer, shall act as chair, presiding over meetings of the Board and exercising and performing such other powers and duties as may from time to time be assigned to him or her by the Board or prescribed by these Bylaws. The President shall not individually have the authority to make decisions about policies created by the Board or engage in matters of accountability and authority delegated to the School Leader or to give directives to the School Leader, as that authority is possessed only by the Board as a whole. The President is not the chief executive of the Corporation or the School, nor does he or she have any greater authority regarding operations than any other Director. The President is a specially empowered member of the Board whose role is to assure the integrity of the Board's processes and, secondarily, to occasionally represent the Board to outside parties on matters such as announcing Board-stated positions and in stating his or her decisions and interpretations within an area delegated to him or her by the Board.

The assigned result of the President's job is that the Board behaves consistently with its own rules and those legitimately imposed upon it from outside the Corporation. The authority of the President consists in making decisions that fall within topics covered by Board policies on governance process and the Board-School Leader relationship, with the exception of employment and termination of the School Leader and where the Board specifically delegates portions of this authority to others. The President is authorized to use any reasonable interpretation of the provisions in these policies.

d. Vice President. The Board shall elect a Vice President to assist the President in presiding over the Board. The Vice-President shall perform duties as are conferred upon or assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

e. Secretary. The Board shall elect a Secretary who shall keep or cause to be kept a book of minutes and other critical Board documents of all meetings of the Board at the principal office or at such other place as the Board may order. Such minutes shall contain the time and place of holding of each meeting, whether regular or special and if special, how authorized, the notice given thereof, the name or names of those present at the Board meetings and the proceedings thereof, assuring general adherence to the tenets of the most current edition of *Robert's Rules of Order* and state law. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws or by law. The Secretary of the Board shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

f. Treasurer. Subject to Board policy and Board direction, the Board shall elect a Treasurer who shall assist the Board in the oversight of the School's financial performance, reporting, and safeguarding. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school as defined in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her

appointment, the designated fiscal officer shall turn over to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands.

g. Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

h. A vacancy in any office because of death, resignation, removal, or otherwise, may be filled by the Board by a majority vote of then-current Directors for the unexpired portion of the term.

**4.8. School Leader.** Subject to such supervisory powers as may be given by the Board, the business, affairs, and property of the School, and all Board authority delegated to the staff and faculty, shall be delegated through and managed by a head of school so that all authority and accountability of staff and faculty and the management of the School, as far as the Board is concerned, is considered to be the authority and accountability of the head of school, who shall be employed by the Board at its pleasure and accountable to the Board collectively to serve as the chief executive and administrator of the School ("School Leader"). The Board shall provide oversight of the School Leader and will direct and instruct the School Leader to achieve certain end results for the School through the Board's establishment of certain policies designed to describe those end results it expects and any means it does not.

The School Leader shall hold final authority in the management of the School, outside the broader powers of the Board. As such, the School Leader's accountability is an accumulation of the responsibilities of the staff and faculty and is held to the judgment of the Board who shall monitor the School Leader diligently and respectfully. The School Leader will be responsible for the performance of the School and will be accountable to the Board. The Board may establish reporting requirements of the School Leader and may delegate other duties and responsibilities to the School Leader as determined by the Board. The School Leader shall keep the Board President, or their designee, informed on significant items between meetings of the Board.

**4.9. Work of the Board.** The Board shall set about doing its work with fidelity to the tenets of sound governance and practices so as to effectively bring about its purpose with integrity and efficiency. The Board's collective efforts shall work to establish the ends it is established to create through explicit policy and guidelines for the prudent and ethical function of the Corporation and School. Though it shall at all times dutifully safeguard its decision authority on all matters as described herein these Bylaws, it shall retain such primary practical and workload interest in:

- a. Setting the Board's work plan and agenda for the year and for each meeting;
- b. Determining Board training and development needs;
- c. Attending to discipline in Board attendance, following these Bylaws and other self-imposed rules;
- d. Becoming expert in good governance practices and policy-making;
- e. Establishing the limits of the School Leader's authority to budget, administer finances and compensation, establish programs, and otherwise manage the operations of the School through the Board's proscriptive policy, instruction, and other guidelines;

- f. Establishing the results, recipients, and acceptable costs of those results that justify the Corporation's existence;
- g. Examining monitoring data and determining whether the Corporation or School has achieved a reasonable interpretation of Board-stated and charter-required criteria;
- h. Conducting a regular self-assessment and Board evaluation so as to improve its effectiveness and governance practices, including its compliance to the policies it creates;
- i. Establishing and executing a long-term strategic plan for the School's growth and fiscal and operational sustainability.

## **ARTICLE V MEETINGS**

**5.1. Regular Meetings.** The Board shall establish a regular schedule for regular meetings that shall occur monthly, no fewer than ten (10) months per year. Minutes of each Board meeting shall be taken and approved by the Board and made available to the public under state requirements.

**5.2. Special Meetings.** Special meetings may be called by or at the request of the President or any two (2) Directors. Special meetings should only be called when circumstances require immediate action or in order to resolve specific items of business that could not be treated in a regular meeting. The President or the Directors responsible for calling the meeting shall make every reasonable effort to ensure that all Directors are able to attend. Minutes of each special meeting shall be taken and approved by the Board.

**5.3. Emergency Meetings.** On very rare occasions, the Board may need to call an emergency meeting; the Board will take all reasonable steps to provide notice of such meetings and will ensure that notice and procedure for such meetings follow state statute.

**5.4. Notice.** Absent controlling state statute, notice of all regular meetings must occur at least ten (10) days in advance of an affected meeting. If any such regularly scheduled meeting date shall change, notice of such change shall be made twenty-four (24) hours in advance, or as soon as a change is identified as necessary if less than twenty-four (24) hours. Directors should receive notice by telephone, electronic methods, or by written notice; the public should receive notification via reasonable methods that may include, but are not limited to, print and electronic media. Absent controlling state statute, notice of any special meeting of the Board shall be given at least twenty-four (24) hours in advance of the meeting by telephone, electronic methods, or by written notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board need be specified in the notice, unless specifically required by law or by these Bylaws. The notice for special meetings must include the purpose of the meeting and a description of the business to be transacted at the meeting.

**5.5. Quorum and Voting.** A quorum at all meetings of the Board shall consist of a majority of the number of Directors then in office. The act of a majority of the Directors of the Board present at any meeting at which a lawful quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these Bylaws. Proxy voting is not permitted.

**5.6** Action Without Meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of Directors, or a committee thereof, may be authorized or taken without a meeting with unanimous consent of the Directors who are entitled to vote on such action, to be evidenced, in writing, by the Directors. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

## **ARTICLE VI CONFLICTS OF INTEREST**

**6.1.** Annual Disclosure. All Directors will annually disclose in writing to the Board the existence of any relationship or interest which could give rise to a conflict.

**6.2.** Conflict of Interest. The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director or Officer, or another interested person defined within the conflicts of interest policy.

**6.3.** Nepotism. The prohibitions against conflicts of interest have the following consequences for Directors:

a. The conflicts of interest policy shall define relationships and interests which may result in a conflict of interest for an individual Director and the procedures to be followed by the Board when an actual or potential conflict has been disclosed.

b. In addition to procedures outlined in the conflicts of interest policy, if the School or Corporation directly employs the child, parent, or spouse of a Director as a full-time, paid employee, the Director in question must resign within sixty (60) days of an accepted offer of employment or within forty-five (45) days of the employee's first day of full-time employment, whichever comes sooner.

## **ARTICLE VII COMMITTEES**

**7.1.** Purpose of Committees. Before forming any Board committee, the Board will first ascertain that the committee's purpose is to help the Board do its work. The Board will not form any committee intended to help manage the School or assume any delegated authority and accountability designated to the School Leader.

**7.2.** Committees. By one or more resolutions adopted by the vote of a majority of the Directors present in person at a meeting at which a quorum is present, the Board of Directors may designate one or more committees, each of which, to the extent provided in the resolution establishing such committee and these Bylaws, shall have and may exercise specific delegated authority. Each committee must include at least one (1) Director and shall not include a number of Directors that is equal to or greater than a majority of the Board at any time. The delegation of authority to any committee shall not operate to relieve the Board of Directors or any Director from any responsibility or standard of conduct imposed by law or these Bylaws. Rules governing procedures for meetings of any committee shall be the same as those set forth in these Bylaws and the Policies of the Board of Directors, or as may be required under state law. Any committee may be given certain specific delegated authority except that no committee may:

a. approve any action for which state law also requires approval of the Directors or approval of a majority of all Directors;

- b. fill vacancies on the Board or in any committee which has the authority of the Board;
- c. fix compensation of the Directors for serving on the Board or on any committee;
- d. amend or repeal Bylaws or adopt new Bylaws;
- e. amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- f. appoint any other committees or the members of these committees;
- g. approve any transaction (*i*) between the Corporation and one or more of its Directors or (*ii*) between the Corporation and any entity in which one or more of its Directors have a material financial interest; or
- h. have express delegated authority to make decisions on behalf of the Board collectively, but shall make recommendations for the Board's final approval, as appropriate.

**7.3.** A majority of the committee members shall constitute a quorum for the transaction of committee business, except to adjourn. A majority of the committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the committee, subject to the provisions of state law or these Bylaws relating to actions that require a majority vote of the entire Board.

**7.4.** The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a committee, increase or decrease but not below two (2) the number of members of a committee, and fill vacancies in a committee from the Directors of the Board.

**7.5.** Standing Committees. The Board of Directors will constitute and appoint Directors to several permanent standing committees, including a governance committee, an audit and financial oversight committee, and a risk management oversight committee.

a. The governance committee exists to assist the Board in developing optimum Board performance with the goal of sustaining it upon Director turnover. The committee's duties include identifying and recruiting potential candidates for Board service and coordinating election and orientation of newly elected Directors. It is also responsible for coordinating ongoing Board self-assessment and professional development that is both meaningful and practical. The committee will ensure, on behalf of the Board, that any required criminal history checks on candidates, Officers and Directors are initiated in a timely manner and the results reported to the Board. The committee shall also be vigilant, as needed, in reminding the Board, its Officers, its committees, and its individual members of the importance of complying with the Board's Bylaws, Officer and Director code of conduct, conflict of interest disclosures and any related Board policies.

b. The audit committee exists to assist the Board in ensuring that the School's money and assets are being properly managed and accounted for, as well as being safeguarded against fraud, waste, and abuse. The committee's duties include soliciting proposals from independent auditors as needed, regularly reviewing financial reports and source documents for irregularities, and confirming the timely and accurate submission of various compliance reports such as corporate tax documents and authorizer mandated financial reports. With the guidance of the Board's attorney, the committee shall also



investigate allegations of financial wrong-doing by senior management and shall receive reports from senior management regarding any investigations of financial wrong-doing it is conducting of subordinate personnel.

c. The risk management oversight committee exists to assist the Board in ensuring that sound risk management is occurring in the School to include oversight of adequate insurance coverages (including policy renewal), confirmation of timely completion by management of background checks of staff, faculty, and volunteers, campus safety plans, emergency action plans and related policies.

d. The operational oversight committee exists to assist the Board in the implementation and management of established Board policies and procedures relating to excellence in staff and facility management.

e. The community affairs committee exists to assist the Board in the implementation and management of approved Board strategies and tactics relating to excellence in community affairs, marketing, events and communications.

## **ARTICLE VIII PARLIAMENTARY AUTHORITY**

**8.1. Parliamentary Authority.** The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall generally govern the Board's meetings in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order or procedures the Board may adopt or determine.

## **ARTICLE IX AMENDMENTS**

**9.1. Bylaws.** These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board of Directors by an affirmative vote of two-thirds (2/3) of all the Directors then in office at any meeting of the Board, provided that the full text of the proposed amendment, alteration, or repeal has been submitted in writing at the previous regular meeting.

**9.2. Articles of Incorporation.** The Articles of Incorporation of the School may be amended in any manner at any regular or special meeting of the Board by an affirmative vote of two-thirds (2/3) of all the Directors then in office, provided that specific written notice of the proposed amendments of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby has been submitted in writing at the previous regular meeting.

**9.3. Conflict with Articles of Incorporation.** If, at any time, any provision of these Bylaws conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of these Bylaws that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

## **ARTICLE X BOOKS AND RECORDS**

**10.1. Books and Records.** The Board shall keep complete books and records of account and minutes of the proceedings of the Board of Directors and committees having any authority of the Board of Directors. All books and records shall be kept in written form or in another form capable of conversion into written form within a reasonable period of time.

**10.2. Fiscal Year.** The Fiscal Year begins July 1<sup>st</sup> and ends on June 30<sup>th</sup>.

**10.3. Inspection Rights.** Every Director shall have the right at any reasonable time to inspect the books, records, documents of every kind, and physical properties, as permitted by State law. These inspection rights do not extend to records that are confidential under law including, but not limited to, private student records.

## **ARTICLE XI CONTRACTS, LOANS AND DEPOSITS**

**11.1. Checks, Drafts and Notes.** All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness or encumbrances of school funds issued in the name of the School shall only occur within the confines of explicit Board policy.

**11.2. Deposits.** All funds of the School not otherwise employed shall only be deposited to the credit of the School in such banks, trust companies, or other custodians located in the State of Ohio as the Board may select. The Board must verify the existence of such accounts on an annual basis.

## **ARTICLE XII CONSTRUCTION**

**12.1. Construction and Definitions.** Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the State of Ohio Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a Corporation and an individual person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

## **ARTICLE XIII INDEMNIFICATION**

**13.1. General.** Each Director, Officer, and employee, or a former Director, Officer, or employee, shall be indemnified by the Corporation against expenses (including attorney fees), judgments, decrees, fines, penalties, or amounts paid in settlement reasonably incurred in connection with the defense of any pending or threatened or completed action, suit, or proceeding, whether criminal, civil, investigative, or administrative, to which he or she is or may be a party by reason of being or having been such Director, Officer, or employee; provided: (a) he or she is adjudicated or determined not to have been negligent or guilty of misconduct in the performance of his duty to the Corporation; (b) he or she is determined to have acted in good faith and in a manner in what he or she reasonably believed to be in or not opposed to the best interest of the Corporation; and (c) in any matter the subject of a criminal action, suit, or proceeding, he or she is determined to have had no reasonable cause to believe that his or her conduct was unlawful. The determination as to (b) and (c) and, in the absence of adjudication by a court of competent jurisdiction, the determination as to (a), shall be made by the Directors of the Corporation acting at a meeting at which a quorum consisting of Directors who are not parties to or threatened with any such action, suit or proceeding is present. Any Director who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote and, if for this reason, a quorum of Directors cannot be obtained to vote on such indemnification, no indemnification shall be made unless such indemnification is approved by: (a) the holders of a majority of the voting shares of the Corporation, excluding for the purposes hereof shares held or controlled by every person who is a party to or threatened with any such action,

suit, or proceeding; or (b) a court of competent jurisdiction. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled and shall inure to the benefit of the heirs, executors, and administrators of such person.

**13.2 Limitation of Liability.** To the fullest extent authorized by law any current or former Director, Officer, employee, or agent, shall not be liable for any and all losses, claims, damage, liabilities, expenses (including attorney's fees), judgements, fines, settlements, and all other reasonable cost and expenses actually and necessarily incurred by such person in connection judgements, degrees, fines, penalties, amounts paid in settlement, and other liabilities for any act Director, Officer, employee or agent takes or fails to take as a Director, Officer, employee or agent of the Corporation, unless it is proved, by clear and convincing evidence, in a court of competent jurisdiction, that the act or omission of the Director, Officer, employee or agent was one undertaken with deliberate intent to cause injury to the Corporation or was one undertaken with reckless disregard for the best interests of the Corporation.

**13.3. Payment of Costs.** To the fullest extent authorized by law, all costs and expense (including reasonable attorney's fees) incurred by a Director or Officer in defending any civil or criminal claim, demand, action, suit or proceeding shall be paid by the Corporation as they are incurred prior to the final disposition of the action, suit or proceeding subject to repayment of such amount if it proved by clear and convincing evidence in a court of competent jurisdiction that Director's or Officer's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interests of the Corporation.



**Accounting Policies and Procedures Manual**  
**Description of Internal Control Procedures**

Rev. January 1, 2024

# *Accounting Policies and Procedures*

## **FISCAL MANAGEMENT OVERVIEW**

The Fiscal Officer/Finance Department strives to reflect sound economic and accounting policies in the operation of the Schools. The Schools believe that having established procedures and strong internal controls are integral parts of delivering their educational models and achieving their mission of serving the youth.

The following specifically addresses the policies, procedures, and internal control practices the Schools will follow when contracted with Marcum LLP.

## **FISCAL MANAGEMENT PROCEDURES**

### **I. Purchasing**

The Fiscal Officer is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

Any items and contracts valued under \$9,999, that are included in the board approved budget, are considered approved by the governing authority upon its resolution. Any other item or contract valued over \$10,000 will be required to have a specific board approved resolution allowing the purchase.

In the latter, the purchasing process is initiated when a School Administrator presents a proposal to the Board for approval of a purchase. Once approved by the Board, the order is placed by the School Administrator in collaboration with the Fiscal Officer. This collaborative effort ensures that the Board's requirements regarding that purchase are being met.

### **II. Accounts Payable**

All vendor invoices are received and retained by the Finance Department. Once an invoice is received, it is coded within the accounting system, and placed aside to be paid. Once per week, checks are issued for all invoices received that week.

A weekly check run is approved by the School Treasurer via email. The email includes a listing of the bills to be paid. After approval, bills are then paid via Bill.Com.

No manual checks are issued without the authorization of the Fiscal Officer.

All bank accounts are reconciled on a monthly basis by the Fiscal Officer. The Fiscal Officer then reviews, approves, and signs the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

### **III. Travel**

Employees and Board Members of the School are entitled to reimbursement of business-related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

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

### **IV. Cash Receipts**

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

Checking accounts are reconciled monthly in order to keep an accurate record of bank activity.

All cash collections are deposited into the appropriate bank account on a regular basis. The Fiscal Officer then records all deposits to the general ledger.

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

### **V. Accounts Receivable**

To the extent required, the Finance Department will provide general invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close the outstanding amount in the accounting system.

### **VI. Investments**

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

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

## **VII. Fixed Assets**

The School will follow a policy of capitalizing individual assets costing greater than \$5,000 for a single item. Depreciation will be computed using a straight-line method over 5 years for equipment and furniture, life of lease of any leased facility upgrades, and 40 years for building and its improvements.

The School, through the direction of the Fiscal Officer, will use a fixed asset database to maintain a record of all assets meeting the criteria for capitalization and owned by the school. The database shall include the following information:

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

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

## **VIII. Grant Programs**

All applications for supplemental grant funding through State and/or Federal sources requires approval of the Board.

At the Board's annual meeting, they will authorize the designated administrator to apply for and manage all federal and state grant awards for the year. New awards throughout the fiscal year require additional Board approval before the applications are submitted. Budgets are presented to the School's governing board and then forwarded to the State Department of Education for approval.

The designated CCIP administrator monitors grant award budgets, acts as a control agent, and is responsible for monitoring any specific compliance issues related to the grant.

## **IX. Month End Procedures**

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

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

These documents are presented to the Board for approval at the regularly scheduled meetings.

## ***Internal Control Policies and Procedures***

The Finance Department has established the following additional procedures to maintain internal control over the following two areas:

### **I. AUDIT**

The School will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform their audit in accordance with Generally Accepted Accounting Principles (GAAP), General Accepted Auditing Standards (GAAS). And Government Auditing Standards to determine whether the financial statements fairly present the financial position of the School, whether internal controls over financial reporting have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations.

### **II. BUDGET**

The School will prepare and adopt an annual budget. The operating budget is prepared under the direction of the Board and the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board, with input from the Fiscal Officer.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Board for approval. Once approved, the change is recorded in the budget and the financial records of the School by the Fiscal Officer. A revised budget is then issued and becomes the operating budget for the School.

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



**Attachment 3.2 - Management Agreement**

**Northeast Ohio Classical Academy**

**Not Applicable**

**Appendix 1**  
**School Opening and Closure Assurances**

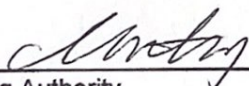
As the School Governing Authority President/Chairperson of NORTHEAST OHIO CLASSICAL ACADEMY I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if NORTHEAST OHIO CLASSICAL ACADEMY should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints DR. DAVID BAUM (school leader is customarily recommended as designee), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

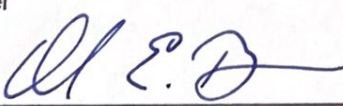
The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the responsibilities as assigned should the School close.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

Acknowledged and agreed to by the following parties:

  
Governing Authority

2-13-2024  
Date

\_\_\_\_\_  
Treasurer

  
Designee

\_\_\_\_\_  
Date

2-13-24  
Date

DAVID BAUM - Head of School  
Print Designee Name/Title

**Appendix 1**  
**School Opening and Closure Assurances**

As the School Governing Authority President/Chairperson of NORTHEAST OHIO CLASSICAL ACADEMY I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if NORTHEAST OHIO CLASSICAL ACADEMY should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints DR. DAVID BARN (school leader is customarily recommended as designee), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

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

Acknowledged and agreed to by the following parties:

  
Governing Authority

2-13-2024  
Date

  
Treasurer

02/13/24  
Date

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Designee Name/Title



### **Attachment 3.7 Racial and Ethnic Balance Plan**

Northeast Ohio Classical Academy, (NEOCA) will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population. That being said, as NEOCA will be a public school, enrollment will not be denied to any eligible applicants on the basis of sex, sexual orientation, race, religion, national origin, ancestry, pregnancy, marital or parental status, or a physical, mental, emotional, or learning disability. In the event that the racial enrollment composition of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

## **NORTHEAST OHIO CLASSICAL ACADEMY**

### **OPEN ENROLLMENT, ADMISSIONS AND RESIDENCY POLICY**

#### **OPEN ENROLLMENT**

The School Governing Authority shall permit the enrollment of students from adjacent or from other districts in the State, provided that each enrollment is in accordance with the laws of this State, the provisions of this policy, and the administrative guidelines established to implement this policy.

#### **ADMISSIONS PROCEDURES**

Admission to the School is open to any student in grades Kindergarten through 5 who reside in any district in the State of Ohio. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. All students of the School must be residents of the State of Ohio. Admission is open to students on a statewide basis. Upon the admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels or facilities. The School will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

If the number of applicants exceeds the capacity restrictions set for the School's programs, classes, grade levels or facilities, a lottery drawing will be held, except that preference shall be given to students that reside in the district in which the School is located and returning students. Preference may also be given to siblings of students attending the School the previous year and students who are children of full-time staff members employed by the School. The preference provided to children of full-time staff members shall be less than five percent of the School's total enrollment. The lottery drawing places children in order for possible enrollment, per grade level, into the School. If other places become available (after the lottery), students are accepted from a prioritized wait list based on the results of the lottery or, if there is no wait list, then on a first come first serve basis. If a lottery is necessary, the Head of School shall determine the procedures to be followed in conducting the lottery, such as, providing notice of the date/time of the lottery, the deadline for applications to be included in the lottery, and how the lottery selections will be drawn.

All parents of children selected in the lottery will be notified of the selection and will have up to seven (7) days from being notified to confirm their intent to enroll their student at the School. If a parent does not respond within seven (7) days, the School will select another child from the prioritized wait list. Additionally, any student selected in the lottery will be given a deadline by the School to complete and submit all required enrollment documentation. Any student who fails to meet this deadline will have their lottery admission forfeited and the School will select another child from the prioritized wait list. Please note, the lottery-selection of a student only qualifies that student for possible enrollment at the School and does not guarantee the enrollment of their siblings as well. Notwithstanding the above, in the event the racial composition of the enrollment of the School is violative of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

### **PROCESS AND CRITERIA**

In order for a student to be admitted the following must be completed/submitted: the registration form and such other enrollment materials that the School deems necessary; copies of the child's original birth certificate or such alternative set forth below in the Records Upon Enrollment section of this Policy, current immunization record as mandated by law, proof of residence and parent/ guardian ID. In addition, all custody or court orders pertaining to or allocating parental rights and responsibilities for the care of the student and designating a residential parent and legal custodian of the child shall be provided. Students may also need to complete an academic assessment before being placed in a classroom.

#### ***Records Transfer***

The School will verify eligibility according to residency and will report names and addresses to the local school district of those students who are enrolled in the School. In addition, once a student is enrolled, records are requested via mail on form letters, signed by a parent or guardian, from the appropriate school of last attendance. Follow-up calls are made to buildings that have not forwarded records as requested. This also serves as notice to the student's district of residence as required by law.

#### ***Kindergarten Admission***

The School can admit to kindergarten any student, whose fifth birthday falls on or before September 30.

### **RESIDENCY AND ENROLLMENT REQUIREMENTS**

Although the School has a statewide open enrollment policy permitting enrollment from any school or district in the State of Ohio, it is still necessary to establish a student's school district of residence before they can be enrolled in the School. The school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place. Residence is a

place where important family activity takes place during the significant part of each day; a place where the family eats, sleeps, works, relaxes and plays. It must be a place, in short, which can be called "home". One cannot establish a residence merely by purchasing/leasing a house or an apartment or even by furnishing such a house or apartment so that it is suitable for the owner's use. No single factor is determinative; residency will be established by the totality of the circumstances.

The School Governing Authority or its designee shall review the residency records of students enrolled in the School on a monthly basis. Upon the enrollment of each student and on an annual basis, the Governing Authority or its designee shall verify to the Ohio Department of Education and Workforce where each student is entitled to attend school pursuant to Sections 3313.64 or 3313.65 of the Revised Code.

Parents, guardians, or independent students age 18 and over must promptly notify the School using the documentation listed below when a change in the location of the parent's or student's primary residence occurs.

Upon initial enrollment, the documents listed below can be used to establish proof of residency for verification of a child's ability to enroll in the School and determination of the school district the student is entitled to attend under sections 3313.64 and 3313.65. The School shall require only one form of proof of residency for enrollment. These items must be current, be in the parent's/guardian's or independent student age 18 and over's name, and include a street address. A post office box address cannot be used to validate residency records.

- Deed or current real property tax bill
- Lease agreement
- Mortgage statement
- Utility statement or receipt of utility installation issued within ninety (90) days of the date of enrollment
- Most current bank statement available issued to the parent or student that includes the address of the parent's or student's primary residence
- Current homeowner's or renter's insurance declaration
- Paycheck or paystub issued to the parent or student within ninety (90) days of the date of enrollment that includes the address of the parent's or student's primary residence
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction.

In the event a student's residency changes subsequent to initial enrollment, updated proof of residency documentation must be provided to the School.

For purposes of annually verifying student residency, the School shall require either one of the items listed above or a signed statement from the parent, guardian, or

independent student age 18 and over indicating that the student's residency has not changed since the last time proof of residency was provided to the School.

If our School and the student's home district (district of residency) disagree about residency, this policy shall prevail. In such a case, parents may be asked to provide additional information in order to resolve the dispute; however, the School is not obligated to ask for additional information based on other public schools' policies. Moreover, the School will provide that school district with documentation of the student's residency and will make a good faith effort to accurately identify the correct residence of the student.

If a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or if a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the "McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq.

## **RECORDS UPON ENROLLMENT**

Upon receipt of completed enrollment forms, a request for records will be made within twenty-four hours from the public or non-public elementary or secondary school the pupil most recently attended.

If the records are not received within 14 days of the date of request, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Head of School or their designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.

No student, at the time of initial entry or at the beginning of each school year shall be permitted to remain in school for more than fourteen days if the student has not met the minimum immunization requirements established by the Ohio Department of Health unless the student presents written evidence satisfactory to the person in charge of admission and acceptable as an exception to such requirement in law.





## **Attachment 3.12 Special Education Policies**

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

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

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

1. NEOCA will meet state and federal law mandates for providing education and services for students that qualify for 504, LEP/ELL, and SWD. Students referred will undergo a multi-factored evaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether and IEP, 504, LEP/ELL, or gifted is appropriate or ongoing monitoring. The School shall annually adopt procedures for the Education of Children with Disabilities as approved by the Ohio Department of Education Office of Exceptional Children. *20 USC 1412; 34 CFR 300.220.*
2. NEOCA will utilize the Intervention Assistance Team (IAT) model in identifying students. The IAT process is a tiered process beginning with least invasive interventions, transitioning to increased and targeted interventions as needed. If students are not responding to these interventions, students will transition to the highest level of interventions. If the student responds well, the intervention will continue in the areas needed and processing back to the general education classroom. If a student does not respond to the intervention, a further evaluation will be completed through the multi-factored evaluation.
3. Intervention Services will include but not limited to small group intervention, one to one intervention, after school tutoring and summer school tutoring. Modified curriculum with student support. Dedicated daily time will be scheduled to work on any intervention with students.

4. Discipline: The student code of conduct will be created and approved by the board. NEOCA will implement said policy with all students. For SWD, The School will abide by federal law on how to implement and distribute consequences. All students are expected to follow the NEOCA Code of Conduct. Federal and state law provide certain procedural rights and protections relating to discipline of students who have been identified under such laws as having special needs based upon a disability. A copy of these rights may be obtained from the Headmaster, Deans, or Intervention Specialist.
5. NEOCA will provide services as prescribed in a student's IEP. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
6. NEOCA will employ and/or outsource HQT teacher(s) and para-professionals with proper credentials to provide services for SWD, ELL or gifted endorsement.

**LEASE AGREEMENT**

by and between

**NEOCA PROPERTIES, LLC**  
as Lessor

and

**NORTHEAST OHIO CLASSICAL ACADEMY**  
as Lessee

Dated as of December 1, 2023

Pursuant to the Loan Agreement (as defined herein), the Lessor has granted, bargained, sold, alienated, pledged, set over and confirmed to the Authority (as defined herein) all rights and interests of the Lessor in this Lease Agreement, except for the Lessor's Unassigned Rights (as defined in the Loan Agreement), and the Authority has assigned all of its rights and interests herein, except for the Authority's Unassigned Rights (as defined in the Loan Agreement) to the Trustee (as defined herein) pursuant to the terms of the Indenture (as defined herein).

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TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS.....3
ARTICLE II	REPRESENTATIONS.....4
Section 2.1.	Representations and Covenants by Lessor.....4
Section 2.2.	Representations and Covenants by Lessee.....6
Section 2.3.	Lessee’s Tax Covenants.....9
Section 2.4.	Lessee’s Covenant to Comply With Community School Act.....12
ARTICLE III	TERM OF AGREEMENT.....13
ARTICLE IV	LEASE OF LEASED PROPERTY .....14
ARTICLE V	PAYMENT PROVISIONS.....15
Section 5.1.	Lease Payments; Limited Obligation.....15
Section 5.2.	Base Lease Payments, Additional Lease Payments and Other Amounts Payable.....15
Section 5.3.	Manner of Payment.....16
Section 5.4.	Pledge by Lessee.....16
ARTICLE VI	MAINTENANCE, TAXES AND INSURANCE.....18
Section 6.1.	Maintenance and Modifications of Facilities By Lessee .....18
Section 6.2.	Taxes, Other Governmental Charges and Utility Charges.....18
Section 6.3.	Insurance Required .....19
Section 6.4.	Application of Net Proceeds of Insurance .....21
Section 6.5.	Advances by Trustee.....21
Section 6.6.	Environmental Indemnity .....21
Section 6.7.	Environmental Covenants .....23
Section 6.8.	Additional Environmental Provisions.....24
ARTICLE VII	DAMAGE, DESTRUCTION AND CONDEMNATION .....27
Section 7.1.	Damage, Destruction and Condemnation .....27
Section 7.2.	Treatment of Net Proceeds.....27
Section 7.3.	Continuation of Operations in Event of Casualty .....27
ARTICLE VIII	SPECIAL COVENANTS .....28
Section 8.1.	Annual Budget .....28
Section 8.2.	Consolidation, Merger, Sale or Conveyance.....28
Section 8.3.	Transfer of Membership Interest in Lessor.....29
Section 8.4.	Further Assurances.....29

Section 8.5.	Audits .....	29
Section 8.6.	Accounting Records and Financial Statements; Other Information .....	29
Section 8.7.	Indemnification .....	30
Section 8.8.	Authority of Authorized Representative of Lessee.....	32
Section 8.9.	Authority of Authorized Representative of Lessor .....	32
Section 8.10.	Licenses and Qualifications .....	32
Section 8.11.	Right to Inspect .....	33
Section 8.12.	Assignment and Subleasing .....	33
Section 8.13.	Prohibited Use.....	33
Section 8.14.	Limitations on Incurrence of Additional Indebtedness.....	33
Section 8.15.	Covenant to Comply with Indenture and Loan Agreement .....	34
Section 8.16.	Liens.....	34
Section 8.17.	Calculation of Principal and Interest Requirements on Long-Term Indebtedness.....	34
Section 8.18.	Liquidity Covenant .....	35
Section 8.19.	Rates and Charges; Debt Coverage.....	35
Section 8.20.	Subordination.....	36
Section 8.21.	Management Consultant.....	36
Section 8.22.	Continuing Disclosure Agreement.....	37
Section 8.23.	Impairment of Charter Status.....	37
ARTICLE IX	ASSIGNMENT AND PLEDGE BY LESSOR .....	38
ARTICLE X	EVENTS OF DEFAULT AND REMEDIES .....	39
Section 10.1.	Events of Default.....	39
Section 10.2.	Remedies On Default.....	40
Section 10.3.	No Remedy Exclusive.....	42
Section 10.4.	Agreement to Pay Attorneys' Fees and Expenses.....	42
Section 10.5.	Waiver .....	42
Section 10.6.	Treatment of Funds in Bankruptcy .....	42
ARTICLE XI	PREPAYMENT OPTION .....	44
Section 11.1.	Option to Prepay .....	44
Section 11.2.	Notice of Exercise of Option to Prepay .....	44
ARTICLE XII	MISCELLANEOUS .....	45
Section 12.1.	Notices .....	45
Section 12.2.	Binding Effect.....	46
Section 12.3.	Severability .....	46
Section 12.4.	Third Party Beneficiaries .....	46
Section 12.5.	Net Lease.....	47
Section 12.6.	Amendments, Changes And Modifications; Consent .....	47
Section 12.7.	Execution in Counterparts.....	47
Section 12.8.	Governing Law.....	47

Section 12.9.	Filing .....	47
Section 12.10.	Cancellation at Expiration of Lease Term .....	47
Section 12.11.	Non-Liability of Authority .....	48
Section 12.12.	No Personal Liability of Officials of Lessee, Lessor, Authority or Trustee.....	48
Section 12.13.	No Warranty by Lessor .....	48
Section 12.14.	Prior Agreements Superseded .....	49
Section 12.15.	Covenant by Lessee With Respect to Statements, Representations and Warranties .....	49
Section 12.16.	Captions .....	49
Section 12.17.	Lease Payments Due on Holiday .....	49
Section 12.18.	Provision of General Application.....	49
Section 12.19.	Survival .....	49
Section 12.20.	Notice of Change in Fact .....	50
Section 12.21.	Electronic Transaction .....	50
Section 12.22.	Effective Date.....	50

EXHIBIT A	BASE LEASE PAYMENT
EXHIBIT B	REAL PROPERTY DESCRIPTION
EXHIBIT C	FORM OF DISCLOSURE REPRESENTATIVE CERTIFICATE
EXHIBIT D	FORM OF DAYS CASH ON HAND AND COVERAGE RATIO CERTIFICATE
EXHIBIT E	NOTICE OF SELECTION OF MANAGEMENT CONSULTANT
EXHIBIT F	FORM OF NOTICE OF OBJECTION OF THE HOLDER OF THE PUBLIC FINANCE AUTHORITY EDUCATIONAL FACILITIES REVENUE BONDS (NORTHEAST OHIO CLASSICAL ACADEMY) SERIES 2023

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, dated as of December 1, 2023 (this “Lease Agreement”), is by and between **NEOCA PROPERTIES, LLC** (the “Lessor”), an Ohio limited liability company, and **NORTHEAST OHIO CLASSICAL ACADEMY** (the “Lessee”), the sole member of the Lessor and an Ohio nonprofit corporation designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and authorized to operate a community school by the State of Ohio (the “State”).

### WITNESSETH:

WHEREAS, the Public Finance Authority (together with its successors and assigns, the “Authority”), is authorized pursuant to Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the “Act”), to issue its revenue bonds for the purpose of the financing of the Series 2023 Project (as defined herein); and

WHEREAS, the Lessor has applied for the financial assistance of the Authority in the financing of the Series 2023 Project; and

WHEREAS, the Series 2023 Facilities are located or to be located within the territorial limits of the State of Ohio (the “Project Jurisdiction”), and the Authority, based on representations of the Lessor but without independent investigation, has found and determined that the financing of the Series 2023 Facilities will promote significant economic, cultural and community development opportunities, including the creation or retention of employment, the stimulation of economic activity and the promotion of improvements in the health, safety and welfare of persons in the Project Jurisdiction; and

WHEREAS, based on the representation of the Lessor but without independent investigation, the Authority has determined to assist the Lessor and the Lessee by issuing its Educational Facilities Revenue Bonds (Northeast Ohio Classical Academy) Series 2023A (the “Series 2023A Bonds”), in the aggregate principal amount of \$10,440,000, and its Taxable Educational Facilities Revenue Bonds (Northeast Ohio Classical Academy) Series 2023B (the “Series 2023B Bonds” and, together with the Series 2023A Bonds, the “Series 2023 Bonds”), in the aggregate principal amount of \$815,000 pursuant to an Indenture of Trust dated as of December 1, 2023 (the “Indenture”), by and between the Authority and UMB Bank, National Association, as trustee (the “Trustee”), in order to make one or more loans to the Lessor pursuant to the Loan Agreement (as defined herein), the proceeds of which will be used to assist the Lessor in (a) refinancing all or a portion of loans incurred by the Lessee to finance certain capitalized expenditures, including a portion of the costs of the acquisition of land and certain educational facilities located and to be located at 137 Heritage Woods Drive, Akron, Ohio 44321, currently consisting of an approximately 36,000 square foot office building located on approximately 9.25 acres (the “Campus”), related capital expenditures, and a working capital program for related start-up costs; (b) financing or refinancing all or a portion of the costs of the acquisition, construction, improvement, renovation and equipping of the Campus, including but not limited to the expansion of the parking lot, reconfiguration and renovation of the existing building to create 18 classrooms for grades K-5, a warming kitchen, offices, special education rooms, bathrooms and common areas, the construction of a modular unit, if any, and site improvements, all for use by the Lessee

as the community school known as “Northeast Ohio Classical Academy” (together with the Campus, the “Series 2023 Facilities”); (c) funding capitalized interest; (d) paying working capital; and (e) paying certain costs of issuance relating to the Series 2023 Bonds (collectively, the “Series 2023 Project”); and

WHEREAS, the Series 2023 Facilities will be leased to and operated by the Lessee pursuant to this Lease Agreement; and

WHEREAS, the Lessee is authorized pursuant to Chapter 3314 of the Ohio Revised Code (the “Community School Act”), to lease facilities for the purpose of operating its community school; and

WHEREAS, the Lessor proposes to lease to the Lessee and the Lessee desires to lease from the Lessor the Leased Property, upon the terms and conditions hereinafter set forth in this Lease Agreement; and

WHEREAS, certain rights of the Lessor under this Lease Agreement have been assigned to the Trustee under the Open-End Mortgage (Fee and Leasehold), Assignment of Rents, Security Agreement and Fixture Filing, executed by the Lessor and the Lessee for the benefit of the Trustee in connection with the Bonds, dated as of December 1, 2023 (the “Mortgage”), and therefore the Trustee is granted certain rights under this Lease Agreement as assignee of the Lessor;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:



**ARTICLE I**  
**DEFINITIONS**

All terms defined in Exhibit G to the Loan Agreement dated as of December 1, 2023 (the “Loan Agreement”), between the Lessor and the Authority, and not otherwise defined herein shall have the same meaning when used in this Lease Agreement.

## ARTICLE II REPRESENTATIONS

**Section 2.1. Representations and Covenants by Lessor.** The Lessor represents and covenants that:

(a) The Lessor is duly organized and existing as a limited liability company qualified to do business in the State of Ohio, is in good standing under the laws of the State of Ohio, and will maintain, extend and renew its existence under the laws of the State of Ohio, and will not do, suffer or permit any act or thing to be done that would result in the loss or restriction of its right to operate as a limited liability company in the State of Ohio.

(b) The Lessor is a disregarded entity for federal income tax purposes. The Lessor's sole member is the Lessee. The Lessee is an organization described in Section 501(c)(3) of the Code that does not constitute a private foundation under Section 509(a) of the Code, and the income of the Lessee is exempt from federal income taxation under Section 501(a) of the Code. The Lessee has received a determination from the Internal Revenue Service to the foregoing effect, and none of the bases for such determination have changed since the date thereof.

(c) The Lessor has the power to (i) own the Leased Property, (ii) provide for the lease of the Leased Property to the Lessee in accordance with the terms hereof and (iii) and to grant, bargain, sell, alienate, pledge set over and confirmed to the Trustee all rights and interest of the Lessor in this Lease Agreement (except for the Lessor's Unassigned Rights). The Lessor has been duly authorized to execute each of the Lessor Documents and carry out and consummate all of the transactions contemplated thereby, and the execution, delivery and performance of the Lessor Documents by the Lessor will not conflict with or constitute a breach of or default by the Lessor under any other instrument or agreement to which it is a party or to which its property is bound.

(d) The Lessor Documents have been duly authorized, executed and delivered by the Lessor.

(e) This Lease Agreement and the other Lessor Documents constitute the legal, valid and binding agreements of the Lessor enforceable against the Lessor by the Trustee (as collateral assignee of the Lessee) in accordance with their terms for the benefit of the Beneficial Owners, and any rights of the Lessor and obligations of the Lessor not so assigned to the Trustee constitute the legal, valid, and binding agreements of the Lessor enforceable against the Lessor by the Trustee in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(f) The execution and delivery of the Lessor Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Lessor's articles of organization or operating declaration, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement,

lease, contract or other agreement or instrument to which the Lessor is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessor (other than the liens contemplated by the Lessor Documents), which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessor Documents, or the financial condition, assets, properties or operations of the Lessor.

(g) No consent or approval of any trustee or holder of any Indebtedness of the Lessor or any guarantor of Indebtedness of or other provider of credit or liquidity to the Lessor, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or “blue sky” laws) is necessary in connection with the execution and delivery of the Lessor Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(h) The Lessor has good and marketable title to the Series 2023 Facilities free and clear from all encumbrances other than Permitted Encumbrances.

(i) The Lessor is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) (1) under the Lessor Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessor Documents or have a Material Adverse Effect.

(j) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State of Ohio and the federal government have been or will be obtained with respect to the acquisition, construction, renovation, improvement, equipping and operation of the Series 2023 Facilities and the Series 2023 Facilities will be acquired, constructed, renovated, improved, and equipped and the Series 2023 Facilities will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations.

(k) The Lessor will not conduct any other business or incur any other Indebtedness or liabilities of any kind, except for such as is related to the ownership of the Series 2023 Facilities and the leasing thereof to the Lessee as provided in this Lease Agreement.

(l) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Lessor, after reasonable investigation, threatened, against or affecting the Lessor or the assets, properties or operations of the Lessor which, if determined adversely to the Lessor or its interests, would materially and adversely affect the consummation of the transactions contemplated by or the validity of the Lessor Documents, or have a Material Adverse Effect.

(m) None of the representations of the Lessor contained in the Lessor Documents or any oral or written statement, furnished by or on behalf of the Lessor to the Authority, the Lessee, Bond Counsel, the Placement Agent, or the Bondholder Representative in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Lessor has not disclosed to the Authority, the Lessee, Bond Counsel, the Placement Agent, or the Bondholder Representative in writing that materially and adversely affect or in the future may (so far as the Lessor can now reasonably foresee) materially and adversely affect the properties, business, prospects, revenues, or condition (financial or otherwise) of the Lessor, or the ability of the Lessor to perform its obligations under the Lessor Documents or any documents or transactions contemplated hereby or thereby.

(n) Subsequent to the Closing Date for the Series 2023 Bonds, the Lessor will not grant any Liens on the Mortgaged Estate (other than the lien effected by the Mortgage and Permitted Encumbrances).

(o) The Lessor shall be the owner of the Series 2023 Facilities, including without limitation all facilities within the meaning of Ohio Revised Code 3314.08(G)(1)(b) comprising the Series 2023 Facilities.

**Section 2.2. Representations and Covenants by Lessee.** The Lessee represents and covenants that:

(a) It is duly organized and existing as an Ohio nonprofit corporation qualified to do business in the State, is an educational institution or organization established under the Community School Act, is in good standing under the laws of the State, will maintain, extend and renew, as necessary, its corporate existence under the laws of the State, and will not do, suffer or permit any act or thing to be done that would result in the loss or restriction of its right to operate as a nonprofit corporation in the State.

(b) It is an organization described in Section 501(c)(3) of the Code that does not constitute a private foundation under Section 509(a) of the Code, and the income of the Lessee is exempt from federal income taxation under Section 501(a) of the Code. The Lessee has received a determination from the Internal Revenue Service to the foregoing effect, and none of the bases for such determination have changed since the date thereof.

(c) It has been duly authorized to execute each of the Lessee Documents and consummate all of the transactions contemplated thereby, and the execution, delivery and performance of the Lessee Documents will not conflict with or constitute a breach of or default by the Lessee under any other instrument or agreement to which it is a party or to which its property is bound.

(d) The Lessee Documents have been duly authorized, executed and delivered by the Lessee.

(e) This Lease Agreement and the other Lessee Documents constitute the legal, valid and binding agreements of the Lessee enforceable against the Lessee in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws

affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(f) The execution and delivery of the Lessee Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Lessee's articles of incorporation or bylaws, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Lessee is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee (except as contemplated by the Lessee Documents), which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessee Documents, or the financial condition, assets, properties or operations of the Lessee.

(g) No consent or approval of any trustee or holder of any Indebtedness of the Lessee or any guarantor of Indebtedness of or other provider of credit or liquidity to the Lessee, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Lessee Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(h) All financial statements and information heretofore delivered to the Trustee and the Authority by the Lessee, including without limitation, information relating to the financial condition of Lessee and the Series 2023 Project, fairly and accurately present the audited financial position thereof and all financial statements have been prepared (except where specifically noted therein) in accordance with Generally Accepted Accounting Principles consistently applied. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Lessee or the other subjects of such statements.

(i) The Lessee is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) (1) under the Lessee Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Lessee Documents or the Indenture, or the financial condition, assets, properties or operations of the Lessee.

(j) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, construction, renovation, improvement, and equipping of the Series 2023 Facilities and the Series 2023 Facilities will be acquired, constructed, renovated,

improved, and equipped and the Series 2023 Facilities will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations.

(k) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Lessee, after reasonable investigation, threatened, against or affecting the Lessee or the assets, properties or operations of the Lessee which, if determined adversely to the Lessee or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by or the validity of the Lessee Documents, or upon the financial condition, assets, properties or operations of the Lessee.

(l) None of the representations of the Lessee contained in the Lessee Documents or any oral or written statement, furnished by or on behalf of the Lessee to the Authority, the Lessor, Bond Counsel, the Placement Agent, or the Bondholder Representative in connection with the transactions contemplated hereby, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Lessee has not disclosed to the Authority, the Lessor, Bond Counsel, the Placement Agent, or the Bondholder Representative in writing that materially and adversely affect or in the future may (so far as the Lessee can now reasonably foresee) materially and adversely affect the properties, business, prospects, revenues, or condition (financial or otherwise) of the Lessee, or the ability of the Lessee to perform its obligations under the Lessee Documents or any documents or transactions contemplated hereby or thereby.

(m) The Lessee (i) understands the structure of the transactions related to the financing and refinancing of the Series 2023 Facilities; (ii) is familiar with all the provisions of the documents and instruments related to such financing and refinancing to which the Lessee is a party or of which the Lessee is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Series 2023 Facilities; (iv) has not relied on the Authority or the Placement Agent for any guidance or expertise in analyzing the financial consequences of such financing and refinancing transactions or otherwise relied on the Authority in any manner, except to issue the Series 2023 Bonds in order to provide funds for the Loan; and (v) acknowledges that the Authority makes no warranty, either express or implied, as to the Series 2023 Facilities or that it will be suitable for the Lessee's or the Lessor's purposes or needs.

(n) Subsequent to the Closing Date for the Series 2023 Bonds, the Lessee will not grant any Liens on the Mortgaged Estate (other than the lien effected by the Mortgage and Permitted Encumbrances).

(o) The Lessee hereby acknowledges receipt of the Indenture, agrees to be bound by its terms, and accepts all obligations and duties imposed thereby.

(p) The federal employer identification number of the Lessee is 87-2863886.

(q) To the best of the Lessee's knowledge, none of the Authority Indemnified Persons has any significant or conflicting interest, financial, employment or otherwise, in the Lessee, the Series 2023 Facilities, or in any of the transactions contemplated under the Lessee Documents.

(r) There has been no material adverse change in the financial condition, prospects or business affairs of the Lessee subsequent to the date on which the Authority adopted the Bond Resolution.

(s) The Lessee will comply with the Charter in all material respects and will take all reasonable action to maintain, extend and renew the Charter as long as any amounts under this Lease Agreement are due and payable.

(t) The Lessee's community school is operated exclusively for charitable and educational purposes as a community school under the Community School Act.

(u) The Lessee shall not acquire any equity share in the Series 2023 Facilities, including without limitation facilities within the meaning of Ohio Revised Code 3314.08(G)(1)(b) comprising the Series 2023 Facilities, as a result of the transactions contemplated by this Lease Agreement.

**Section 2.3. Lessee's Tax Covenants.** The Lessee represents and covenants that:

(a) The Lessee will not take any action or omit to take any action, or allow any action to be taken or omitted, which action or omission will adversely affect the exclusion from gross income of the interest on the Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals under the Code, and in the event of such action or omission, it will, promptly upon having such brought to its attention, take such reasonable actions based upon an opinion of Bond Counsel, and in all cases at the sole expense of the Lessee, as may rescind or otherwise negate such action or omission. The Lessee will not directly or indirectly, use or permit the use of any Bond Proceeds of any Series of Tax-Exempt Bonds or any other funds of the Lessee, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code (or its statutory predecessors). The Lessee will not fail to meet any other applicable requirement of Sections 141, 142, 145, 147, 148, 149 and 150 of the Code (or their statutory predecessors) or cause (i) the interest on the Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals under the Code or (ii) interest on the Bonds to lose its exclusion from taxable income under applicable state law. To that end, the Lessee will comply with all requirements of Sections 141, 142, 145, 147, 148, 149 and 150 of the Code (or their statutory predecessors) to the extent applicable to the Tax-Exempt Bonds. In the event that at any time the Lessee is of the opinion that, for purposes of this Section 2.3, it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee or otherwise, the Lessee shall so instruct the Trustee in writing.

(b) The Lessee hereby covenants and agrees that it will not enter into any arrangement, formal or informal, pursuant to which the Lessee (or any "related party," as defined in Treasury Regulations §1.150-1(b)) shall purchase the Tax-Exempt Bonds. This covenant shall not prevent the Lessee from purchasing Bonds in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(c) With the intent not to limit the generality of the foregoing, the Lessee covenants and agrees that prior to final payment of the Tax-Exempt Bonds:

(i) The Lessee will use the Bond-Financed Property of a Series in such a manner that at least 95% of the Net Bond Proceeds of that Series of Bonds will be treated as used, directly or indirectly, by the Lessee in its exempt activities and not more than 5% of the Net Bond Proceeds of that Series of Bonds will be treated as used, directly or indirectly, in a Private Business Use.

(ii) The Lessee may depart from its covenants in subparagraph (c)(i) above only if and to the extent that an opinion of Bond Counsel is delivered, at the Lessee's expense, to the Trustee that (A) states the extent to which the Lessee may depart from such covenants, and (B) states that such departure from such covenants will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds or cause the interest on the Tax-Exempt Bonds or any portion thereof to become an item of tax preference for purposes of alternative minimum tax imposed on individuals under the Code.

(iii) The Lessee has not and will not secure directly or indirectly more than 5% of either the principal of or the interest on the Tax-Exempt Bonds by (i) any interest in property used or to be used for any Private Business Use or (ii) payments in respect of property used or to be used for any Private Business Use. It will not cause or permit more than 5% of either the principal of or the interest on the Tax-Exempt Bonds to be derived directly or indirectly from payments (whether or not to the Authority, the Lessor, or the Lessee) in respect of property, or borrowed money, used or to be used for any Private Business Use.

(iv) Except as permitted by Section 149(b)(3) of the Code, the Lessee will not permit any Series of Tax-Exempt Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code.

(v) The weighted average maturity of any Series of Tax-Exempt Bonds does not exceed 120% of the weighted average reasonably expected remaining economic life of the Bond-Financed Property financed or refinanced by that Series, determined in accordance with Section 147(b) of the Code. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the date such property was placed in service or, if later, the date of issuance of such Series of Tax-Exempt Bonds. In addition, the cost of financing or refinancing the acquisition of land shall not be taken into account in determining the reasonably expected economic life of property financed by a Series of Tax-Exempt Bonds unless 25% or more of the Net Bond Proceeds of that Series were used to finance or refinance the cost of acquiring land, in which case such land shall be treated as having an economic life of 30 years and shall be taken into account for purposes of determining the reasonably expected economic life of the Bond-Financed Property of that Series.

(vi) The statements concerning the Tax-Exempt Bonds and the application of the Bond Proceeds of that Series set forth in the IRS Form 8038 required by Section 149(e) of the Code, and approved by the Lessee on behalf of the Authority, are true and complete for the purposes for which intended. The Lessee shall prepare and submit, or cause to be submitted, true and complete amendments of, or supplements to, those statements if in an opinion of Bond Counsel such amendments or supplements are deemed to be necessary or advisable.



(vii) No changes will be made in the Bond-Financed Property or in the use of such facilities which will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds or will cause the interest on the Tax-Exempt Bonds, or any portion thereof, to constitute an item of tax preference for purposes of the alternative minimum tax imposed on individuals under the Code. The Lessee will use the Bond-Financed Property or cause such Bond-Financed Property to be used so long as the Tax-Exempt Bonds remain unpaid so as to constitute a “project” within the meaning of the Act.

(viii) No Net Bond Proceeds will be used to reimburse the Lessee for any expenditure made by the Lessee more than 60 days prior to a qualifying declaration of intent, which is approved by Bond Counsel, except for planning costs and other preliminary expenditures within the meaning of Regulations § 1.150-2(f)(2) not in excess of 20% of the issue price of the Tax-Exempt Bonds and de minimis expenses within the meaning of Regulations § 1.150-2(f)(1).

(ix) The Lessee will not make any investment or deposit in Investment Obligations or which involves the payment or agreement to pay to a party other than the United States of America an amount that is required to be paid to the United States of America by entering into a transaction that reduces the Rebate Amount payable to the United States of America or results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm’s length and had the yield on the Tax-Exempt Bonds not been relevant to either party to the transaction.

(d) For purposes of this Lease Agreement, the use by a Private Person of the Bond-Financed Property of a Series pursuant to a service contract that does not constitute private business use under the Code shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property of a Series or of funds used to finance or refinance such Bond-Financed Property of a Series.

(e) The Lessee covenants to comply with the covenants and procedures set forth in Section 3.14 of the Indenture and to deposit in the Rebate Fund such amount as may be necessary to maintain the deposit in the Rebate Fund at the Rebate Amount.

Within 60 days after the end of every fifth Rebate Year, the Lessee, in reliance upon the report of the Rebate Analyst, shall deliver to the Authority a certificate stating that all necessary actions have been taken as required by the Indenture and the Tax Agreement, including but not limited to, (i) the required arbitrage rebate calculations, and (ii) payment of the Rebate Amount, if any, in accordance with Section 148(f) of the Code and the direction of the Rebate Analyst.

(f) All covenants and obligations of the Lessee contained in this Section 2.3 of this Lease Agreement shall remain in effect and be binding upon the Lessee until all of the Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Lease Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Tax-Exempt Bonds and Loan Payments and release and discharge of the Indenture.

(g) Notwithstanding any provision of this Section 2.3, if the Lessee provides, at the Lessee’s expense, to the Lessor, the Trustee and to the Authority an opinion of Bond Counsel to the effect that any action required under this Section, the Tax Agreement, or Section 3.14 of the Indenture is no longer required, or to the effect that some further action is required, to maintain

the exclusions from gross income of interest on the Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Lessee, the Lessor, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions of this Section 2.3, the Tax Agreement and Section 3.14 of the Indenture, and the covenants hereunder shall be deemed to be modified to that extent.

(h) The Lessee agrees that it will not take any action or omit to take any action or cause or permit any circumstance to arise or continue if such action or circumstance or omission would cause any revocation or adverse modification of the federal income tax status of the Tax-Exempt Bonds, unless it obtains, at the Lessee's expense, an opinion of Bond Counsel, addressed to the Trustee that such revocation or modification will not adversely affect the exclusion from gross income under Section 103(a) of the Code of interest paid on the Tax-Exempt Bonds or cause the interest on the Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals under the Code.

(i) The following obligation to make payments is subject to the limitations in subsection (iii) below:

(i) *To Correct Underpayments.* If the Lessee shall be notified by the Authority or the Trustee as of any date that any payment made to the United States Treasury in respect of the Tax-Exempt Bonds pursuant to the rebate provisions of the Indenture shall have failed to satisfy any requirement of Regulations § 1.148-3 (whether or not such failure shall be due to any default by the Lessee), the Lessee shall (1) pay to the Trustee (for deposit to the Rebate Fund) the correct amount in respect thereof, interest thereon, and any penalty imposed under Regulations § 1.148-3(h), and (2) in the event that the Lessee has any knowledge of the reason for such failure, deliver to the Trustee a brief written explanation of such failure and any basis for concluding that such failure was not due to willful neglect.

(ii) *Preservation of Accounting Records.* The Lessee shall retain, and on request of the Rebate Analyst or the Trustee, provide to any such person copies of all of the Lessee's accounting records relating to the accounts and subaccounts in the Funds, for at least six years after the later of the final maturity (whether at stated maturity or earlier prepayment) of the Promissory Note or the first date on which no Tax-Exempt Bonds are Outstanding.

(iii) *Limitation.* The Lessee shall have no responsibility or liability to the Authority or any other person for, and shall not be obligated to make payments in respect of, any rebate obligation other than as specifically stated herein, and then only to the extent of the Rebate Amount relating to funds held under the Indenture and any further Rebate Amount owed as a result of the actions or omissions of the Lessee. Furthermore, the Lessee's obligation to retain records with respect to the Rebate Fund held by the Trustee shall be limited to those records it receives from the Trustee.

**Section 2.4. Lessee's Covenant to Comply With Community School Act.** The Lessee covenants to comply fully and in all respects with the applicable provisions of the Community School Act so long as any Bonds remain Outstanding.

### **ARTICLE III TERM OF AGREEMENT**

The term of this Lease Agreement shall commence on the date of delivery hereof, and, subject to the last sentence of this paragraph, shall expire when all of the Base Lease Payments shall have been fully paid or provision is made for such payment pursuant to Section 11.1 hereof and all reasonable and necessary fees and expenses of the Trustee accrued and to accrue through final payment of the Lease Payments, all fees and expenses of the Authority accrued and to accrue through final payment of the Lease Payments and all other liabilities of the Lessee accrued and to accrue through final payment of the Lease Payments under this Lease Agreement have been paid or provision is made for such payments pursuant to Section 11.1 hereof; provided, however, that notwithstanding any other provision herein (a) the indemnification provisions of Sections 6.6 and 8.6 hereof and agreements contained in Section 10.4 hereof shall survive after the termination of the Lease Term; (b) all agreements, representations and certifications by the Lessee as to the exclusion from gross income of interest on the Tax-Exempt Bonds shall survive termination of the Lease Term until the expiration of statutes of limitation applicable to the liability of the Beneficial Owners of the Tax-Exempt Bonds for federal and state income taxes with respect to interest on the Tax-Exempt Bonds; and (c) upon the defeasance of the Bonds under the Indenture, all the indemnification provisions of Sections 6.6 and 8.6 hereof shall be enforceable by the Indemnified Parties, and all such agreements, representations and certifications regarding the exclusion from gross income of the interest on the Tax-Exempt Bonds shall be enforceable by the Beneficial Owners of the Tax-Exempt Bonds, directly against the Lessee. The expiration date shall be the first to occur of (1)(a) the final maturity or defeasance of all Bonds then Outstanding and (b) final payment of the Lease Payments under this Lease Agreement or provisions made for such payments pursuant to Section 11.1 hereof or (2) December 28, 2122.

**ARTICLE IV**  
**LEASE OF LEASED PROPERTY**

In consideration of the rents for which provision is made herein and of the covenants, agreements and obligations herein stated, and in reliance upon the representations and warranties contained herein, the Lessor hereby leases the Leased Property to the Lessee and the Lessee hereby leases the Leased Property from the Lessor, subject to the provisions of this Lease Agreement and the Permitted Encumbrances, to have and to hold the Leased Property for the term of the Lease Agreement set forth in Article III hereof. Possession of the Leased Property shall be delivered and accepted as of the date of commencement of the Lease Term.

## ARTICLE V PAYMENT PROVISIONS

**Section 5.1. Lease Payments; Limited Obligation.** The Lessee and the Lessor acknowledge and agree that the Base Lease Payments and Additional Lease Payments required hereunder during the Lease Term shall be payable from the Revenues and any other legally available funds of the Lessee. Notwithstanding any other provision in this Lease Agreement to the contrary, no Indebtedness of any kind incurred or created hereunder shall constitute an Indebtedness of the State of Ohio, of the State of Wisconsin, or of their political subdivisions or agencies, and no Indebtedness of the Lessee hereunder shall involve or be secured by the faith, credit or taxing power of the State of Ohio, of the State of Wisconsin, or of their political subdivisions or agencies.

**Section 5.2. Base Lease Payments, Additional Lease Payments and Other Amounts Payable.**

(a) The Lessee shall pay directly to the Trustee all Base Lease Payments on the Base Lease Payment Dates and in the amounts set forth in Exhibit A attached hereto and made a part hereof, as it may be amended from time to time hereunder; provided, however, that the Lessee shall receive, without duplication, a credit against such payments of interest to the extent funds are on deposit in the Bond Fund pursuant to Section 3.03 of the Indenture and available to pay interest on the Series 2023 Bonds on the next Interest Payment Date.

(b) The Lessee may, at any time during the Lease Term, prepay any or all Base Lease Payments in accordance with Article XI hereof. In connection with the prepayment of less than all Base Lease Payments, the Lessor shall deliver to the Trustee, the Authority and the Lessee, within 10 days of any such prepayment, a revised Exhibit A hereto reflecting Base Lease Payments payable after such prepayment, such that remaining Base Lease Payments shall be made in the amounts and on the Base Lease Payment Dates sufficient to enable the Lessor to make all payments on the Loan in respect of the Bonds (after giving effect to the partial prepayment of the Loan and partial redemption or defeasance of the Bonds) when and as due and payable.

(c) The Lessee shall pay all Additional Lease Payments directly to the party to whom owed at the times and as otherwise provided herein and in the Loan Agreement and Indenture.

(d) On or prior to any redemption date established pursuant to Section 5.01 of the Indenture (other than mandatory sinking fund redemption), the Lessee shall pay an amount of money that, together with the Lease Payments made by the Lessee and then on deposit in the Bond Fund and any amounts transferred from the Debt Service Reserve Fund to the Bond Fund, is sufficient to pay the principal of, premium, if any, and interest to the redemption date on the Bonds called for redemption.

(e) As further described in Sections 6.2 and 6.3 hereof, the Lessee shall pay or provide for the payment of all taxes and assessments, general or special, concerning or in any way related to the Series 2023 Facilities or any part thereof, and any other governmental charges or impositions whatsoever related to the Series 2023 Facilities, and premiums for insurance policies maintained on the Series 2023 Facilities as required by this Lease Agreement.

(f) On or before the Optional Put Date, the Lessee shall pay or cause there to be paid to the Lessor for deposit into the Bond Fund an amount of money which, together with amounts then on deposit in the Bond Fund, is sufficient to pay 105% of the principal amount thereof, plus accrued interest thereon to the date of purchase, on the Optional Put Date.

(g) In the event the Lessee should fail to make or fail to cause to be made any of the payments required by this Section 5.2, the item or installment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same and, with respect to the payments required by subsections (a), (c) and (d) of this Section 5.2, to pay interest thereon at the highest rate of interest borne by any of the Bonds, or the maximum rate permitted by law if less than such rate.

**Section 5.3. Manner of Payment.** The Base Lease Payments (including any prepayment thereof) shall be paid by the Lessee by certified funds or other method of payment acceptable to the Trustee in lawful money of the United States of America to the Trustee at its designated corporate trust office. The obligation of the Lessee to pay the Base Lease Payments and Additional Lease Payments during the Lease Term shall be absolute and unconditional, payable from all legally available sources, and payment of the Base Lease Payments and Additional Lease Payments shall not be abated through accident or unforeseen circumstances, or for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Series 2023 Facilities, commercial frustration of purpose, or failure of the Lessor to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease Agreement, it being the intention of the parties that the payments required by this Lease Agreement will be paid in full when due without any delay or diminution whatsoever, subject only to the Lessee's rights under Section 6.2 hereof. Notwithstanding any dispute between the Lessee and Lessor, the Lessee shall, during the Lease Term, make all payments of Base Lease Payments and Additional Lease Payments when due and shall not withhold any Base Lease Payments or Additional Lease Payments pending final resolution of such dispute (except to the extent permitted by Section 6.2 hereof with respect to certain Additional Lease Payments), nor shall the Lessee assert any right of set-off, recoupment or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Lessor shall affect the Lessee's obligation to pay all Base Lease Payments and Additional Lease Payments (except to the extent provided by Section 6.2 hereof with respect to certain Additional Lease Payments), during the Lease Term.

**Section 5.4. Pledge by Lessee.** In fulfillment of its obligations hereunder, the Lessee hereby pledges and grants a security interest in the following to the Lessor, as security for the payment of the Lease Payments:

(a) All of the Lessee's right, title and interest in and to the Mortgaged Estate, including all related additions, replacements, substitutions and proceeds;

(b) To the extent permitted by law, all Revenues, Accounts, and accounts receivable;  
and

(c) Any and all other interests in real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specifically mortgaged, pledged or hypothecated, as and for additional security by the Lessee or by anyone on its behalf.

**ARTICLE VI  
MAINTENANCE, TAXES AND INSURANCE**

**Section 6.1. Maintenance and Modifications of Facilities By Lessee.**

(a) The Lessee agrees that during the Lease Term the Series 2023 Facilities shall be operated and maintained, in compliance in all material respects with all governmental laws, including those related to community schools in the State of Ohio, building codes, ordinances and regulations and zoning laws applicable to the Series 2023 Facilities, unless the same are being contested in good faith by appropriate proceedings. The Lessee agrees that during the Lease Term it will at its own expense (i) keep the Series 2023 Facilities in as safe a condition as required by law, (ii) operate the Series 2023 Facilities for its intended purpose as a community school or, subject to the provisions of the Tax Agreement, such other uses not inconsistent with the Lessee's corporate purpose, and (iii) except to the extent the Lessee has determined that any portion of the Series 2023 Facilities is obsolete or not useful in its operations, keep the Series 2023 Facilities in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals and replacements thereof, all of which shall be accomplished in a workmanlike manner in accordance with all applicable laws. The Lessee may, at its own expense, make from time to time any additions, modifications or improvements to the Mortgaged Estate it may deem desirable for its purposes that do not materially reduce its value; provided that all such additions, modifications and improvements made by the Lessee which are affixed to the Mortgaged Estate shall become a part of the Mortgaged Estate. The Lessee will not permit the removal of any Lessee-owned personal property from the Mortgaged Estate unless such personal property is obsolete, sold for fair market value or will be replaced with personal property of an equal or greater value, with any proceeds from the sale of such personal property used to redeem Series 2023 Bonds or replace the removed equipment.

(b) The Lessee will not permit any Liens, security interests or other encumbrances, other than Permitted Encumbrances, to be established or to remain against the Mortgaged Estate for any additions, modifications, improvements, repairs, renewals or replacements made by the Lessee to the Mortgaged Estate. However, if no Event of Default has occurred and is continuing, and after notifying the Trustee of its intention to do so, the Lessee may permit the Liens to remain undischarged and unsatisfied while the Lessee is diligently prosecuting, in good faith and at its own expense, a contest of any mechanics' or other Liens filed or established against the Mortgaged Estate, including any appeal therefrom. The Lessee's right to contest a Lien shall not apply, however, if the Mortgaged Estate or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items.

**Section 6.2. Taxes, Other Governmental Charges and Utility Charges.** The Lessee will pay, as the same become due, (a) all taxes and governmental charges of any kind whatsoever or payments in lieu of taxes that may at any time be lawfully assessed or levied against or with respect to the Mortgaged Estate or any interest therein, or any machinery, equipment or other property installed or brought by the Lessee therein or thereon which, if not paid, will become a Lien on the Mortgaged Estate prior to or on a parity with the lien thereon under this Lease Agreement or the Mortgage, (b) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Mortgaged Estate, and (c) all assessments and charges lawfully made by any governmental body for public improvements that may be secured



by a Lien on the Mortgaged Estate; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as may have become due during the term of this Lease Agreement. The Lessee may, at its own expense, but only if no Event of Default (excluding the issue being contested hereunder) has occurred and is continuing, diligently prosecute and in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges contested to remain unpaid during the period of such contest and any appeal therefrom if, in the Opinion of Counsel, the Mortgaged Estate shall not be subject to loss or forfeiture. In the event that the Lessee is not able to obtain such Opinion of Counsel, such taxes, assessments or charges shall be paid promptly or secured by posting a bond with the Lessor in form satisfactory to the Lessor. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Lessor may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Lessor shall become an additional obligation of the Lessee payable to the Lessor, which amount the Lessee agrees to pay on demand together with interest thereon at a rate which shall be equal to the highest rate of interest borne by the Bonds or the maximum rate permitted by law if less than such rate.

### **Section 6.3. Insurance Required.**

(a) Throughout the term of this Lease Agreement, the Lessee shall keep or cause to be kept, the following insurance coverages relating to the Series 2023 Facilities, paying as the same become due and payable all premiums with respect thereto:

(i) Prior to the completion of the Series 2023 Facilities, builder's risk insurance in such amounts as are customary in connection with the construction of facilities of similar size, type and character within the State of Ohio;

(ii) Insurance against loss or damage to the Series 2023 Facilities and all improvements thereon and therein (including, during any period of time when the Lessee is making alterations, repairs or improvements to the Series 2023 Facilities, improvements and betterments coverage), all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Ohio, in an amount equal to the full replacement value of the Series 2023 Facilities (excluding the Land);

(iii) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Series 2023 Facilities, including in, on or about the sidewalks or premises adjacent to the Series 2023 Facilities, providing coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate;

(iv) On and after July 1, 2024, business interruption or rent loss insurance equal to the lesser of (a) an amount equal to nine months of Operating Expenses or (b) \$3,000,000; and

(v) Such other forms of insurance as are customary in the industry or as the Lessee is required by law to provide with respect to the Series 2023 Facilities, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(b) All the insurance coverage required by this Section may be subject to deductible clauses in such amounts as are customary for facilities of similar size, type and character within the State of Ohio. At least every three years, commencing not later than the third anniversary of the Closing Date for the Series 2023 Bonds, the Lessee shall employ (or cause to be employed), at its own expense, an Insurance Consultant to review the insurance coverage required by this Section and to render to the Lessor and the Trustee a report as to the adequacy of such coverage and as to its recommendations, if any, for adjustments thereto. The insurance coverage required by this Section may be reduced or otherwise adjusted by the Lessee without the consent of the Trustee or the Lessor, but not without the consent of the Bondholder Representative, provided that all coverages after such reduction or other adjustment are certified by the Insurance Consultant to be adequate and customary for facilities of like size, type and character, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance and the effect of such terms and such cost upon the Lessee's costs and charges for the use of the Series 2023 Facilities.

(c) The insurance coverage required by this section shall be increased or otherwise adjusted by the Lessee if as a result of such review the Insurance Consultant finds that the existing coverage is inadequate, taking into account the availability of such insurance, the terms upon which such insurance is available, the cost of such available insurance, and the effect of such terms and such cost upon the Lessee's costs and charges for its services. The insurance coverage required by this Section, and modification thereof permitted or required by this paragraph, shall at all times be adequate and customary for facilities of like size, type and character, and the Lessee shall request that the Insurance Consultant so certify in the report required by this Section. The Lessee shall pay any fees charged by such Insurance Consultant and any expenses incurred by the Authority and the Trustee.

(d) All policies maintained (or caused to be maintained) by the Lessee pursuant to this Section shall be taken out and maintained with generally recognized, responsible insurance companies rated not less than "A-" by A.M. Best, licensed by the State of Ohio, which may include governmental insurance pools, selected by the Lessee. The insurance policies required by subsections (a)(i) and (a)(ii) of this Section shall name the Trustee, the Authority and the Lessee as insureds as their respective interests may appear (provided that with respect to insurance maintained pursuant to subsection (a)(i) of this Section, the Trustee shall also be named as a mortgagee under the terms of a standard Ohio mortgagee loss payable endorsement), and the Trustee shall also be named as an additional insured on the policies required by subsections (a)(iii) and (a)(iv) of this Section, and, provided further that all insurance proceeds for losses related to the Mortgaged Estate, and except for worker's compensation, fidelity insurance and liability insurance, shall be paid directly to the Trustee. Such policies or certificates of insurance shall provide that the insurer will endeavor to mail thirty (30) days' written notice to the Authority and the Trustee of any amendment or cancellation prior to expiration of such policy.

(e) The Lessee shall deliver to the Trustee (a) upon the date of issuance of each Series of Bonds, a certificate or certificates of insurance evidencing the coverages which the Lessee is then required to maintain pursuant to this Section, together with evidence as to the payment of all premiums then due thereon, (b) at least thirty (30) days prior to the expiration of any such policies, a certificate of the Lessee confirming the renewal thereof, if then required by this Section, and the payment of all premiums then due with respect thereto, and (c) promptly upon request by the

Authority or the Trustee, but in any case within ninety (90) days after the end of each Fiscal Year, a certificate of an Authorized Representative of the Lessee setting forth the particulars as to all insurance policies maintained by the Lessee pursuant to this Section and certifying that such insurance policies are in full force and effect, that such policies comply with the provisions of this Section and that all premiums then due thereon have been paid. The Trustee shall not be responsible for the sufficiency of coverage or the amounts of any such policies or otherwise monitoring the Lessee's compliance with its insurance obligations hereunder.

**Section 6.4. Application of Net Proceeds of Insurance.** The Net Proceeds of the insurance carried pursuant to subsections (i) and (ii) of Section 6.3(a) hereof shall be applied as provided in Section 7.2 hereof and Article VII of the Loan Agreement. The Net Proceeds of insurance carried pursuant to subsections (iii) and (iv) of Section 6.3(a) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

**Section 6.5. Advances by Trustee.** In the event the Lessee shall fail to maintain the full insurance coverage required by this Lease Agreement or shall fail to keep the Series 2023 Facilities in the condition required hereby (except as otherwise herein permitted), the Trustee may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same, or make the required repairs, renewals and replacements; and all amounts advanced therefor by the Trustee shall become an additional obligation of the Lessee under this Lease Agreement, which amounts the Lessee agrees to pay on demand together with interest thereon at a rate equal to the highest interest rate borne by any of the Bonds or the maximum rate permitted by law if less than such rate.

**Section 6.6. Environmental Indemnity.**

(a) In addition to the indemnification set forth in Section 8.7 hereof, the Lessee shall and does hereby indemnify and hold harmless the Environmental Indemnity Parties for, from and against any and all Environmental Damages that the Environmental Indemnity Parties may incur as well as any and all loss, costs, damages, exemplary damages, natural resources damages, Liens and expenses, (including, but not limited to, attorneys' fees and any and all other costs incurred in the investigation, defense and settlement of claims) that Environmental Indemnity Parties may incur as a result of or in connection with the assertion against Environmental Indemnity Parties, or against all or a portion of the Series 2023 Facilities, of any claim, civil, criminal or administrative, which:

(i) arises out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of any Regulated Chemical, including, but not limited to, any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, medical waste and waste (including materials to be recycled, reconditioned or reclaimed); or

(ii) actually or allegedly arises out of the use of any Regulated Chemical, the existence or failure to detect the existence or proportion of any Regulated Chemical in the soil, air, surface water or groundwater, or the performance or failure to perform the abatement or removal of any

Regulated Chemical or of any soil, water, surface water or groundwater containing any Regulated Chemical; or

(iii) arises out of the actual or alleged existence of any Regulated Chemical on, in, under, or affecting all or a portion of the Series 2023 Facilities; or

(iv) arises out of any misrepresentations of the Lessee concerning any matter involving Regulated Chemicals or Environmental Requirements; or

(v) arises out of the Lessee's failure to provide all information, make all submissions and filings, and take all steps required by appropriate government authority under any applicable Environmental Law, regulation, statute or program, whether federal, state or local, whether currently existing or hereinafter enacted.

(b) Without prejudice to the survival of any other agreements of the Lessee hereunder, this indemnification shall survive any termination, payment or satisfaction of the Bonds and the termination of this Lease Agreement, and any foreclosure or any other transfer of any kind of the Series 2023 Facilities.

(c) The Lessee's indemnification contained herein to each Environmental Indemnity Party is intended to be for his or her active or passive negligence or misconduct; provided, however, nothing contained herein shall be deemed to provide indemnification to any Environmental Indemnity Party with respect to any Liabilities arising from the successful allegation of fraud, gross negligence or willful misconduct of such party.

(d) The Lessee's indemnification contained herein shall be effective not only with any existing Environmental Requirements affecting the Lessee, Environmental Indemnity Parties and/or the Series 2023 Facilities, but also for any hereinafter enacted Environmental Law, regulation, statute or program, whether federal, State of Ohio or local affecting the Lessee, Environmental Indemnity Parties and/or the Series 2023 Facilities.

(e) The Lessee's indemnification contained herein shall extend to any and all like claims which arise from the acts or omissions of any user, tenant, lessee, agent or invitee of the Lessee.

(f) The obligations under this Section shall not be affected by any investigation by or on behalf of Environmental Indemnity Parties, or by any information which Environmental Indemnity Parties may have or obtain with respect thereto.

(g) The Lessee's indemnification shall include the duty to defend any and all claims of the types described in this Section, and Environmental Indemnity Parties may participate in the defense of any claim of the type described in this Section without relieving the Lessee of any obligation hereunder. This duty to defend shall apply and constitute an obligation of Lessee regardless of any challenge by Lessee to this provision, the indemnification contained herein, or any other provision of this Lease Agreement. This duty to defend shall apply regardless of the validity of Lessee's indemnification, as may ultimately be determined by a court of competent jurisdiction.

## **Section 6.7. Environmental Covenants.**

(a) *Use of Facilities.* The Lessee will not intentionally or unintentionally conduct, or allow to be conducted, any business, operation or activity on, under or in the Series 2023 Facilities, or employ or use the Series 2023 Facilities or allow for it to be employed or used, to manufacture, transport, treat, store or dispose any Regulated Chemical which would violate or potentially violate Environmental Requirements, including, but not limited to, any action which would:

(i) bring the Lessee or the Series 2023 Facilities within the ambit of, or otherwise violate, the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. §6901, *et seq.*;

(ii) cause, or allow to be caused, a release or threat of release, of hazardous substances on, under, in or about the Series 2023 Facilities as defined by, and within the ambit of, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601, *et seq.*; or

(iii) violate the Clean Air Act of 1970, as amended, 42 U.S.C. §7401, *et seq.*, or other similar State of Ohio, regional or local statute, law, regulation, rule or ordinance, including without limitation, the laws of the State of Ohio, or any other statute providing for the financial responsibility for cleanup for the release or threatened release of substances provided for thereunder.

The Lessee will not do or permit any act or thing, business or operation, that materially increases the dangers, or poses an unreasonable risk of harm, or impairs, or may impair, the value of the Series 2023 Facilities, or any part thereof.

(b) *Maintenance of Facilities.* The Lessee shall maintain the Series 2023 Facilities free from contamination by Regulated Chemicals and shall not intentionally or unintentionally allow a release, discharge or emission, or threat of release, discharge or emission, of any Regulated Chemical on, under, in or about the Series 2023 Facilities, and shall not permit the migration or threatened migration from other properties upon, about or beneath the Series 2023 Facilities.

(c) *Notice of Environmental Problem.* The Lessee (provided that the Lessee shall only forward to the Lessor and the Trustee those notices, letters, citations, orders, warnings, complaints, inquiries, claims or demands actually received by the Lessee) shall promptly provide a copy to the Lessor and the Trustee, and in no event later than fifteen (15) days from the Lessee's receipt or submission, of any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that:

(i) the Lessee and/or any tenants or sublessees have violated, or are about to violate, any Environmental Law or Environmental Requirement;

(ii) there has been a release, or there is a threat of release, of any Regulated Chemical from the Series 2023 Facilities;

(iii) the Lessee and/or any tenants or sublessees may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of any Regulated Chemical; or

(iv) any portion of the Series 2023 Facilities is subject to a Lien in favor of any governmental entity for any liability, costs or damages, under Environmental Requirements arising from, or costs incurred by such governmental entity in response to, a release of any Regulated Chemical.

(d) *Response Action.* The Lessee shall take all appropriate responsive action, including any removal and remedial action, in the event of a release, emission, discharge or disposal of any Regulated Chemical in, on, under or about the Series 2023 Facilities, so as to remain in compliance with the above, and to keep the Series 2023 Facilities free from and unaffected by Regulated Chemicals.

(e) *No Liens or Encumbrances.* The Lessee shall prevent the imposition of any Liens or encumbrances against the Series 2023 Facilities for the costs of any response, removal or remedial action or cleanup of any Regulated Chemicals.

(f) *Compliance with Environmental Requirements.* The Lessee shall carry on its business and operations at the Series 2023 Facilities to comply in all respects and will continue to remain in compliance with all applicable Environmental Requirements and maintain all permits and licenses required thereunder.

(g) *Additional Environmental Reports.* As long as there are any Bonds Outstanding, the Lessee shall provide the Trustee with a copy of any Environmental Report performed during that time. The Trustee shall have no duty to review or analyze any such Environmental Assessment and shall not be required to act upon the same unless the report creates an Event of Default hereunder.

#### **Section 6.8. Additional Environmental Provisions.**

(a) *Right to Notify Agencies.* To the extent the Lessor receives written notice, whether from the Lessee or any other party, stating that the Lessee or the Lessor is in violation of any environmental law, statute, regulation, ordinance, rule or order, whether federal, State or local, or that there has been a release or threat of release of any Regulated Chemical from or upon the Series 2023 Facilities, the Lessor, and the Lessee shall promptly take all action required under the Continuing Disclosure Agreement regarding its continuing disclosure obligations.

(b) *Right of Inspection.*

(i) The Trustee at any time and from time to time, with reasonable cause and notice, either prior to or after the occurrence of any Event of Default hereunder, may require the Lessee to submit to the Trustee within ninety (90) days of either the notice required under Section 6.7(c) hereof or a written request from the Trustee or the Bondholder Representative, an Environmental Assessment, in scope, form and substance, and prepared by an independent, competent and qualified engineer satisfactory to the Bondholder Representative, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that

consistent with generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on, under, in or about the Series 2023 Facilities which could necessitate an environmental response action, and which demonstrates that the Series 2023 Facilities complies with, and does not deviate from, all applicable environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder, and that the Lessee is in compliance with, and has not deviated from, the representations and warranties set forth in Sections 2.2 and 6.7 hereof. The Trustee shall have no duty to review or analyze any such Environmental Assessment and shall not be required to act upon the same except upon receipt of written direction from the Bondholder Representative (or if none, the Beneficial Owners of a majority in aggregate principal amount of the Bonds then Outstanding) and indemnity satisfactory in accordance with the Indenture.

(ii) The Lessee hereby grants, and will cause any tenants or users of the Series 2023 Facilities to grant, to the Trustee, its agents, attorneys, employees, consultants and contractors, upon reasonable notice and under reasonable conditions established by the Lessee which do not impede the performance of the Environmental Assessment, an irrevocable license and authorization to enter upon and inspect the Series 2023 Facilities and perform such sampling, tests and analysis, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Series 2023 Facilities, as the Trustee or its agent determines is necessary; provided, however, that prior to the occurrence and continuation of an Event of Default, the Trustee shall use its best efforts not to interfere with the operations of the School or to materially damage the Series 2023 Facilities.

(iii) The Lessee will cooperate with the consultants and supply to the consultants such historical and operational information as may be reasonably requested by the consultants, together with any notices, permits or other written communications pertaining to violations of Environmental Requirements and any and all necessary information and make available personnel having knowledge of such matters as may be required by the Trustee, the Trustee's agents, consultants and engineers to complete an Environmental Assessment.

(iv) Should the Lessee fail to perform an Environmental Assessment within the time period set forth in Section 6.8(b)(i) hereof, the Trustee shall have the right but not the obligation to retain an environmental consultant to perform said Environmental Assessment.

(v) The cost of performing any Environmental Assessment shall be paid by the Lessee upon demand of the Trustee and any such obligations shall be deemed to be an Additional Lease Payment due hereunder.

(c) *Event of Default.* If an Environmental Assessment reveals any violations of Environmental Requirements or the Lessee receives a notice of a violation of Environmental Requirements, and the Lessee fails to cure the violation in the time period and the manner specified in Section 10.1(b) hereof, such action will constitute an Event of Default.

(d) *No Assumption of Risk.* The Trustee's rights under this Section shall be exercised by it in its sole discretion and not for the benefit of the Lessee. The Trustee shall have no obligation (unless directed and indemnified as provided in the Indenture) to enter onto the Series 2023 Facilities or to take any other action which is authorized by this Article for the protection of its

security interest. The Lessee specifically agrees and acknowledges that any action permitted under this Section shall not be construed to be the management or control of the Series 2023 Facilities by the Trustee.

(e) Any access to or inspection of the Series 2023 Facilities by the Trustee shall be conducted in accordance with applicable State and federal law and using best efforts to avoid disruptions of the Lessee's operations of the School.



**ARTICLE VII**  
**DAMAGE, DESTRUCTION AND CONDEMNATION**

**Section 7.1. Damage, Destruction and Condemnation.** If, during the Lease Term (a) the Series 2023 Facilities or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (b) title to, or the temporary or permanent use of, the Series 2023 Facilities or any portion thereof or the estate of the Lessee or the Lessor in the Series 2023 Facilities or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (c) a breach of warranty or a material defect in the construction, manufacture or design of the Series 2023 Facilities shall become apparent; or (d) title to or the use of all or any portion of the Series 2023 Facilities shall be lost by reason of a defect in title thereto; then the Lessee shall be obligated to continue to pay the amounts specified in Section 5.2 of this Lease Agreement.

**Section 7.2. Treatment of Net Proceeds.** The Lessee and, to the extent such Net Proceeds are within its control, the Lessor, shall cause the Net Proceeds of any insurance policies, payment of performance bonds or condemnation awards to be applied in accordance with the terms of Article VII of the Loan Agreement.

**Section 7.3. Continuation of Operations in Event of Casualty.** In the event of any damage to or destruction of the Series 2023 Facilities or any part thereof by fire, lightning, vandalism, malicious mischief and extended coverage perils, the Lessee shall make all diligent and reasonable efforts to continue operation of the Series 2023 Facilities in such a manner that will ensure continuation of State Payments or shall use its best efforts to obtain or use other financing resources to continue operation of the Series 2023 Facilities and ensure due and timely payment of the Lease Payments.

**ARTICLE VIII  
SPECIAL COVENANTS**

**Section 8.1. Annual Budget.** The Lessee agrees to annually budget sufficient expenditures to provide for all Base Lease Payments, Additional Lease Payments and other amounts due under this Lease Agreement.

**Section 8.2. Consolidation, Merger, Sale or Conveyance.**

(a) The Lessee agrees that during the term of this Lease Agreement it will maintain its corporate existence, will continue to be a nonprofit corporation under the laws of the State, will not merge or consolidate with, or sell or convey all or substantially all of its assets to, any Person unless (i) no Event of Default has occurred and is continuing, (ii) it first acquires the consent of the Authority and the Bondholder Representative or, if there is no Bondholder Representative, the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding to such transaction, (iii) it provides to the Trustee notice of its intent at least ninety (90) days in advance of such consolidation, merger, sale or conveyance, and (iv) the acquirer of the Lessee's interest in the Series 2023 Facilities or the corporation with which it shall be consolidated or the resulting corporation in the case of a merger:

(b) shall assume in writing the performance and observance of all covenants and conditions of the Lessee Documents and pledge its assets as security for the Bonds;

(c) shall provide the Authority and Trustee with an opinion of Bond Counsel to the effect that such merger, consolidation, sale or conveyance would not adversely affect the validity of any of the Bonds or the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds;

(d) shall provide the Authority, the Bondholder Representative, and the Trustee with an Opinion of Counsel to the Lessee (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other corporations which are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business or, has any pending litigation which might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount which exceeds the insurance or reserves therefor by a sum which is more than 2% of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger or transfer and after giving effect thereto;

(e) shall provide evidence to the Authority, the Trustee, and the Bondholder Representative that the surviving or acquiring entity has a consolidated tangible net worth (after giving effect to such consolidation, merger, sale or conveyance) of not less than the consolidated tangible net worth of the Lessee immediately prior to such consolidation, merger, sale or conveyance;

(f) shall deliver to the Trustee and the Bondholder Representative within thirty (30) days of the close of such transaction, an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Lessee under the Lessee Documents shall

become obligations of the new entity; provided, however, the Lessee shall not be released from same until all conditions under this Section 8.2 have been satisfied; and

(g) in the case of a consolidation or merger, shall provide to the Trustee, the Bondholder Representative and the Authority an Opinion of Counsel to the effect that the surviving entity can continue to operate the Series 2023 Facilities as a community school in accordance with the Community School Act and that the entity is entitled to receive the State Payments.

**Section 8.3. Transfer of Membership Interest in Lessor.** The Lessee agrees that during the Lease Term it will not transfer or convey its membership interest in Lessor to any Person unless (i) no Event of Default has occurred and is continuing, (ii) it provides to the Trustee and the Bondholder Representative notice of its intent at least ninety (90) days in advance of such transfer or conveyance, (iii) it obtains the prior written consent of the Bondholder Representative and (iv) the transferee:

(a) shall provide the Authority, the Bondholder Representative and the Trustee with an opinion of Bond Counsel to the effect that such transfer or conveyance would not adversely affect the validity of any of the Bonds or the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds; and

(b) shall provide the Authority, the Bondholder Representative and the Trustee with an Opinion of Counsel to the transferee acceptable to Bond Counsel that the transferee is described in Section 501(c)(3) of the Code and is not a private foundation under Section 509(a) of the Code.

**Section 8.4. Further Assurances.** The Lessor and the Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease Agreement, subject, however, to the terms and conditions of Article X of the Indenture.

**Section 8.5. Audits.** The Lessee agrees that it will have the books and records of the Lessee audited annually commencing with the Fiscal Year ending June 30, 2024, by an Accountant as soon as practicable after the close of such Fiscal Year. The Lessee agrees that it will post or cause the Audited Financial Statements to be posted on EMMA as provided in the Continuing Disclosure Agreement within 30 days of release by the Auditor of State or such other applicable State agency.

**Section 8.6. Accounting Records and Financial Statements; Other Information.** The Lessor covenants and agrees at all times to keep, and to cause the Lessee to keep with respect to the operations of the School, proper books of record and accounts with fully, true and correct entries of all of its dealings substantially in accordance with the practices generally accepted for State community school accounting in which complete and accurate entries shall be made of all transactions of or in relation to the business, properties and operations of the Lessee. Such books of record and account shall be available for inspection by the Trustee and Authority at reasonable hours and under reasonable circumstances. The Lessor shall provide, and cause the Lessee to provide, promptly upon the request of the Authority or the Trustee, such other information

regarding the financial position, results of operations, business or prospects of the Lessor or the Lessee as such party may reasonably request from time to time.

**Section 8.7. Indemnification.** To the fullest extent permitted by law, the Lessee agrees to fully, forever and irrevocably release, indemnify, hold harmless and defend the Indemnified Parties, against any and all Liabilities, arising out of or based upon or in any way relating to:

(a) the Lessee Documents or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Bonds;

(b) the performance and observance by or on behalf of the Authority of those things on the part of the Authority agreed to be performed or observed under the Indenture or the Loan Agreement and the documents identified in subsection (a) above;

(c) any act or omission of the Lessee or any of its affiliates or affiliated persons, agents, contractors, servants, employees, tenants or licensees in connection with the Series 2023 Facilities, the operation of the Series 2023 Facilities, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation or construction of, the Series 2023 Facilities or any part thereof;

(d) any lien or charge upon payments by the Lessor or the Lessee to the Authority or the Trustee hereunder or under the Loan Agreement, as applicable, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority and the Trustee in respect of any portion of the Series 2023 Facilities;

(e) any violation of any Environmental Law and Environmental Requirements with respect to, or the release of any Regulated Chemicals from, the Series 2023 Facilities or any part thereof;

(f) the defeasance and/or redemption, in whole or in part, of the Bonds;

(g) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering or disclosure document or disclosure or continuing disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering or disclosure document or disclosure or continuing disclosure document for the Bonds of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(h) any declaration of taxability of interest on the Tax-Exempt Bonds, or allegations that interest on the Tax-Exempt Bonds is taxable or any regulatory audit or inquiry regarding whether interest in the Tax-Exempt Bonds is taxable;

(i) any investigation or formal or informal inquiry by any federal, state, or local governmental or regulatory agency (including, but not limited to, the U.S. Securities & Exchange

Commission) with respect to the Bonds or the transactions contemplated by the Authority Documents or in connection therewith;

(j) any third-party request to the Authority for documents or information regarding the Bonds or related documents or transactions pursuant to the Federal Freedom of Information Act ("FOIA") or Wisconsin Public Records Law (Wis. Stat. §§ 19.21, et seq.); to the extent not paid by the requesting party;

(k) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Bonds to which it is a party; or

(l) any injury to or death of any Person or damage to property in or upon the Series 2023 Facilities or growing out of or connected with the use, nonuse, condition or occupancy of the Series 2023 Facilities; except (A) in the case of the foregoing indemnification of the Trustee Indemnified Persons, to the extent such damages are caused by the gross negligence or willful misconduct of such Trustee Indemnified Person; or (B) in the case of the foregoing indemnification of the Authority and the Authority Indemnified Persons, to the extent such damages are caused by the willful misconduct of the Person seeking indemnification.

THE LESSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AUTHORITY AND THE AUTHORITY INDEMNIFIED PERSONS SHALL BE RELEASED FROM, AND INDEMNIFIED HEREUNDER AGAINST, LIABILITIES ARISING FROM THE AUTHORITY'S OR ANY AUTHORITY INDEMNIFIED PERSON'S OWN NEGLIGENCE OF ANY KIND, DESCRIPTION OR DEGREE (EXPRESSLY WAIVING THE PROVISIONS OF SECTION 895.045 OF THE WISCONSIN STATUTES AND THE STATUTORY OR COMMON-LAW CONTRIBUTORY OR COMPARATIVE NEGLIGENCE LAWS OF ANY OTHER JURISDICTION), OR BREACH OF CONTRACTUAL DUTY, WITHOUT REGARD TO THE NECESSITY OF ANY BREACH OR FAULT ON THE PART OF LESSEE, EXCEPT INsofar AS AND TO THE EXTENT THAT ANY SUCH LIABILITIES ARISE FROM THE WILLFUL MISCONDUCT OF THE PERSON SEEKING INDEMNIFICATION.

In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Lessee, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Lessee shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Lessee if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

In addition to the foregoing, the Lessee shall pay upon demand all of the fees and expenses paid or incurred by the Authority or any Authority Indemnified Person and the Trustee or any Trustee Indemnified Person in enforcing the provisions of this Section 8.7.

The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall remain valid and in effect notwithstanding repayment of the loan hereunder or payment, redemption or defeasance of the Bonds or termination of this Lease Agreement.

Nothing contained in this Section 8.7 shall be construed in any way to limit the indemnification rights of the Authority or any Authority Indemnified Person and the Trustee or any Trustee Indemnified Person set forth in any Authority Document, Lessor Document, or Lessee Document.

**Section 8.8. Authority of Authorized Representative of Lessee.** Whenever under the provisions of this Lease Agreement or the Indenture the approval of the Lessee is required, or the Lessor, the Authority or the Trustee is required to take some action at the request of the Lessee, such approval or such request shall be made by the Authorized Representative of the Lessee unless otherwise specified in this Lease Agreement. The Lessor, the Authority or the Trustee shall be authorized to act on any such approval or request and the Lessee shall have no complaint against the Lessor, the Authority or the Trustee as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease Agreement, the Loan Agreement or the Indenture by an Authorized Representative of the Lessee shall be on behalf of the Lessee and shall not result in any personal liability of such Authorized Representative.

**Section 8.9. Authority of Authorized Representative of Lessor.** Whenever under the provisions of this Lease Agreement the approval of the Lessor is required, or the Lessee or the Trustee is required to take some action at the request of the Lessor, such approval or such request shall be made by the Authorized Representative of the Lessor unless otherwise specified in this Lease Agreement, the Loan Agreement or the Indenture. The Lessee or the Trustee shall be authorized to act on any such approval or request and the Lessor shall have no complaint against the Lessee or the Trustee as a result of any such action taken in accordance with such approval or request. The execution of any document or certificate required under the provisions of this Lease Agreement, the Loan Agreement or the Indenture by an Authorized Representative of the Lessor shall be on behalf of the Lessor and shall not result in any personal liability of such Authorized Representative.

**Section 8.10. Licenses and Qualifications.** The Lessee will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its lessees to comply, with such permits, licenses and other governmental approvals necessary for operation of the School as a community school (as defined in the Community School Act) at the Series 2023 Facilities (subject, however, to Section 8.11 of the Loan Agreement).

**Section 8.11. Right to Inspect.** Following reasonable notice to the Lessee, at any and all reasonable times during business hours, the Trustee, the Authority, the Bondholder Representative, the Bondholders, the Lessor and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Series 2023 Facilities, including all books and records of the Lessee (excluding records the confidentiality of which may be protected by law), and to make such copies and memoranda from and with regard thereto as may be desired; provided, however, that they shall maintain these books and records in confidence if required by applicable law. Any inspection of the Facilities pursuant to this provision shall be conducted in accordance with applicable State and federal law and using best efforts to avoid disruptions of the Lessee's operations of the School.

**Section 8.12. Assignment and Subleasing.** This Lease Agreement may not be assigned by the Lessee for any reason other than to a successor by operation of law. However, the Leased Property may be subleased to any other person or entity, as a whole or in part, by the Lessee, with the written consent of the Lessor and the Bondholder Representative, and subject to each of the following conditions:

(a) this Lease Agreement and the obligations of the Lessee hereunder, shall, at all times during the Lease Term remain obligations of the Lessee subject to Sections 5.1 and 5.2 of this Lease Agreement, and the Lessee shall maintain its obligations to the Lessor, notwithstanding any sublease;

(b) the Lessee shall furnish or cause to be furnished to the Lessor a copy of any sublease agreement;

(c) no sublease by the Lessee shall violate the Constitution or laws of the State of Ohio; and

(d) the Leased Property may be conveyed or subleased, in whole or in part, only to another entity or entities if, in the opinion of Bond Counsel, such conveyance or sublease will not impair the exclusion from gross income for purposes of federal income taxation of the Tax-Exempt Bonds.

**Section 8.13. Prohibited Use.**

(a) No portion of the proceeds of the Bonds shall be used to finance or refinance any facility, place or building used or to be used for sectarian instruction or study or as a place of devotional activities or religious worship, in such a manner or to such an extent as would result in any of the Tax-Exempt Bonds being treated as an obligation not described in Section 103(a) of the Code.

**Section 8.14. Limitations on Incurrence of Additional Indebtedness.**

(a) The Lessee shall not incur additional Indebtedness except pursuant to this Section 8.14.

(b) The Lessee may incur additional Indebtedness with the prior written consent of the Bondholder Representative or, if there is no Bondholder Representative, the Beneficial Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(c) The Lessee may incur Short-Term Indebtedness, Non-Recourse Indebtedness, and Subordinated Indebtedness provided that in no event shall the aggregate principal amount of all Short-Term Indebtedness, Non-Recourse Indebtedness, and Subordinated Indebtedness outstanding at any time exceed 3% of the Lessee's operating revenues for the last preceding Fiscal Year for which audited financial statements have been prepared pursuant to Section 8.5 hereof.

(d) The Lessor and the Lessee may incur Additional Indebtedness in an aggregate amount not to exceed \$100,000 in the form of unsecured credit card debt; unsecured lines of credit; unsecured debt subordinate to the Loan; and leases for typical classroom and office equipment.

(e) The Lessee may incur the Working Capital Indebtedness provided that in no event shall the aggregate principal amount of Working Capital Indebtedness outstanding at any time exceed \$700,000.

**Section 8.15. Covenant to Comply with Indenture and Loan Agreement.** The Lessee hereby acknowledges receipt of the Indenture and the Loan Agreement, agrees to be bound by the respective terms thereof and accepts all obligations and duties imposed on the Lessee thereby.

**Section 8.16. Liens.** Except as specifically provided in this Lease Agreement, the Lessee covenants not to create, assume, incur or suffer to be created, assumed or incurred any Lien (other than Permitted Encumbrances) on the Mortgaged Estate.

**Section 8.17. Calculation of Principal and Interest Requirements on Long-Term Indebtedness.** The calculation of Principal and Interest Requirements on Long-Term Indebtedness that is Balloon Indebtedness, Put Indebtedness, or Variable Rate Indebtedness shall be made as set forth below:

A. In determining the amount of debt service payable on any Balloon Indebtedness, it shall be assumed the Balloon Amount is Long-Term Indebtedness maturing over a term equal to the term of the Balloon Indebtedness or a term of 20 years from the date of issuance of the Balloon Indebtedness, whichever is greater, and the Balloon Amount bears interest on the unpaid principal balance at the Projected Rate and is payable on a level debt service basis over a 20-year period.

B. Any Put Indebtedness that bears interest at a variable rate shall be assumed to bear interest at the Projected Rate and be payable on a level debt service basis over a 25-year period and any Put Indebtedness that bears interest at a fixed rate shall be assumed to bears interest at the fixed rate applicable to the Put Indebtedness, with such fixed interest rate applied over the entire term of the Indebtedness, and be payable on a level debt service basis over a 25-year period.

C. In determining the amount of debt service payable on any Variable Rate Indebtedness for any future period, interest on any such Variable Rate Indebtedness for any period of calculation shall be computed by assuming that the rate of interest applicable to the Determination Period is equal to the average annual rate of interest on similar securities (calculated in the manner in which the rate of interest for the Determination Period is to be calculated) which



was in effect for the twenty-four (24) month period prior to a date selected by the Lessee, which selected date is within forty-five (45) days immediately preceding the beginning of the Determination Period, plus two percent (2%) per annum, as certified by a banking or investment banking institution knowledgeable in matters of variable rate financing or, if it is not possible to calculate such average annual rate of interest, by assuming that the rate of interest applicable to the Determination Period is equal to the rate of interest then in effect on such Variable Rate Indebtedness, plus two percent (2%) per annum. In addition, debt service shall include any continuing credit enhancement, liquidity, and/or remarketing fees for the relevant period.

**Section 8.18. Liquidity Covenant.** The Lessee will calculate Days Cash on Hand as of the last day of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2025, based upon its audited financial statements for such Fiscal Year and file such reports with the Trustee. The Lessee hereby covenants and agrees that it will maintain Days Cash on Hand equal to (a) at least 60 Days Cash on Hand as of June 30, 2025, and (b) at least 90 Days Cash on Hand as of June 30, 2026, and as of each June 30 thereafter.

The Lessee will provide a certificate in the form attached hereto as Exhibit D annually, not later than 180 days following the end of the preceding Fiscal Year, based on GAAP prepared unaudited financials to be replaced by the audited financial statements for each such Fiscal Year when available, to the Lessor and Trustee for each Fiscal Year indicating whether Lessee has met the requirement set forth above. If the certificate indicates that such cash balance requirement has not been met, Lessee covenants to retain, at its expense, a Management Consultant in compliance with the provisions of Section 8.21 hereof, within 45 days, to make recommendations to increase such balances in the then-current Fiscal Year to the required level or, if in the opinion of the Management Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. Any Management Consultant will be required to submit its recommendations to the Lessor and the Trustee within 90 days after being so retained. If Lessee fails to implement the recommendations of the Management Consultant, to the extent permitted by law, and such failure continues for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, has been given to the Lessee by the Lessor, the Authority, or the Trustee, such failure shall constitute an Event of Default under the Lease Agreement.

No proceeds of any Short-Term Indebtedness will be considered unrestricted available cash for purposes of such calculation.

So long as the Lessee shall retain a Management Consultant and complies with such Management Consultant's recommendations to the extent practical or not prohibited by law, a failure to have such an amount on deposit will not be a default or Event of Default under this Lease Agreement. The Lessee will not be obligated to retain such a Management Consultant more often than once during any 24 month period.

**Section 8.19. Rates and Charges; Debt Coverage.** The Lessee will deliver annually, not later than 180 days following the end of the preceding Fiscal Year, based on GAAP prepared unaudited financials to be replaced by the audited financial statements for each such Fiscal Year when available, to the Trustee a certificate in the form attached hereto as Exhibit D stating the Coverage Ratio for the Fiscal Year then ended, commencing with the Fiscal Year ending June 30,

2025. The Coverage Ratio shall be (a) 1.50 to 1.00 or above for the Fiscal Year ending June 30, 2025, and the Fiscal Year ending June 30, 2026, and (b) 1.20 to 1.00 or above for the Fiscal Year ending June 30, 2027 and each Fiscal Year thereafter. Commencing with the Fiscal Year ending June 30, 2025, if such Coverage Ratio is below the applicable minimum set forth in the preceding sentence, the Lessee shall retain, at its expense, a Management Consultant in compliance with the provisions of Section 8.21 hereof within 45 days of delivery of the certificate. So long as the Lessee retains the Management Consultant and follows the recommendations of the Management Consultant and the Coverage Ratio does not fall below 1.00 in any Fiscal Year, the Lessee will be deemed to have complied with its covenants hereunder. The Lessee shall continue to retain the Management Consultant until the Lessee has achieved a Coverage Ratio of at least the required level for at least two consecutive Fiscal Years. In the event that the Coverage Ratio is below 1.0 to 1.0 at the end of any Fiscal Year, commencing with the Fiscal Year ending June 30, 2025, the Bondholder Representative or the Beneficial Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the option to either (a) direct the Trustee to declare an Event of Default, (b) direct the Trustee to engage a new Management Consultant, or (c) direct the Trustee to exercise one or more remedies permitted under the Loan Agreement and the Indenture.

**Section 8.20. Subordination.** The Lessee hereby covenants and agrees: (1) this Lease Agreement at all times shall automatically be subordinate to each Mortgage (unless waived in writing by the beneficiary pursuant to the Mortgage); (2) the Lessee shall attorn to the Trustee and any purchaser at a foreclosure sale, such attornment to be self-executing and effective upon acquisition of title to the Real Property (as that term is defined in each Mortgage) by any purchaser at a foreclosure sale or by the Trustee in any manner; (3) to execute such further evidences of attornment and subordination as a mortgagee or any purchaser at a foreclosure sale may from time to time request, including a subordination and attornment agreement in form and substance acceptable to the Trustee or any purchaser in its sole discretion; (4) this Lease Agreement shall not be terminated by foreclosure or any other transfer of the Real Property (as that term is defined in each Mortgage); (5) after a foreclosure sale of the Real Property, the Trustee or any other purchaser at such foreclosure sale may, at the Trustee's or such purchaser's option, accept or terminate this Lease Agreement; and (6) the Lessee shall, upon receipt after the occurrence of an Event of Default of a written request from the Trustee, pay all rents, issues, profits, revenues, royalties, income and other benefits derived from the Mortgaged Estate payable under this Lease Agreement to the Trustee.

**Section 8.21. Management Consultant.** Upon the selection of a Management Consultant as required by Sections 8.18, 8.19, or 8.23 of this Lease Agreement, the Lessee shall cause a Management Notice of the selection of such Management Consultant, in the form attached hereto as Exhibit E, including the name of such Management Consultant and a brief description of such Management Consultant to be provided to the Bondholder Representative, and, if there is no Bondholder Representative, filed with EMMA. The Management Notice must also state that the Bondholder Representative or, if there is no Bondholder Representative, each Beneficial Owner of the Bonds then Outstanding, as applicable, shall be deemed to have consented to the selection of such Management Consultant unless the Bondholder Representative or, if there is no Bondholder Representative, such Beneficial Owner submits to the Trustee a written Objection Notice to the Management Consultant in a manner acceptable to the Trustee, an example of which is attached hereto as Exhibit F, within thirty days of the date the Management Notice is posted to

EMMA. If the Bondholder Representative or the Beneficial Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding provide Objection Notices to the Trustee within the Objection Period, then the Lessee shall select an alternate Management Consultant and post a new Management Notice with respect to the newly selected Management Consultant.

**Section 8.22. Continuing Disclosure Agreement.** The Lessee hereby covenants to execute and deliver the Continuing Disclosure Agreement, as the continuing disclosure undertaking required by the Bondholder Representative, contemporaneously with the issuance of the Series 2023 Bonds. The Continuing Disclosure Agreement shall be for the benefit of the Registered Owners and each Registered Owner shall be a beneficiary of this Section 8.22 and such Continuing Disclosure Agreement with the right to enforce this Section 8.22 and the Continuing Disclosure Agreement directly against the Lessee. The Lessee, together with the Lessor, shall enter into the Continuing Disclosure Agreement with the Dissemination Agent.

**Section 8.23. Impairment of Charter Status.** The Lessee covenants and agrees to take all legal actions necessary to maintain its charter with the Compliance Office in good standing and to take or cause to be taken any and all actions required to renew or extend the term of its Charter with such authorizing entity as necessary to keep the same in full force at any time as any Bonds remain outstanding. Upon receipt of any notice with regard to (i) any authorizing entity's intent not to renew or extend, or terminate, the term of its Charter or (ii) any issues which if not corrected or resolved could lead to termination or nonrenewal of its Charter, the Lessee covenants to retain, at its expense, a Management Consultant in compliance with the provisions of Section 8.21 hereof, within 45 days, to make recommendations to maintain its Charter. Any Management Consultant will be required to submit its recommendations to the Lessor and the Trustee within 90 days after being so retained. If Lessee fails to implement the recommendations of the Management Consultant, to the extent permitted by law, and such failure continues for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, has been given to the Lessee by the Lessor, the Authority, or the Trustee, such failure shall constitute an Event of Default under the Lease Agreement.

**ARTICLE IX**  
**ASSIGNMENT AND PLEDGE BY LESSOR**

The Lessor shall assign certain of its rights and interests in and under this Lease Agreement to the Authority pursuant to the Loan Agreement as security for payment of the principal of, premium, if any, and interest on the Series 2023 Promissory Note, and the Authority will further assign its rights under the Lease Agreement (other than the Authority's Unassigned Rights) to the Trustee pursuant to the Indenture as security for payment of the principal of, premium, if any, and interest on the Bonds. The Lessee hereby consents to such assignments.

**ARTICLE X  
EVENTS OF DEFAULT AND REMEDIES**

**Section 10.1. Events of Default.** The following shall be Events of Default of the Lessee under this Lease Agreement, and the term Event of Default shall mean, whenever it is used in this Lease Agreement, any one or more of the following events:

(a) Failure by the Lessee to make the Lease Payments required by Section 5.2 hereof by the Base Lease Payment Date.

(b) Failure by the Lessee to observe or perform any other covenant, condition or agreement on its part to be observed or performed herein other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Lessee by the Lessor, the Authority or the Trustee; provided, with respect to any such failure covered by this subsection (b), no Event of Default shall be deemed to have occurred so long as a course of action adequate in the reasonable judgment of the Bondholder Representative (or, if there is no Bondholder Representative, the Trustee) to remedy such failure shall have been commenced within such thirty-day period and shall thereafter be diligently pursued to completion and the failure shall be remedied within ninety (90) days of such occurrence, unless, in the sole discretion of the Bondholder Representative said remedy cannot be performed within ninety (90) days and the Lessee is actively working toward a remedy.

(c) The dissolution or liquidation of the Lessee, or failure by the Lessee to promptly contest and have lifted any execution, garnishment or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the School or to make any payments under this Lease Agreement. The phrase “dissolution or liquidation of the Lessee,” as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another domestic corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 8.2 hereof.

(d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Lessee in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State of Ohio bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Lessee or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

(e) The commencement by the Lessee of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or State of Ohio bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Lessee or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Lessee generally to pay its debts as such debts become due, or the taking of corporate action by the Lessee in furtherance of any of the foregoing.

(f) Failure of the Lessee to comply with any covenants contained in the Tax Agreement.

(g) The occurrence of an Event of Default under the Indenture, the Loan Agreement, the Mortgage or any of the Lessee Documents.

(h) Any representation or warranty made by the Lessee herein or made by the Lessee in any statement or certificate furnished by the Lessee either required hereby or in connection with the execution and delivery of this Lease Agreement and the sale and the issuance of the Bonds shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

(i) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Lessee, and the Lessee does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within sixty (60) days from the date of entry thereof, and within said sixty-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(j) A writ or warrant of attachment or any similar process shall be issued by any court against the Mortgaged Estate, and such writ or warrant of attachment or any similar process is not released or bonded within sixty (60) days after its entry.

(k) Any of the Lessee's representations and warranties herein or in any of the other Lessee Documents are false in any material respect.

(l) The termination of the Charter either by its terms or for any other reason.

## **Section 10.2. Remedies On Default.**

(a) Whenever an Event of Default referred to in Section 10.1 hereof shall have occurred and is continuing, the Lessor, or the Trustee or the Authority where so provided herein, may take any one or more of the following remedial steps:

(i) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture, or the Authority acting as assignee of the Lessor (in the event of a failure of the Trustee to act under this subsection)) may declare the Lease Payments payable hereunder for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become due and payable;

(ii) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture, or the Authority acting as assignee of the Lessor (in the event of a failure of the Trustee to act under this subsection)) may terminate the Lease Term and give notice to the Lessee to vacate and surrender possession of the Leased Property within ten (10) Business Days of such notice;

(iii) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture, or the Authority acting as assignee of the Lessor (in the event of a failure of the Trustee to act under this subsection)) may proceed to foreclose through the courts on or otherwise sell, trade-in, repossess or liquidate the Lessee's interest in the Leased Property, or any part thereof, in any lawful manner;

(iv) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture, or the Authority acting as assignee of the Lessor (in the event of a failure of the Trustee to act under this subsection)) may lease or sublease the Leased Property or any portion thereof or sell any interest the Lessor has in the Leased Property; and

(v) The Lessor (or the Trustee acting as assignee of the Lessor, as and to the extent provided in the Indenture, or the Authority acting as assignee of the Lessor (in the event of a failure of the Trustee to act under this subsection)) may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance or observance of any obligations, agreements or covenants of the Lessee under this Lease Agreement.

(b) Notwithstanding the foregoing, prior to the exercise by the Lessor, the Trustee, or the Authority of any remedy that would prevent the application of this paragraph, the Lessee may, at any time, pay all accrued payments hereunder (exclusive of any payments accrued solely by virtue of declaration pursuant to subsection (a)(i) of this Section 10.2) and fully cure all defaults, and in such event, the Lessee shall be fully reinstated to its position hereunder as if such Event of Default had never occurred.

(c) In the event that the Lessee fails to make any payment required hereby, the payment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid.

(d) Whenever any Event of Default has occurred and is continuing under this Lease Agreement, the Trustee may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the Lessor under this Article, upon notice as required to the Lessor. In addition, the Trustee shall have available to it all of the remedies prescribed in the Indenture.

(e) Any amounts collected pursuant to action taken under the immediately preceding paragraph (d) (other than sums collected for the Lessor on account of the Lessor's Unassigned Rights, which sums shall be paid directly to the Lessor), after reimbursement of any costs incurred by the Lessor or the Trustee in connection therewith, shall be applied in accordance with the provisions of the Indenture.

(f) If the Lessor, Trustee, or Authority shall have proceeded to enforce their rights under this Lease Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lessor, Trustee, or Authority, then and in every such case, the Lessee, the Lessor, the Authority, and the Trustee shall be restored to their respective positions and rights hereunder, and all rights, remedies and powers of the Lessee, the

Lessor, the Authority, and the Trustee shall continue as though no such proceedings had been taken.

(g) In the event of any payment by the Lessor, the Lessor shall be subrogated to all of Lessee's rights of recovery therefor against any Person and the Lessee shall execute and deliver all documents and instruments and perform all actions necessary to secure such rights of the Lessor.

**Section 10.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein or by applicable law. Such rights and remedies given the Lessor hereunder shall also extend to the Trustee, the Beneficial Owners and the Registered Owners of the Bonds, subject to the Indenture.

**Section 10.4. Agreement to Pay Attorneys' Fees and Expenses.** In the event the Lessee should breach any of the provisions of this Lease Agreement and the Lessor, Trustee, Bondholder Representative or Authority should employ attorneys or incur other expenses for the collection of Lease Payments or the enforcement of performance or observance of any obligation or agreement on the part of any Lessee herein contained, the Lessee agrees that it will on demand therefore pay to the Lessor, the Authority, the Bondholder Representative and the Trustee, as the case may be, the reasonable fees of such attorneys and such other reasonable expenses incurred by the Lessor, the Authority, the Bondholder Representative and the Trustee. The obligations of the Lessee arising under this Section 10.4 shall continue in full force and effect notwithstanding the final payment of the Bonds or the termination of this Lease Agreement for any reason.

**Section 10.5. Waiver.** In the event any agreement contained in this Lease Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder. In view of the assignment of the Lessor's rights in and under this Lease Agreement to the Authority under the Loan Agreement and then to the Trustee under the Indenture, the Lessor shall have no power to waive any Event of Default hereunder without the consent of the Trustee and the Bondholder Representative. Notwithstanding the foregoing, a waiver of an Event of Default under the Loan Agreement or the Indenture or a rescission of a declaration of acceleration of the Bonds and a rescission and annulment of its consequences shall constitute a waiver of the corresponding Event of Default under this Lease Agreement and a rescission and annulment of its consequences; provided, that no such waiver or rescission shall extend to or affect any subsequent or other default hereunder or impair any right consequent thereon.

**Section 10.6. Treatment of Funds in Bankruptcy.** The Lessee acknowledges and agrees that in the event the Lessee commences a case under the United States Bankruptcy Code located



at 11 U.S.C. § 101 et. seq. or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code:

(i) amounts on deposit in any of the Funds are not, nor shall they be deemed to be, property of the Lessee's bankruptcy estate as defined by § 541 of the Bankruptcy Code;

(ii) that in no event shall the Lessee assert, claim or contend that amounts on deposit in any of the Funds are property of the Lessee's bankruptcy estate; and

(iii) that amounts on deposit in any of the Funds are held in trust solely for the benefit of the Registered Owners and the Beneficial Owners, shall be applied only in accordance with the provisions of the Indenture, and the Lessee has no legal, equitable or reversionary interest in, or right to, such amounts.

## **ARTICLE XI PREPAYMENT OPTION**

**Section 11.1. Option to Prepay.** So long as no Event of Default pursuant to Section 10.1 hereunder exists, the Lessee shall have and is hereby granted the option to prepay all or a portion of the Base Lease Payments by delivering to the Trustee (i) money or securities and (ii) written notice from the Lessor and the Lessee acknowledging the prepayment amount and that such prepayment constitutes a corresponding prepayment of the Loan pursuant to Article XI of the Loan Agreement, setting forth the principal amount of Bonds to be redeemed or defeased pursuant to the Indenture (which amount shall take into account any credits for prepayment of the Loan in accordance with Section 11.2 of the Loan Agreement), and directing the Trustee to effect an optional redemption of all or a portion of the Bonds in accordance with Section 5.01 of the Indenture or, if the Bonds are not then subject to redemption as provided in the Indenture, to effect a defeasance of all or a portion of the Bonds in accordance with Section 7.01 of the Indenture. Such written notice from the Lessor and Lessee is also required to satisfy any notice provisions in the Loan Agreement in connection with a prepayment of the Loan, including but not limited to Section 11.3 of the Loan Agreement. The Lessee acknowledges that the money or securities delivered as any prepayment of Base Lease Payments must be in such form as will allow the Trustee to redeem or defease the applicable Bonds in accordance with the terms of Article V and Article VII of the Indenture, as applicable, and that all other conditions to such redemption or defeasance, as applicable, shall be satisfied. In the event the Lessee prepays all of the Base Lease Payments pursuant to this Section, pays all reasonable fees and expenses of the Trustee accrued and to accrue through final payment of the Bonds as a result of such prepayment, all of its liabilities accrued and to accrue hereunder through final payment of the Bonds as a result of such prepayment, and all other amounts payable by the Lessee hereunder, and if all conditions to termination of the Loan Agreement have been satisfied, including payments of any Rebate Amount, this Lease Agreement shall terminate except as otherwise provided herein.

**Section 11.2. Notice of Exercise of Option to Prepay.** In order to exercise the option granted by this Article XI, the Lessee shall give written notice to the Lessor and the Trustee which shall specify therein the date of making the payment, which date shall be not less than forty-five (45) days nor more than ninety (90) days from the date the notice is mailed. If the Lessee shall have given notice to the Lessor, the Bondholder Representative and the Trustee of its intention to prepay Base Lease Payments, but shall not have deposited the required amounts with the Trustee on the date specified in such notice, the Lessee shall continue to pay Base Lease Payments as if no such notice had been given.

**ARTICLE XII  
MISCELLANEOUS**

**Section 12.1. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, facsimile (confirmed by certified mail), email (confirmed by certified mail), or overnight courier, addressed as follows:

If to the Lessee: Prior to substantial completion of the Series 2023  
Facilities:

Northeast Ohio Classical Academy  
123 S. Miller Road, Suite 250  
Fairlawn, Ohio 44333-4182  
Attention: Robert Anthony, Board President  
Email: robert.anthony@neocacademy.org

After substantial completion of the Series 2023  
Facilities:

Northeast Ohio Classical Academy  
137 Heritage Woods Drive  
Akron, Ohio 44321  
Attention: Robert Anthony, Board President  
Email: robert.anthony@neocacademy.org

With a copy to: Nicola, Gudbranson & Cooper, LLC  
25 W. Prospect Ave., Suite 1400  
Cleveland, Ohio 44115  
Attention: Becky Scheiman

If to the Lessor: Prior to substantial completion of the Series 2023  
Facilities:

NEOCA Properties, LLC  
c/o Northeast Ohio Classical Academy  
123 S. Miller Road, Suite 250  
Fairlawn, Ohio 44333-4182  
Attention: Thomas Harvey, Board Vice President  
Email: tomharvey555@gmail.com

After substantial completion of the Series 2023  
Facilities:

NEOCA Properties, LLC  
c/o Northeast Ohio Classical Academy  
137 Heritage Woods Drive

Akron, Ohio 44321  
Attention: Thomas Harvey, Board Vice President

With a copy to: Nicola, Gudbranson & Cooper, LLC  
25 W. Prospect Ave., Suite 1400  
Cleveland, Ohio 44115  
Attention: Becky Scheiman

If to the Authority: Public Finance Authority  
22 E. Mifflin Street, Suite 900  
Madison, Wisconsin 53703  
Attention: Scott Carper and Michael LaPierre  
Facsimile: (608) 237-2368  
Email: scarper@pfauthority.org and  
mlapierre@pfauthority.org

If to the Trustee: UMB Bank, National Association  
120 South Sixth Street, Suite 1400  
Minneapolis, Minnesota 55402  
Attention: Katie Carlson  
Facsimile: (612) 337-7039  
Telephone: (612) 337-7007  
Email: katie.carlson@umb.com

If to the Bondholder Representative: Ecofin Advisors, LLC  
6363 College Boulevard  
Overland Park, Kansas 66211  
Attention: Social Impact Team  
Email: mjhunjhunwala@ecofininvest.com

A duplicate copy of each notice, certificate or other communication given hereunder by the Lessor or the Lessee shall also be given to the Trustee. The Authority, the Lessor, the Lessee or the Trustee may, by notice hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 12.2. Binding Effect.** This Lease Agreement shall inure to the benefit of and shall be binding upon the Lessor and the Lessee, and their respective successors and assigns, subject, however, to the limitations contained in Section 8.2, Article IX and Section 12.12 hereof.

**Section 12.3. Severability.** In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 12.4. Third Party Beneficiaries.** Each of the Authority, the Indemnified Parties and the Registered Owners are intended “Third Party Beneficiaries” of this Lease Agreement entitled to enforce such rights in his, her, its or their own name. Nothing in this Lease Agreement

shall confer any right upon any person other than parties hereto, and those specifically designated as Third Party Beneficiaries of this Lease Agreement.

**Section 12.5. Net Lease.** This Lease Agreement shall be deemed and construed to be a “triple net lease,” and the Lessee shall pay absolutely net during the Lease Term, the Base Lease Payments, Additional Lease Payments and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Lease Payments expressly provided for in this Lease Agreement).

**Section 12.6. Amendments, Changes And Modifications; Consent.**

(a) Except as otherwise provided in this Lease Agreement or in the Indenture, this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Authority, the Bondholder Representative, and the Trustee given in accordance with the terms of the Indenture.

(b) Any consent or approval of the Authority required pursuant to this Lease Agreement shall be in writing. Any consent or approval of the Trustee required pursuant to this Lease Agreement shall be in writing and shall be given at the direction of, and in the sole discretion of, the Bondholder Representative unless otherwise expressly provided herein or in the Indenture.

**Section 12.7. Execution in Counterparts.** This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 12.8. Governing Law.** This Lease Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Ohio, except as such laws may be preempted by any federal rules, regulations and laws. Unless otherwise required by State of Ohio law, the parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this Lease Agreement shall be brought and maintained in State of Ohio and federal courts in Summit County, Ohio or the United States Bankruptcy Court in any case involving or having jurisdiction over the Lessee or the Mortgaged Estate. To the extent that any provision of this Lease Agreement conflicts with any provision of the Community School Act in effect on the date of final execution of this Lease Agreement, the applicable provisions of the Community School Act shall control.

**Section 12.9. Filing.** The Lessee shall cause the security interest in any personal property comprising a part of the Mortgaged Estate granted to the Trustee under the Mortgage to be perfected by the filing of financing statements which shall fully comply with the UCC in the office of the Secretary of State of the State of Ohio and in such other office as is at the time provided by law as the proper place for the filing thereof. The parties further agree that all necessary continuation statements shall be filed by the Lessee within the time prescribed by the UCC in order to continue such security interests.

**Section 12.10. Cancellation at Expiration of Lease Term.** Upon the termination of this Lease Agreement, and provided the Bonds have been fully retired and all amounts due hereunder have been paid in full, the Lessor shall deliver to the Lessee any documents and take or cause the

Trustee and/or the Authority to take such actions as may be necessary to evidence the termination of this Lease Agreement and the discharge of the Lien of the Mortgage.

**Section 12.11. Non-Liability of Authority.** The Authority shall not be obligated to pay the principal of, premium, if any, or interest on the Bonds or any costs incidental thereto, except from the Trust Estate. Neither the faith and credit nor the taxing power of any Member, any Sponsor, the State of Wisconsin or any other political subdivision or agency thereof or any political subdivision approving the issuance of the Bonds, nor the faith and credit of the Authority or of any Authority Indemnified Person, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or any costs incidental thereto. The Authority has no taxing power. The Authority shall not directly, indirectly, contingently or otherwise be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Lease Agreement, the Loan Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Lessor under the Loan Agreement, and except as may result solely from the Authority's own willful misconduct.

**Section 12.12. No Personal Liability of Officials of Lessee, Lessor, Authority or Trustee.** None of the covenants, stipulations, promises, agreements and obligations of the Authority, the Trustee, the Lessor or the Lessee contained herein shall be deemed to be covenants, stipulations, promises, agreements or obligations of any official, officer, agent or employee of the Authority, the Trustee, the Lessor or the Lessee in his or her individual capacity, and no recourse shall be had for the payment of the principal of or premium, if any, or interest on the Bonds or for any claim based thereon or any claim hereunder against any official, officer, agent or employee of the Authority, the Lessor or the Lessee or any officer, agent, servant or employee of the Trustee or any natural person executing any Bond, including any officer or employee of the Trustee.

**Section 12.13. No Warranty by Lessor.** THE LESSEE RECOGNIZES THAT, BECAUSE THE COMPONENTS OF THE SERIES 2023 FACILITIES HAVE BEEN AND ARE TO BE SELECTED BY IT, THE LESSOR HAS NOT MADE ANY INSPECTION OF THE SERIES 2023 FACILITIES OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE SERIES 2023 FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE LESSOR, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERIES 2023 FACILITIES OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UCC OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

**Section 12.14. Prior Agreements Superseded.** This Lease Agreement, together with all agreements executed by the parties concurrently herewith or in conjunction with the initial issuance of the Series 2023 of Bonds, shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Lessor and the Lessee relating to the Series 2023 Facilities.

**Section 12.15. Covenant by Lessee With Respect to Statements, Representations and Warranties.** It is understood by the Lessee that all such statements, representations and warranties made by it in this Lease Agreement shall be deemed to have been relied upon by the Authority as an inducement to issue the Bonds, and that if any such statements, representations and warranties were false at the time they were made or (with respect to those representations and warranties which are to continue) are breached during the term hereof, such misrepresentation or breach shall constitute a breach of this Lease Agreement which may give rise to an Event of Default hereunder.

**Section 12.16. Captions.** The captions and headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease Agreement.

**Section 12.17. Lease Payments Due on Holiday.** If the date for making any Lease Payment or the last date for performance of any act or the exercise of any right, as provided in this Lease Agreement is not a Business Day, such Lease Payments may be made or act performed or right exercised on the next succeeding Business Day unless otherwise provided herein, with the same force and effect as if done on the nominal date provided in this Lease Agreement.

**Section 12.18. Provision of General Application.** Any consent or approval of the Lessor required pursuant to this Lease Agreement shall be in writing and shall not be unreasonably withheld.

**Section 12.19. Survival.** Notwithstanding the payment in full of the Bonds, the discharge of the Indenture, and the termination or expiration of the Loan Agreement and the Series 2023 Promissory Note and this Lease Agreement, all provisions in this Lease Agreement concerning:

- (a) the tax-exempt status of the Tax-Exempt Bonds (including, but not limited to provisions concerning the payment of the Rebate Amount),
- (b) the interpretation of this Lease Agreement,
- (c) the governing law,
- (d) the forum for resolving disputes,
- (e) the Authority's right to rely on facts or certificates,
- (f) the indemnity of the Indemnified Parties, and
- (g) the Authority's and Trustee's lack of pecuniary liability shall survive and remain in full force and effect.

**Section 12.20. Notice of Change in Fact.** The Lessee will notify the Lessor, the Authority, the Underwriter or the Placement Agent, as applicable, the Bondholder Representative and the Trustee promptly after the Lessee becomes aware of:

(i) any change in any material fact or circumstance represented or warranted by the Lessee in this Lease Agreement or in connection with the issuance of a Series of Bonds which would make any such representation or warranty false when made,

(ii) any default or event which, with notice or lapse of time or both, could become an Event of Default under this Lease Agreement, the Loan Agreement or the Indenture or any of the Lessee Documents, specifying in each case the nature thereof and what action the Lessee has taken, is taking, and/or proposes to take with respect thereto,

(iii) any Internal Revenue Service audit of the Lessee or the Bonds,

(iv) any material litigation affecting the Bonds, the Lessee or the Series 2023 Facilities,  
and

(v) any default in any Indebtedness of the Lessee.

**Section 12.21. Electronic Transaction.** The transaction described herein may be conducted and related documents may be sent and stored by electronic means.

**Section 12.22. Effective Date.** Although this Lease Agreement is dated as of December 1, 2023, all representations, warranties, and certifications contained herein are given as of December 28, 2023.

*(Remainder of page left blank intentionally)*



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

**NEOCA PROPERTIES LLC**, an Ohio limited liability company, as Lessor

By: Northeast Ohio Classical Academy, an Ohio nonprofit corporation, as its sole member

By: *Robert Anthony*  
Robert Anthony, President

STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2023 by Robert Anthony, President of Northeast Ohio Classical Academy, as the sole member of NEOCA Properties, LLC, an Ohio limited liability company, on behalf of the limited liability company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

*Becky Scheiman*  
BECKY SCHEIMAN, Notary Public

(SEAL)

Commission Expiration:



BECKY SCHEIMAN, Attorney  
Notary Public, State of Ohio  
My Comm. Has No Expiration Date  
Section 147.03 R.C.

**NORTHEAST OHIO CLASSICAL ACADEMY,**  
an Ohio nonprofit corporation, as Lessee

By: Thomas Harvey  
Thomas Harvey, Vice President


STATE OF OHIO )  
) SS:  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2023 by Thomas Harvey, Vice President of Northeast Ohio Classical Academy, an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Becky Scheiman  
Becky Scheiman, Notary Public

(SEAL)

Commission Expiration:  
**BECKY SCHEIMAN, Attorney**  
Notary Public, State of Ohio  
My Comm. Has No Expiration Date  
Section 147.03 R.C.



**EXHIBIT A**  
**Base Lease Payment**

<b>Base Lease Payment Date</b>	<b>Base Lease Payment (\$)</b>	<b>Base Lease Payment Net of Capitalized Interest (\$)</b>
1/1/2024	69,124.61	-
2/1/2024	69,124.61	-
3/1/2024	69,124.61	-
4/1/2024	80,795.00	-
5/1/2024	80,795.00	-
6/1/2024	80,795.00	-
7/1/2024	80,795.00	-
8/1/2024	80,795.00	-
9/1/2024	80,795.00	-
10/1/2024	80,795.00	-
11/1/2024	80,795.00	80,795.00
12/1/2024	80,795.00	80,795.00
1/1/2025	80,795.00	80,795.00
2/1/2025	80,795.00	80,795.00
3/1/2025	80,795.00	80,795.00
4/1/2025	80,795.00	80,795.00
5/1/2025	80,795.00	80,795.00
6/1/2025	80,795.00	80,795.00
7/1/2025	80,795.00	80,795.00
8/1/2025	80,795.00	80,795.00
9/1/2025	80,795.00	80,795.00
10/1/2025	80,795.00	80,795.00
11/1/2025	80,795.00	80,795.00
12/1/2025	80,795.00	80,795.00
1/1/2026	80,795.00	80,795.00
2/1/2026	80,795.00	80,795.00
3/1/2026	80,795.00	80,795.00
4/1/2026	80,795.00	80,795.00
5/1/2026	80,795.00	80,795.00
6/1/2026	80,795.00	80,795.00
7/1/2026	80,795.00	80,795.00
8/1/2026	80,795.00	80,795.00
9/1/2026	80,795.00	80,795.00
10/1/2026	80,795.00	80,795.00
11/1/2026	80,795.00	80,795.00
12/1/2026	80,795.00	80,795.00
1/1/2027	80,795.00	80,795.00
2/1/2027	80,795.00	80,795.00
3/1/2027	80,795.00	80,795.00
4/1/2027	80,795.00	80,795.00

5/1/2027	80,795.00	80,795.00
6/1/2027	80,795.00	80,795.00
7/1/2027	80,795.00	80,795.00
8/1/2027	80,795.00	80,795.00
9/1/2027	80,795.00	80,795.00
10/1/2027	80,795.00	80,795.00
11/1/2027	80,795.00	80,795.00
12/1/2027	80,795.00	80,795.00
1/1/2028	80,795.00	80,795.00
2/1/2028	80,795.00	80,795.00
3/1/2028	80,795.00	80,795.00
4/1/2028	80,795.00	80,795.00
5/1/2028	80,795.00	80,795.00
6/1/2028	80,795.00	80,795.00
7/1/2028	80,795.00	80,795.00
8/1/2028	80,795.00	80,795.00
9/1/2028	80,795.00	80,795.00
10/1/2028	80,795.00	80,795.00
11/1/2028	80,795.00	80,795.00
12/1/2028	80,795.00	80,795.00
1/1/2029	80,795.00	80,795.00
2/1/2029	80,795.00	80,795.00
3/1/2029	80,795.00	80,795.00
4/1/2029	80,795.00	80,795.00
5/1/2029	80,795.00	80,795.00
6/1/2029	80,795.00	80,795.00
7/1/2029	80,795.00	80,795.00
8/1/2029	80,795.00	80,795.00
9/1/2029	80,795.00	80,795.00
10/1/2029	80,795.00	80,795.00
11/1/2029	80,795.00	80,795.00
12/1/2029	80,795.00	80,795.00
1/1/2030	80,795.00	80,795.00
2/1/2030	80,795.00	80,795.00
3/1/2030	80,795.00	80,795.00
4/1/2030	80,795.00	80,795.00
5/1/2030	80,795.00	80,795.00
6/1/2030	80,795.00	80,795.00
7/1/2030	80,795.00	80,795.00
8/1/2030	80,795.00	80,795.00
9/1/2030	80,795.00	80,795.00
10/1/2030	80,795.00	80,795.00
11/1/2030	80,795.00	80,795.00
12/1/2030	80,795.00	80,795.00
1/1/2031	80,795.00	80,795.00

2/1/2031	80,795.00	80,795.00
3/1/2031	80,795.00	80,795.00
4/1/2031	80,795.00	80,795.00
5/1/2031	80,795.00	80,795.00
6/1/2031	80,795.00	80,795.00
7/1/2031	80,795.00	80,795.00
8/1/2031	80,795.00	80,795.00
9/1/2031	80,795.00	80,795.00
10/1/2031	80,795.00	80,795.00
11/1/2031	80,795.00	80,795.00
12/1/2031	80,795.00	80,795.00
1/1/2032	80,795.00	80,795.00
2/1/2032	80,795.00	80,795.00
3/1/2032	80,795.00	80,795.00
4/1/2032	80,795.00	80,795.00
5/1/2032	80,795.00	80,795.00
6/1/2032	80,795.00	80,795.00
7/1/2032	80,795.00	80,795.00
8/1/2032	80,795.00	80,795.00
9/1/2032	80,795.00	80,795.00
10/1/2032	80,795.00	80,795.00
11/1/2032	80,795.00	80,795.00
12/1/2032	80,795.00	80,795.00
1/1/2033	80,795.00	80,795.00
2/1/2033	80,795.00	80,795.00
3/1/2033	80,795.00	80,795.00
4/1/2033	80,795.00	80,795.00
5/1/2033	80,795.00	80,795.00
6/1/2033	80,795.00	80,795.00
7/1/2033	80,795.00	80,795.00
8/1/2033	80,795.00	80,795.00
9/1/2033	80,795.00	80,795.00
10/1/2033	80,795.00	80,795.00
11/1/2033	80,795.00	80,795.00
12/1/2033	80,795.00	80,795.00
12/15/2023	11,255,000.00 <sup>1</sup>	-
<b>Total</b>	<b>\$ 20,915,388.83</b>	<b>\$ 20,142,450.00</b>

<sup>1</sup> Principal payment due at maturity of the Series 2023 Bonds.

**EXHIBIT B**  
**Real Property Description**

Situated in the Township of Copley, County of Summit, and State of Ohio:

And known as being a part of original Lot No. 2 in said Township, and note fully described as follows: Beginning at the Northeast corner of Heritage Woods Phase I as recorded in Cabinet "B", Slides 230- 235 of the Summit County Record of Plats, said point also being the centerline of Medina Road (60 feet in width) (S.R. 18);

Thence South 89 deg. 50' 20" East, along the centerline of said Medina Road a distance of 831.739 feet to a point;

Thence South 0 deg. 27' 41" West, a distance of 1147.471 feet to a point and the true place of beginning for the following described parcel;

Thence continuing South 0 deg. 27' 41" West, a distance of 417.530 feet to a point;

Thence South 76 deg. 27' 22" West, a distance of 590.780 feet to a point in the East line of Heritage Woods Drive (80 feet in width), said point also being the southeast corner of said Heritage Woods Phase I;

Thence North 42 deg. 26' 28" West, along the East line of said Heritage Woods Drive, a distance of 253.400 feet to a point of curvature;

Thence along the arc of a circle curving to the right (Delta = 35 deg. 30' 52", Radius = 678.940 feet, Tangent = 217.425, Chord = 414.133 feet) 420.838 feet to a point;

Thence South 89 deg. 32' 19" East, a distance of 921.692 feet to the true place of beginning and containing about 9.2505 acres of land as based on a survey made by Nicholas A. Spagnuolo, Registered Surveyor No. 5304 in November, 1986.

PPN: CP0000302026001 PM: 1700492

**EXHIBIT C**  
**FORM OF DISCLOSURE REPRESENTATIVE CERTIFICATE**

Date: \_\_\_\_\_

RE: PUBLIC FINANCE AUTHORITY EDUCATIONAL FACILITIES REVENUE BONDS (NORTHEAST OHIO CLASSICAL ACADEMY) SERIES 2023A AND PUBLIC FINANCE AUTHORITY TAXABLE EDUCATIONAL FACILITIES REVENUE BONDS (NORTHEAST OHIO CLASSICAL ACADEMY) SERIES 2023B

The undersigned hereby certifies that a review of the activities of Northeast Ohio Classical Academy (the “Lessee”) with respect to the community school known as “Northeast Ohio Classical Academy” (the “School”) during the preceding Fiscal Year of the Lessee with respect to the School’s performance under the Lessee Documents has been made under his or her supervision.

The undersigned is familiar with the provisions of the Lease Agreement and the Tax Agreement and, to the best of his or her knowledge, based upon such review and familiarity, [the Lessee has fulfilled all of its obligations thereunder throughout the Fiscal Year, and there have been no defaults under the Lease Agreement or the Tax Agreement] [**Or, if there has been a default in the fulfillment of any such obligation in such Fiscal Year**, specify each such default known to the undersigned and the nature and the status thereof and the actions taken or being taken to correct such default].

**NORTHEAST OHIO CLASSICAL ACADEMY**

By: \_\_\_\_\_  
Authorized Representative

**EXHIBIT D**  
**FORM OF DAYS CASH ON HAND AND COVERAGE RATIO CERTIFICATE**

Date: \_\_\_\_\_

**LESSEE CERTIFICATE**

TO: UMB BANK, NATIONAL ASSOCIATION, AS TRUSTEE (THE "TRUSTEE"),  
UNDER THE INDENTURE OF TRUST, DATED AS OF DECEMBER 1, 2023, BETWEEN  
THE PUBLIC FINANCE AUTHORITY AND THE TRUSTEE.

The undersigned Authorized Representative of the Lessee hereby certifies that:

1. The Days Cash on Hand for the period ending June 30, 20\_\_ was \_\_\_\_\_, as demonstrated by the attached calculation.
2. The Coverage Ratio for the period ending [DATE] was \_\_\_\_\_, as demonstrated by the attached calculation.

**NORTHEAST OHIO CLASSICAL ACADEMY**

By: \_\_\_\_\_  
Authorized Representative



**EXHIBIT E**  
**NOTICE OF SELECTION OF MANAGEMENT CONSULTANT  
TO THE HOLDER OF  
THE PUBLIC FINANCE AUTHORITY  
EDUCATIONAL FACILITIES REVENUE BONDS  
(NORTHEAST OHIO CLASSICAL ACADEMY)  
SERIES 2023**

NOTICE IS HEREBY GIVEN, pursuant to the Indenture of Trust, dated as of December 1, 2023 (the “Indenture”), and the Lease Agreement, dated as of December 1, 2023, in connection with the above referenced bonds (the “Bonds”), that a Management Consultant has been selected in accordance with the Lease Agreement. The Bondholder Representative or each Beneficial Owner, as applicable, is deemed to have consented to the selection of the below described Management Consultant unless the Bondholder Representative or such Beneficial Owner provides a written objection (“Objection Notice”) in substantially the form attached hereto as Exhibit F to the Trustee within thirty (30) days of the date of this Notice.

Management Consultant: [ \_\_\_\_\_ ]  
Reason for Management Consultant: [ \_\_\_\_\_ ]  
Description of Management Consultant: [ \_\_\_\_\_ ]

Dated: \_\_\_\_\_, 20\_\_

[Trustee]

**EXHIBIT F**  
**FORM OF NOTICE OF OBJECTION**  
**OF THE HOLDER OF**  
**THE PUBLIC FINANCE AUTHORITY**  
**EDUCATIONAL FACILITIES REVENUE BONDS**  
**(NORTHEAST OHIO CLASSICAL ACADEMY)**  
**SERIES 2023**

[DATE]

[Trustee]

The undersigned (“Beneficial Owner”) hereby certifies that s/he is the owner of an aggregate principal amount of [ \$ \_\_\_\_\_ ] of the above-captioned bonds (the “Bonds”) and that (i) s/he has reviewed the Notice Of Selection Of Management Consultant To The Holder Of The Public Finance Authority Educational Facilities Revenue Bonds (Northeast Ohio Classical Academy) Series 2023 (the “Management Consultant Notice”) dated as of [ \_\_\_\_\_, 20\_\_ ] and posted to EMMA on [ \_\_\_\_\_, 20\_\_ ] and (ii) s/he hereby objects to the selection of the Management Consultant set forth in the Management Consultant Notice pursuant to the Lease Agreement dated as of December 1, 2023 and the Indenture of Trust dated as of December 1, 2023.

The Beneficial Owner acknowledges that for this Notice of Objection to be valid, it must be received by the Trustee at the above address within thirty (30) days of the posting of the Management Consultant Notice to EMMA.

\_\_\_\_\_  
Name of Beneficial Owner

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bonds Beneficially Owned: \$

CUSIP: \_\_\_\_\_

School Name:	NORTHEAST OHIO CLASSICAL ACADEMY (NEOCA)	Date:	2/14/2024
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**6.3a Mission, Vision, Philosophy**

The mission should answer the question *why do we exist?* The vision should answer the question *what do we hope to become?* Likewise, a school’s philosophy should answer the question *what do we value and believe about educating students?*

<b>Mission</b>	<b>6.3a</b>	1) <b>MISSION (Why do we exist?): State the school’s clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.</b>
<p>The Mission of the Northeast Ohio Classical Academy (NEOCA) is to provide a rich teaching and operational environment, such that the minds and hearts of students may become educated in traditional liberal arts and sciences and receive instruction in the principles of moral character and civic virtue.</p> <p>NEOCA will use a classical education model to develop within its students the intellectual skills and character upon which responsible, independent, and flourishing lives are built, in the firm belief that such lives are the basis of a free and just society. The classical content of the curriculum refers to those traditional works of literature, history, and philosophy that embody perennial truths of human existence and remain compelling today because they present these truths in memorable, or beautiful, ways.</p> <p>The curriculum will encompass the language arts (grammar, logic, rhetoric), literature and poetics, Latin and other languages, social studies, mathematics, the natural sciences, the fine arts, and political and moral philosophy, with emphasis on content and works inherited from the Western and American traditions. Both the classical curriculum and school culture will aim to develop virtuous character and instill appreciation of the good, the true, and the beautiful as foundations for personal self-government, responsible citizenship, and the conduct of meaningful lives.</p>		
<b>Vision</b>	<b>6.3a</b>	2) <b>VISION (What we hope to become?): State the school’s clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.</b>
<p>The vision of the Northeast Ohio Classical Academy is to provide a classical charter school education for Kindergarten through Twelfth (K-12<sup>th</sup>) grade students in Northeast Ohio.</p> <p>The vision of Northeast Ohio Classical Academy (NEOCA) is to develop a citizenry with strong language and analytic skills, an understanding of the natural</p>		

world and our nation’s roots, and appreciation of the good, the true, and the beautiful, as developed through our Western civilization history.

NEOCA intends to serve all communities encompassing diverse educational, cultural and socio-economic backgrounds, to prepare youth for success in subsequent education. The school will initially serve grades K-5, with addition of further grades in subsequent years, to ensure that students have a base in the classical education model and are adequately prepared to engage the challenging content of advanced grade levels. We envision that graduates of the NEOCA classical curriculum will be prepared for success in further education, and ultimately, for meaningful lives in the occupations and pursuits of their choosing as contributing members of a free and democratic society.

<b>Philosophy</b>	<b>6.3a</b>	<p>3) <b>PHILOSOPHY (What do we value and believe about educating students?)</b></p> <p><b>State the school’s clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.</b></p>
<p>1. In the primary sources of the Western canon, men and women are aptly described as rational and moral beings. From rationality and morality, a third faculty can be extrapolated: man is social or political. Excellence in these three faculties—knowledge of the world, moral self-government, and civic virtue—provides the three legs of the stool upon which civilization and civilized man rests. The purpose of classical education is to lead students to excellence in these faculties, and a classical school serves as a bulwark to our civilized and free society.</p> <p>2. The aim of classical education is high, but not unreasonable. Its primary function is the dissemination of knowledge; self-government and civic virtue are essential complements to this function, but only occasionally as explicit parts of the curriculum. The dissemination of knowledge is purposeful and begins at an early age in the classical model, as students cannot “imagine” or “think critically” unless their minds are furnished with something to think about. The classical educational model upheld by Northeast Ohio Classical Academy (NEOCA) is thus based on the following foundations and philosophies:</p> <ul style="list-style-type: none"> <li>● The centrality of the Western tradition, to include a rich and recurring examination of the American literary, moral, philosophical, political, and historical traditions;</li> <li>● The acknowledgment of objective standards of correctness, logic, beauty, weightiness, and truth intrinsic to the liberal arts;</li> <li>● The centrality of storytelling to the totality of education, and to early childhood education. This includes fiction, poetry, and mythology, as well as historical narrative;</li> </ul>		

- The teaching of dialectic (the art of investigating or discussing the truth of viewpoints) and use of Socratic dialogue;
- The use of primary source texts in the humanities when possible, as favored over modern commentaries, interpretations, or summaries; 6. The logical ordering of linguistic studies through the trivium arts of grammar, logic, and rhetoric. Following explicit phonics instruction, grammar is taught as the ordinary use of language, and then logic as the proper use of definition, reason, and argumentation. Thenceforth rhetoric, or the extraordinary and persuasive use of language;
- The study of Latin, to enhance understanding of word roots, language structure, and grammar;
- The framing of numerical studies in relation to the quadrivial arts: arithmetic, the art of pure number; geometry, the art of number in space; music, the art of number in time; and astronomy, the art of number in space and time. The subjects provide a basis for pursuit of the derivative arts of algebra, trigonometry, and calculus, which further reveal the quantities, harmonies, and logic of the natural world;
- A careful and comprehensive study of the natural sciences, which build upon and enhance the study of numbers so as to reveal the intelligible ordering, composition, and wonder of the natural world. These sciences include physics, chemistry, biology, and geology;
- Study of the moral sciences which explore the nature of human beings and human communities. These include economics, civics, and political and moral philosophy;
- A pronounced attention to pleasurable or “fine” arts (music, acting, dancing, painting, etc.), as well as gymnastic and athletic endeavors, that the body might be rightly ordered and cultivated in parallel with the intellect;
- A school culture, to include extracurricular activities, that demands moral virtue, decorum, respect, discipline, and studiousness among the students and faculty;
- A faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods. Implicit is the effective use of technology without diminishing the faculty leadership that is crucial to academic achievement;
- The inculcation of seven cardinal virtues at all levels of character education.

Northeast Ohio Classical Academy will abide by the following core virtues. Those who work at the school, teach at the school, and attend the school should expect that these virtues will be woven throughout the curriculum as well as student life.

- Courage

- Justice
- Wisdom
- Humility
- Friendship
- Responsibility
- Gratitude

**6.3b Curriculum**

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: *What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served?* Each of the items below should be addressed with strong evidence and detail.

Curriculum – Learning Standards	6.3b	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership &amp; reasoning, and social-emotional learning.</p> <p style="background-color: yellow;">If the school will use <a href="#">Ohio's Learning Standards</a> in all core and non-core content areas, please check the box.</p> <p><input type="checkbox"/> X</p>
<p>YES. The school will utilize Ohio's Learning Standards in all core and non-core content areas, including social-emotional learning.</p>		
Curriculum - Model	6.3b	<p>2) Does the school plan to use the <a href="#">Ohio Model Curriculum</a>?</p> <p><input type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p>X <input type="checkbox"/> No, the school will utilize the curriculum model described below.</p>

		<p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
<p>NO. The school will utilize the curriculum model described below.</p> <p>For evidence of the school's written curriculum, see <b><u>Attachment E1 - Hillsdale K-12 Program Guide</u></b>.</p> <p><b>Curriculum Model and Research Support:</b> Forming the foundation for Northeast Ohio Classical Academy’s (NEOCA), curriculum is developed via the collaboration between the school and Hillsdale College. Hillsdale’s K-12 Education Office (Hillsdale) works as a curricular advisor to 23 existing charter schools and provides a complete set of curricular and resource recommendations from kindergarten through 12th grade. NEOCA will implement <i>the Hillsdale K-12 Program Guide</i> as used by all Hillsdale member schools. The Hillsdale curriculum, published as <i>the K-12 Program Guide: An American Classical Education</i>, was developed from several strong and proven academic programs, including the Core Knowledge Sequence as the original basis of the curriculum model, supplemented by Singapore Math, and Literacy Essentials, and includes significant modification and continuous improvement from the experience of Hillsdale staff, faculty, and teacher leaders from across its network of schools. The guide provides well-defined outcomes focused on the whole child, a scope of the topics to be taught, a sequence in which to teach them, and a complement of vetted and reviewed books, primary sources, and other resources for teachers and students using the guide.</p> <p>This curriculum provides schools a grade-by-grade sequence of specific topics to be taught in grades K-12 and will also be the basic curricular framework for social studies, geography, literature, visual arts, music, and science at NEOCA. With cultural literacy as the guiding principle, the <i>K-12 Program Guide</i> will lead students through a comprehensive and grade-appropriate view of science, literature, art, music, and social studies. Topics that are especially important for cultural literacy will be repeated in a spiraling fashion—so that younger students build a firm but broad foundation in these topics while older students are able to achieve depth. The <i>Hillsdale K-12 Program Guide</i> provides a necessary order across grades and between school levels (elementary, middle, high) such that teachers can base their lessons on what knowledge students currently have and will learn. Additionally, parents can anticipate, and be fully aware of, what their students will learn in each grade. The Program Guide provides additional recommendations for resources so teachers are supported, but also encouraged to reach beyond the immediate resources and take ownership of their own lessons. Hillsdale curriculum schools have found this approach valuable in striking a balance between teacher support and teacher freedom.</p> <p><b>Attachment E1 – Hillsdale K-12 Program Guide</b> includes the thorough written curriculum, which includes the Scope and Sequence for each of the major subjects from kindergarten through 5th grade. Portions of this work are based on the Core Knowledge® Sequence, an original work of the Core Knowledge® Foundation made available through licensing under a Creative Commons Attribution- NonCommercial-ShareAlike 4.0 International License. The Hillsdale Scope and Sequence, to be utilized by NEOCA differs from the Core Knowledge Sequence in literacy, grammar, and math, though changes are not limited to these subjects. In Literacy, the Hillsdale Scope and Sequence is based on the Literacy Essentials program as supplemented and modified by</p>		

Access Literacy, LLC. In grammar and math, the Hillsdale Scope and sequence are based, respectively, on the Well-Ordered Language series and curriculum from Singapore Math. *Hillsdale K-12 Program Guide* has provided a scope and sequence for Latin, grade 6 (as NEOCA expands to this grade level), as well.

The *Hillsdale K-12 Program Guide* includes resource recommendations for teachers to pair with the listed subject matter. In mathematics, literature, literacy, and grammar, these resources are directly paired to the scope and sequence items, and fidelity to the curriculum requires that these resources be followed quite closely. In science, social studies, visual arts, and music, however, these resources should be viewed as aids in teaching the curriculum, but not as the curriculum itself. Teachers need not employ all of a given science textbook, for example, and fidelity to the curriculum requires that teachers of these subjects use discretion to teach each topic from the *Hillsdale K-12 Program Guide* using the best available resources appropriate to students' grade level. In skill-based subject areas (especially literacy and math), this guidance may need to be tailored to each student as it is expected that some students will be performing a year or more behind grade level in the *Hillsdale K-12 Program Guide* in reading and math.

In keeping with the mission of nourishing both the "minds and hearts" of students, NEOCA embeds character education into all aspects of the written and taught curriculum. Too often, expectations of students with respect to their behavior are considered distinct from a school's curriculum. NEOCA will instill good character in its students by maintaining order and decorum in the classrooms, **holding students accountable for their assignments and personal conduct, and explicitly teaching them the fundamentals of good character.** Character education is supported by extensive research as outlined by the 50 studies compiled by Jaynes (2017) suggesting a strong correlation between character education and higher levels of educational outcomes for all children regardless of race.

The school will adopt a set of core virtues that will build students' moral vocabulary and point them to the character traits necessary to live a fulfilling and productive life. This process will be implemented by introducing pillars of character and virtues including courage, justice, wisdom, humility, friendship, responsibility, and gratitude. NEOCA's high standards and research-based curriculum, including character education will provide students with a traditional education that will challenge them to excel in learning and character. At NEOCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition. **Discipline will be less about punishment or rewards and more about a moral culture that leads to exemplary citizenship.**

**Research Support:** The classical education model, from a research base, closely aligns with cognitivist learning theories; postulating that children generate knowledge and meaning through sequential development of an individual's cognitive abilities. These theories postulate that children generate knowledge and meaning through sequential development of an individual's cognitive abilities, such as the mental processes of recognize, recall, analyze, reflect, apply, create, understand, and evaluate. The cognitivists' (e.g. Piaget, Bruner, Vygotsky) learning process is adaptive learning of techniques, procedures, organization, and structure to develop internal cognitive structure that strengthens synapses in the brain. The learner requires assistance to develop prior knowledge and integrate new knowledge. According to these theories, the purpose in education is to develop conceptual knowledge, techniques, procedures, and algorithmic problem-solving using verbal/linguistic and logical/mathematical intelligence. The learner requires scaffolding to develop schema and adopt knowledge from both people and the environment. The educator's role is pedagogical in that the instructor must develop conceptual knowledge by managing the content through appropriate learning activities at a pace commensurate with the students being served.



Grounded in the Hillsdale K-12 classical education model, NEOCA's educational program is characterized by a content-rich education in the liberal arts and sciences; a strong focus on moral character; and direct experiential learning in civic virtue. The study of art, music, P.E., and, beginning in 4th grade, Latin augment core content. Using proven classical education practices that serve as the cornerstone of the model and support mastery of Ohio's Learning Standards, NEOCA will provide:

Instructional Strategy	Research Support
Explicit and systematic phonics and English grammar instruction	<a href="#">National Institute for Reading</a>
Focus on language development through the study of Latin, composition, and rhetoric	<a href="#">Association for Supervision and Curriculum Development</a>
Emphasis on math fundamentals	<a href="#">Vanderbilt University</a>
A strong focus on American history, civics, and government	<a href="#">USDoE Report</a>
Exploration of science using an inquiry-based approach	<a href="#">Smithsonian Report</a>
Teaching study skills and logic	<a href="#">ERIC</a>
The Socratic Method	<a href="#">ERIC</a>

Integrity, decorum, respect, and discipline are expected at NEOCA. The school's pillars of character and virtue include courage, moderation, justice, responsibility, friendship, prudence, and wisdom. According to Jaynes et al. (2017), more than 50 study results indicate that *character education* is associated with higher levels of educational outcomes for children of all races, no matter what type of standardized or non-standardized measure was employed. ([Education and Urban Society](#)).

The curriculum model is also supported by an evidence-base of impact on like populations of students as demonstrated in **Attachment E2 - Hillsdale School Success**. Hillsdale affiliated schools earned the equivalent of A or B scores for overall achievement from their respective states using 2018-2019 data. Additionally, data shows that in 2020, graduates from affiliate schools had a 4-year graduation rate of 99% and earned an average of \$60,000 in post-secondary scholarships. 75% of those graduates matriculated to higher education and an additional 6% enlisted in the U.S. military, far exceeding the

U.S. student averages. In Florida, six BCSI schools reported data for standardized state testing for the 2020-21 school year with an average proficiency rate for all tested students in ELA, 62.3%, outscoring the corresponding counties' average of 51.1% and the state average of 51.7%. Math scores showed similar results, with network schools averaging 66.8% proficiency compared to the countries' 52.3% and the state's 51% (**Attachment E2 - Hillsdale School Success**).

**Alignment to Ohio's Learning Standards:** The school uses Ohio's Learning Standards as the basis for what is to be taught as outlined in the *Hillsdale K-12 Program Guide* for all core and non-core content areas, including social-emotional learning. The school will use Ohio Department of Education and Workforce Gap Analysis tools for core content areas such as the K-8 Gap Analysis as found at <http://education.ohio.gov/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics> to determine possible gaps and appropriate resource supplementation.

Teachers meet during the summer before each academic year to review and deconstruct the OLS to create learning targets and lessons to assure all gaps are filled using the above resources. The curriculum is reviewed annually to assure full alignment with the standards. These yearly reviews include analysis of student performance data for both growth and proficiency to determine successful alignment with the curriculum and OLS.

**Assessments:** In addition to adhering to all assessment requirements from Ohio Department of Education and Workforce, NEOCA curriculum model includes formative and summative assessments to inform instruction. Assessments are aligned to the requirements in Ohio law, as well as to the outcomes defined in Ohio's Learning Standards. It is important that student growth is continually monitored and students, as needed, are moved to appropriately challenging groups. In order to accomplish this, administering companion assessments throughout the year as well as regularly evaluating the use of tiered supports from the RTI model is critical. *Hillsdale K-12 Program Guide* assessments are administered throughout the year to evaluate the specific content in the units and lessons being taught. The assessments are formatted to provide teacher flexibility allowing for differentiated instruction. These assessments include ELA, science and social studies content. Included in the *Hillsdale K-12 Program Guide* are assessments designed to provide feedback on student performance as follows:

The following assessments will be utilized for this purpose and comprise the curriculum model utilized by the school:

- Singapore Math Placement Tests - Administered at least twice during the year or as needed.
- Literacy Essentials Spelling Assessment Tests - Daily spelling mastery is assessed using a rotating 30- word test for Grades 1 through 6. This is a monthly test using the Orthography Scale which tests mastery of spelling patterns.
- Phonics/Spelling - Literacy Essentials - Assessed weekly.
- Comprehension - McCall-Crabbs and McCall-Harby readers and reading comprehension tests.
- Portfolios of composition and grammar work are maintained for assessments in those areas and will be evaluated monthly for grade level work.

- DIBELS Assessment Tests - Administered twice more during the year for grades 1 through 6.
- iReady Diagnostic – Administered up to three times a year to provide a complete picture of student performance relating to their grade level and national norms.
- Classroom Tests - Administered weekly; developed by teachers and/or administrative staff. These assessments include mathematics, ELA, science and social studies.
- Formative Assessments - Class work, presentations, portfolios, etc. will be evaluated regularly throughout the year as indicators of student progress.
- National Latin Exam - All students in grades four and five will be introduced to Latin roots during the study of grammar. Formal study of Latin will begin in Grade 6, continue through Grade 8, and then be offered as a language elective in high school. Performance will be measured with classroom assessments and the National Latin Exam.

Rationale for Selecting Assessments: All assessments have been selected with the intent to measure student progress towards mastery of the Ohio's Learning Standards. Each of the above assessments is linked to a content-rich curriculum that uses time-tested instructional approaches with proven track records of success. In concert with the main goal of positively impacting student growth, each of these assessments supports the mission and vision of NEOCA. By engaging students in the robust, content-rich, and knowledge-based instruction which continually moves toward mastery, the assessments are developed to gauge incremental growth and encourage the virtues most aligned with Classical Education: perseverance, responsibility and honesty. By using assessments directly aligned with content knowledge and skills found in Ohio's Learning Standards, teachers will be able to closely monitor and differentiate productive challenges and student struggles.

**Differentiation/Accommodations:** By its nature, the *Hillsdale K-12 Program Guide* is designed with sufficient stretch to accommodate learners on each end of the continuum, as well as the middle. As one wise educator remarked, “you cannot Tier 2 and Tier 3 your way out of a Tier 1 problem.” With this as the philosophical starting point, the discussion of **differentiated instruction and evidence-based methods** begins. Only time-tested, evidence-based instructional methods and strategies are outlined in the guide, which are to be used daily by teachers in the classroom to ensure ALL students are exposed to the best line of academic instruction from the get-go. While systems such as RtI, IEPs, 504 Plans, or Education Plans (for EL students) provide accommodations or modifications as required by law and described in Section 6.3e of this plan, attention and resources as outlined in the curriculum guide are solidly behind daily exposure to research-based practices in the general classroom, monitored for fidelity and impact. To summarize, the *Hillsdale K-12 Program Guide* provides NEOCA educators with high-yield strategies such as explicit and systematic instruction, skill-based groupings, the Socratic Method, inquiry-based learning, and character education to build enduring leanings that support all students, regardless of where they start, their socio-economics,

race, or zip code. To this end, NEOCA curriculum includes effective tenants from the Universal Design for Learning (UDL), a set of curriculum development principles, to assist teachers in creating inclusive, accessible learning opportunities that give all students equal opportunities to learn.

Curriculum - Pacing Guides	6.3b	<b>3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.</b>
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All pacing guides can be found in the comprehensive program guide starting on page 55; **Attachment E1 – Hillsdale K-12 Program Guide.**

Northeast Ohio Classical Academy (NEOCA) is licensed to use the **Hillsdale K-12 Program Guide** as used by all Hillsdale- affiliated schools. The Hillsdale K-12 Education Office (Hillsdale) will work in consultation with NEOCA, as they do with all Hillsdale affiliated schools to implement the classical education model with fidelity and in accordance with Ohio's Learning Standards. Teachers are continuously involved in the verification and revision of the distributed pacing guides at Teacher-Based Team meetings and data analysis meetings that occur throughout the school year. Ongoing evaluation/oversight of pacing guides will be completed annually by the School Accountability Committee (SAC) to ensure the school's curriculum is addressing target standards. The SAC will consist of the Headmaster, Dean of Students, Resource Teachers, Intervention Specialists, and Teacher-Based Teams.

**Pacing Guide Process:** A pacing guide is the itinerary for teaching. While the lessons and teaching styles can vary, Ohio's Learning Standards will be taught in a consistent and comprehensive manner that allows students to know and be able to master skills and higher order thinking as required by the state of Ohio and those deemed essential within the **Hillsdale K-12 Program Guide**. The pacing guide details when content standards should be taught and assessed. While still offering teachers flexibility on how to teach, its integration with common formative assessments is crucial to judging student progress so that the school knows *the content has not only been taught but mastered by students*. The pacing guides and aligned assessments provide information as to why students did well or performed poorly on a particular assessment. Examining the pacing guides at Teacher-Based Team meetings that occur regularly, as well as within the data analysis meetings allows educators to understand if an element was taught and mastered; allowing the team to identify intervention plans and strategies for those not meeting the standard versus the areas that have not yet been taught.

The pacing guide process of development includes the following: **1) Determine available instructional time; 2) Identify the major work of the grade and prioritize content standards; 3) Create a pacing /plan that focuses on the major work of the grade and includes flexible time for addressing unfinished learning, and 4) Inform and adjust based on student performance challenges.**

**Deconstruction of Standards as Basis of Pacing Guide:** To create a pacing guide that reflects priority learning/standards, educators will begin with a comprehensive process of deconstruction of each standard and *bundling* standards by groups of skill sets to be mastered within an instructional timeline. Guides embody what many experienced teachers do when they plan their curriculum for the year: They chunk it, put topics in a sensible order, determine what resources to draw on, and develop a good sense of how long different elements will take. The value of a pacing guide is not only to ensure

consistency across grade and content areas, but to also provide educators an opportunity to dig deeper into the standards to better understand what each child is expected to learn in order to demonstrate mastery. Deconstruction is the process of breaking down a broad or complex standard into smaller, more explicit learning targets. While Ohio's Learning Standards are written for teachers, the student learning targets define for the student what is to be learned in the lesson. Student learning targets can be individualized based on student needs as they provide scaffolded steps in learning in order to master the standard. The deconstruction process allows Teacher-Based Teams the opportunity to build understanding and ownership of the expected learning. The deconstruction process at NEOCA will involve the following steps:

1. Determine and define vocabulary. Identify and underline key terms within the standard and/or element(s). Define each term as it relates to the standard.
2. Study the standard and/or element(s). Identify concepts and skills students will need to know, understand, and be able to do to reach proficiency. Generate key implementation questions related to the standard and/or element(s). Answer each question.
3. Scaffold understanding and communicate the language of the standard and/or element(s). Paraphrase the standard and/or element(s). Create a “script” that details how teachers will describe the standard and/or element(s) to students.
4. Develop student learning targets. Describe the standard and/or element(s) as statements of intended learning (e.g. I can use information from what I read to draw conclusions (make inferences), I can use mathematical vocabulary to describe how I solved a problem, etc.).
5. Establish success criteria by identifying strong and weak work. Identify the characteristics of strong and weak work related to the standard and/or element(s). Identify common misconceptions.

<b>Curriculum – Lesson Template</b>	<b>6.3b</b>	<b>4) Explain what specific components are to be included in model lesson plan templates and rationale.</b>
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Each lesson plan will include the Ohio Learning Standard, objective, and student learning target- an example of the template used by Hillsdale member schools can be seen in [Attachment E3- Lesson Template](#). NEOCA, as a curriculum school will utilize the same format and lesson plan templates as all other affiliated schools. All items will be recorded on the lesson plan – the template is attached.

The lesson plan will also include a section defining the Course/Class, Grade Level, Lesson Title, and Lesson Duration and can be seen in [Attachment E3- Lesson Template](#). The main section of the lesson plan template contains: 1) Lesson Objective, 2) Opening Question, 3) Tasks/Activities, 4) Questions during Instruction, 5) Materials, and 6) Concluding the Lesson. The template also allows teachers the space to 1) reflect on and predict challenges that students

have traditionally experienced in the content area, 2) prepare for diverse learning, 3) and plan for differentiation for all students including Students with Disabilities, English Language Learners, and students identified as Gifted/Talented. Resident Educators (RE) and Resident Educator Mentors review the lesson plan template and assist RE's in developing lessons utilizing its concepts.

**Rationale:** The rationale for writing in-depth lesson plans is to ensure that instruction is rigorous, yet adaptable to the unique needs of each student, including learning focus and level of academic readiness. Lessons that are well-written, detailed, and thorough are easily shared with colleagues, providing for cooperation among content areas. Additionally, lesson plans are developed based on individual student, which are derived from NWEA data, prior state assessment data, formative and summative classroom assessments, and transcripts for each student. Lessons can address individualized instruction based on where the student is performing within the curriculum.

The lesson plan template promotes teacher preparedness that address the following necessary elements of instruction:

- What is your objective for this lesson, or what do you want children to achieve through this lesson?
- How are you going to introduce this lesson? Engage students with an attention-grabber, the opening question that will eventually lead to the key idea or concept.
- What does research provide related to this lesson, either from the textbook or outside resources?
- Which questions will you ask during the lesson?
- How will you engage students using a multisensory method for this lesson? (It is important that students do more than just sit during a lesson.)
- Which materials are needed to support your questioning or for an activity to go with this lesson?
- Think ahead. What difficulties might children encounter with this lesson/activity? How can you support the areas of difficulty?
- What are your expected outcomes from this lesson?
- How will you know if you have accomplished what the objective of the lesson was, or how will students demonstrate knowledge of what has been taught?

<p>Curriculum - Alignment with Ohio Learning Standards</p>	<p>6.3b</p>	<p>5) Provide evidence of alignment of the school’s curriculum model to the <a href="#">Ohio Learning Standards</a>, the <a href="#">Ohio Strategic Plan for Education: 2019-2024</a>, and the mission, vision, and philosophy of the school.</p>
<p><b>Alignment to Ohio Learning Standards:</b> The deconstructed of standards form the foundation for the alignment of the <i>Hillsdale K-12 Program Guide</i> to Ohio's Learning Standards. Standards are deconstructed during the area collaboration meetings. Content area collaboration teams are organized by the Headmaster. These collaboration meetings were developed to improve and focus teaching and learning to a standards-based model. All subject area teachers participate in these quarterly meetings. Prior to each meeting, courses and the associated learning standards are chosen for deconstruction. Each standard is deconstructed to assure teachers understand all components including the following: prior and new knowledge, prior and new skills, depth of knowledge (DOK) level, and learning progressions (as related to Ohio’s state tests). To deconstruct the standards, teachers must be able to identify what students need to do to provide evidence of their learning as it relates to the specific rigor and relevance of the standard. Teachers analyze rigor within the course and are tasked to develop additional standards-based activities for areas within the curriculum that lack depth of standard alignment. All teachers are also tasked with researching and providing resource ideas to accommodate students with diverse learning styles.</p> <p>During content collaboration meetings, all subject area teachers provide deconstruction worksheets to the Headmaster and the SAC. As a subject specific team (building level leaders, teachers), the school reviews all teacher course deconstruction information, suggestions, and additional resources to come to a collective agreement on curricular areas that have gaps in standards alignment. Additional or modified resources are approved by the Board.</p> <p>The specific resource that has been developed to house all changes, additions, and resources is called the "course syllabi." Each subject area has shared course syllabi that provide a framework for instruction for each subject available to teachers. The course syllabi include additional resources proven effective for special education modification suggestions, differentiated learning, and pacing guides for student course completion. As each subject-specific collaborative group dissects courses, all agreed-upon amendments are embedded into the course syllabi for all teachers to use.</p> <p><b>Alignment to Ohio Strategic Plan for Education: 2019-2024:</b> By providing a curriculum that offers well-rounded content, foundational knowledge and skills, leadership and reasoning along with social-emotional learning, NEOCA is aligned with Ohio’s Strategic Plan for Education (OSPE). In alignment with OSPE’s priority of providing the first Core Principle of Equity for each student, NEOCA is assuring every student is afforded the opportunity to achieve regardless of ethnic identity, race, gender, or academic proficiency. NEOCA provides a learning environment that ensures every student acquires the knowledge and skills across all four equal learning domains of Foundational Knowledge &amp; Skills, Well-Rounded Content, Leadership &amp; Reasoning, and Social-Emotional Learning to be successful.</p>		

In providing the second Core Principle of Partnerships, NEOCA considers parents to be partners and offers numerous opportunities for parental engagement. Additionally, NEOCA will be partnering with other community stakeholders to assure ALL students have the supplemental academic, emotional, behavioral, and psychological resources needed to excel.

In aligning to the third Core Principle of Quality Schools, NEOCA will offer the opportunity for students to close any learning gaps. The school will create a ONE PLAN that will continue to improve student achievement. NEOCA supports the OSPE vision that “In Ohio, each child is challenged to discover and learn, prepared to pursue a fulfilling post-high school path and empowered to become a resilient and productive citizen who contributes to society” that also aligns with the mission, vision, and philosophy of NEOCA.

**Alignment to the Mission, Vision, and Philosophy of the School:** The Mission of the Northeast Ohio Classical Academy (NEOCA) is to provide a rich teaching and operational environment, such that the minds and hearts of students may become educated in traditional liberal arts and sciences and receive instruction in the principles of moral character and civic virtue.

NEOCA will use a classical education model to develop within its students the intellectual skills and character upon which responsible, independent, and flourishing lives are built, in the firm belief that such lives are the basis of a free and just society. The classical content of the curriculum refers to those traditional works of literature, social studies, and philosophy that embody perennial truths of human existence and remain compelling today because they present these truths in memorable, or beautiful, ways.

NEOCA will aim to rightly cultivate, order, and orient the actions of its learners by instilling within them a desire for truth and wisdom, a love of virtue and beauty, and the moral character that are requisite for personal self-government, for vigilant, responsible citizenship, and for a productive life. In so doing,

NEOCA will invoke the same eternal questions, truths, and means enshrined in the Greco-Roman, American, and Western Traditions of which it regards itself as the inheritor and guardian; these include the liberal arts, the natural and moral sciences, the practice of dialectic, and the perennial considerations of classical philosophy.

Curriculum - Literacy Skills	6.3b	6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search DEW <a href="#">Ohio’s Plan to Raise Literacy Achievement Birth-12, January 2018</a> and <a href="#">Ohio’s Dyslexia Guidebook</a> ). Describe how the school will monitor the implementation of literacy practices for fidelity and impact. Include instruction in foundational word
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recognition, language comprehension, and writing skills, as well as intervention methods for off-track students.

**Development of Literacy Skills Across All Ages, Grades, and Subjects:** Committed to following all requirements outlined in HB33, the Ohio dyslexia support laws and evidence-based practices outlined in the *Ohio Dyslexia Guidebook*, NEOCA will screen and monitor reading progress to meet legal requirements (ORC 3323.251) and provide timely and tiered interventions to support literacy development across all grade levels and subject areas. NEOCA will provide a structured literacy approach, which reinforce the learning process for all students, particularly those with dyslexia or dyslexia like characteristics and tendencies. As outlined in the *Hillsdale K-12 Program Guide*, literacy instruction at NEOCA is both systematic and sequential. All primary students’ lessons will include the five strands of Reading: 1. Phonemic awareness 2. Phonics 3. Fluency 4. Vocabulary 5. Comprehension. These are the skills needed to make sure students have a strong foundation. An intensive early reading program that includes formative assessments strengthens literacy skills for students in lower grades. For grades five and six, the emphasis will be placed on Fluency, Vocabulary, and Comprehension.

*Literacy Essentials* Is an “Orton-based” phonics, reading, and language arts program. It contains the elements common to programs from this heritage. Instruction is multi-sensory, explicit, and direct. Teachers will instruct using question and answer analysis and graphic organization of the content. The curriculum covers the areas of phonemic awareness, the alphabetic code which includes 72 common English spelling patterns or phonograms (first Basic CDEW then advanced code), orthography, vocabulary, writing and grammar, reading from accuracy to automaticity, and reading comprehension. Additionally, the program provides instruction in both manuscript and cursive handwriting. As students grasp the basics of English literacy, the program lays a foundation in basic grammar and composition. (“Literacy Essentials.” 2020. <https://journeytoliteracy.com/>)

The central position of language in the curriculum continues throughout the elementary and middle school grades, using the “Well Ordered Language” series for grammar instruction. In Grades 4 and 5, students will learn Latin and Greek roots of English words. As additional grades are added, in 6th grade, students begin learning formal Latin and will continue with Latin through ninth grade or beyond. Latin is introduced and taught alongside English so that students learn the structural underpinnings of their own language, expand their vocabulary, and improve their reading comprehension.

Another important step in driving literacy improvement stems from the school schedule. In the elementary grades, a minimum of 120 minutes of instructional time is allocated for literacy. With this allotted quantity of instructional minutes, teachers will have the opportunity to implement literacy curricula with fidelity. Not only will teachers be able to properly group students based on skill needs, but they will be able to appropriately focus instruction on the specific skills and content knowledge needed by each small group. In turn, students will receive focused and direct instruction at an appropriate pace and level of sophistication. The time allotted will also allow for the discriminate use of high dose, low ratio tutoring, small group and large group instruction.

Evidence-based literacy strategies will be provided across all content and grade levels to include: intervention-based diagnostic assessments, explicit, teacher-directed instruction, systematic instruction that is both deliberate and builds on prior knowledge, and sequencing or pacing literacy instruction from simple to complex.

For students who require additional supports, NEOCA will provide a rigorous tiered intervention prevention model as outlined in Ohio's Dyslexia Guidebook and further etched out in Section 6.3e of the Education Plan for NEOCA.

**Monitoring the Implementation of Literacy Practices for Fidelity and Impact:** Integral to NEOCA's plan to raise literacy, the school will create and monitor a Reading Improvement/Achievement Plan consistent with requirements in ORC 3302.13, beginning with specific and measurable literacy goals that will be woven into the ONE PLAN. Based on the components of the plan, which require evidence-based systems and high-quality instruction, NEOCA will select and monitor high-quality instructional materials and culturally responsive practices. Within the plan, NEOCA will develop measurable learner performance goals in literacy and an action plan map/steps. The plan also requires strategies for monitoring implementation, both for fidelity and impact. The School Accountability Committee (SAC), which includes a broad range of internal and external stakeholders, will be responsible for plan oversight and evaluation, as well as communicating results up and down the organization. Disaggregated student performance data from sources that must be included such as Kindergarten Readiness Assessment, Ohio's State Test for English language arts assessment for grades 3-8, the Ohio English Language Proficiency Assessment (OELPA) and the Alternative Assessment for Students with Significant Cognitive Disabilities. While these tools may help to measure impact, others may be added as approved material and assessment products are defined by Ohio Department of Education and Workforce. Additionally, the school leader and academic support personnel will be responsible for designing implementation walk-through forms, collecting, and analyzing walkthrough data on a systematic basis, and identifying trends that indicate where program and strategy implementation may be weak. Other artifacts regarding fidelity of implementation include lesson plans, OTES and OPES results, and Teacher-Based Team meeting notes.

**Building Capacity of Educators in Literacy Instruction:** In addition to daily coaching support from academic coach with reading endorsements and training related to ORC 3319.077 requirements, all teachers will be responsible for completing 18 hrs. of professional development training aligned to Ohio's Dyslexia Guidebook that is evidence-based and includes instruction and training for identifying characteristics of dyslexia and understanding the pedagogy for instructing students with dyslexia. Timelines are established to comply with ORC 3319.077 and HB33.

**In addition to the academic coach with reading endorsements, the school will comply with requirements related to hiring or contracting with educational organization to address the need for the school staff to have access to a Structured Literacy Specialist who has obtained the CERI Structured Literacy Certificate through approved pathways outlined in ORC 3319.078. The roles and responsibilities of the specialist will align with those defined in Ohio Dyslexia Guidebook.**

Targeted and on-going professional development related to literacy and materials, programs and tools to support instruction will be provided to teachers and school leaders beginning with multiple sessions being offered during the June conference. Samples of these topics can be seen in [Attachment E4 - Hillsdale PD Sessions and Speakers](#).

**Alignment to Ohio's Plan to Raise Literacy Achievement:** Through Ohio's Plan to Raise Literacy Achievement in all students from birth-12, the Ohio Department of Education and Workforce (DEW) is aligning to the state's current portfolio of literacy-related policies and practices while promoting evidence-based language and literacy instruction and intervention. To achieve this alignment, the state is cohesively coordinating and linking efforts to drive maximum impact through the following strands of action:

- 1) Shared Leadership;
- 2) Multi-Tiered System of Supports;
- 3) Teacher Capacity;
- 4) Family Partnerships; and
- 5) Community Collaboration.

The Northeast Ohio Classical Academy's (NEOCA) education model incorporates all strands into its academic program in order to raise the literacy achievement of all students. In Shared Leadership, NEOCA's teachers, TBTs and BLTs will be involved in the "identification of the challenge, the causes of underperformance and the solutions to be implemented and perform leadership tasks in support of the improvement approach." Ohio's Multi-Tiered System of Supports "provides a framework for supporting learners and staff as part of school improvement efforts." NEOCA will use the Response to Intervention system to identify and support academic and behavior challenges for students and create a 5 Step School Improvement Process to identify processes, address challenges, and monitor efforts that lead to student and school achievement. In Teacher Capacity, "Ohio is committed to improving teacher capacity through focused, sustained and embedded professional learning and coaching in evidence-based language and literacy practices and interventions." In support of this goal, NEOCA will implement ongoing Professional Development for teachers and leaders aligned to Ohio Standards for Professional Development and topics specifically relevant to increased literacy and language development. In aligning with the Family Partnerships strand focusing on building family partnerships by both early childhood (birth to age 5) and pre-kindergarten through grade 12 educational entities, NEOCA will offer opportunities for parent participation in the life of the school and connect with local daycare centers and Head Start organizations as well as DEW referred agencies as a form of outreach and recruitment.

In Ohio’s last strand of Community Collaboration that includes partnerships at the state, regional and local levels that can help drive literacy improvement and keep in focus why proficient literacy skills are critical, NEOCA will use partnerships with community stakeholders and DEW resources/personnel/training to increase literacy.

Ohio’s Plan to Raise Literacy Achievement emphasizes the need for professional learning and resources that deepen educators’ understanding of how children learn to read, diagnose why some children struggle to read, and sharpen educators’ abilities to implement reading instruction and intervention that is aligned to the science of reading. The professional development available through DEW is designed to support teachers using research-based sources and will be utilized by NEOCA to augment targeted strategies and PD provided by Hillsdale College. NEOCA will partner with the Ohio Department of Higher Education and colleges and universities to enhance these areas in teacher preparation programs. NEOCA is affiliated with Hillsdale College’s higher education community which subsequently benefits all teachers through ongoing, frequent, and targeted teacher preparation instruction. Additionally, NEOCA will provide customized training in Literacy Essentials and Singapore Math aligned with the curriculum (the major components of the curriculum as established by Hillsdale curriculum schools).

<p><b>Curriculum – Future Success</b></p>	<p><b>6.3b</b></p>	<p><b>7) Describe how the school will identify and support student's future success (i.e. focus on career, project-based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).</b></p>
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Northeast Ohio Classical Academy’s (NEOCA) mission aligns with the Ohio Strategic Plan for Education: 2019-2024 that reflects student success one year after completing a high-quality and supportive K-12 education experience.

Ohio’s plan states: Ohio will increase annually the percentage of its high school graduates who, one year after graduation, are:

- Enrolled and succeeding in a post-high school learning experience, including an adult career-technical education program, an apprenticeship and/or a two-year or four-year college program;
- Serving in a military branch
- Earning a living wage; or
- Engaged in a meaningful, self-sustaining vocation.

NEOCA’s rigorous curriculum, adherence to time-proven instructional strategies and instruction in the principles of moral character and civic virtue, will align with Ohio’s Plan to ensure student success.

In alignment with Ohio's Career Connections Framework, students in K-5 will focus on career awareness by exposure to:

Workplace visits with career interviews

Career connections learning strategies

Classroom career speakers

Introduction to Ohio career fields and pathways

As NEOCA expands to grades 6-8, students will focus on exploration in careers or college with embedded opportunities to incorporate the following in the individual career plans and lessons by their teachers:

Advanced academic and technical education

Student Success Plan

[Career connections learning strategies](#)

Workplace visits with career interviews

Career courses

Career mentorships

Career research

Service learning

Career-tech student organizations

[OhioMeansJobs K-12](#)

[Career pathways](#)

The instructional and operational staff will engage in professional development to better understand the importance of engagement of the college and career pathways for all elementary, middle, and high school students. To further aid in this work, and in aligning with ORC 3313.617 the School will use Student Success Plans to help monitor and document these experiences. It is understood that a SSP is required for any student deemed to be at risk of not graduating, but best practices show the value in creating and monitoring these plans for all students- this is the intention of the school.

The classical education model offers a time-honored liberal arts curriculum and pedagogy that direct student achievement toward mastery of the fundamentals in the basic academic skills, exploration of the arts and sciences, and understanding of the foundational tenets of our Western heritage. The

curriculum by purpose and design is a survey of the best intellectual and cultural traditions of the West as developed and refined over many generations. Therefore, as NEOCA expands to the upper grade bands, students will be fully prepared to engage in a high quality and high performing high school and continue to college, military service, a vocational trade or a career with academic and civic skills as well as the scholarly proficiency that allows productivity and achievement. NEOCA will grow one grade per year and will comply with Ohio's Career Connections requirements for grades 5 and up. The school will work with students on individual career plans to address each individual student's needs.

Dr. Leonard Sax, an authority on students and learning, recently provided professional development to the Hillsdale educational community and member schools. As an accomplished author and practitioner, he has been featured in national media (TODAY Show, CNN, Headline News, PBS, Fox News, BBC) and has had essays regarding a large range of child and adolescent issues published in prominent national and international venues (the Washington Post, The Wall Street Journal, The Los Angeles Times, First Things, Public Discourse, Claremont Review of Books, and many other outlets including the web sites of The New York Times, Psychology Today, and the AAP flagship journal Pediatrics.) Addressing the participants of Hillsdale College's 2022 Summer Conference, he discussed the topic "What is school for? In his address, Sax explained, "Over the past 21 years, I have visited more than 460 schools: urban, suburban, and rural; public, private, and parochial; serving affluent, middle-income, and low-income communities. I have learned that middle-income and affluent parents tend to define 'the best school' as 'the school most likely to get my child into a top-rated university.' When considering a school, even a kindergarten or pre-K, the first question these parents are most likely to ask is 'Where do these kids go after they graduate?' We now have good research, from longitudinal cohort studies in which investigators follow students for 10, 20, or 30 years after graduation, which allows us to answer the question: what is school for? What characteristic(s) that we can instill in a student best predict good outcomes 10, 20, or more years after graduation? The answer is: virtue and character. Longitudinal cohort studies consistently show that honesty and self-control in childhood predict good outcomes later in life better than grades, or test scores, or popularity, or friendliness, or even emotional stability. NEOCA firmly agrees, and while "student success" for the school community will include goals to prepare students to perform well on standardized tests, be career-aware, and be capable of working in teams, the underlying mission and philosophy of the school will provide the best groundwork for a successful future.

By closing any academic gaps and offering an education model that teaches language, numeracy, math, English, Latin, civic education, music, arts, cultural education, time management, organization, note-taking, prudence, justice, and temperance, while encouraging responsibility, respect, courage, courtesy, honesty, and citizenship, students of NEOCA will be prepared to travel whatever road they choose for a fulfilling life.

**6.3c Instructional Delivery Methods and Resources/Materials**

Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology? With strong evidence and great detail, each of the following items should be addressed.*

<p><b>Instructional Delivery Methods</b></p>	<p><b>6.3c</b></p>	<p>1) Explain in detail the <u>primary</u>, evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.</p>
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Northeast Ohio Classical Academy (NEOCA) seeks to provide a content-rich curriculum that uses instructional approaches with proven track records of success. At NEOCA the instructional delivery methods, strategies, and/or techniques will depend on grade level, but philosophically are consistent throughout. Central to traditional educational philosophy is the authority of the teacher in the classroom as both the vessel of knowledge and the primary agent for forming the student’s character. As such, the teacher plays an active and direct role in the instruction of the academic lessons and the teaching of virtues. To produce students who communicate effectively, are virtuous, possess cultural literacy, and are active and productive members of American society, well-researched instructional methods that support mastery of state standards focus primarily on **explicit strategy instruction**. It is the core evidence-based instructional delivery method in place at NEOCA.

**Explicit strategy instruction** is defined as a way to teach in a direct, structured way. When teachers use explicit instruction, they make lessons crystal clear. They show kids how to start and succeed on a task. They also give students extensive and timely feedback and chances to practice. Explicit instruction is characterized by a series of supports or scaffolds, whereby students are guided through the learning process with clear statements about the purpose and rationale for learning the new skill, clear explanations and demonstrations of the instructional target, and supported practice with feedback until independent mastery has been achieved. **The components of explicit strategy instruction** include the following:

- 1) Focus instruction on critical content.
- 2) Sequence skills logically.
- 3) Break down complex skills and strategies into smaller instructional units.
- 4) Design organized and focused lessons.
- 5) Begin lessons with a clear statement of the lesson's goals and learner expectations.
- 6) Review prior skills and knowledge before beginning instruction.
- 7) Provide step-by-step demonstrations.

- 8) Use clear and concise language that mirror the standards.
- 9) Provide an adequate range of examples of non-examples.
- 10) Provide guided and supported practice.
- 11) Require frequent responses through high levels of student-teacher interaction.
- 12) Monitor student performance closely.
- 13) Provide immediate affirmative and corrective feedback.
- 14) Deliver the lesson at a brisk pace.
- 15) Help students organize knowledge.
- 16) Provide distributed and cumulative practice.

<p><b>Instructional Delivery Methods - Blended Learning Instructional model</b></p>	<p><b>6.3c</b></p>	<p>2) Is the school using a blended learning instructional model, as defined in section <a href="#">3301.079</a> of the Revised CDEW? If yes, check box. <input type="checkbox"/></p> <p><b><u>Blended Learning Requirements - please provide ALL of the following:</u></b></p> <ul style="list-style-type: none"> <li>a. An indication of what blended learning model or models will be used;</li> <li>b. A description of how student instructional needs will be determined and documented;</li> <li>c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;</li> <li>d. The school’s attendance requirements, including how the school will document participation in learning opportunities;</li> <li>e. A statement describing how student progress will be monitored;</li> <li>f. A statement describing how private student data will be protected;</li> <li>g. A description of the professional development activities that will be offered to teachers.</li> </ul>
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No. The school will not be using the Blended Learning Instructional Model.



<p><b>Instructional Delivery Methods – Research Base</b></p>	<p><b>6.3c</b></p>	<p><b>3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school’s credit flexibility policy. Refer to <a href="#">ESSA</a> definition of evidence based strategies. Provide documentation from the: <a href="#">What Works Clearinghouse</a>, <a href="#">Ed Trust</a> or <a href="#">Ohio's Evidence-Based Clearinghouse</a> for meeting level I or II criteria.</b></p>
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Explicit strategy instruction is a high-leverage practice in both general and special education (New York Department of Education, Office of Special Education, Educational Partnership, 2020). According to the resource, "Explicit instruction is a group of research-supported instructional behaviors used to design and deliver instruction that provides needed supports for successful learning through clarity of language and purpose, and reduction of cognitive load. It promotes active student engagement by requiring frequent and varied responses followed by appropriate affirmative and corrective feedback, and assists long-term retention through use of purposeful practice strategies" (Slide 15).

Research demonstrates the benefit of explicit instruction for: all students, learning in all academic subject areas, and instruction across all grade levels (Hattie et al., 2021; Jayanthi et al., 2021; TNTP, 2018). Specific components of explicit strategy instruction studies and **ESSA Levels** are as follows:

Almasi, J. & Fullerton, S. (2012). Teaching strategic processes in reading (2nd ed.). New York: Guilford. (ESSA Level IV)

Ashman, G. (2021). The power of explicit teaching and direct instruction. Thousand Oaks, CA: Corwin. (ESSA Level IV)

Atkinson, R. K., Renkl, A., & Merrill, M. M. (2003). Transitioning from studying examples to solving problems: Effects of self-explanation prompts and fading worked-out steps. *Journal of Educational Psychology*, 95(4), 774–783. <https://doi.org/10.1037/0022-0663.95.4.774> (ESSA Level II)

August, D., & Shanahan, T. (2006). Developing literacy in second-language learners: Report of the National Literacy Panel on Language-Minority Children and Youth. Mahwah, NJ: Erlbaum. <https://doi.org/10.4324/9781315094922> (ESSA Level IV)

De Smedt, F., & Van Keer, H. (2018). Fostering writing in upper primary grades: A study into the distinct and combined impact of explicit instruction and peer assistance. *Reading and Writing: An Interdisciplinary Journal*, 31(2), 325–354. <https://doi.org/10.1007/s11145-017-9787-4> (ESSA Level I)

Fisher, D. & Frey, N. (2008). Better learning through structured teaching: A framework for the gradual release of responsibility. Alexandria, VA: ASCD. (ESSA Level IV)

Gazith, K. (2021). Teaching with purpose: How to thoughtfully implement evidence-based practices in your classroom. Bloomington, IN: Solution Tree Press. (ESSA Level IV)

Gersten, R., Keating, T., & Becker, W. C. (1988). The continued impact of the direct instruction model: Longitudinal studies of follow through students. *Education and Treatment of Children*, 11(4), 318– 327. Retrieved from: <https://eric.ed.gov/?id=EJ403955> (ESSA Level II).

Hattie, J., Bustamante, V., Almar, J., Fisher, D., & Frey, N. (2021). Great teaching by design. Thousand Oaks, CA: Corwin Press. (ESSA Level IV)

Hoffer, W. (2020). Phenomenal teaching: A guide for reflection and growth. Portsmouth, NH: Heinemann. (ESSA Level IV)

Jayanthi, M., Gersten, R., Schumacher, R. F., Dimino, J., Smolkowski, K., & Spallone, S. (2021). Improving struggling fifth-grade students' understanding of fractions: A randomized controlled trial of an intervention that stresses both concepts and procedures. *Exceptional Children*, 88(1), 81–100. <https://doi.org/10.1177/00144029211008851> (ESSA Level I)

Marzano, R. (2017). The new art and science of teaching. Bloomington, IN: Solution Tree Press. (ESSA Level IV)

Moore, S., Peyton, J., & Young, S. (2010). Evidence-based, student-centered instructional practices. <https://www.cal.org/caelanetwork/resources/studentcentered.html> (ESSA Level IV)

Rosenshine, B. (2012). Principles of instruction: Research-based strategies that all teachers should know. *American Educator*, 36(1): 12. (ESSA Level IV)

Salisu, A., & Ransom, E. (2014). The role of modeling towards impacting quality education. *International Letters of Social and Humanistic Sciences*, 32, 54-61. <https://doi.org/10.18052/www.scipress.com/ILSHS.32.54> (ESSA Level IV)

Schmoker, M. (2019). Focusing on the essentials. *Educational Leadership*, 77(1): 30-35. (ESSA Level IV)

Sherrington, T. (2019). *Rosenshine’s principles in action*. Woodbridge: John Catt Educational. (ESSA Level IV)

Simons, K.D., & Klein, J.D. (2007). The impact of scaffolding and student achievement levels in a problem-based learning environment. *Instructional Science*, 35, 41-72. <https://doi.org/10.1007/s11251-006-9002-5> (ESSA Level 1)

Stockard, J., Wood, T., Coughlin, C., Khoury, C. & Rasplia, C. (2018). The effectiveness of direct instruction curricula: A meta-analysis of a half-century of research. *The Review of Education Research*. <https://doi.org/10.3102/0034654317751919> (Supported by Meta-Analysis)

Sweller, J. & Sweller, S. (2006). Natural information processing systems, *Evolutionary Psychology*, 4(1): 147470490600400135. (ESSA Level IV)

<b>Instructional Delivery Methods - Resources/Materials</b>	<b>6.3c</b>	<b>4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology. Refer to Ohio's Approved Curriculum List for Literacy Materials.</b>
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The following are resources and materials selected for Northeast Ohio Classical Academy. At the time of the writing, Ohio's Approved Curriculum List for Literacy Materials has not been released. The resources and materials to be available at NEOCA will change based on compliance with the approved curriculums from DEW. Social and emotional learning standards are integrated within the materials listed below.

The materials used to support instruction will depend on grade level. At the K-5 grade levels, the textbooks used will be those recommended by the specific teaching programs such as Literacy Essentials, Singapore Math, and Core Knowledge. There will be an emphasis on teaching good character development as students progress by reading complete books, stories, and tales that illustrate moral virtues such as, but not limited to, courage, justice, wisdom, humility, friendship, responsibility, and gratitude. At the upper-grade levels, original source documents will be used rather than a synopsis of such documents. NEOCA will use technology effectively but without diminishing the faculty leadership that is crucial to academic achievement. Faculty will be provided with laptops, have overhead projectors, whiteboards, and other technological devices available to be used at teachers' discretion. Listed below are samples of the main curriculum materials and publishers used. The full scope and sequence and curriculum map with all resources used is enclosed as

**Attachment E1 - Hillsdale K-12 Program Guide.**

**ELA (Core curriculum and sample books/novels)**

Core Knowledge Foundation curriculum

Literacy Essentials

Access Literacy

Primary Phonics by Barbara Makar

Stevenson's Supplemental Readers 1-20

- Texts for reading practice at increasing levels of difficulty (ex. *Go Dog Go*, *Mrs. Brice's Mice*, *Owls Home*, *Frog & Toad books*, etc.)

*Lessons in Primary Reading*, Model-Harby

American Tall Tales

- *The House at Pooh Corner*, A.A. Milne

- *Pinocchio*, Carlo Collodi

- *Standard Test Lessons in Reading*, Model-Crabbs

- *My English Orthography Notebook*, Access Literacy

Audio resources for *Well-Ordered Language*, Level 1A, Coupland, and Peters

- *The Adventures of Tom Sawyer*, Norton Critical Edition

- *Comedy of Errors* DVD, Globe Theater Production

*English from the Roots Up*, Volume I, Joegil Lundquist and *English from the Roots Up*, Volume II, Joegil Lundquist

*Macbeth* DVD, Royal Shakespeare Company 1979 Production

- *Metamorphoses*, Ovid (Mendelbaum Translation) and *Classic Myths to Read Aloud*, William F. Russell

Select classic novels

Get Smart: Grammar through Sentence Diagramming, Elizabeth O'Brien

- *Sentence Diagramming Reference Manual: How to Diagram Anything*, Elizabeth O'Brien

- Sentence Diagramming Exercises: An Introduction to Sentence Diagramming,  
Elizabeth O'Brien  
- Elements of Style, Strunk & White  
The Children's Book of Virtues  
My English Orthography Notebook  
Test Lesson in Primary Reading  
Test Lesson in Primary Reading (Teacher's Edition)  
Stevenson Supplementary Reader Set (20 books for Beginning Level)  
Pinocchio  
The House at Pooh Corner  
Boxed Set Phonogram Cards  
Level I Teacher's Edition  
Wall Charts (lg.)  
5th Grade Core Classics: Narrative of the Life of Frederick Douglass, An American Slave CCFD  
5th Grade Core Classics: Sherlock Holmes CSH  
Core Knowledge History and Geography Readers, Class Set  
Boxed Set Phonogram Cards  
Level I Teacher's Edition  
Well-Ordered Language Level 3A and 3B (student edition)  
Well-Ordered Language Level 3A and 3B (Teacher's Edition)  
Sentence Diagramming Reference Manual: How to Diagram Anything  
Sentence Diagramming Exercises: An Introduction to Sentence Diagramming  
Alice in Wonderland  
The Annotated Alice  
The Wind in the Willows  
The Secret Garden  
Comedy of Errors  
Comedy of Errors (DVD)

**Math**

Singapore Math Materials  
First Grade Starter Kit  
Interlocking Base Ten Starter Set  
6-Sided Dice Pack of 100

Mini White Board/Markers (set of 30)  
Learning Resources 2-Color Counters (200 / pack, need 20 / student)  
Playing Cards (1 pack per student, 12 packs per package)  
Place Value Chart and Disks  
Hundreds Board  
Primary Mathematics Textbook (A and B)  
Primary Mathematics Workbook (A and B)  
Primary Math Teacher's Guide (A and B)  
Primary Math Home Instructor's Guide  
Primary Math Tests  
The Singapore Model Method for Learning Mathematics  
6-Sided Dice Pack of 100 (5 dice/student)  
12-Sided Dice Pack of 10 (2 dice / student)  
Mini White Board/Markers (set of 30)  
Learning Resources 2-Color Counters (200 / pack, need 20 / student)  
Playing Cards (1 pack per student, 12 packs per package)  
Place Value Chart and Disks  
Hundreds Board  
The Singapore Model Method for Learning Mathematics

**Science**

-Core Knowledge Sequence  
Pearson's Science Explorer series  
Chemical Building Blocks (Science Explorer Series)  
From Bacteria to Plants (Science Explorer Series)  
-Read-aloud Resources (various titles, i.e., *A Man for All Seasons: The Life of George Washington Carver*, Stephen Krensky)  
-*ScienceSaurus*, Houghton Mifflin Harcourt  
- DeltaScience Content Readers series  
Manfish: A Story of Jacques Cousteau  
Pasteur's Fight Against Microbes (Science Stories series)  
The Fantastic Undersea Life of Jacques Cousteau  
The Story of Thomas Alva Edison (Landmark Books)  
Dinosaurs!  
Living in the Arctic

Who Eats What?

ScienceSaurus (Yellow softcover)

Edward Jenner: Conqueror of Smallpox (Great Minds of Science series)

Edward Jenner and the Smallpox Vaccine

Louis Pasteur: Disease Fighter (Great Minds of Science series)

Caves and Caverns

Deserts

Digging Up Dinosaurs

Egg to Chick

Eggs of Things

Marshes & Swamps

My Feet

My Hands

Planet Earth/Inside Out

Sea Turtles (Live Oak Read along)

Seeds and More Seeds

Sun Up, Sun Down (1)

Sunken Treasure

The Planets

Whales

John Dalton and the Atomic Theory (Uncharted, Unexplored, and Unexplained series)

Carl Linnaeus: Father of Classification (Great Minds of Science series)

Percy Lavon Julian: Pioneering Chemist (Signature Lives: Modern America series)

### **History (core curriculum and sample books/novels)**

-Core Knowledge *Tell It Again!* Read-Aloud Anthologies and Flipbooks including:

- *Kids' World Atlas: A Young Person's Guide to the Globe* (Picture Window Books World Atlases), Karen Foster

- *A History of the United States and Its People*, Edward Eggleston

- *North American Indians*, Marie and Douglas Gasline

- *Christopher Columbus*, Ingri and Edgar Parin D'Aulaire

- *Christopher Columbus: Explorer* (Spirit of America, Our People series), Judy Atler

- *The Thanksgiving Story*, Alice Dalgliesh

- *The Fourth of July Story*, Alice Dalgliesh

- *George Washington*, Cheryl Harness

- *A Picture Book of Thomas Jefferson*, David Adler  
- *Abraham Lincoln*, Amy L. Cohn, and Suzy Schmidt  
- *You're on Your Way, Teddy Roosevelt*, Judith St. George  
- *Rushmore: Monument for the Ages*, Lynn Curlee  
- *The Story of the Statue of Liberty*, Betsy and Giulio Maestro  
- *The Story of the World, Volume 1: Ancient Times*, Susan Wise Bauer  
*The Golden Days of Greece*, Olivia Coolidge  
*A History of US, Book 1: The First Americans*  
DK Eyewitness Books: American Revolution  
DK Eyewitness Books: Ancient Civilizations  
DK Eyewitness Books: Ancient Egypt  
DK Eyewitness Books: Arms and Armor  
DK Eyewitness Books: Aztec, Inca, and Maya  
DK Eyewitness Books: Islam  
DK Eyewitness Books: Judaism  
DK Eyewitness Books: Mesopotamia  
DK Eyewitness Books: Mummy  
DK Eyewitness Books: Pyramid  
DK Eyewitness Books: DaVinci & His Times  
DK Eyewitness Books: Russia  
DK Eyewitness Books: Renaissance  
DK Eyewitness Books: Christianity  
*The Story of the Liberty Bell (Cornerstones of Freedom)*  
*The Story of the World Volume I: Ancient Times*  
*The Great Pyramid*  
*Shh . . . We're Writing the Constitution*  
*A Picture Book of Benjamin Franklin (Picture Book Biography)*  
*The Inca Empire*  
*The Long Way Westward (I Can Read Book 3)*  
*Benjamin Franklin*  
*In 1776*  
*Young John Quincy*  
*Revolutionary War in the North and West, 1776-1780 (map)*  
*And Then What Happened, Paul Revere? (Paperstar)*

Can't You Make Them Behave, King George?

George Washington

Sam the Minuteman

What's the Big Idea, Ben Franklin?

Why Don't You Get a Horse, Sam Adams?

Will You Sign Here, John Hancock?

Muhammad

Tomie dePaola's Book of Bible Stories

My First Ramadan

History Map #106: Mesopotamia and Egypt, 4000-1000 BCE

History Map #129: Voyages of Exploration 1000-1522CE and Colonial E

History of Europe, The Major Turning Points Map 1983

Battles of the Civil War Wall Map

### **Art**

-Art Resources, Core Knowledge Foundation

-Text Resources, Core Knowledge Foundation

DK Eyewitness resources

Getting to Know the World's Greatest Artists, series by Mike Venezia

Various trade books with large prints of the art listed in the CK Sequence

Claude Monet (Getting to Know the World's Greatest Artists)

Edgar Degas (Getting to Know the World's Greatest Artists)

Georgia O'Keefe (Getting to Know the World's Greatest Artists)

Grant Wood (Getting to Know the World's Greatest Artists)

Jacob Lawrence (Getting to Know the World's Greatest Artists)

Leonardo Da Vinci (Getting to Know the World's Greatest Artists)

Paul Cezanne (Getting to Know the World's Greatest Artists)

Vincent Van Gogh (Getting to Know the World's Greatest Artists)

Francisco Goya (Getting to Know the World's Greatest Artists)

James McNeill Whistler (Getting to Know the World's Greatest Artists)

### **Music**



- The Core Knowledge Music Collection, Preschool, and Kindergarten Music CD Set
- Text Resources for Kindergarten, Core Knowledge Foundation
- Wolfgang Amadeus Mozart (Getting to Know the World's Greatest Composers)
- Peter Tchaikovsky (Getting to Know the World's Greatest Composers)
- DK Eyewitness Books: Great Musicians
- DK Eyewitness Books: Music
- Alfred's Essentials of Music Theory, Book I
- Alfred's Essentials of Music Theory, Ear Training CDs 1&2 Combined

### **Latin**

#### Sixth Grade (beginning year 2)

- Wheelock's Latin, 7th ed., Frederic M. Wheelock and Richard A. LaFleur
- Supplementary Resources:
- Workbook for Wheelock's Latin, Paul Comeau, and Richard A. LaFleur
  - Thirty-Eight Latin Stories Designed to Accompany Wheelock's Latin, 5th ed., Anne Groton and James May
  - Classical Mythology & More: A Reader Workbook, Marianthe Colakis, and Mary Joan Masello
  - To Be a Roman: Topics in Roman Culture, Margaret Brucia, and Gregory Daugherty
  - Lingua Latina per se Illustrata, Pars I: Familia Romana, Hans H. Ørberg
  - Lingua Latina per se Illustrata. Pars I: Latine Disco Student Manual, Hans Ørberg

### **Physical Education**

Available resources for Physical Education include, but is not limited to:

- Track and field materials
- Jump Ropes
- Basketballs
- Volleyballs
- Baseballs
- Footballs
- Flag Football belts with flags
- Soccer Balls
- Kick Balls

Dodge Balls  
 Cones  
 Floor Paint for Stations & Fitness Activities  
 Basketball Hoops  
 CD Player  
 CD (dance lessons & fitness activities)  
 Whistle  
 Stop Watches  
 Gymnasium

**Technology**

Technology is used to support educational delivery in the classroom and for testing purposes, but technology is not used as the primary source of education delivery in a classical education model. Teachers may authorize students, during such situations or students with unique circumstances, to use computers or materials provided for instruction at home to make remote learning possible.

<b>Instructional Delivery Methods - Resources/Materials</b>	<b>6.3c</b>	<b>5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.</b>
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The Headmaster works with teachers to identify gaps in delivery or resources to determine whether different or additional instructional resources are needed to improve student performance. Twice a year at data meetings, the School Accountability Committee (SAC) meets to determine if curriculum changes are needed based upon data results. The resources chosen will assure that Northeast Ohio Classical Academy (NEOCA) students have the skills necessary to demonstrate student mastery of learning objectives.

The Headmaster in consultation with Hillsdale K-12 Education and through board approval determine instructional resources and materials. The initial selection process is based upon:

- 1) recommendations from Hillsdale,
- 2) results of other Hillsdale supported classical model high performing schools using the same resources,
- 3) evaluation of alignment to Ohio Learning Standards, and
- 4) ultimately, board approval.

The Headmaster presents the curriculum plan for instructional resources and materials to the Board at a board meeting prior to the start of the school year for review and approval. Board Members will have the opportunity to discuss the options, review research and evidence for resource and technology effectiveness, and ask questions of the Headmaster prior to approval of the resource and any technology. The Board of Directors will review curricular and instructional changes and the need of any major technology changes at monthly board meetings as needed. The Headmaster will inform the Board as such needs arise. Data is collected regularly at the classroom level and every one to two weeks at the building level. This data collection process allows the analysis and evaluation of academic achievement and student growth trends. The assessment results justify the rationale for changing the resources.

**6.3d Continuous Improvement and Professional Growth**

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the <a href="#">Ohio's Improvement Process</a> . Describe the structures and processes to support the improvement planning.
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Northeast Ohio Classical Academy will utilize the Ohio Improvement Process and team structures as the framework for developing, monitoring, and evaluating the ONE PLAN to assure continuous improvement across grade levels and subject areas related to student achievement, behavior, and social emotional learning. The ONE PLAN includes the ED STEPS process allowing for a systematic consolidated planning tool for the school, which is strategically aligned to funding and resources and focused on improving outcomes for all students.

The School Accountability Committee (SAC) consisting of the Headmaster, Dean of Students, the Intervention specialist and grade level (K-2; 3-6) Teacher-Based Teams, will develop the ONE PLAN. The SAC will be charged to develop the plan by the beginning of the school year with Headmaster overseeing the process. Teacher Based Teams (TBTs) will meet twice a month to discuss and review the progress in meeting the goals, strategies and action steps identified in the ONE PLAN using the Ohio Improvement Process.

Prior to April 1 of the first year and thereafter, SAC will review available data and adjust it for the upcoming year. The initial benchmark goals will be created based upon expectations of student performance on Ohio State Tests of the local school districts from which Northeast Ohio Classical Academy (NEOCA) will recruit. ONE PLAN goals will be based upon school formative and summative assessments and other data available within the ONE PLAN database. From these goals, professional development will be determined to support the teachers and leaders in meeting and exceeding ONE PLAN adult and student indicators. The professional development will be aligned to the ONE PLAN adult and student indicators.

After the initial plan is developed, the SAC will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources used by the school. The overall plan is developed through the guidelines of the Ohio Department of Education and Workforce Decision Framework found at

<http://education.ohio.gov/Topics/District-and-School-Continuous-Improvement/Ohio-Improvement-Process/Decision-Framework-Information>. Concepts used to develop the plan include Collaborative Implementation Teams such as BLT (Building Leadership Implementation Team) and TBTs (Teacher-Based Teams) will assume roles and responsibilities as defined by DEW and are integral to the plan's development, monitoring, and evaluation including concepts of Shared Leadership, Communication, and Engagement, Purposeful Decision-Making, and Resource Management.

NEOCA will implement the Ohio 5-Step Improvement Process, which includes the following:

Step 1: Identify Critical Needs

Step 2: Research and Select Evidence-based Strategies

Step 3: Plan for Implementation

Step 4: Implement and Monitor

Step 5: Examine, Reflect and Adjust

The action plans below correlate with the 5-step process.

Step 1: Following Ohio's Educational Department's System of Tiered E-Plan and Supports (ED STEPS), Teacher Based Teams (TBTs) will meet every week to discuss disaggregated data and share ideas related to identified goals, strategies, and action steps outlined in the ONE PLAN. Once deficiencies or areas of weakness are identified, Root Cause analysis tools made available by DEW will be used to fully identify causes. Students identified as being not "on-track" regarding academic, behavior, or social emotional progress will be identified as in need of the Multi-Tiered System of Support.

Step 2: The TBTs process will be evaluated each month by the SAC. As necessary, Board Members may be included. Feedback will be given to all TBTs, and data will be analyzed for growth purposes. Additionally, the Headmaster and Dean of Students will meet with teachers to discuss assessment results and growth of Tier 2 and Tier 3 students. This data will be the basis of any coaching and professional development provided to teachers throughout the remainder of the schedule.

Step 3: The TBTs process is then reviewed by the Headmaster and Vice Headmaster in efforts to ensure where additional training is needed.

Step 4: The instruction plan is implemented during the first year. After the first year, the plan will include any data-based adjustments, if needed. Step 4 and 5: The SAC will meet each week to discuss the ONE PLAN as well as the OIP and pertinent policies and procedures throughout the building. The SAC will discuss the information collected from the 5-Step Process forms to provide advice and feedback for the TBTs.

Step 5: The SAC meets each summer to review teacher progress to determine what professional development would be beneficial.

Data is consistently reviewed. Adjustments are made by the following staff and during the following timelines:

1. NWEA assessment data will be reviewed by teachers after each testing session (Fall, October; Spring, April). State assessment data will be reviewed in August prior to the start of school. Additional progress monitoring tools contained in the curriculum will be given to students on a regular basis to monitor progress where students are in a particular subject as well as drive instruction. These assessments will be reviewed by the Dean of Student Learning every six weeks.

2. Curriculum maps and pacing guides will be reviewed by the SAC and a representative from the Hillsdale K-12 Education Office, when needed. This process will occur in April. The results of the review will be shared with the Board in May.

The SAC will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources used by the school. Technology will be reviewed as well to determine the needs of the school for updating or adding new technology in specific grades or certain subjects and for what intended purpose the technology is serving.

Data will be reviewed to determine specific areas where additional curriculum and/or resources need to be added to prevent gaps in learning and maintain student growth. Training will also be reviewed to determine the level of implementation of current resources to ensure teachers have the skills and training to implement the curriculum and strategies identified in the ONE PLAN. Professional Development will, therefore, be reviewed to determine current and future needs for each subject, grade or individual teachers. TBTs will evaluate the effectiveness of the previous meeting and the work of the team at the conclusion of each meeting based on the 5 Step Process. The SAC will review TBTs meetings notes monthly.

At each monthly board meeting, data is discussed, and the Headmaster presents to the Board a review of the OIP process and ONE PLAN updates. Any adjustments to the program or course corrections occur after board input. The decisions made based upon the data and board input will inform changes made to classroom practices including a written school improvement plan. Because the TBTs meet monthly and the BLT meet to discuss the results of the TBT collected data, the development of the Data Plan occurs throughout the school year and not just annually. After any new plan is implemented, it is monitored regularly throughout the year. Changes can occur in real time due to the continuous nature of the assessment collection and analysis. Information is also made available to parents during parental meetings and conferences. Additional information is disseminated to parents and the broader community through written communication, the school website, and board meetings.

Ohio Teacher Evaluation System (OTES)	6.3d	<p>2) Confirm implementation of the <a href="#">Ohio Teacher Evaluation System (OTES)</a> or an alternative aligned to <a href="#">Ohio Standards for Educators</a>.</p> <p><input type="checkbox"/> <b>Yes</b>, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p>
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		<p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>Northeast Ohio Classical Academy will use the Adkins and Company Classical Teacher Evaluation System which is aligned directly with the Ohio Teacher Evaluation System, but modified to meet the needs of the classical model teacher / leader expectations. The Headmaster and/or his or her designee will evaluate the teachers using the Teacher Evaluation System which is customized for the roles and responsibilities of a classical teacher, while still aligning with the OTES evaluation system process.</p>		
<p>Ohio Principal Evaluation System (OPES)</p>	<p>6.3d</p>	<p>4) Confirm implementation of <a href="#">Ohio Principal Evaluation System</a> and <a href="#">Ohio Superintendent Evaluation System</a> (if applicable) or alternative aligned to <a href="#">Ohio Standards for Principals</a> and <a href="#">Ohio Standards for Superintendents</a>.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>Northeast Ohio Classical Academy will use the Adkins &amp; Company Classical Headmaster Evaluation System, which is aligned directly with the Ohio Principal Evaluation System, and is customized to address the roles, responsibilities, and expectations of a classical headmaster.</p>		
<p>Local Professional Development Committee</p>	<p>6.3d</p>	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>The LPDC for Northeast Ohio Classical Academy will follow the DEW Resource Guide for establishing an LPDC and will follow all bylaws, committee membership, roles and responsibilities, and processes and procedures including maintaining records of meetings including agendas and minutes, as defined</p>		

by the Ohio Department of Education and Workforce per the link <https://education.ohio.gov/Topics/Teaching/Professional-Development/LPDC-s/Resource-Guide-for-Establishing-an-LPDC>

The NEOCA LPDC will consist of at least three classroom teachers employed by the district, one administrator employed by the district, and one other district employee appointed by the district superintendent. The Northeast Ohio Classical Academy (NEOCA) LPDC will be chaired by the Headmaster until a chair is elected. The LPDC chair will attend regularly scheduled meetings within the cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date. NEOCA will have access to assistance and guidance from Adkins and Company, LLC relating to LPDC requirements to ensure school compliance.

Resident Educator Program	6.3d	7) Discuss implementation of <a href="#">Ohio's Resident Educator Program</a> in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).
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House Bill 441 (GA133) changed the Resident Educator License to a two-year license and the Ohio Resident Educator Program to a two-year program effective April 12, 2023. NEOCA will follow the Two-Year Resident Educator Program requirements and best practices as defined by DEW at <https://education.ohio.gov/Topics/Teaching/Resident-Educator-Program/For-Resident-Educators> THE RE Program can be envisioned as steps on a professional pathway to continued professional learning, leading educators to more effective practices and excellence in teaching. Mentors provide ongoing instructional support using self-assessment and goal setting, demonstrating use of authentic teacher work such as lesson planning, data analysis and assessment for reflection. In the second year, Res also work with their facilitator who support them as they prepare to submit a Lesson Reflection for the Resident Educator Summative Assessment (RESA). When the RE has successfully completed two years of the program and successfully completed the RESA, they have completed the Ohio Resident Program.

Program requirements and timelines are outlined for the new 2-year program at the following link, which includes resources the school will use to ensure support for mentors and REs through the two-year process: <https://education.ohio.gov/getattachment/Topics/Teaching/Resident-Educator-Program/For-Resident-Educators/v8-2-Year-Program-Overview-July-2023.pdf.aspx?lang=en-US>

At NEOCA, the mentor to mentee ratio will primarily depend on the number of participants at the building. It is expected to have one to two mentors at the building so there is an adequate weekly focus on mentee growth and development. The number of Resident Educator mentors to mentees will be better determined upon the hiring of NEOCA teaching staff. The expected ratio goal is two mentors on staff for teachers completing the program.

Professional Development Plan for Teachers	6.3d	8) Using the <a href="#">Ohio Standards for Professional Development (adopted 2015)</a> , describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for teachers
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	<p><b>informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.</b></p>
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**HOW PD PRIORITIES ARE DETERMINED:** While the Ohio Standards for Professional Development will guide the “how” professional development is designed and supported at NEOCA, the ONE PLAN goals, strategies, adult and student indicators and action steps will define the “what.” The primary mission of NEOCA is to promote student learning and character development. Research has shown student performance is enhanced when staff have access to effective professional development. The focus of PD at NEOCA is to enhance professional practice and leadership capacity at the school to improve what happens for students in the classroom every day.

The ONE PLAN will serve as the basis of PD for NEOCA, providing both quantitative and qualitative data to study trends, identify issues, measure the results of initiatives, target interventions and verify assumptions. By collecting and analyzing data in the planning and implementation phases of the PD plan, resources are targeted and used wisely to support the development of professional practice and measure the results of impact to student learning. Other data sources will be incorporated such as OTES and RE needs.

Using ED STEPS in the ONE PLAN, the school will have access to data to help examine local contextual variables, identify PD priorities and decide on and articulate ultimate ADULT INDICATOR goals. The following questions will guide the **planning** phase: What the priorities? How well are students learning? What are system needs? What are school needs? What are staff needs?

As part of the PD design phase, a **formative evaluation** provides potential sources of data that can be collected and analyzed to affirm the plan, determine what changes are necessary to achieve success, and decide if the school is on the right track. Questions include: What indicators show the program is proceeding as planned? What indicators show progress? Are any adjustments necessary?

The **summative evaluation** determines how well the school has met or exceeded the ONE PLAN goals, specific to ADULT INDICATORS. Questions include: How well did the program meet its goals and ADULT INDICATORS? How well did the program meet participants’ needs? What has changed in classroom instruction as a result?

**PD SCHEDULE:** Whole staff workshop-based PD will occur for two weeks before the opening of school and during the school year. Five times per year, there is all-day formal PD that, depending upon the ONE PLAN goals and student and adult indicators, may include review of data, curriculum differentiation, and subject matter work. Additional teacher training can also be incorporated during TBT and BLT meetings, based on specific grade and content level needs.

During the summer, NEOCA will hosts a two week-long teacher and staff development prior to the opening of school for all educators in the school, including classical education network schools. The focus is needs-based and concentrated on both analysis of data and content level curriculum and instructional practices. Additionally, as stated above, NEOCA will obtain training from Singapore Math and Literacy Essentials from the established vendors.

Throughout the school year, mentoring and coaching opportunities are available to staff via Academic Coach. Based on a teacher’s individualized PD planning goals, IPDP, and OTES evaluation needs as they relate to the ONE PLAN, coaching and mentoring content and timeframes are personalized and specific.



**CORE STANDARDS OF QUALITY:** Adhering to Ohio’s Standards for Professional Development, NEOCA will incorporate the following principles and measures of success into operationalizing professional development as it relates to the ONE PLAN goals, strategies, and action steps:

**Individually Guided Development:** Encourages individualization by having the teacher assist in the design of a personalized plan and a menu of learning activities which align to the school’s mission, ONE PLAN priorities, the teacher’s IPDP, and input from the school administrators.

**Observation and Assessment:** Includes a peer or administrator providing structured feedback on targeted skills or practices. The areas of observation might be aligned to school-wide initiatives such as the implementation of Socratic Discussions or classroom management issues such as equitable questioning techniques.

**Networking:** As part of the Hillsdale K-12 Education Program network, educators have the opportunity to work jointly with peers throughout the country, as well as having access to experts in the field and to ask questions, participate in demonstrations, and extend prior knowledge beyond the confines of a classroom.

**Inquiry:** Central to NEOCA’s philosophy for students and all staff is the concept of inquiry and reflection. This type of professional development allows teachers to reflect on their curricular content material, the achievement and growth of their students and the alignment of their instructional practices to the school’s philosophy, mission and vision. In this reflection, teachers are encouraged to formulate questions regarding the ability for improvement. Tools used in this type of professional development might include surveys, root-cause analysis exercises, data analysis opportunities and digital representations of teaching.

Professional Development Plan for School Leaders	6.3d	9) Using the <a href="#">Ohio Standards for Principals</a> , describe how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school’s continuous improvement plan.
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**HOW PD FOR SCHOOL LEADER PRIORITIES ARE DETERMINED:** While the Ohio Standards for Professional Development will guide the “how” professional development is designed and supported at NEOCA, the ONE PLAN goals, strategies, adult and student indicators and action steps as well as Ohio Standards for Principals will define the “what.” The primary mission of NEOCA is to promote student learning and character development. Research has shown student performance is enhanced when staff have access to effective professional development. The focus of PD at NEOCA is to enhance professional practice and leadership capacity at the school to improve what happens for students in the classroom every day.

The ONE PLAN will serve as the basis of PD for NEOCA, providing both quantitative and qualitative data to study trends, identify issues, measure the results of initiatives, target interventions and verify assumptions. By collecting and analyzing data in the planning and implementation phases of the PD plan, resources are targeted and used wisely to support the development of professional practice and measure the results of impact to student learning. Other data sources will be incorporated such as OPES and additional evaluation criteria established by the BOD.

Using ED STEPS in the ONE PLAN, the school will have access to data to help examine local contextual variables, identify PD priorities, and decide on and articulate ultimate ADULT INDICATOR goals. The following questions will guide the planning phase: What the priorities? How well are students learning? What are system needs? What are school needs? What are leadership needs?

As part of the PD design phase, a formative evaluation provides potential sources of data that can be collected and analyzed to affirm the plan, determine what changes are necessary to achieve success, and decide if the school is on the right track. Questions include: What indicators show the program is proceeding as planned? What indicators show progress? Are any adjustments necessary?

The summative evaluation determines how well the school has met or exceeded the ONE PLAN goals, specific to ADULT INDICATORS. Questions include: How well did the program meet its goals and ADULT INDICATORS? How well did the program meet participants' needs? What has changed in classroom instruction and school leadership as a result?

Areas of significance for professional development for school leaders may include one or more of the following:

1. Providing school leaders with professional development in areas that will assist them in developing Building Leadership Teams (BLTs) and Teacher-Based Teams (TBTs).
2. Supporting professional development opportunities that allow school leaders to network with and learn from peers.
3. Using professional development time to provide space for teams to work on tasks connected to school and district goals, specifically the ONE PLAN.
4. Using performance-based criteria (assessments, performance framework goals) to identify highly qualified school leaders to serve as professional development instructors and principal supervisors, mentors, and coaches.

PD SCHEDULE FOR SCHOOL LEADERS: Since NEOCA is a curriculum school, the leadership and faculty does not undergo training directly from Hillsdale College. Instead, they review materials provided by Hillsdale and then organize their own training sessions based on the components of the Hillsdale curriculum. In alignment with ONE PLAN goals, strategies, action steps/. Hillsdale curriculum schools work with other Hillsdale schools to mirror content training and professional development reviewed during Hillsdale College on-site school leadership training for Hillsdale member schools in June of each year. The full schedule is provided as **Attachment E4 - Hillsdale PD Sessions and Speakers**. During the 2022 conference, over 60 of the 240 presentations available to participants focused on the roles and responsibilities of school leaders. These presentations covered various topics, from data analysis ("Pedagogy 301: Measurement") to resource utilization ("Making the Most of Hillsdale Relationship").

Moreover, professional development opportunities are offered throughout the year, aligned with the ten strands of the Ohio Standards for Principals. Professional development includes the use of self-evaluation as part of the OPES system. School leaders submit their self-assessments to certified evaluators who compare them against board assessments. The results of OPES inform further professional development initiatives, which may include training, coaching, and attending conferences.

In addition to the ONE PLAN focus and at designated times throughout the year, professional development will be provided that incorporates each of the ten strands of Ohio Standards for Principals. Professional development includes the use of self-evaluation as a part of the OPES system. This evaluation is

submitted to the certified evaluator who compares the self-assessment against the board assessments. The results of OPES will drive further professional development for the school leaders. Development can include training, coaching, and/or conferences.

**CORE STANDARDS OF QUALITY:** Adhering to Ohio’s Standards for Professional Development, NEOCA will incorporate the following principles and measures of success into operationalizing professional development as it relates to the ONE PLAN goals, strategies, and action steps:

**Individually Guided Development:** Encourages individualization by having the teacher assist in the design of a personalized plan and a menu of learning activities which align to the school’s mission, ONE PLAN priorities, the teacher’s IPDP, and input from the school administrators.

**Observation and Assessment:** Includes a peer or administrator providing structured feedback on targeted skills or practices. The areas of observation might be aligned to school-wide initiatives such as the implementation of Socratic Discussions or classroom management issues such as equitable questioning techniques.

**Networking:** As part of the Hillsdale K-12 Education Program network, educators have the opportunity to work jointly with peers throughout the country, as well as having access to experts in the field and to ask questions, participate in online demonstrations/discussion, and extend prior knowledge beyond the confines of a classroom.

**Inquiry:** Central to NEOCA’s philosophy for students and all staff is the concept of inquiry and reflection. This type of professional development allows teachers to reflect on their curricular content material, the achievement and growth of their students and the alignment of their instructional practices to the school’s philosophy, mission and vision. In this reflection, teachers are encouraged to formulate questions regarding the ability for improvement. Tools used in this type of professional development might include surveys, root-cause analysis exercises, data analysis opportunities and digital representations of teaching.

<p><b>School Calendar</b></p>	<p><b>6.3.1</b></p>	<p><b>9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and DEW. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and DEW, and may require a corrective action plan.</b></p>
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Northeast Ohio Classical Academy (NEOCA) will attempt to mirror the calendars of the public school district in which it is located in order to maximize the benefits of available public school bus transportation. Excluding lunch period, students will have six hours of daily classroom instruction and 165 days of class (annually 990 hours of classroom instruction). The proposed school and attendance calendar is attached and includes professional development and assessment days, vacation days, and number of hours the school will be in session. Parents and students will be notified of the school calendar as it is provided to families upon enrollment. The calendar will also be sent home with the student at the beginning of the school year. The calendar is available in

the school office and on the school website. A sample school calendar evidencing 990 hours, which is well over the 920 hours of instruction as required. **Attachment E5 - School Calendar** is included.

Extracurricular Programming

The school calendar allots time for extracurricular activities which are vital to the emotional and intellectual growth of students. NEOCA’s student activities will be robust and targeted to meet the interests and strengths of the students while building the seven core virtues (courage, justice, wisdom, prudence, friendship, responsibility, and gratitude). NEOCA’s athletic offerings may include cross country, track and field, basketball, volleyball, and taekwondo. Academic extracurricular offerings may consist of chess, chorus, Geography Bee, Junior Classical League, Spelling Bee, Student Council, drama, and more.

In planning activities and programs for students, NEOCA will consider and plan for the importance of family involvement. Parents are an integral part of the school community and their participation, input and evaluation of extracurricular activities will be valued. Below are a few ways in which the school may engage and celebrate parents:

- Classical Parent Association (CPA)
- Field Trips
- Volunteer Opportunities
- Parent Social Events

Additionally, a NEOCA Welcome Kit is provided to parents that includes information about parent volunteer opportunities as well as an introduction to the school, its curriculum and the classical education model. A sample of this Welcome Kit is enclosed along with **Attachment E5 - School Calendar**.

The school calendar will be submitted annually by a due date established yearly for approval by the Sponsor and DEW. Once the calendar is approved, changes will only be made for limited reasons with approval of the sponsor and DEW and may require a corrective action plan.

<b>Bell Schedule</b>	<b>6.3.1</b>	<b>10) Provide the school’s proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.</b>
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The bell schedule for Northeast Ohio Classical Academy is included as **Attachment E6 - Bell Schedule**. Please note that this is a preliminary bell schedule. A permanent bell schedule will include all required items including specials and common planning time for teachers and instructional leaders.

**6.3e Prevention and Intervention Policy**

A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students.

<https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students’ needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school’s <a href="#">multi-tiered educational services</a> policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
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**1. Northeast Ohio Classical Academy will provide an education model that focuses on the whole child.**

**Health.** Northeast Ohio Classical Academy (NEOCA) will address the mental and physical health of each student. The goal of physical education is to develop physically literate individuals who have the knowledge, skills, and confidence to enjoy a lifetime of healthful physical activity. The physical education program will keep students active, fit, and healthy. It will be used as a time to reinforce the school’s culture. Students will be encouraged to participate in group activities, try new sports and challenge themselves. NEOCA will also provide the resources necessary to address the student’s mental health. A culture of support from all teachers and staff is fostered. A great learning environment where lessons in cultural and civic education are taught so that the students want to attend school. NEOCA’s lessons will be supported by a campus that fosters positive relationships between students, parents, and teachers. If any adaptive physical or specialized mental health support is needed, NEOCA will offer services from third-party specialists. To provide specialized services, NEOCA will use the services of Total Education Solutions (TES).

**Safety.** NEOCA will provide a safe environment for all students. Discipline, ethics, and personal responsibility will be modeled and expected. The school will define a standard of behavior using Six Pillars of Character (responsibility, respect, courage, courtesy, honesty, and citizenship) as complements to the four classical virtues (temperance, fortitude, justice, and prudence) which align directly with Ohio's standards for social-emotional growth and well-being.

NEOCA will implement a Discipline Policy and code of conduct as outlined in the student handbook. Students are expected to model and reinforce the school's expectations at every opportunity. The school discipline policies will support the education of the students and the overall vision of NEOCA. Additional information on the Discipline Policy is listed later in this section.

**Engagement.** NEOCA will engage students by offering both curricular and extracurricular offerings, to nurture the child's humanity. The curriculum offers the best intellectual and cultural traditions of the West as they have been developed and refined over many generations. To engage the student's extracurricular interest, activities, and talents, school groups, and clubs will be offered along with athletic offerings. Parents will be engaged through PTO, field trips, volunteerism, and fundraisers.

**Personalized Learning.** Teaching methods will be modified and differentiated to meet student needs. The success of every student will depend upon his or her consistent effort and perseverance. Each student will receive the support of every staff member whose focus is on academic achievement and a commitment to educational excellence. NEOCA will automatically provide differentiated instruction in at least two main areas, math and reading and other areas based upon individual need per assessment results. Additional information on differentiated instruction is provided later in this section. Students are provided with the lesson and an academic program based upon the level of skill including gifted education warranted.

**Prepared for Success.** Classical Education upholds a standard of excellence. NEOCA's high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel not only in learning but also in character development. At NEOCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition. NEOCA will close academic learning gaps enabling students to graduate as highly literate and ethical citizens who are well-prepared to advance into high school and on to other pursuits. The goal is to develop within its students the intellectual and personal habits, virtues, and skills upon which responsible, independent, and flourishing lives are built. NEOCA prepares its students to be leaders in their homes and communities, entrepreneurs in business, and statesmen in government. Through its content-rich curriculum with a strong emphasis in civics, NEOCA provides a traditional education with a constant view towards developing exceptional American citizens.

**2. Northeast Ohio Classical Academy (NEOCA) will provide a program to meet the needs of ALL students including those who are experiencing learning, behavior, and other problems as well as English Language Learners, gifted, homeless, and lowest achieving 20%. Additionally, NEOCA will provide educational prevention/intervention strategies that are evidence-based to help all students meet and exceed standards for learning and social-emotional skill sets.**

NEOCA program design and philosophy support the goal of all students receiving research-based, high quality instruction using Ohio's Learning Standards in a positive behavior environment that incorporates ongoing universal screening and ongoing assessment aligned to the standards to inform instruction. While focus and best practices dictate the importance of a solid first line instruction program as described (Tier 1), some students may need additional and progressively more intense interventions to support academics and behavior development. Assessed and monitored for impact and fidelity, Tiers 2 and 3 are an integral part of the school's culturally responsive instructional model.

This model, Response to Intervention, is described as a multi-tier approach to the early identification and support of students with learning and behavior needs. The RTI process begins with high-quality instruction and universal screening of all children in the general education classroom (Tier 1). Struggling learners are provided with interventions at increasing levels of intensity to accelerate their rate of learning. These services may be provided by a variety of personnel, including general education teachers, special educators, and specialists. Progress is monitored to assess both the learning rate and level of performance of individual students. Educational decisions about the intensity and duration of interventions are based on individual student response to instruction. RTI is designed for use when making decision in both general education and special education, creating a well-integrated system of instruction and intervention guided by child outcome data.

The School will have a solid School Accountability Team (SAC) to apply identification, assessing, development, implementation, and monitoring and re-evaluation procedures. The SAC consists of the Headmaster, Dean of Student Learning, Intervention Specialist, classroom teachers, EL teacher as needed, and parents (as needed). The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.

The RTI Model is as follows:

**Tier 1** consists of the general academic and behavioral instruction and support that is designed and differentiated for all students in all settings. School-wide progress monitoring and screenings are used to ensure that core instruction is effective and to identify students who may need additional support in order to be successful. Within the classrooms, students will be assessed at the beginning of each school year based upon Benchmark data for each grade level in each core content area that is developed by the school. As the year progresses, student progress will be monitored, and data will be collected to identify students who are struggling. For struggling students, they will first receive assistance in Tier I through the use of universal interventions within the classroom. These interventions include evidence-based strategies, classroom/behavior management strategies, small-group instructions, flexible grouping, more instructional time, etc. Interventions are determined by classroom teachers, grade-level teams, and/or school leadership. If, after a reasonable amount of time with progress being monitored and data being collected, these interventions do not result in progress, the students can be referred to Tier 2 for a more intense study of what is causing academic or behavioral struggles.

**Tier 2** consists of more focused, targeted instruction or intervention and supplemental support in addition to and aligned with the core instruction provided through Tier 1. For instance, an additional 30 minutes per day may be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in the text. Adjustments can be made within Tier 2 to increase time on task or decrease the student/teacher ratio. The SAC will conduct the student study process and consider, implement and document the effectiveness of appropriate research-based interventions utilizing curriculum-based measures. In addition to the core team members of the SAC, specialists, such as speech

therapists, special education teachers, bilingual education teachers, reading teachers, nurses, or social workers can bring valuable perspectives and ideas to the team. A varying number of other individuals will serve on the team, depending on the types of concerns and expertise needed. NEOCA will use the services of Total Educational Solutions for additional support. In addition to reviewing information collected at the Tier 1 level, the SAC will address culture and acculturation, socioeconomic status, teaching and learning styles and instructional delivery mechanisms in order to rule out other possible causes of the student's educational difficulties. Based upon data that indicates that the student has shown over time a significant deviation from their grade-level peers and/or persistent behavioral problems, a plan can be developed that includes a more intense instruction that is provided individually or in small groups and occurs in addition to the general education curriculum. In the area of behavior, a Functional Behavior Assessment and a Behavior Intervention Plan can be developed. If interventions are warranted, NEOCA will consider the following interventions:

- Provide quality, solid, focused instruction.
- Provide instruction in smaller groups.
- Teach additional learning strategies.
- Change scope and sequence of tasks.
- Cover all of the components needed to learn a skill. Avoid the creation of splinter skills, and focus on the essential components of reading, language and math.
- Monitor student progress more frequently than at Tier 1.
- Evaluate student progress more frequently than at Tier 1 to determine whether progress is being made.
- Assess the student's response to the new interventions in order to determine whether new or different interventions should be used.
- Develop a clear, concise plan of intervention. What is going to be done differently, who is going to do it, when will it be done, where will it be done, and how long will it be done?
- Use the written intervention plan to identify measurable outcomes and create data-driven adjustments to the intervention process.
- Create a progress-monitoring schedule using a variety of data gathering methods.

Tier 2 interventions will be used in consistent time allotments at least four times per week over a period of nine weeks. At the end of the nine-week period, the SAC will reconvene for additional support and determination on whether the student should remain at Tier 2 or move to either Tier 1 or Tier 3. Because referral to Tier 3 or Special Education can be based on RTI data, NEOCA will implement the interventions exactly as defined in order to ensure consistency in the data that is collected as progress is monitored. A progress-monitoring schedule using a variety of data gathering methods will be developed and implemented by appropriate NEOCA staff.

**Tier 3** consists of the most intense (increased time, narrowed focus, very small group or individual) instruction and intervention based upon individual student need. Tier 3 supports are provided in addition to and aligned with the core (Tier 1) and supplemental (Tier 2) academic and behavioral instruction, interventions, and supports. If the student does not respond adequately to significant Tier 2 interventions, the student will be referred for a Multidisciplinary Evaluation to determine their need for Special Education services. Tier 3 students are not all eligible for Special Education. If the student does not qualify for Special Education services, the student can return to the SAC team and continue to receive Tier 2 or Tier 3 interventions.



The Tiers are not a “set” series of interventions or activities that all students move through. Rather, they are fluid and flexible. Students may move from a lower to a higher tier and back again, based on documented need. A student may be successful with Tier 1 support for behavior and mathematics, require supplemental Tier 2 instruction for reading, and need intensive Tier 3 interventions for writing. As the student progresses and the performance gap with grade level and classroom peers closes, the student may no longer need interventions beyond Tier 1. The RTI framework is designed for all students, including general education students and special education students with IEPs. “All students” includes those who struggle, those who excel and demonstrate needs beyond the core, and those who are English Learners.

**Screening Process:** The first level of data for RTI will be collected at the start of the school year using both the Ohio Department of Education and Workforce Diagnostic Assessment Materials for grades K-3 and Measures of Academic Progress. Once results have been collected, the RTL will review the data and identify those students in need of Tier II and Tier III support. An instructional and intervention plan will be created and tailored to each student’s specific needs which will include a timeline of follow up assessments to ensure student growth. The plan will be used to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal. These interventions will include instruction, be focused on targeting a specific identified weakness and be implemented consistently for at least three days a week over the course of at least six weeks. In addition, the SAC will create decision guidelines to determine when interventions are no longer necessary, need to be changed, or when a student might be identified for special education.

Under Ohio law, Tier 1 dyslexia universal screening measures will be used by NEOCA to identify each student who is at risk of dyslexia warning signs in grades K-3. Families (or a teacher with family permission) can request a dyslexia screening in grades 4-6 as well. Dyslexia screening will be administered annually using DEW approved screening tools and monitoring process. Those student in grades K-6 who transfer into the school midyear whose records indicate they were screened by another district/school will not require another screening. Screening timelines will be determined by Ohio Department of Education and Workforce and followed.

**Assessments:** Student assessment and performance data will be regularly collected and analyzed by teachers and administration to guarantee that all students are receiving the support and instruction necessary. NEOCA will rely heavily upon experienced and well-trained teachers to be constantly aware of individual needs within their classrooms. Teachers and administrators will apply the data gathered to drive the intervention strategies and progress monitoring methods, making sure that each is an efficient use of time and resources. Teachers and administration will hold team meetings to discuss the growth and progress of individual students. The curriculum allows for ease of differentiation, so teachers will be able to readily accelerate or reinforce a student’s learning.

**Progress Monitoring:** For each student who does not meet state performance levels in reading, writing, mathematics, science, as well as behavior/character skill sets, the school, in consultation with the student’s parent, will develop and implement progress monitoring to assist the student in meeting expectations for proficiency. Strategies may include, but are not limited to modified curriculum, reading instruction, after school instruction, and other extended day services including tutoring, mentoring and intensive skills development programs

It is the intention of NEOCA to use progress monitoring that more appropriately can address the identified academic and/or behavior deficiencies. NEOCA may request that low performing students attend intervention/preventions programs held before or after regular school hours or during

summer. Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics will continue evidence-based and supportive instruction or supplemental instruction until expectations are met. Progress monitoring will stay active until a student has made sufficient learning and/or behavior gains to illustrate proficiency.

**Third Grade Reading Guarantee Changes Under HB33:** Expectations related to the Third Grade Reading Guarantee at NEOCA will follow all new guidelines as outlined in HB33 which can be more fully described at the following link: <https://education.ohio.gov/Topics/Learning-in-Ohio/Literacy/Third-Grade-Reading-Guarantee> These identified changes will be incorporated within the operational practices at NEOCA, particularly as it relates to retention in grade three and intervention/prevention expectations to ensure all students become successful readers.

To determine whether each student is on track, NEOCA will administer an Ohio Department of Education and Workforce Reading Diagnostic Screening measure by September 30 for students in grades one, two and three and by November 1st for kindergarten. If a student appears to be falling behind in reading, the school will immediately, in conjunction with the parents/guardian, develop a reading improvement and monitoring plan (RIMP) and provide interventions. NEOCA will continually monitor student's progress under the RIMP. While there are a number of factors which affect a student's reading skills, there is ample empirical data that NEOCA's phonics-based reading model has a high rate of success with even the most disadvantaged students. In other schools affiliated with the Hillsdale K-12 Education Program, even students in the lowest achieving level do read at grade level by the third grade. NEOCA expects that for all students who have attended the school for at least two years, 95% will meet Ohio's Third Grade Reading Guarantee. If a student is unable to meet the Third Grade Reading cut score, NEOCA will institute an individualized daily 90-minute reading program with a specially trained reading specialist until required reading skills are mastered.

High-dosage tutoring opportunities aligned with the student's classroom instruction through either a state-approved vendor or locally approved opportunity that aligns with high-dosage tutoring best practices will be provided. Tutoring will be provided to all K-4 students with RIMPs[DTM1]. High-dosage tutoring must include additional instruction time either:

- Three days per week, or
- At least 50 hours over 36 weeks.
- Intervention services must be aligned to the science of reading.
- Districts and schools must continue to provide the RIMP until the student is reading proficiently at their current grade level.

**Lowest 20% of Students:** Low performing students will be identified through the use of assessment and diagnostic tools. NEOCA will develop a program to provide the lowest 20% of struggling students with additional literacy instruction, through small group setting and differentiated instruction, as well as pull out instruction. An additional 30 minutes per day will be devoted to reading in a small group (3-6 students), with a focus on building accurate and automatic recognition of words in text. This 30-minute block will be implemented daily for remediation and enrichment in reading, but also in math, if necessary. Within 30 minutes, there is additional literacy instruction and progress monitor occurs on a weekly basis. Teachers may need to

alter the text or use books at the student's reading level to increase comprehension. Re-teaching and re-reading may be used. The interventions are based upon individual student needs.

Homework and classwork help will be offered during specific study hall hours throughout the week to assist students in need of extra practice. Teachers will make themselves available during a time that is outside of the instructional block. This additional contact with the student can help provide structured practice and further feedback. When learning gains are not progressing at an appropriate rate, NEOCA will provide for tutoring. These sessions are programmed within the operating budget and will be applied to those students requiring extra intervention to bring them up to grade level expectations.

Additionally, students will receive differentiated instruction and grouped by ability and/or led through a reading practice regimen designed to meet each student at his or her ability level. In all cases where differentiated instruction is offered to students performing below grade level, the intent of the differentiated instruction will be to bring student performance up to grade level standards. Highly effective teachers will intentionally use all of these strategies to engage students including those performing below grade level in maximizing their benefit from the curriculum.

**Homeless Students:** NEOCA will adopt policies governing student homelessness in an effort to afford equal opportunity education and prevent discriminatory practices. As defined in the school's policies, homeless students will be provided a free and appropriate public education at NEOCA in the same manner as all other students. When and if necessary, NEOCA's SAC will take the necessary measures to assure the equal opportunity treatment and education of homeless students. No homeless student will be denied enrollment based on a lack of proof of residency. Meetings with the school psychologist and mental health consulting services will be arranged, if and when necessary.

NEOCA will conduct outreach efforts that include placing information sheets on equal opportunity enrollment and recruitment guidelines throughout neighborhood locations, which may include schools, shelters, hotels, churches, emergency shelters, community organizations, medical facilities, food banks, Laundromats, and social service agencies. NEOCA will post its welcoming policies on the website and throughout its literature including the Parent/Family Handbook. Additionally, students' and parents' rights information will be posted in public areas. NEOCA will make determinations based upon the definition of homeless according to federal guidelines and the Ohio Department of Education and Workforce policies. The goal is to ensure that homeless students are offered enrollment and equal opportunity for success and a productive future.

**Gifted:** NEOCA will utilize assessments and evidence-based strategies to support students who "perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment." Resources to support gifted students will mirror those outlined at the following Ohio Department of Education and Workforce link:

<https://education.ohio.gov/Topics/Other-Resources/Gifted-Education>

The Core Knowledge Sequence allows for a significant amount of latitude with regard to particular topics and works of literature. Students who are capable of work above their grade level may be given the option to read additional works of literature, read adapted works in an original or longer form, or study history and science content in a more comprehensive form (e.g., by reading upper-level texts or receiving instruction from upper-level

teachers). When necessary, additional methods, such as small group learning, will be used to push these students' already accelerated learning. Furthermore, with the use of study halls as additional time used for enrichment.

**English Learners (EL)** will receive instruction as related to the 10 ELP standards and 5 stages of language acquisition (pre-functional, beginner, high Beginner, Intermediate, Advanced) and the content/classroom teachers work to modify instruction and assessment by identifying the essential learning of each lesson and unit to determine how the EL student can show understanding. The model of EL that is provided by our providers is In-class/Inclusion Instruction, as recommended by the DEW. In this approach, EL students are together with their Native-English speaking peers in the same classroom, but an ESL or bilingual education specialist is available in the classroom to support the EL students. The program will implement best practices that help students become English Learners (ELs). The school will provide the formal and informal English Language proficiencies that assess skills (listening, speaking, reading, and writing) of ELs throughout the school year. NEOCA contracted services will provide assessments of the strengths and weaknesses of each student to the school personnel for Individual Education Plan planning and will collaborate with the school teachers and the Intervention Specialist to better serve the needs of the student. The school offers highly qualified teachers and other personnel as needed.

For example, the ESL or bilingual education specialist may provide guidance to the EL students as they are working on a group project or individual assignment. The instructor will provide Inclusion Instruction that focuses on English language functions and forms that ELs need to develop in order to access standards and to be successful in school. Instructors will work with ELs within their EPL to work towards mastery of the PLDs and PTs within their levels while receiving content instruction in the classroom with their peers, often through use of the vignettes to encourage successful participation in content-based instruction while working towards content-based goals. The preferred model for our outsourced providers to operate under is the "Sheltered Instruction Observation Protocol (SIOP), Model."

**6.4a Goals and Performance Indicators**

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an school improvement plan by September 30<sup>th</sup>.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

**6.5 Assessment Plan**

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

<p>Nationally Normed Assessment</p>	<p>6.5</p>	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, <a href="#">DEW approved standardized testing tool</a>. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30<sup>th</sup> of each year.</p>
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**Selected Nationally Normed Assessment and Rationale:** Northeast Ohio Classical Academy (NEOCA) will administer the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) twice per year. NWEA is a trusted resource for measuring individual student achievement, calculating student growth, projecting proficiency on high-stakes assessments, and comparing a student’s growth to that of students across the country. The MAPs are state-aligned computer adaptive tests that accurately reflect the instructional level of each student and measure growth over time. MAP Growth reveals how much growth has occurred between testing events and when compared to norms and shows projected proficiency. Using the reports provided by NWEA, NEOCA can track growth through the school year and over multiple years; and will be able to compare students’ performance against norms to evaluate programs and improve instruction. MAP assessments provide a sensitive metric for measuring and comparing growth among students from differing schools, districts, and states. MAP also offers outcome measures that are important for the development of new educational programs for improving student learning. Ohio also has identified the NWEA/MAP Assessment on the list of approved vendors for the Third Grade Reading Guarantee. In addition, teachers can easily identify where instruction needs to take place, for whom, and to what degree. The MAP will be given to students two times per year. Each test session will be followed by score reading and reporting for each subject area and identified by the teacher. **Attachment E5 - School Calendar** has these dates noted.

**Relationship to Student Growth Measures:** The school will use the following types of Student Growth Measures: Value-Added (as calculated by the State), an approved vendor assessment (NWEA-MAP), and Locally Determined Measures. These growth measures will be used as a part of the overall teacher and principal evaluation processes.

**Nationally normed assessment data and a comprehensive written analysis will be submitted, as required, to the school sponsor by June 30<sup>th</sup> of each year.**

Ohio's State Assessments	6.5	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and <a href="#">Ohio Improvement Process (OIP)</a> goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
<p><b>Administration of State Assessments:</b> All required state assessments will be included in the school's assessment blueprint and calendar. In the elementary, these will include the Kindergarten Readiness Assessment, all content and grade level Ohio State Tests, and OELPA. Middle and high school, as added, will include End of Course Exams, ACT/SAT, Ohio State Tests, OELPA, and Industry Credentialing as appropriate.</p> <p>NEOCA will administer the ELAT annually to measure students' academic proficiency on state-mandated academic standards for grades 3-9. The ELAT and End Of Course Exams will allow the school to compare results with local districts, as well as schools across Ohio.</p> <p><b><u>Sharing Data and Connections to ONE PLAN</u></b></p> <p>NEOCA will annually analyze and report assessment data and academic success to the Board of Directors, staff, and parents. NEOCA will share the school's annual state assessment results with parents and guardians through email, links on the school website, and in a letter sent home with students. Results of all state testing will be compiled and used to evaluate the ONE PLAN. Assessment windows are included on the school calendar and placed on the website. Successes in improvement will be saved to be replicated, and critical needs will be further evaluated to assess the curriculum, instructional strategies, teacher performance, and other resources.</p> <p>The School Accountability Committee (SAC) consisting of the Headmaster, Dean of Students, the Intervention Specialist, and Teacher-Based Teams, will provide a detailed report of student achievement data and ONE PLAN progress to additional key stakeholders in scheduled meetings throughout the year as data is received. The Headmaster and Vice Headmaster will facilitate discussions of state results as it relates to the improvement planning and will discuss changes that need to occur individually with teachers during their planning meetings. Teacher professional development will be adjusted and updated to reflect the needs of the school as dictated by state testing results.</p>		

Formative Assessments	6.5	<b>3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.</b>
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Process for Developing Formative Assessments: Formative assessments will be developed in all core and non-core content areas, including those that measure Social Emotional Learning. Formative assessment is an ongoing process used by teachers and students for teaching and learning to improve student understanding of planned disciplinary learning outcomes and help students to become self-directed learners. Formative assessments may be designed by the teacher, the TBT, or part of the prepared curriculum resources. Formative Assessments will be used to monitor and analyze student progress through such practices as the following:

- Teacher-developed pre- and post-assessments
- Teacher-developed rubrics
- Strategic questioning strategies
- Think/Pair/Share
- Admit/Exit Tickets
- One-Minute Papers
- Engineering effective classroom discussions, tasks and activities that elicit evidence of learning
- Singapore Math assessments that will be used as placement tests and to demonstrate mastery of the material taught at each level. If a student masters 80% or more of the content, they can move up a level. If not, they can begin instruction at that level, or repeat it. The placement tests can also be used as an exit test for each respective level.

Formative Assessment Impact: These measures will enable the analysis and improvement process to occur through evaluating data and making instructional decisions about students, teachers, instructional content, curriculum, resources, instructional strategies, and pacing. The School Accountability Committee will review teacher-created assessments to determine which students need increased amounts of academic and or social emotional interventions. In response to the data, leaders and teachers will adjust student schedules for tutoring and/or one-one or small group instruction.

Formative assessments will be the basis for adjusting the education program by the Response to Intervention (RTI) and teacher-based teams (TBTs) for each student to improve academic and behavior. Assessments will be used by the RTI Leadership Team (RTL). An instructional and intervention plan will be created and tailored to each student’s specific needs which will include a timeline of follow up formative assessments to ensure student growth. The plan will be used to teach a new skill, build fluency in a skill, or encourage the child to apply an already existing skill to a new situation or setting. The interventions will be designed to improve performance relative to a specific, measurable goal.



Through teacher-based teams (TBTs), data is shared across grade levels. As a part of the Ohio 5-Step Process, formative assessment is analyzed by TBTs, which meet every week to discuss data and share ideas. The TBTs process is evaluated each month by administrators during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes.

That data is the basis of professional development. The TBTs process is then reviewed by the Headmaster and Dean of Students in efforts to ensure where additional training is needed. The process for developing formative assessments is a part of the professional development plan offered to teachers. Formative Assessments is one of the topics scheduled for professional development for NEOCA staff.

NEOCA will share data across the school and with parents/guardians via email, the website, and information sent home to parents. NEOCA may use an online grading platform such as Infinite Campus. Data will be shared with teachers at planning meetings and during professional development that will include intra and inter-grade meetings to allow teachers to vertically plan (further ensuring that skills are taught and reinforced from grade to grade) and collaborate to meet the needs of specific students. If data is unacceptable across classes, grade levels, or within the entire school, the instruction method, curriculum alignment, rigor, and use of resources are monitored and discussed by the members of the teams accordingly. Weekly and bi-weekly check-ins for improvement occur and are reviewed within meetings. The data will inform the need for any spiraling within the unit or pacing guides, re-teaching within the unit or pacing guides, or the elimination or addition of content by classroom/content/grade level or school in the curriculum.

Data will be shared with the Hillsdale K-12 Education Office. NEOCA will benefit from a strong, ongoing working relationship with Hillsdale. The Hillsdale K-12 Education Office will instruct and guide administrators and teachers, provide curriculum, and offer coaching and support. Along with the Hillsdale K-12 Education Office, and select Hillsdale College professors. Additionally, as mentioned above NEOCA will obtain customized training in Singapore Math and Literacy Essentials. These sessions and workshops will be conducted during the summer months, and Hillsdale personnel will offer assistance during the school year.

<p><b>Non-Academic Measures</b></p>	<p><b>6.5</b></p>	<p><b>4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.</b></p>
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Northeast Ohio Classical Academy (NEOCA) will administer a parent, teacher, and student survey annually, to evaluate satisfaction and support. Any indicating metric approval rates of less than 80% will be brought to the Board's attention. Monitoring student opinions about academic progress, environment, teachers, support structure, and education program provide the data needed to provide an optimal model. Information from surveys assists leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. The school goal is to provide an environment that supports teaching continuously. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey. At or near the end of the school year, parents will be asked to complete a comprehensive

satisfaction survey designed to assist the school in assessing areas where improvement may be necessary. Parents can also provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings.

Additionally, the school will measure and evaluate other non-academic statistics including year-to-year student enrollment figures and student daily attendance averages.

<b>Diverse Measures of Student Performance</b>	<b>6.5</b>	<b>5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.</b>
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Student performance at Northeast Ohio Classical Academy (NEOCA) will be measured through diverse methods beyond standardized assessments. Students will be measured by teacher-created projects based on the history and citizenship standards using a school-wide adopted rubric. Students will conduct activities and presentations which will guide teachers in evaluating performance. Upper grade students will research, write and orally defend a thesis paper, which will be evaluated by a panel of at least three expert evaluators. Select students will design, conduct, and report on an independent science experiment, and present their findings to a panel of at least three expert evaluators. By the end of the first year, students will be asked to adequately draw and label a picture (kindergarten) and/or define in writing (grades 1 – 9) the character pillars of Responsibility, Respect, Courage, Courtesy, Honesty, and Citizenship, and will be asked to describe in writing and/or orally, instances when those pillars have been demonstrated by their classmates. Students will maintain portfolios of their writing assignments throughout their NEOCA education and be measured from beginning to the end of each year on performance including improvement and achievement.

**8.1 Organization and Staffing**

**Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.**

<b>Organizational Chart</b>	<b>8.1</b>	<b>1) Provide the school’s organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).</b>
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**See Attachment E7 – Organizational Chart.**

Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) Structured Literacy Specialist, f) other. <i>Please only include job titles.</i>
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Northeast Ohio Classical Academy (NEOCA) hired its Headmaster in September 2023, almost a full year prior to the school’s scheduled 2024-2025 opening year. Because the NEOCA Founding Team is applying a year early, the Headmaster and staff have not yet been hired; and therefore, the Team has included job descriptions for leadership and staff to support the Organizational Chart and to provide the charter application review team an adequate understanding of the various roles that will be employed at the school.

Job Descriptions are included as **Attachment E7 – Job Descriptions.**

**Key Start Up Roles**

NEOCA’s Founding Team has been working with their consultant, Adkins and Company, LLC to secure experienced and well-respected service providers to support the school and its leadership and staff once they are hired. As indicated throughout this Application, the NEOCA Founding Team/Board will not hire a full-service management company, but rather, will contact directly with proven service providers with experience in supporting Ohio charter schools and maintaining compliance with rules and regulations. As detailed in this Application; the below roles will be held by contractors and consultants as follows:

- Marcum, LLP – Fiscal Officer and Payroll Services;
- Adkins & Company – Governance, Business Management, HR, CCIP, and Compliance Services;
- Total Education Solutions – Special Education Oversight and Student Services;
- Structured Literacy Specialist – Provided either through in-house certification or contracted services

<p><b>Recruitment and Retention Plan</b></p>	<p><b>8.1</b></p>	<p><b>3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at DEW’s website at:</b>  <a href="https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-ED-HEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx">https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-ED-HEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx</a>.</p>
<p>NEOCA will adhere to Ohio's November 2018 transition to “properly certified or licensed” requirements as required in the Every Student Succeeds Act (ESSA) and Ohio Revised Code 3319.074. A “properly certified or licensed teacher” has successfully completed all requirements for certification or licensure in the core academic subject of the teaching assignment and currently holds that corresponding license. For teachers to be properly certified or licensed, according to ORC 3319.074(2), their teaching assignments must align with their license parameters in all the following ways:</p> <ul style="list-style-type: none"> <li>• Subject areas in which they provide instruction, including core academic subjects; and</li> <li>• Grade levels in which they provide instruction; and</li> <li>• With the student population to whom the teacher provides instruction, such as gifted, regular education or special education.</li> </ul> <p>NEOCA will use the following ODE resources to ensure proper certification and licensure of each teacher:</p> <ul style="list-style-type: none"> <li>• Certification and Licensure Dictionary</li> <li>• EMIS Manual: Subject Codes</li> <li>• EMIS Manual: Student Population</li> </ul> <p>Northeast Ohio Classical Academy (NEOCA) will recruit teachers from across the country to implement the classical education model. To meet the goals identified in Ohio’s 2015 Plan to Ensure Equitable Access to Excellent Educators, the school will employ teachers at ratios that meet or exceed the requirements set by the Ohio Department of Education. NEOCA will ensure that its low income and minority students have equitable access to excellent educators, by implementing measures that align with Ohio’s identified four main strategies:</p> <ol style="list-style-type: none"> <li>1. Strengthen educator preparation;</li> <li>2. Target hiring and deployment barriers;</li> <li>3. Improve teaching and learning conditions; and</li> <li>4. Provide data to encourage strategic staffing and educator development.</li> </ol>		

To prevent “ineffective teachers,” The Headmaster will design and deliver high-quality professional development activities to instructional staff focused around instructional methods, data-driven decisions based upon formative and summative assessments, and the SAC team. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the school and the students.

The school will provide early hiring timelines to help assure effective and qualified teachers are hired.

Recruitment: The school is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that believe in classical education and the school mission, vision and goals. The school will engage in the search for experienced and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from teachers at other classical education schools. NEOCA teachers must be certified as required by law. Combinations of new classically-trained teachers with very experienced teachers will create a diverse and exciting team. For those teachers hired directly from college, the ideal candidate would possess a strong academic record, experience in leadership, and who matriculated from a classical school or a school with a strong liberal arts education. The ideal candidate would be an instructor who can think outside of the box. As a classical school, a teaching staff that includes some classical background training or experience will be necessary to succeed. All teachers are expected to hold an expert command of their subjects, classrooms, and teaching methods. This process is no small task. NEOCA’s partnership with Hillsdale K-12 Education will also assist NEOCA in recruitment efforts. Summer teacher training, provided by NEOCA, will provide support to the teachers while offering a comfortable and friendly environment for staff to compare notes and cultivate a sense of community and purpose. All faculty and staff must also be models of the virtuous citizen that NEOCA is expecting the children to emulate.

The Board, in consultation with its Headmaster and the Hillsdale K-12 Education Office will consider whether to implement a bonus/merit pay system. All available job postings are listed through the ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The school seeks to recruit qualified candidates that help reflect the demographic profile of the students and places job postings in target community areas with diverse populations.

In the process of hiring, qualified candidates are screened by a building level team that typically includes the Headmaster, Vice Headmaster, and a similar content area instructor, if possible/applicable. Candidates are interviewed and evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing, which may be contacted for further input either before or after the first formal interview. Before offering a position to a candidate, likely hires are asked to tour the building and shadow for at least one academic session. This real-time interaction better ensures that the candidate is a good fit for the position as the candidate can examine how the school operates while the leadership team can observe how the candidate interacts with students and other staff.

All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. Additionally, all teaching hires must have a valid Ohio teaching license and all employees must possess a clean FBI, BCI background checks completed before taking the job.

**Retention:** To retain high-quality personnel, the school is committed to utilizing professional development programs that are appropriate for NEOCA’s model of teaching. As most professional development programs are designed for the traditional setting, the school will often adapt ideas from existing models to emphasize the core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for students, and mentoring.

Further, The Headmaster, Vice Headmaster, and the LPDC building chairperson meet regularly with all teachers whose licenses fall under the Residency Program for new educators. Additional support and information for any teachers under these residency license requirements is available through the compliance consultant employed by the charter management organization. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program. PD topics provided during the summer conference address the importance of providing incentives, feedback and growth opportunities for all staff. Such topics include “A Tour of Box for New Teachers,” (Providing Quality Resources to Teachers), “Continuing Education for Teachers: Masters of Arts in Classical Ed,” (Providing Opportunities for Teacher Growth), “Procedures and Routines: Creating the Instructional Environment You Want,” (Building Teacher Efficacy and Confidence.” These and other topics can be seen in **Attachment E4 - Hillsdale Sessions and Speakers**.

All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. All staff are given the opportunity to earn additional paid time off (PTO) by volunteering time for covering events and activities that fall outside the bounds of the normal workday. PTO is issued at the discretion of the Headmaster. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership avails themselves to staff to discuss any suggestions or concerns that could help improve the school and its students.

<b>Student/Teacher Ratios</b>	<b>8.1</b>	<b>4) State the student/teacher ratios for the school. Ratios can be no more than 29 students to 1 teacher (29:1).</b>
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The Northeast Ohio Classical Academy student/teacher ratio will be no higher than 25 to 1.

<b>Staffing Plan for Projected Enrollment</b>	<b>8.1</b>	<b>5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.</b>
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Position	Assumptions	Start-Up	Year 1	Year 2	Year 3	Year 4	Year 5
Headmaster		1	1	1	1	1	1

2024-2025 St. Aloysius Sponsorship Education Plan - Charter Attachment

Vice Headmaster					1	1	1
Dean of Instruction	P/T until Y3		.5	.5	1	1	1
Business Manager	Contract until Y2	Contract	Contract	1	1	1	1
Office Manager		1	1	1	1	1	1
Enrollment Coordinator		1	1	1	1	1	1
Teachers			11.5	13.5	16	18	20
Special Teachers			3	3	4	6	6
Teacher Assistants			4	5	6	7	8
Food Prep	Contract until Y3		Contract	Contract	1	1	1
Special Ed Director	Add Y3		Contract	Contract	1	1	1
Receptionist	Add Y3				1	1	1
Facility Manager	Add Y3				1	1	1
Total Employees		3	21	28	36	41	44
Total Students			300	350	400	450	500



## 2024/25 ACADEMIC CALENDAR (Revised February 15, 2024)

Instructional hours per day (does not include lunch or recess): 6 hours

Total School Days = 165 (total hours = 990)

### STAFF PROFESSIONAL DEVELOPMENT (subject to change)

#### August:

- Week 1 8/14 through 8/16
- Week 2 8/19 through 8/29
- Week 3 8/26 through 8/27

### FIRST QUARTER

#### September:

- Week 1: 9/3 through 9/6 – First Day of School for students, Beginning of First Quarter
- Week 2: 9/9 through 9/13
- Week 3: 9/16 through 9/20
- Week 4: 9/23 through 9/27

#### October:

- Week 5: 9/30 through 10/4
- Week 6: 10/7 through 10/9. *10/10 = Parent/Teachers conferences; 10/11 = Columbus Day*
- Week 7: 10/14 through 10/18
- Week 8: 10/21 through 10/25
- Week 9: 10/28 through 11/1. 11/1 = end of first quarter

### SECOND QUARTER

#### November:

- Week 1: 11/4 through 11/8. First Quarter report cards = 11/4
- Week 2: 11/12 through 11/15. *11/11 = Veteran's Day (no school)*
- Week 3: 11/18 through 11/22
- Week 4: 11/25 through 11/26. *11/27 through 11/29 = Thanksgiving Break*

#### December:

- Week 5: 12/2 through 12/6



- Week 6: 12/9 through 12/13
- Week 7: 12/16 through **12/20 12/21 through 01/05 = Christmas Break**

### THIRD QUARTER

#### January:

- Week 1: 1/6 through 1/10
- Week 2: 1/13 through 1/17. 1/17 = end of second quarter.
- Week 3: 1/21 through 1/24. 1/20 = **MLK Day 1/21 (no school)** = 2<sup>nd</sup> qtr. report cards
- Week 4: 1/27 through 1/31

#### February:

- Week 5: 2/3 through 2/7
- Week 6: 2/10 through 2/14
- Week 7: 2/18 through 2/21. **2/17 = President's Day (no school)**
- Week 8: 2/24 through 2/28

#### March:

- Week 9: 3/3 through 3/6. **3/7 = Parent/teacher conferences**
- Week 10: 3/10 through 3/14

### FOURTH QUARTER

- Week 1: 3/17 through 3/21. Third quarter ends 3/20. Report cards 3/21.
- Week 2: 3/24 through 3/28

#### April:

- Week 3: 3/31 through 4/4
- Week 4: 4/7 through 4/11
- Week 5: 4/14 through 4/18
- Week 6: **Spring Break = 4/19 through 4/27**
- Week 7: 4/28 through 5/2

#### May:

- Week 8: 5/5 through 5/9
- Week 9: 5/12 through 5/16
- Week 10: 5/19 through 5/23
- Week 11: 5/27 through 5/30. **5/26 = Memorial Day (no school)**. Last day of school = 5/30.

#### June:

- 6/3 = Final Report Cards.

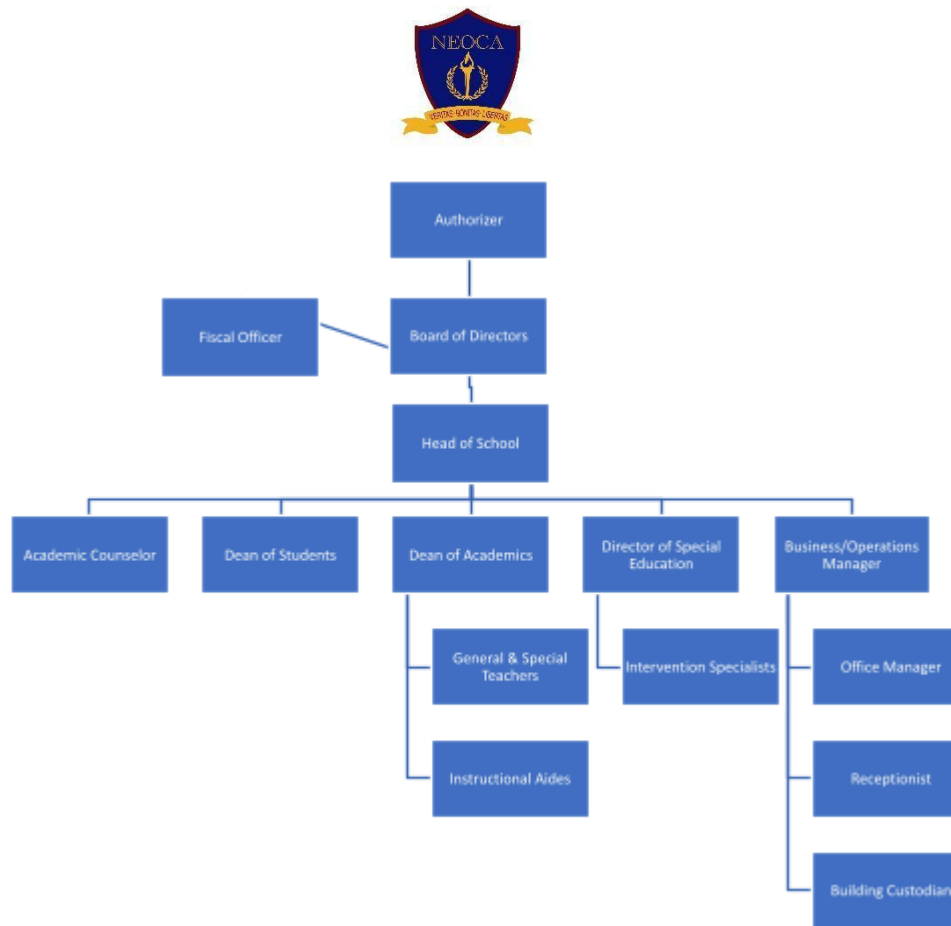
Attachment E6-Bell Schedule

TIMES	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	TIMES	Grade 7a	Grade 7b	Grade 8a	Grade 8b
8:00 - 8:10	Arrival							8:00 - 8:10	Homeroom			
8:10 - 8:20	Literacy: Vocabulary Spelling Handwriting	Literacy: Vocabulary Spelling Handwriting	Literacy: Vocabulary Spelling Handwriting	Literacy: Vocabulary Spelling	Literacy: Vocabulary Spelling	Special	Special	1st Period 8:10 - 9:00	Math	History	Science	Literature
8:20 - 8:30												
8:30 - 8:40												
8:40 - 8:50												
8:50 - 9:00	Recess	Math: Number Talk	Math Facts	ELA: Well- Ordered Language	ELA: Well- Ordered Language	Literacy: Vocabulary Spelling	Literacy: Vocabulary Spelling	2nd Period 9:05 - 9:55	Latin	Math	Music/Art	History
9:00 - 9:10												
9:10 - 9:20	Math: Number Talk	Literacy (E.g. Handwriting)	Special	Special	History & Geography	Science	History & Geography	3rd Period 10:00 - 10:50	Science	Latin	Literature	Music/Art
9:20 - 9:30												
9:30 - 9:40	Special	Special	Recess	Recess	Recess	Recess	Recess	4th Period 10:55 - 11:45	History	Music/Art	Latin	Science
9:40 - 9:50												
9:50 - 10:00	Math	Math	Math Block					5th Period 12:20 - 1:10	Music/Art	Literature	Math	Latin
10:00 - 10:10												
10:10 - 10:20												
10:20 - 10:30												
10:30 - 10:40	Science	Science	Science	Special	Special	History & Geography	Science	Lunch 11:45 - 12:20	Lunch	Lunch	Lunch	Lunch
10:40 - 10:50												
10:50 - 11:00	Lunch	Math Facts	Lunch	Reading Practice	Math Facts	Special	Special	6th Period 1:15 - 2:05	Literature	Science	History	Math
11:00 - 11:10												
11:10 - 11:20	Lunch	Literacy (E.g. Phonogram Review)	Recess	Lunch	Special	Special	Lunch	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
11:20 - 11:30												
11:30 - 11:40	Math Facts	Recess	Number Talk	Science	Lunch	Lunch	Math Facts	6th Period 1:15 - 2:05	Literature	Science	History	Math
11:40 - 11:50												
11:50 - 12:00	Literacy (E.g. Handwriting)	ELA: Literature	Literacy (E.g. Handwriting)	ELA: Literature	ELA: Literature	ELA: Well Ordered Language	Math Modeling	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
12:00 - 12:10												
12:10 - 12:20	Special	History and Geography	ELA: Literature	Math Modeling	Math Modeling	Math Modeling	Special	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
12:20 - 12:30												
12:30 - 12:40	ELA: Literature	Special	Special	Math Facts	ELA: Literature	ELA: Well Ordered Language	Math Modeling	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
12:40 - 12:50												
12:50 - 1:00	Literacy (E.g. Reading Practice)	Literacy (E.g. Reading Practice)	Literacy (E.g. Reading Practice)	History & Geography	Science	ELA: Literature	ELA: Literature	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
1:00 - 1:10												
1:10 - 1:20	Special	History and Geography	ELA: Literature	Math Modeling	Math Modeling	Math Modeling	Special	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
1:20 - 1:30												
1:30 - 1:40	Recess	Recess	History and Geography	History & Geography	Science	ELA: Literature	ELA: Literature	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
1:40 - 1:50												
1:50 - 2:00	Literacy (E.g. Reading Practice)	Literacy (E.g. Reading Practice)	Literacy (E.g. Reading Practice)	History & Geography	Science	ELA: Literature	ELA: Literature	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
2:00 - 2:10												
2:10 - 2:20	Special	Special	Special	Math Facts	ELA: Literature	ELA: Well Ordered Language	Math Modeling	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
2:20 - 2:30												
2:30 - 2:40	Recess	Recess	History and Geography	History & Geography	Science	ELA: Literature	ELA: Literature	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
2:40 - 2:50												
2:50 - 3:00	Special	Special	Special	Math Facts	ELA: Literature	ELA: Well Ordered Language	Math Modeling	7th Period 2:10 - 3:00	Study Hall/Tutoring/Electives (Chior, Band, etc.)			
2:50 - 3:00												

Excluding opening ceremony, home room, and lunch period, students will have six and 1/2 hours of daily classroom instruction and 180 days of class (annually 1,170 hours of classroom instruction).

Attachment E6-Bell Schedule

TIMES	Music Teacher 1	Music Teacher 2	Art Teacher 1	Art Teacher 2	PE Teacher	MFL Teacher	Latin Teacher
8:00 - 8:10	Arrival						
8:10 - 8:20	Prep	A Day → 6A B Day → 6B	Prep	A Day → 6B B Day → 6A	A Day → 5A B Day → 5B	A Day → 5B B Day → 5A	Upper School Latin
8:20 - 8:30							
8:30 - 8:40							
8:40 - 8:50							
8:50 - 9:00	Prep	Prep	Prep	Prep	Prep		
9:00 - 9:10	A Day → 8A B Day → Prep	A Day → 3A B Day → 3B	A Day → Prep B Day → 8A	A Day → 3B B Day → 3A	A Day → 2A B Day → 2B	A Day → 2B B Day → 2A	
9:10 - 9:20							
9:20 - 9:30							
9:30 - 9:40							
9:40 - 9:50	A Day → Prep B Day → 8B	A Day → 1A B Day → 1B	A Day → 8B B Day → Prep	A Day → 1B B Day → 1A	A Day → KA B Day → KB	A Day → KB B Day → KA	
9:50 - 10:00							
10:00 - 10:10							
10:10 - 10:20							
10:20 - 10:30	Prep	Prep	Prep	Prep	Prep		
10:30 - 10:40	A Day → 4A B Day → 4B	A Day → Prep B Day → 7B	A Day → 4B B Day → 4A	A Day → 7B B Day → Prep	A Day → 3A B Day → 3B	A Day → 3B B Day → 3A	
10:40 - 10:50							
10:50 - 11:00							
11:00 - 11:10							
11:10 - 11:20	Prep	Prep	Prep	Prep	Prep		
11:20 - 11:30	A Day → 5A B Day → 5B	A Day → 7A B Day → Prep	A Day → 5B B Day → 5A	A Day → Prep B Day → 7A	A Day → 4A B Day → 4B	A Day → 4B B Day → 4A	
11:30 - 11:40							
11:40 - 11:50							
11:50 - 12:00							
12:00 - 12:10	Prep	Prep	Prep	Prep	Prep		
12:10 - 12:20	A Day → 2A B Day → 2B	A Day → 7A B Day → Prep	A Day → 2B B Day → 2A	A Day → Prep B Day → 7A	A Day → 1A B Day → 1B	A Day → 1B B Day → 1A	
12:20 - 12:30							
12:30 - 12:40							
12:40 - 12:50							
12:50 - 1:00	Prep	Prep	Prep	Prep	Prep		
1:00 - 1:10	A Day → KA B Day → Prep	A Day → Prep B Day → KB	A Day → Prep B Day → KA	A Day → KB B Day → Prep	A Day → 6A B Day → 6B	Prep	A Day → 6B B Day → 6A
1:10 - 1:20							
1:20 - 1:30							
1:30 - 1:40							
1:40 - 1:50	Prep	Prep	Prep	Prep	Prep		
1:50 - 2:00	Choir	Band	Art Elective	Art Elective/Study Hall	Elective/Study Hall	Elective/Study Hall	
2:00 - 2:10							
2:10 - 2:20							
2:20 - 2:30							
2:30 - 2:40							
2:40 - 2:50							
2:50 - 3:00							



**Key Contracts/Partners:**

- Adkins & Company - Governance, Operations Compliance, HR and Support Services
- Total Education Solutions - Special Education Oversight and Student Services
- Marcum – Fiscal Services & Payroll
- Contracted - Technology, EMIS, CCIP, Food Service, Security Services, Literacy Specialist

## Performance Framework

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

### TRADITIONAL K-12 COMMUNITY SCHOOLS

#### Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target			Far Below Target	
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card	5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars

\*Schools will receive 0.5 points based on a 1 Star rating if the schools’ overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement  *Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
Progress  *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
Gap Closing  *Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
Early Literacy  *Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
Performance Area	Description	Scoring Scale				
		Above Target	Target	Below Target	Far Below Target	

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military <b>* Not rated until 2024-2025</b>	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

<p><b>Total Points Available (100%):</b>          *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.</p>		3
		<p>2022-2023          33          *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond          37          *Based on local report cards starting with 2023-2024</p>
<p><b>Target Points (at least a 75%):</b>          *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.</p>		<p>2021-2022          18          *Based on 2021-2022 local report card</p>
		<p>2022-2023          24.75          *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond          27.75          *Based on local report cards starting with 2023-2024</p>



**DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS**

**Academic Performance**

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		<b>4 Points</b>	<b>3 Points</b>	<b>0 Points</b>
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card *Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

**Organizational/Operational Performance**

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
<b>Additional Factors</b>	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
<b>Total Points Available</b> (100%) *Note: Weighting is not considered in the total points available.				10
<b>Target Points</b> (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

### Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
<b>Additional Factors</b>	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
<b>Total Points Available (100%):</b> *Note: Weighting is not considered in the total available points				12
<b>Target Points (75%)</b>				9



## **Intervention Attachment 6.4**

### **Kindergarten – 12<sup>th</sup> Grade**

(A school that does not offer a grade higher than twelve excluding Dropout Prevention & Recovery Schools)



#### ➤ **Evaluation of Local Report Card Components - Beginning with the 2022-2023 Local Report Card**

- The school should aim to receive a rating of 3 Stars or better in all applicable Ohio Local REPORT CARD **components** on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports.
- A school shall be placed in Level 1 status if it does not receive a rating of 3 Stars or better in all applicable Local Report Card components. The school shall remain in Level 1 status unless it receives a rating of 3 or more Stars in all applicable Local Report Card components, at which point interventions will no longer be required, or it meets the At Risk for Closure Criteria identified below.
- At Risk for Closure Criteria:
  - Any school offering only grades K-3 or lower that receives a performance rating of 1 Star in the early literacy component of the Local Report Card OR receives an overall performance rating of 1 Star or 1.5 Stars;
  - Any school offering any combination of grades K-4 to K-8 and does not offer a grade level higher than ninth grade that receives a performance rating of 1 Star in both achievement and progress on the Local Report Card OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress; or
  - Any school offering any grade levels between 10-12 and is not a Drop-Out Prevention and Recovery School that receives a performance rating of 1 Star in achievement and has not met annual measurable objectives for gap closing OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress.
- When a school meets the At Risk for Closure Criteria it shall be placed in Level 2 status. A school shall progress one level of intervention for each consecutive year that it meets the At Risk for Closure Criteria. A school shall return to Level 1 status when it does not meet the

At Risk for Closure Criteria and a school shall be removed from interventions when it receives a rating of 3 or more Stars in all applicable Local Report Card components.

<b>Level 1</b>	
<b>The Sponsor Will:</b>	<b>The School Will:</b>
A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.	A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
B. Require the School to review or revise and submit a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.	B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in the school Improvement plan action steps.	D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> <li>a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative</li> <li>b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit</li> </ul>

	<p>c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.</p>
<p>E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.</p>	<p>E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p>
	<p>F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

<b>Level 2 Actions</b>	
<b>In addition to Level 1 supports, the Sponsor Will:</b>	<b>The School Will:</b>
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials to Sponsor for review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the school improvement plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
	E. Work with sponsor’s school improvement team to continuously monitor progress toward academic goals listed in the school improvement plan.
	F. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from an educational organization that will meet the needs of the school to provide coaching or mentorship. The school will provide evidence of such.
	G. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.



<b>Level 3 Actions</b>	
<b>In addition to Level 1 and Level 2 Supports, the Sponsor Will:</b>	<b>The School Will:</b>
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions and Level 2 Actions.
B. Conduct a mini audit of the school’s instructional program, resources and tools and distribute the findings to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to the Governing Authority with suggestions for modification, deletions, or expansions based on the data.
	C. Based on a school review/audit from external source, implement recommendations as they relate to academic performance to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.

<b>Level 4 Actions (Risk of Academic Probation)</b>	
<b>If the School is not required to close by the Ohio Revised Code, the Sponsor may:</b>	<b>The School Will (If placed on academic probation):</b>
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation <sup>2</sup> status is lifted.
C. May place the school in Academic Probation <sup>2</sup> status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.
<p><i>Academic Probation status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a 3 Star rating or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority's autonomy.</i></p>	



## **Attachment 8.3 Dismissal Procedures for Staff**

### **Disposition of Employees if School Sponsor Contract is Terminated**

In the event that the School's community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other local schools and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority will ensure:

1. that each staff member's LPDC information is current and up to date,
2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
3. that the school staff members have sponsor contact information,
4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
5. that the staff will receive clear timelines and procedures for the closing.



## **Attachment 8.4 Employee Benefits**

Northeast Ohio Classical Academy (NEOCA) will provide its employees with quality, affordable, and competitive healthcare benefits as a part of its total compensation package. Each full-time employee who elects healthcare will have the option of enrolling in medical, dental, and/or vision coverage for individuals or immediate family members.

NEOCA will also have access to supplemental insurance services provided through Aflac or similar provider.

Retirement contributions are made through State Teachers Retirement (STRS) for certified staff and School Employees Retirement (SERS) for classified staff.

IRN No.

Community School Budget

County: SUMMIT

NORTHEAST OHIO CLASSICAL ACADEMY  
Budget for Fiscal Year 2025

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ 753,000.00	\$ 185,000.00	\$ 225,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,163,000.00
Retirement Fringe Benefits 200	\$ 225,900.00	\$ 55,500.00	\$ 67,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 348,900.00
Purchased Services 400	\$ 40,000.00	\$ 20,000.00	\$ 280,121.00	\$ 130,025.00	\$ 118,251.00	\$ -	\$ 102,000.00	\$ -	\$ -	\$ -	\$ 690,397.00
Supplies 500	\$ 99,000.00	\$ 95,000.00	\$ 89,000.00	\$ -	\$ 110,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 393,000.00
Capital Outlay 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other 800	\$ -	\$ -	\$ -	\$ 4,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,625.00	\$ 67,325.00
<b>Total</b>	\$ 1,117,900.00	\$ 355,500.00	\$ 661,621.00	\$ 134,725.00	\$ 228,251.00	\$ -	\$ 102,000.00	\$ -	\$ -	\$ 62,625.00	\$ 2,662,622.00

Budget Per Pupil

Estimated Student Enrollment	350	\$3,194.00	\$1,015.71	\$1,890.35	\$384.93	\$652.15	\$0.00	\$291.43	\$0.00	\$0.00	\$178.93	\$7,607.49
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**Assumption for the Fiscal Year 2025**

**Expected Enrollment**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students													

**Expected Instructors**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	3	3	2	2	2	2							

**Expected Administrative Staff**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff		1	1	1	1	1							

**All Other Expected Staff**

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	1	1	1	2	2	2							

**Expected Purchased Services**

Rent	\$ -
Utilities	\$ 59,500.00
Other Facility Costs	\$ 50,000.00
Insurance	\$ 45,000.00
Management Fee	\$ -
Sponsor Fee	\$ 96,121.00
Audit Fees	\$ -
Contingency	\$ -
Transportation	\$ -
Food Service	\$ -
Legal	\$ 12,000.00
Marketing	\$ 50,000.00
Consulting	\$ 218,800.00
Salaries and Wages	\$ -
Employee Benefits	\$ -
Special Education Services	\$ 40,000.00
Technology Services	\$ 60,000.00
Food Services	\$ 30,000.00
Other	\$ 28,976.00
<b>Total</b>	<b>\$ 690,397.00</b>

**Fiscal Year 2025-2029 Projected Debt**

Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 325,000.00	\$ (325,000.00)	\$ (16,500.00)	\$ -	LENDDONATE
Loan B	\$ 375,000.00	\$ (375,000.00)	\$ (15,500.00)	\$ -	SHED DEV'T
Line of Credit					
Notes, Bonds	\$ 325,000.00	\$ (325,000.00)	\$ (30,625.00)	\$ -	BOND
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 1,025,000.00</b>	<b>\$ (1,025,000.00)</b>	<b>\$ (62,625.00)</b>	<b>\$ -</b>	

**Narrative Summary**

Name of sponsor: CHARTER SCHOOL SPECIALIST  
 Name of management company: N/A  
 Name of treasurer: STEPHANIE ATAYA

FY24 - May 2024 submission

IRN No.: TBD

Type of School: BRICK AND MORTAR

Contract Term: 6/30/25

County: SUMMIT

**School Name: NORTHEAST OHIO CLASSICAL ACADEMY**  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended 2022 through 2024, Actual and  
 the Fiscal Years Ending 2025 through 2029, Forecasted

	Actual			Forecasted				
	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ -	\$ -	\$ -	\$ 3,204,019	\$ 3,607,846	\$ 4,261,610	\$ 4,862,172	\$ 5,492,336
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	350	790,000	910,300	1,013,500	12,000	13,000
<b>Total Operating Receipts</b>	\$ -	\$ -	\$ 350	\$ 3,994,019	\$ 4,518,146	\$ 5,275,110	\$ 4,874,172	\$ 5,505,336
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$ -	\$ -	\$ 101,000	\$ 1,163,000	\$ 1,386,040	\$ 1,927,966	\$ 1,998,719	\$ 2,091,000
200 Employee Retirement and Insurance Benefits	-	-	-	331,900	415,812	578,389	599,615	627,300
400 Purchased Services	-	-	207,410	690,397	743,733	794,060	863,525	1,049,237
500 Supplies and Materials	-	-	45,990	393,000	229,000	195,000	220,000	235,000
600 Capital Outlay -New	-	-	73,388	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	-	-	4,600	-	-	-	-	-
819 Other Debt	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	\$ -	\$ -	\$ 432,388	\$ 2,578,297	\$ 2,774,585	\$ 3,495,415	\$ 3,681,859	\$ 4,002,537
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ -	\$ -	\$ (432,038)	\$ 1,415,722	\$ 1,743,561	\$ 1,779,695	\$ 1,192,313	\$ 1,502,799
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ -	\$ 130,000	\$ 157,971	\$ 180,768	\$ 204,964	\$ 224,161
State Grants (3200, except 3211)	-	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	30,000	40,000	40,000	40,000	40,000	40,000
Interest Income (1400)	-	-	4,000	4,000	4,000	4,000	4,000	4,000
Debt Proceeds (1900)	-	-	1,025,000	-	-	-	-	-
Debt Principal Retirement	-	-	-	(1,025,000)	-	-	-	-
Interest and Fiscal Charges	-	-	(24,630)	(62,625)	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ -	\$ -	\$ 1,034,370	\$ (913,625)	\$ 201,971	\$ 224,768	\$ 248,964	\$ 268,161
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ -	\$ 602,332	\$ 502,097	\$ 1,945,532	\$ 2,004,463	\$ 1,441,277	\$ 1,770,960
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ 602,332	\$ 1,104,429	\$ 3,049,961	\$ 5,054,424	\$ 6,495,702
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ 602,332	\$ 1,104,429	\$ 3,049,961	\$ 5,054,424	\$ 6,495,702	\$ 8,266,662

**Assumptions**

	Actual			Forecasted				
	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
<b>Staffing/Enrollment</b>								
Total Student FTE				350	400	450	500	550
Instructional Staff				14.00	16.00	20	26	30
Administrative Staff				5.00	5.00	7	8	8
Other Staff				9.00	12.00	19	19	20
<b>Purchased Services</b>								
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	-	-	17,385.00	59,500.00	61,285.00	63,124.00	65,017.00	66,968.00
Other Facility Costs	-	-	200.00	50,000.00	51,501.00	53,046.00	54,637.00	56,277.00
Insurance	-	-	-	45,000.00	46,350.00	47,741.00	49,173.00	50,648.00
Management Fee	-	-	12,300.00	-	-	-	-	-
Sponsor Fee	-	-	-	96,121.00	108,235.38	127,848.30	145,865.16	160,451.68
Audit Fees	-	-	-	-	15,000.00	15,000.00	15,000.00	15,000.00
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	-	-	8,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
Marketing	-	-	100,000.00	50,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Consulting	-	-	69,025.00	218,800.00	224,376.00	230,736.00	237,285.00	243,979.00
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	-	-	-	40,000.00	45,714.29	51,428.57	57,142.86	62,857.14
Technology Services	-	-	-	60,000.00	75,450.00	90,914.00	106,391.00	164,147.00
Food Services	-	-	-	30,000.00	34,285.71	38,571.43	42,857.14	47,142.86
Other	-	-	500.00	28,976.00	44,535.62	38,650.70	53,156.84	144,766.32
<b>Total</b>	\$ -	\$ -	\$ 207,410.00	\$ 690,397.00	\$ 743,733.00	\$ 794,060.00	\$ 863,525.00	\$ 1,049,237.00
<b>Financial Metrics</b>								
Debt Service Payments	\$ -	\$ -	\$ 24,630	\$ 1,087,625	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	-16.16	1.46	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	0.00%	0.00%	0.00%	14.29%	12.50%	11.11%	10.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	-100.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	0.00%	0.00%	1141048.29%	13.12%	16.75%	-7.60%	12.95%
Growth in Non-Operating Receipts/Expenses	0.00%	0.00%	0.00%	-188.33%	-122.11%	11.29%	10.77%	7.71%
Days of Cash	0.00	0.00	0.00	0.23	0.40	0.87	1.37	1.62

**Assumptions Narrative Summary**

Fiscal Year 2025-2029 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 325,000.00	\$ (325,000.00)	\$ (16,500.00)	\$ -	LENDONATE
Loan B	\$ 375,000.00	\$ (375,000.00)	\$ (15,500.00)	\$ -	SHED DEV'T
Line of Credit					
Notes, Bonds	\$ 325,000.00	\$ (325,000.00)	\$ (30,625.00)	\$ -	BOND
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 1,025,000.00</b>	<b>\$ (1,025,000.00)</b>	<b>\$ (62,625.00)</b>	<b>\$ -</b>	

**GENERAL:**

- FY2025 is first year of operations
- Calculations and assumptions are unaudited
- School operates on an accrual accounting method, excluding GASB 68/75/87/96
- FTEs are forecasted to increase by 50 students per year as school increases grade levels

**REVENUES:**

- State foundation dollars are calculated by multiplying the FTE to the per pupil blended average revenue amount, which is currently forecasted at \$9,154 per pupil for the first year
- Facilities dollars are included in State foundation calculation and projected to remain at \$1,000 per pupil
- State Equity Supplement is not assumed to continue after FY2025 as it was labeled "temporary" in last biennial budget.
- Due to new language of the quality school funding criteria, the school will receive quality school dollars for FY2025, FY2026, and FY2027. Estimated at @2,250 per student
- Other operating revenues include student deposits for fundraisers and field trips as well as the quality school funding dollars
- School will begin capital campaigns in FY2028 and reflected in donations line
- Grant funding will increase with FTEs each year

**EXPENSES:**

- School has no management company
- Salaries and wages are based on school staffing plan and will increase with grade levels and FTES
- Salaries will also rise by approximately 3% each year to accommodate retention raises for existing staff
- Benefits include 14% for SERS and STRS pension program as well as medical insurance premiums and payroll taxes
- **Purchased Services:**
  - There is no rent due to school purchasing its building
  - Utility costs are estimated at approximately \$2.50 per square foot
  - Other facility costs include general maintenance, custodial costs and security permits
  - Insurance includes D&O and Liability insurance premiums.
  - Sponsor fees will remain at 3% of state foundation revenues with Charter School Specialists
  - School will not utilize transportation services at this time
  - Audit costs will begin in FY2026 and increase by 3% each year
  - Legal fees are estimated costs only and stay consistent each year
  - Marketing costs will be high in pre-operating year and first year of operations then slowly taper off to a steady amount as target base is established
  - Consulting costs include CCIP services, EMIS Services, Treasury Services, Contracted Staff and strategic advising
  - Treasury services will be contracted through Marcum LLP and naming Stephanie Ataya as Treasurer through FY2029
  - Special Education is estimated on a student base of 10% population and will taper off as school employs its own therapy staff to provide services
  - Technology services are estimated based on software costs known now and anticipated to remain steady.
  - Food service costs for contracted food will be direct reimbursement via NSLP grant revenues
  - Other Purchased services include professional development, postage and printer copier costs
- Supplies and Materials will be high in first years' of operations and taper off to a steady rise of 3% each year
- Any other operating disbursements include bank fees, membership dues, board authorized expenses and miscellaneous costs not classified in other categories
- School anticipates total expenditures per FTE to be the following over the next 5 years; FY2025: \$7,399 , FY2026: \$6,727 , FY2027: \$7,513 , FY2028: \$7,062, FY2029: \$6,727

**DEBT:**

- School will receive multiple bridge loans to support operations in the first year of operations.