

ATTACHMENT 4.1

- Conflict of Interest Policy
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114 Ethics and Conflicts Policy

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

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

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

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

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

regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

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

perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;

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

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

1. "Disqualified person" includes:

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

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

1. For purposes of these procedures the following words have the following definitions.
 - a. An “interested person” is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. A person has a “financial interest” if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest.

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

E. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.
 - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

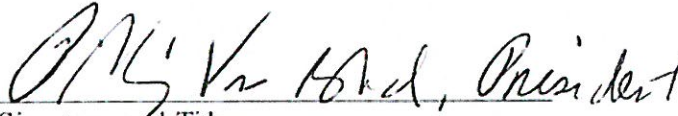
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Received a copy of the conflict of interest policy;
 - b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
 - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
 - a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former

Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.

- b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.

- 7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

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


 Signature and Title

 Date

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

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

Adopted: Oct 15, 2017

**Berwyn East Academy
1850 Bostwick Rd.
Columbus, OH 43227**

ATTACHMENT 5.1

- Detailed Description of Facilities, including:
 - (a) a detailed description of each facility used for instructional purposes;
 - (b) the annual costs associated with leasing each facility that are paid by or on behalf of the School;
 - (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 School's management company/operator, if any.)

L E A S E

This Lease is entered into as of March 1, 2013, by and between Obermiller LLC, 2812 Pickwick Road, Columbus, Ohio 43221 ("Lessor"), and Berwyn East Academy, an Ohio non-profit corporation ("BEA" and North Central Ohio Educational Service Center, a statutory governmental entity ("NCOESC") (BEA and NCOESC are collectively referred to herein as, "Lessee").

W I T N E S S E T H:

1. LEASED PREMISES:

In consideration of the rents to be paid by Lessee, and of the covenants, terms and conditions to be kept and performed as herein provided, Lessor does hereby lease unto Lessee and Lessee does hereby accept a lease on the following described premises (the "Leased Premises"):

Approximately 25,000 square feet of the building located at 1850 Bostwick Road, Columbus, Ohio 43227, as more particularly described on Exhibit A, together with the nonexclusive right to use the means of ingress and egress to the Leased Premises.

The Leased Premises shall be subject to easements, reservations, limitations and restrictions of record.

Lessee may have the non-exclusive use of the grounds surrounding the Leased Premises (excluding, however, the other buildings located on the property) as needed and as agreed upon by the Lessor.

2. TERM:

The initial term of this Lease shall commence on March 1, 2013 (the "Commencement Date") and shall end on June 30, 2018 (the "Termination Date"), unless sooner terminated as herein provided ("Initial Term").

3. RENTAL:

Commencing on July 1, 2013, Lessee shall pay to Lessor as and for rent for the Leased Premises the following amounts, in advance, without demand, deduction, or set-off:

Subject to adjustment as provided in the next paragraph, during the Initial Term, Lessee shall pay rent in the amount of \$5,625 per month (the "Minimum Rent Amount") and, notwithstanding any adjustment pursuant to the following paragraph, shall not be greater than \$6,000 for the first year of the Initial Term (the "First Year Maximum Monthly Rent Amount. Thereafter, the monthly rent amount shall be subject to adjustment as provided in the following paragraph without regard to the First Year Maximum Monthly Rent Amount.

If the number of students enrolled at Lessee's school increases by 20 or more during any calendar quarter, the monthly rent commencing on the first day of the first month of the following

calendar quarter shall increase by an amount equal to the number of students by which enrollment has increased times \$300. If the number of students enrolled at Lessee's school decreases by 20 or more during any calendar quarter, the monthly rent commencing on the first day of the first month of the following calendar quarter shall decrease by an amount equal to the number of students by which enrollment has decreased times \$300; provided, however, that monthly rent shall not be adjusted below the Minimum Rent Amount. By way of example, if enrollment at Lessee's school on July 1, 2014, is 225, Lessee shall pay monthly installments of rent to Lessor in the amount of \$5,625. If on September 1, 2014, Lessee's enrollment is 265 students, Lessee's monthly rent shall increase by \$1,000 $[(40 \times \$300)/12 = \$1,000]$ commencing on October 1, 2014 and continuing at that rate, subject to further adjustment consistent with this paragraph. Lessor shall have the right to examine the books and records of Lessee solely with regard to determining the number of students enrolled, but no such examination shall occur with less than ten (10) days' prior written notice. If it is determined as a result of such examination that Lessee owed more rent, the amount of such underpayment shall be immediately due and payable together with interest at the rate of 15% per annum from the date such amount first became due. B

All monthly rent payments shall be due in advance on the tenth business day of each calendar month during the term of this Lease and any extension thereof. Rent for any partial month shall be prorated on a per diem basis. A late charge of five percent (5%) of the monthly installment will be due if any monthly installment is not paid on or before the 20th day of the month when due.

4. USE:

Lessee shall use the Leased Premises only for operation of an Ohio public community school for students aged 5 to 22, and for no other purpose. Lessee represents and covenants to Lessor that it is a non-profit corporation existing under the laws of the State of Ohio, and is properly organized, recognized, licensed, and permitted to operate by all governmental and quasi-governmental entities having jurisdiction over it and its operation, and that Lessee shall maintain that status throughout the entire term of this Lease. A breach of this covenant shall give Lessor the right, at its option, to terminate this Lease as provided in Section 19.

Lessee shall not, without Lessor's permission, use or allow upon the Leased Premises anything which will invalidate any policy of insurance now or hereafter carried thereon or on any of the contents thereof, or which may be dangerous, or which will cause an increase in the rate of fire insurance on the Leased Premises. If Lessor grants said permission it shall be solely on the condition that Lessee shall pay on demand any increase in insurance premiums on the Leased Premises or on the contents thereof resulting from said use. Other than customary school programming, Lessee shall take reasonable steps to prevent objectionable noise, and shall not do or permit anything tending to create a nuisance or to disturb the occupants of neighboring property.

5. UTILITIES:

Lessee, at its expense, shall pay all costs for all utilities and services provided or used in or at the Leased Premises. Lessee shall pay directly to the utility company the cost of all utility services, except that if any particular utility is not separately metered, then as additional rent, Lessee shall reimburse Lessor upon receipt of an invoice from Lessor for 90% of such utility bill. Lessee and Lessor agree to equitably adjust the foregoing percentage at such time as the remainder of the

property is occupied and used by other tenants. Lessee shall be solely responsible for arranging and paying for any security services. Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims arising from the installation and maintenance of such utility services and from all costs and charges for utilities consumed on or by the Premises. Lessee agrees that Lessor or Lessor's agents and representatives shall not be liable in damages for failure of the utility or municipality providing such service to furnish, or for a delay in furnishing, any service or utility. The provisions of this Section 5 shall survive expiration or termination of this Lease.

6. REAL PROPERTY TAXES:

The Leased Premises are currently exempt from real property taxes. If such status changes, Lessee shall be responsible for payment of one-half of all real property taxes assessed against the land and improvements included within the tax parcel assessed, which Lessee agrees to pay within thirty (30) days after receipt of an invoice from Landlord therefor. As used herein, the term "real property tax" shall include any form of assessment (general or special), license fee, commercial rental tax, levy, penalty, or tax (other than income, inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Leased Premises. The provisions of this Section 6 shall survive expiration or termination of this Lease. At all times Lessee shall have the right to seek a real property tax exemption and Lessor shall, at Lessee's expense, cooperate with Lessee.

7. ALTERATIONS TO LEASED PREMISES:

Lessee agrees that it has made its own personal inspection of the Leased Premises and the improvements therein, agrees to take the Leased Premises "as is" in its present condition, and is entering into this Lease based on its own findings and not on any representation of Lessor or its agents or employees. Lessee further agrees, at Lessee's cost and expense, to prepare, comply with, and maintain a management plan for the Leased Premises as required by AHERA.

Lessee shall not without Lessor's prior written consent make or allow any structural or non-structural construction, alterations, additions, improvements, or Utility Installation (all of which are hereinafter referred to in this Lease as "Alterations"), in, on, or about the Leased Premises. As used in this Lease the term "Utility Installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning equipment, and plumbing. Should Lessee make any Alterations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same at Lessee's sole cost.

Any Alterations in or about the Leased Premises that Lessee wishes to make shall be presented to Lessor in written form, with proposed detailed working drawings. After giving its consent, no modification shall be made in the working drawings without Lessor's consent to such modification. If Lessor shall give its consent to the Alterations, the consent shall be deemed conditioned upon Lessee acquiring a permit to do the Alterations from appropriate governmental agencies, the furnishing of a copy thereto to Lessor prior to the commencement of the work, the compliance by Lessee with all conditions of said permit in a prompt and expeditious manner and completion of the Alterations in accordance with the working drawings as approved by Lessor.

Facility

The physical location of Berwyn East Academy is comprised of a certain area as described in the contract with the authorized Sponsor.

Address

The official address of the Governing Authority shall be as defined in the Community School Contract.

L E A S E

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The Leased Premises shall be subject to easements, reservations, limitations and restrictions of record.

Lessee may have the non-exclusive use of the grounds surrounding the Leased Premises (excluding, however, the other buildings located on the property) as needed and as agreed upon by the Lessor.

2. TERM:

The initial term of this Lease shall commence on March 1, 2013 (the "Commencement Date") and shall end on June 30, 2018 (the "Termination Date"), unless sooner terminated as herein provided ("Initial Term").

3. RENTAL:

Commencing on July 1, 2013, Lessee shall pay to Lessor as and for rent for the Leased Premises the following amounts, in advance, without demand, deduction, or set-off:

Subject to adjustment as provided in the next paragraph, during the Initial Term, Lessee shall pay rent in the amount of \$5,625 per month (the "Minimum Rent Amount") and, notwithstanding any adjustment pursuant to the following paragraph, shall not be greater than \$6,000 for the first year of the Initial Term (the "First Year Maximum Monthly Rent Amount. Thereafter, the monthly rent amount shall be subject to adjustment as provided in the following paragraph without regard to the First Year Maximum Monthly Rent Amount.

If the number of students enrolled at Lessee's school increases by 20 or more during any calendar quarter, the monthly rent commencing on the first day of the first month of the following

calendar quarter shall increase by an amount equal to the number of students by which enrollment has increased times \$300. If the number of students enrolled at Lessee's school decreases by 20 or more during any calendar quarter, the monthly rent commencing on the first day of the first month of the following calendar quarter shall decrease by an amount equal to the number of students by which enrollment has decreased times \$300; provided, however, that monthly rent shall not be adjusted below the Minimum Rent Amount. By way of example, if enrollment at Lessee's school on July 1, 2014, is 225, Lessee shall pay monthly installments of rent to Lessor in the amount of \$5,625. If on September 1, 2014, Lessee's enrollment is 265 students, Lessee's monthly rent shall increase by \$1,000 $[(40 \times \$300)/12 = \$1,000]$ commencing on October 1, 2014 and continuing at that rate, subject to further adjustment consistent with this paragraph. Lessor shall have the right to examine the books and records of Lessee solely with regard to determining the number of students enrolled, but no such examination shall occur with less than ten (10) days' prior written notice. If it is determined as a result of such examination that Lessee owed more rent, the amount of such underpayment shall be immediately due and payable together with interest at the rate of 15% per annum from the date such amount first became due.

All monthly rent payments shall be due in advance on the tenth business day of each calendar month during the term of this Lease and any extension thereof. Rent for any partial month shall be prorated on a per diem basis. A late charge of five percent (5%) of the monthly installment will be due if any monthly installment is not paid on or before the 20th day of the month when due.

4. USE:

Lessee shall use the Leased Premises only for operation of an Ohio public community school for students aged 5 to 22, and for no other purpose. Lessee represents and covenants to Lessor that it is a non-profit corporation existing under the laws of the State of Ohio, and is properly organized, recognized, licensed, and permitted to operate by all governmental and quasi-governmental entities having jurisdiction over it and its operation, and that Lessee shall maintain that status throughout the entire term of this Lease. A breach of this covenant shall give Lessor the right, at its option, to terminate this Lease as provided in Section 19.

Lessee shall not, without Lessor's permission, use or allow upon the Leased Premises anything which will invalidate any policy of insurance now or hereafter carried thereon or on any of the contents thereof, or which may be dangerous, or which will cause an increase in the rate of fire insurance on the Leased Premises. If Lessor grants said permission it shall be solely on the condition that Lessee shall pay on demand any increase in insurance premiums on the Leased Premises or on the contents thereof resulting from said use. Other than customary school programming, Lessee shall take reasonable steps to prevent objectionable noise, and shall not do or permit anything tending to create a nuisance or to disturb the occupants of neighboring property.

5. UTILITIES:

Lessee, at its expense, shall pay all costs for all utilities and services provided or used in or at the Leased Premises. Lessee shall pay directly to the utility company the cost of all utility services, except that if any particular utility is not separately metered, then as additional rent, Lessee shall reimburse Lessor upon receipt of an invoice from Lessor for 90% of such utility bill. Lessee and Lessor agree to equitably adjust the foregoing percentage at such time as the remainder of the

property is occupied and used by other tenants. Lessee shall be solely responsible for arranging and paying for any security services. Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims arising from the installation and maintenance of such utility services and from all costs and charges for utilities consumed on or by the Premises. Lessee agrees that Lessor or Lessor's agents and representatives shall not be liable in damages for failure of the utility or municipality providing such service to furnish, or for a delay in furnishing, any service or utility. The provisions of this Section 5 shall survive expiration or termination of this Lease.

6. REAL PROPERTY TAXES:

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7. ALTERATIONS TO LEASED PREMISES:

Lessee agrees that it has made its own personal inspection of the Leased Premises and the improvements therein, agrees to take the Leased Premises "as is" in its present condition, and is entering into this Lease based on its own findings and not on any representation of Lessor or its agents or employees. Lessee further agrees, at Lessee's cost and expense, to prepare, comply with, and maintain a management plan for the Leased Premises as required by AHERA.

Lessee shall not without Lessor's prior written consent make or allow any structural or non-structural construction, alterations, additions, improvements, or Utility Installation (all of which are hereinafter referred to in this Lease as "Alterations"), in, on, or about the Leased Premises. As used in this Lease the term "Utility Installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning equipment, and plumbing. Should Lessee make any Alterations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same at Lessee's sole cost.

Any Alterations in or about the Leased Premises that Lessee wishes to make shall be presented to Lessor in written form, with proposed detailed working drawings. After giving its consent, no modification shall be made in the working drawings without Lessor's consent to such modification. If Lessor shall give its consent to the Alterations, the consent shall be deemed conditioned upon Lessee acquiring a permit to do the Alterations from appropriate governmental agencies, the furnishing of a copy thereto to Lessor prior to the commencement of the work, the compliance by Lessee with all conditions of said permit in a prompt and expeditious manner and completion of the Alterations in accordance with the working drawings as approved by Lessor.

Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Leased Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Leased Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Leased Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Leased Premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole cost and expense, defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Lessor or the Leased Premises, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to the amount then required by Ohio law to bond off a mechanic's or materialman's lien, indemnifying Lessor against liability for the same and holding the Leased Premises free from the effect of such lien or claim. Lessee's obligations under this paragraph shall survive termination or expiration of the Lease.

8. REPAIRS AND MAINTENANCE:

Subject to the remainder of this Section 8, Lessee shall keep and maintain the entire Leased Premises neat and orderly and in good and sanitary order and condition during the entire term of this Lease, and Lessee shall make, at its sole cost and expense, all maintenance, repairs, and replacements to the Leased Premises, whether interior or exterior, ordinary or extraordinary, structural or non-structural, including but not limited to repair and replacement of the heating and air conditioning units. Lessee shall provide for its own janitorial service, waste collection service, lawn services, and snow and ice removal, at Lessee's sole cost. Lessee shall also maintain and keep free of litter and debris the lawns, shrubbery, sidewalks, parking areas and grounds surrounding the Leased Premises, at Lessee's sole cost and expense.

As of the date hereof, to Lessor's knowledge (without any investigation or inspection), the roof, parking lot, plumbing and utilities at the Lease Premises are not in need of any repair or replacement.

9. REMOVAL OF ALTERATIONS AND FIXTURES:

All alterations and fixtures, whether temporary or permanent, fixed or movable, placed on or made to the Leased Premises by either Lessor or Lessee, excluding furniture, personal property, inventory, trade fixtures or other movable property not attached to the Leased Premises, shall become the sole property of Lessor upon termination of this Lease, and shall not be injured or removed by Lessee except as provided in this Section, nor shall Lessee claim at any time compensation therefore except as provided in Section 14 and upon termination of this Lease such alterations and fixtures shall be surrendered to Lessor. All furniture, personal property, inventory and trade fixtures installed by Lessee shall be removed by Lessee prior to the termination of this Lease, and all damage to the Leased Premises caused by the installation or removal of such items shall be repaired at Lessee's expense as provided in Subsection 15(e). Lessee's obligations set forth in this Section 9 shall survive expiration or termination of the Lease.

10. LESSOR'S RIGHT OF ENTRY:

Subject to the last sentence of this Section 10, Lessor shall have the right, without charge or diminution of rent, to enter the Leased Premises at all reasonable times, upon reasonable notice and in a reasonable manner for the purpose of examining the Leased Premises and making repairs or alterations, either to the Leased Premises or to utility lines or other facilities of the Leased Premises or to install such lines or facilities, but this provision shall not be deemed to impose any obligations on Lessor to make any repairs or alterations. There shall be no allowance to Lessee or diminution of rent and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to or loss of business arising from the reasonable making of any repairs or alterations in or to any portion of the Leased Premises, or in and to the fixtures, appurtenances and equipment thereof. If Lessor desires to enter the Leased Premises during school hours, school events or at any time when students are present at the Lease Premises, Lessor or Lessor's agents shall be accompanied by Lessee personnel.

11. SIGNS:

Lessee shall have no right to signage on the Leased Premises, except that Lessee shall have the right to install and operate on the Leased Premises, at its own expense, exterior signs identifying Lessee, in accordance with local codes. No signs may be installed on the roof of any building. Lessor's consent shall be required as to the size, design, location and design of any sign, but such consent shall not be unreasonably withheld. Lessee shall remove any such sign prior to the termination of this Lease, and restore its location to a condition at least equal to its condition at the time of the installation of such sign, all at Lessee's sole cost. Lessee's obligations set forth in this Section 11 shall survive expiration or termination of the Lease.

12. ASSIGNMENT AND SUBLETTING:

Lessee may assign this Lease or sublet all or a part of the Leased Premises only upon the prior written consent of Lessor, which may be withheld for any reason. Any attempted assignment or subletting in violation of this provision shall be null and void *ab initio*. In the event of such assignment or subletting, Lessee shall nevertheless remain primarily liable for the payment of rent and the performance of all obligations under the terms of this Lease. Such assignment or sublease shall not be effective unless and until the assignee or sublessee shall assume the performance of all the terms, conditions, duties and obligations of this Lease without, however, releasing the liability of Lessee, and shall deliver to Lessor an executed copy of such instrument of assumption. If written consent is once given by Lessor to any such assignment or subletting, such consent shall not operate as a waiver of the necessity for obtaining Lessor's written consent to any subsequent assignment or subletting.

13. EMINENT DOMAIN:

(a) If the whole of the Leased Premises is taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession is taken thereunder of the Leased Premises, the term of this Lease and all rights of the Lessee hereunder shall immediately terminate,

and the rent shall be adjusted as of the time of such termination and any rent paid for a period thereafter shall be refunded.

(b) If a part of the Leased Premises equal to or greater than 20%, but less than 100%, of the gross square footage of the Original Building, or if any means of access to the Leased Premises, shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, either party, by written notice delivered to the other on or before the date of surrendering possession to the public authority, may terminate this Lease effective as of such surrender of possession. If neither party terminates this Lease as provided herein, or if less than 20% of the gross square footage of the Original Building is so taken, this Lease shall remain in effect as to the remainder of the Leased Premises not taken by such public authority, and the rent shall be reduced in the proportion the area of the Original Building taken bears to the total area of the Original Building hereunder, and Lessor at its own cost and expense, shall make all repairs and alterations to the Leased Premises required by such taking.

(c) In any event, Lessee shall not receive any portion of the award of damages granted for said taking, except for any award granted for the taking of Lessee's leasehold improvements, trade fixtures or alterations, if any.

14. FIRE OR OTHER CASUALTY:

(a) Total Destruction.

If the Leased Premises is totally destroyed by fire or other casualty, whether of accidental or negligent origin, or so much thereof that Lessor shall desire to raze the Leased Premises, or if the Leased Premises are destroyed or damaged by fire or other casualty, whether of accidental or negligent origin, so that they could not be repaired or reconstructed with reasonable diligence being exercised and within 180 days after the date of such fire or other casualty, then in those events Lessor shall have the option either (i) to terminate this Lease, as of the date of such fire or other casualty, by written notice to Lessee given within 30 days after such fire or other casualty, or (ii) continue under this Lease, in which latter event, except as provided in Subsection 14(d), Lessor shall immediately reconstruct and repair the Leased Premises; provided, however, that Lessor shall not be required to spend for the reconstruction and repair of the Leased Premises an amount greater than the insurance proceeds received by Lessor by reason of such destruction or damage from insurance policies provided for in this Lease. Rent shall abate until the reconstruction and repairs are substantially completed, unless such destruction or damage was caused by or contributed to by the negligence of Lessee, its agents, servants, employees, licensees, invitees or guests, in which case the rent shall not abate.

(b) Partial Destruction.

If the Leased Premises are damaged or partially destroyed by fire or other casualty, whether of accidental or negligent origin, such that they could be reconstructed or repaired in the exercise of reasonable diligence within 180 days after the date of said fire or other casualty, then, except as provided in Subsection 14(d), Lessor shall immediately reconstruct and repair the Leased Premises; provided, however, that Lessor shall not be required to spend for the

reconstruction and repair of the Leased Premises an amount greater than the insurance proceeds received by Lessor by reason of such destruction or damage from insurance policies provided for in this Lease. If Lessee is able to use a portion of the Leased Premises pending such repair or reconstruction, then Lessee shall pay a rental based upon the proportionate area of the Leased Premises remaining usable and such rental shall continue in effect until the reconstruction and repairs are substantially completed, or until termination of the Lease pursuant to Subsection 14(d), unless such destruction or damage was caused by or contributed to by the negligence of Lessee, its agents, servants, employees, licensees, invitees or guests, in which case the rent shall not abate.

(c) Lessee's Alterations and Fixtures.

Lessor shall have no obligation to reconstruct, repair or replace alterations or fixtures installed in the Leased Premises by Lessee, or any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever.

(d) Insurance Proceeds.

Insurance proceeds paid pursuant to insurance policies provided for in this Lease, as a result of destruction or damage to the Leased Premises shall be paid to Lessor, and Lessor shall hold and disburse the same for reconstruction or repairs in accordance with the terms of this Section 14. If the cost to reconstruct or repair the Leased Premises, excluding alterations or fixtures installed by Lessee, to a condition equal to or better than the condition prior to such fire or other casualty is greater than the insurance proceeds received by Lessor from Lessee's insurance policies provided for in this Lease, then Lessor shall have the right to terminate this Lease as of the date of such fire or other casualty by delivering written notice of termination to Lessee within fifteen (15) days after receipt of such insurance proceeds or the determination of the cost to reconstruct or repair, whichever is later.

15. PROPERTY INSURANCE:

(a) Property Insurance.

During the term of this Lease and any extension thereof, Lessor, at its sole cost and expense, shall carry fire and extended coverage insurance, covering replacement value of the Leased Premises against loss or damage by fire or other casualty or by other risks now or hereafter embraced by the uniform standard extended coverage endorsement in use for similar structures (including vandalism and malicious mischief) in commercially reasonable amounts.

(b) Lessee's Property.

All alterations or fixtures installed in the Leased Premises by Lessee and all trade fixtures, inventory or other personal property belonging to Lessee or to Lessee's agents, servants, employees, licensees, invitees or guests that shall be located in or about the Leased Premises shall be there at the sole risk of Lessee or such other person. Lessor shall have no obligation to provide security protection for the Leased Premises. Except for the willful or negligent acts or omissions of Lessor, its agents, servants, employees or representatives, neither Lessor nor its

agents, servants, employees or representatives shall be liable for any injury or damage to the person of Lessee, Lessee's agents, servants, employees, licensees, invitees or guests, or for any loss or damage to any property of any of them, or for loss of or interruption to Lessee's business, whether caused by theft or from any other cause whatsoever, including but not limited to injury, loss or damage caused in whole or in part by the Leased Premises becoming out of repair, or caused by fire or other casualty. Neither Lessor nor its agents, servants, employees or representatives shall be liable for any injury, loss or damage to person or property caused by other tenants, if any, or other persons in the Leased Premises, or caused by operations in the construction of any private, public or quasi-public work.

(c) Lessee's Insurance for Personal Property.

It shall be the sole obligation of Lessee to insure, to the extent desired by Lessee and at Lessee's sole cost and expense, any and all alterations or fixtures installed on the Leased Premises by Lessee, or any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever.

(d) Damage to Leased Premises.

Lessee shall be liable for any damage, injury or loss to the Leased Premises or property therein that shall be caused in whole or in part by Lessee's acts or omissions or the acts or omissions of Lessee's agents, servants, employees, representatives, contractors, licensees, invitees or guests. Lessee shall have the right to repair such damage, injury or loss if such repair efforts are commenced within a reasonable time after the damage, injury or loss and if such are prosecuted with reasonable dispatch, and should Lessee fail to do so promptly, Lessor may, at its option, make such repairs and Lessee shall pay the cost thereof to Lessor on demand. Except as provided in Section 14, such damage, injury or loss shall in no way mitigate or reduce Lessee's obligation to pay rent hereunder.

16. **LIABILITY AND PUBLIC LIABILITY INSURANCE:**

(a) Indemnity.

Lessee hereby agrees to indemnify, protect, save and hold harmless Lessor, its respective agents, servants, employees and representatives from and against any and all loss, cost and expense arising out of or connected with the use or occupancy of the Leased Premises by Lessee, or by its agents, servants, employees, representatives, contractors, licensees, invitees, or guests, which use or occupancy results in any injury, sickness or death, or alleged injury, sickness or death whatsoever to third persons or loss or damage or alleged loss or damage to property. In the event that any such claim is alleged against Lessor, its successors or assigns, by anyone arising out of the use or occupancy of the Leased Premises by Lessee or by its agents, servants, employees, representatives, contractors, licensees, invitees or guests, it is expressly understood and agreed that Lessee shall take over the defense of each and every claim promptly and pay all attorneys' fees, verdicts, judgments, settlement payments and all other costs and expenses whatsoever incurred in connection with the defense of all such claims, without exception, it being expressly understood that Lessee shall be and remain fully responsible for all such claims and will hold the aforementioned

indemnitees completely harmless from and against any cost or expense whatsoever in connection therewith.

If Lessor without fault on its part, should be made a party to any litigation instituted by or against Lessee or by or against any person holding by or through or under Lessee or using the Leased Premises by license of Lessee, or for the foreclosure of any lien of any kind, or otherwise arising out of or resulting from any act or transaction or omission of Lessee, or of any such person, Lessee shall immediately pay, or shall immediately reimburse to Lessor if Lessor has paid, the amount of any judgment rendered against Lessor or the Leased Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, paid or incurred by Lessor in or in connection with such litigation.

(b) Lessee's Public Liability Insurance.

During the term of this Lease and any extension thereof, Lessee shall, at its own cost and expense, maintain, provide and keep in force by advance payment of premiums: (i) workers' compensation insurance for Lessee's employees and agents as required by Ohio law, including employers' liability insurance in the amount of \$1,000,000 per occurrence; and (ii) commercial general liability insurance coverage for the benefit and protection of Lessee and Lessor, as their interests may appear, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, with additional \$2,000,000 umbrella coverage, for personal injury, bodily injury and property damage, or in such greater amounts of insurance coverage as Lessor may from time to time reasonably require, and fire legal liability coverage in an amount not less than \$500,000, insuring against any liability of Lessee, its agents, servants, employees and representatives arising out of or in connection with the use or occupancy of the Leased Premises by Lessee, its agents, servants, employees, representatives, contractors, licensees, invitees or guests. Such commercial general liability insurance policy shall be written on the "caused by any occurrence" rather than on the "caused by accident" basis for bodily injury and property damage liability coverage. Such insurance policy shall be written with a blanket contractual liability endorsement providing automatic coverage for bodily injury or property damage assumed under any type of written contract, including this Lease, in addition to the types of contracts defined in the policy form. Such insurance policy shall be written using a "personal injury" endorsement providing coverage for claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy, and such endorsement shall not contain an exclusion of coverage for claims for "personal injury" brought by employees of an insured.

(c) Requirements of Insurance. All insurance policies required to be maintained by Lessee under this Lease shall be with a company or companies reasonably acceptable to Lessor and authorized to do business in the State of Ohio, and shall be maintained by Lessee in full force and effect during the entire term of this Lease. The Lessor shall be specified as additional insured in any such insurance policy, as its interest may appear, and Lessee shall provide Lessor with Evidence of Insurance (ACORD 27) indicating such policy is in full force and effect and providing for 30 days written notice to Lessor prior to cancellation or material change in the policy. Should Lessee fail to carry such insurance or to provide Lessor with the required Evidence of Insurance (ACORD 27) after notification from Lessor to do so, Lessor, as Lessee's agent, shall have the right to obtain such insurance or Evidence of Insurance (ACORD 27) and Lessee shall pay the cost thereof to Lessor upon demand. Lessor shall not be limited in the proof of any damages that

Lessor may claim against Lessee arising out of or by reason of Lessee's failure to provide and keep in force insurance policies as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Lessee that would have been payable upon such insurance, but shall also be entitled to recover as damages for such breach the uninsured amount of any liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims and judgments suffered or incurred by Lessor by reason of injury, claim of injury, or occurrence as aforesaid.

(d) Lessor's Public Liability Insurance. During the term of this Lease and any extension thereof, Lessor shall, at its own cost and expense, maintain, provide and keep in force by advance payment of premiums commercial general liability insurance coverage for the benefit and protection of Lessee and Lessor, as their interests may appear, in such amounts as are commercially reasonable.

Lessee and Lessor each waive any right to recover against the other and their respective employees, agents, and servants for damage to the Leased Premises or any part thereof or any property thereon, but only to the extent that such damage is covered by insurance actually carried or required to be carried by either Lessee or Lessor. This provision is intended to waive fully, and for the benefit of each party, any rights and claims which might give rise to a right of subrogation in any insurance carrier.

Lessee's obligations set forth in this Section 16 shall survive expiration or termination of the Lease.

17. SURRENDER OF LEASED PREMISES:

At the expiration of the term of this Lease, or at any earlier termination of this Lease pursuant to any provisions hereof, Lessee shall surrender the Leased Premises broom clean, free of all debris, and in as good condition as they were at the beginning of this Lease or as improved during Lessee's occupancy, destruction by fire or other casualty for which Lessee is not liable, reasonable use, ordinary wear and tear and the effects of time excepted, failing which Lessor may restore the Leased Premises, equipment and fixtures to such condition and Lessee shall pay the cost thereof upon demand. All of Lessee's furniture, personal property, inventory and trade fixtures not removed from the Leased Premises on termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Lessee and forthwith become Lessor's property; provided, however, that Lessor may require Lessee to remove such furniture, personal property, inventory or trade fixtures or, as Lessee's agent, may have such items removed at Lessee's expense. Lessee's obligations set forth in this Section 17 shall survive expiration or termination of the Lease.

18. HOLDING OVER:

Lessee acknowledges that possession of the Leased Premises must be surrendered to Lessor at the expiration or earlier termination of the term of this Lease. Nothing contained herein shall be deemed to permit Lessee to retain possession of the Leased Premises after the expiration or termination of the term of this Lease. If Lessee holds over in possession after the expiration or termination of the term of this Lease, such holding over shall not operate, except by express mutual written agreement between the parties, to extend or renew this Lease but, in the absence of such

agreement, the tenancy thereafter shall continue as a tenancy at will, upon the terms and conditions of this Lease in effect immediately preceding the expiration or termination of the term of this Lease, and either party may thereafter terminate such possession at any time by giving the other party written notice of termination. In the event Lessee so holds over, Lessee shall also indemnify and hold Lessor harmless from loss or liability resulting from such failure to surrender possession of the Leased Premises at the expiration or earlier termination of the term, including any claims made by any succeeding tenant founded on such failure.

19. DEFAULT AND REMEDIES:

(a) The following events shall constitute events of default: (1) if any installment of rent or any other sums required to be paid by Lessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for 10 days after it is due; or (2) if there is any default on the part of Lessee in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Lessee to be kept and performed, and said default shall continue for a period of 30 days after written notice thereof from Lessor to Lessee (unless such default cannot reasonably be cured within 30 days and Lessee shall have commenced to cure said default within said 30 days and shall continue diligently to pursue the curing of the same); or (3) if Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or if any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the Leased Premises shall be appointed in any action, suit or proceeding by or against Lessee and such proceeding or action shall not have been dismissed within 30 days after such appointment, or in the event of any like occurrence which, in the sole judgment of the Lessor, evidences the serious financial insecurity of the Lessee; or (4) if the leasehold estate hereby created shall be taken on execution or by other process of law, except eminent domain; or (5) if Lessee shall vacate, abandon or fail to use the Leased Premises for a period in excess of 30 days for the use for which it was leased as stated in Section 4, then and in any of such cases regardless of any waiver or consent to any earlier event of default, Lessor, at its option, may exercise any and all remedies available to Lessor under law or equity, all of such rights and remedies to be cumulative and not exclusive, including without limitation the following:

(1) Lessor may terminate this Lease on written notice to Lessee and this Lease shall terminate on the date specified therein and Lessee shall quit and surrender the Leased Premises by said date and remain liable as set forth below.

(2) Lessor may enter upon the Leased Premises forthwith or at any subsequent time without notice or demand (which notice or demand is hereby expressly waived by Lessee) and thereby terminate the estate hereby created and expel Lessee and those claiming under it and remove their effects without being guilty of any manner of trespass and Lessee shall remain liable as set forth below, and Lessee further agrees that if Lessor shall cause Lessee's goods or effects to be removed from the Leased Premises pursuant to the terms hereof or of any court order, Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee.

(3) In the event of termination under (1) or (2) above, Lessor, at its option, may (i) accelerate and declare the entire remaining unpaid rent and any and all other moneys payable under this Lease for the balance of the term hereof to be immediately due and payable, or (ii) Lessor shall be entitled, at its option, to obtain from Lessee, and Lessee shall pay to Lessor as current liquidated damages (y) the base rent and other amounts payable hereunder up to the time of termination and (z) thereafter until the expiration of the then current term hereof, whether or not the Leased Premises shall be relet and as and when due in accordance with the provisions hereof, the base rent and other sums payable hereunder as if this Lease had remained in effect less the net proceeds to Lessor of any reletting of the Leased Premises, after deducting all expenses in connection with such reletting, including without limitation, all costs, fees and expenses of repossession, brokers, advertising, attorneys, courts, repairing, cleaning, repainting, and remodeling the Leased Premises for reletting.

(4) Without waiving its rights to terminate at any time under (1) and (2) above, Lessor may continue this Lease in effect for the remainder of the then current term or any extension and Lessee shall remain liable and obligated under all of the covenants and conditions hereof during said period and shall pay as and when due the base rent and other amounts payable hereunder as if Lessee had not defaulted hereunder. In such event Lessor may relet the Leased Premises for the account of Lessee crediting the rent received on such reletting to amounts owing by Lessee hereunder. Lessee hereby appoints Lessor its attorney-in-fact to take any and all actions necessary or incidental to such reletting. Such continuance of this Lease shall not constitute any waiver or consent by Lessor of or to said default or any subsequent default.

(b) In addition to the foregoing remedies and regardless of which remedies Lessor pursues, Lessee covenants that it will indemnify Lessor from and against any loss and damage directly or indirectly sustained by reason of any termination resulting from any event of default as provided above or the enforcement or declaration of any of the rights or remedies of Lessor or obligations of Lessee, whether arising under this Lease or granted, permitted or imposed by law or otherwise. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rent prior to or after reletting the Leased Premises, broker's commissions, advertising costs, reasonable costs of repairing, cleaning, repainting and remodeling the Leased Premises for reletting, moving, and storage charges incurred by Lessor in moving Lessee's property and effects and legal costs and reasonable attorneys' fees incurred by Lessor in any proceedings resulting from the Lessee's default, collecting any damages hereunder, obtaining possession of the Leased Premises by summary process or otherwise or reletting the Leased Premises, or the enforcement or declaration of any of the rights or remedies of Lessor or obligations of Lessee, whether arising under this Lease or granted, permitted or imposed by law or otherwise.

(c) In the event that any court or governmental authority shall limit any amount which Lessor may be entitled to recover under this Lease, Lessor shall be entitled to recover the maximum amount permitted under law. Nothing in this Section or this Lease shall be deemed to limit Lessor's recovery from Lessee of the maximum amount permitted under law or of any other sums or damages which Lessor may be entitled to so recover in addition to the damages set forth herein.

(d) Notwithstanding anything to the contrary in this lease, BEA agrees that (i) NCOESC is not a necessary party to any action brought by Landlord to enforce the terms and conditions of this Lease including, but not limited to, the remedies described in this Section 19; and

(ii) BEA further agrees that Landlord may bring any claim arising out of relating to this Lease against BEA and BEA will not raise as a defense Landlord's failure to name NCOESC as a party to any such action.

20. REMEDIES:

No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as the occasion may rise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

The rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Lessor to declare the term hereby granted ended and to terminate this Lease as herein provided because of any default in or breach of any of the covenants, provisions or conditions of this Lease.

21. LAWS, ORDERS:

Lessee shall comply at its cost and expense with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction or recommendation of any public officer and officers, pursuant to law, or any reasonable request of any insurance company carrying any insurance on the Leased Premises, and any insurance inspection or rating bureau, which shall impose any duty upon Lessor or Lessee with respect to the Leased Premises, or the use or occupation thereof, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same. If, during the term of this Lease or any extension thereof, any law, regulation or rule requires that an alteration, repair, addition or other change of a permanent nature, whether structural or otherwise, be made to the Leased Premises, such work is to be done at Lessee's expense.

22. QUIET POSSESSION:

Lessor agrees with Lessee that Lessee, paying the rents and observing and keeping the covenants of this Lease on Lessee's part to be kept, shall lawfully, peaceably, and quietly hold, occupy and enjoy the Leased Premises during said term without any let, hindrance, ejectment, or molestation by Lessor or by any person or persons lawfully claiming under it.

23. ENTIRE AGREEMENT:

This Lease constitutes the entire agreement between the parties and supersedes any and all other agreements between them relating to the Leased Premises.

24. WAIVER:

No provision of this Lease shall be altered, waived, amended or extended, except in writing signed by both parties. Lessor shall not be considered to have waived any of the rights, covenants or conditions unless evidenced by its written waiver; and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of rent, or a part thereof, shall not be construed to be a waiver of any breach or condition of this Lease.

25. SUCCESSORS AND ASSIGNS:

Subject to Section 12 hereof, this Lease and all of its terms, covenants, and provisions shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

26. NOTICE:

Any notice, demand or request required or permitted to be given under the provisions of this Lease shall be in writing, including by facsimile, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch) and shall be addressed to the following addresses, or to such other address as any party may request, in the case of Lessor, by notifying Lessee, and in the case of Lessee, by notifying Lessor:

To Lessor:	Obermiller LLC Attention: Dana Cowardin 2812 Pickwick Road Columbus, Ohio 43221 Phone: 614-271-8694
To Lessee:	Berwyn East Academy Attention: President of Board of Directors 1850 Bostwick Road, Columbus, Ohio 43227 Phone: North Central Ohio Educational Center Attention: Superintendent 928 West Market Street, Suite A Tiffin, Ohio 44883

With a copy to: Amy J. Borman, Esq.
Eastman & Smith Ltd.
100 East Broad Street, Suite 2100
Columbus, Ohio 43215
Phone: 614-564-1449

and

Thomas C. Holmes, Esq.
Pepple & Waggoner, Ltd.
Crown Centre Building
5005 Rockside Road, Suite 260
Cleveland, Ohio 44131-6808

27. BROKERS:

Lessee represents and warrants to Lessor that Lessee has not employed the services of a real estate broker in connection with this transaction.

28. GOVERNING LAWS:

This Lease shall be interpreted under the laws of the State of Ohio, and the parties hereby consent to service of process, personal jurisdiction and venue in the courts of general jurisdiction of Franklin County, Ohio, and any federal court with concurrent jurisdiction.

29. RELATIONSHIP OF PARTIES:

At all times during this Lease, the school operated by Lessee shall be an independent school. Neither Lessee nor the school operated by Lessee are, or shall be construed to be affiliated with, supported by or under the control of Lessor. Employees of Lessee and the school are not, and shall not be construed by any third party to be, employed by, or under the direction and control of Lessor. Lessor and Lessee agree that the relationship between them is that of landlord and tenant. Nothing herein contained shall be considered as in any way constituting a partnership or joint venture between Lessor and Lessee, and the Lessee shall not in any way hold itself out to be an agent of or affiliated with Lessor in any way other than as its tenant, and Lessee shall have no power or authority to bind Lessor or to act on its behalf. Lessee shall not purchase any goods or property or incur any debt of any nature whatsoever on the credit of Lessor. In soliciting contributions, whether monetary or otherwise, for its support, Lessee shall not in any manner use the name of Lessor, or imply any affiliation with Lessor.

30. EXCULPATION:

Lessee acknowledges and agrees that the liability of Lessor under this Lease shall be limited to Lessor's interest in the Leased Premises, and any judgments rendered against Lessor shall be satisfied solely out of the proceeds of sale of its interest in the Leased Premises which have been received by Lessor. No personal judgment shall lie against Lessor upon extinguishment of its rights in the Leased Premises and any judgments so rendered shall not give rise to any right of execution or levy against Lessor's other assets. The provisions hereof shall inure to Lessor's successors and assigns. The foregoing provisions are not designed to relieve Lessor from the performance of any of

Lessor's obligations under this Lease, but only to limit the personal liability of Lessor in case of recovery of a judgment against Lessor.

31. LESSEE'S ENVIRONMENTAL COVENANTS:

(a) Lessee covenants and agrees that during the term of this Lease and any extension thereof, neither Lessee nor any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees shall cause any Hazardous Material to be brought upon, kept, or used in, on, or about the Leased Premises, or transported to or from the Leased Premises other than Hazardous Materials used in the usual and customary operation and programming of a public school and then only in a manner consistent with applicable law. Any request by Lessee for Lessor's consent shall also document and evidence to Lessor's satisfaction that the Hazardous Material: (1) is necessary or useful to Lessee's use of the Leased Premises; (2) would be used, kept, stored, and disposed of in a manner that fully complies with all laws, rules, statutes, ordinances, orders, requirements, or policies of any governmental agency or authority or any fire insurance underwriters applicable to any such Hazardous Material (collectively "Hazardous Material Laws"); and (3) would not substantially increase the risk of fire or other casualty to the Leased Premises. Lessee covenants and agrees that to the extent Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees shall cause any Hazardous Material to be kept, used, or present in, on, or about the Leased Premises, Lessee shall ensure that such Hazardous Material is in full compliance with Hazardous Material Laws. If Lessee breaches any of its obligations contained in this Section, or if any act or omission of Lessee or any of its agents, employees, contractors, invitees, assignees, or sublessees causes any Hazardous Material to be discharged or released from, on, or in the Leased Premises or any adjoining property, then Lessee shall indemnify Lessor against and hold Lessor harmless from, any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses, and expenses (including, without limitation, attorneys' fees, consultant fees, and expert fees) arising during or after the term of this Lease as a result of that breach or that discharge or release. This indemnification includes, without limitation, costs incurred in connection with the investigation of site conditions or any cleanup, repair, removal, or detoxification work required by any federal, state, or local governmental agency or political subdivision. Without limiting the foregoing, if the presence of any Hazardous Material from, on or in the Leased Premises caused by Lessee or any of Lessee's agents, employees, contractors, invitees, assignees, or sublessees results in any discharge or release of Hazardous Material from, in, or on the Leased Premises or any portion of Leased Premises, Lessee shall promptly take all actions, at its sole expense, as necessary or appropriate to return the Leased Premises to the condition existing before that discharge or release; provided, however, Lessee shall first obtain Lessor's prior approval, including, without limitation, approval of any contractors Lessee proposes to hire to perform the remedial work.

(b) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Ohio, or the United States government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321; (ii) defined as a "hazardous waste" pursuant to section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903) and any other applicable state or local law or regulation; (iii) defined as a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq; (iv) crude oil, petroleum and fractions or

distillates thereof; or (v) any infectious waste or medical waste as defined by any applicable federal or state laws or regulations.

(c) Throughout the duration of the term of this Lease, Lessee shall supply (promptly upon receipt thereof) to Lessor a copy of any notice, order, directive, claim or other documentation delivered to, served upon or received by Lessee or its agents from any governmental authority, entity or third party regarding any violation or potential violation of local, state or federal environmental laws or regulations affecting the Leased Premises or Lessee's operations thereon.

32. MISCELLANEOUS:

(a) Delays and Inability to Perform. In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of Lessor, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, Lessee shall not be relieve of its obligation to pay rent as provided in Section 3 above.

(b) Memorandum of Lease. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Memorandum of Lease for recording, containing the names of the parties, their addresses, the legal description, the Commencement Date, the Termination Date and the term of the Lease.

(c) Corporate Execution. The person executing this Lease on behalf of Lessee hereby covenants and warrants relative to Lessee that: Lessee is a duly constituted non-profit corporation in good standing under the laws of the State of Ohio; all franchise taxes have been paid to date; all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and such person is duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

The person executing this Lease on behalf of Lessor hereby covenants and warrants relative to Lessor that: Lessor is a duly organized Ohio limited liability company, whose Articles of Organization are in full force and effect under the laws of the State of Ohio and such person is duly authorized by the governing body of Lessor to execute and deliver this Lease on behalf of the Lessor.

(d) Counterparts. This Lease may be executed in several counterparts, including faxed counterparts, each of which shall be deemed an original.

(e) [Reserved.]

(f) Headings. The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be construed as a part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

(g) Survival of Obligations. All obligations of Lessee hereunder not fully performed as of the expiration or earlier termination of the term of this Lease shall survive the expiration or earlier termination of the term hereof.

(h) Independent Covenants. Lessee's covenants to pay rent and other sums due hereunder are independent of Lessor's covenants hereunder and Lessee shall have no right to withhold or set off any such payments on account of any alleged failure by Lessor to perform or comply with any of Lessor's covenants.

(i) "Lessor" means Owner. Anything in this Lease to the contrary notwithstanding, the term "Lessor" shall be limited to mean and include only the then owner of the Leased Premises, or tenant under any underlying or ground lease of the Leased Premises, and not any predecessor owner or tenant.

(j) Landlord's Lien. Lessee agrees that for the rents and other charges to be paid by said Lessee, a lien is hereby granted to Lessor upon the Leased Premises, and the interest of said Lessee in and to the same and, in case of default, upon the property and chattels therein, prior and preferable to any and all other liens thereupon whatsoever.

(k) Lease Effective on Execution. Submission of this instrument for examination or signature by Lessee does not constitute a reservation of or option for lease and it is not effective as a lease or otherwise until execution and delivery by both Lessor and Lessee.

(l) Time of the Essence. Time is of the essence in this Lease.

33. SECURITY DEPOSIT:

On or before October 1, 2013, Lessee shall pay to Lessor a security deposit in the amount of one month's rent (the "Security Deposit"), as security for the performance of Lessee's obligations hereunder, including the payment of all rent. In the event of a default by Lessee, Lessor at its option may apply such part of the Security Deposit as may be necessary to cure the default, and if Lessor does so, Lessee shall, within five (5) days after receipt of demand therefore, redeposit with Lessor an amount equal to that so applied so that Lessor will have the full Security Deposit on hand at all times during the term of this Lease and any extension thereof. Upon the termination of this Lease, provided Lessee is not in default hereunder, Lessor shall refund to Lessee any then remaining balance of the Security Deposit, without interest. In the event of a sale or leasing of the land and building of which the Leased Premises form a part, Lessor shall have the right to transfer the Security Deposit to the vendee or lessee and Lessor shall thereupon be released by Lessee from all liability for the return of the Security Deposit; and Lessee agrees to look solely to the new landlord for the return of the Security Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

34. RENEWAL RIGHT:

Provided Lessee is not then in default of any of the terms and conditions of this Lease, Lessee shall have the right and privilege to renew this Lease for one (1) further period of three (3) years, to commence on the day following the expiration of the Initial Term, upon the same terms and conditions as herein contained, except that the rent shall be as set forth below. In order to exercise

such renewal option, Lessor must receive written notice of Lessee's election to exercise the option at least 180 days prior to the expiration of the Initial Term, time being of the essence. During the renewal term, Lessor shall have no obligation to make any alterations to the Leased Premises. During each year of each of the renewal term, the rent set forth in Section 3 above shall be increased by three percent over the rent due during the immediately prior year.

35. SUBORDINATION AND ESTOPPEL:

This Lease is and shall be subject and subordinate to any and all mortgages covering the fee of the Leased Premises now existing or hereafter made by Lessor and to all advances made or to be made thereon and to all renewals, modifications, consolidations, replacements, or extensions thereof, and the lien of any such mortgage or mortgages shall be superior to all rights hereby or hereunder vested in Lessee, to the full extent of the principal sums secured thereby and interest thereon. This provision shall be self-operative and no further instrument of subordination shall be necessary to effectuate such subordination, and the recording of any such mortgage shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording. In confirmation of such subordination, Lessee shall on request execute promptly any certificate that Lessor may request and Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such certificate or certificates on behalf of Lessee in the event Lessee fails to do so after ten (10) days' notice in writing to Lessee. Lessee, upon request of Lessor or any holders of a mortgage against the fee, shall from time to time deliver or cause to be delivered to Lessor or such mortgagee, within ten (10) days from date of demand, a certificate duly executed and acknowledged in form for recording, without charge, certifying, if true, that this Lease is valid and subsisting and in full force and effect and that Lessor is not in default under any of the terms of this Lease.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

EXECUTED as of the day and year first above written.

LESSEE:

BERWYN EAST ACADEMY

By: David W. Dittmars
Name: DAVID W. DITMARS
Title: GA President

LESSOR:

OBERMILLER LLC

By: Dana Cowardin
Name: DANA COWARDIN
Title: OWNER

NORTH CENTRAL OHIO EDUCATIONAL
SERVICE CENTER

By: James Kahoski
Name: JAMES KAHOSKI
Title: Superintendent/CEO

By: Deborah I Husk
Name: Deborah Husk
Title: Administrative Assistant

Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Agreement.

- 28. Headings. The headings used in this Agreement are for convenience the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.
- 29. Successors. The provisions of this Agreement shall extend to and be binding upon Landlords and Tenant and their respective legal representatives, successors and assigns.
- 30. Surrender. Tenant will, upon termination of the Lease, surrender the Leased Premises to BEA in a clean condition and in as good order and state of repair, the same or better than existed before the commencement of this Agreement, excepting reasonable wear and tear.
- 31. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
- 32. Authority to Sign and Execute this Lease. Tenant and Landlords agree to and certify that the undersigned persons who will sign and execute this Agreement on behalf of each, have the authority and permission to do so.

TENANT: YOUTH EXPOSITION DANCE THEATER
DHA DAILY BREAD ACADEMIC EXCELLENCE MINISTRY

Signature: [Handwritten Signature]
Printed Name: Juana Barber 6/14/16

LANDLORD: BERWYN EAST ACADEMY
By: [Handwritten Signature]
Title: Vice President
Printed Name: Dan Binman

LANDLORD: NORTH CENTRAL OHIO EDUCATIONAL SERVICE CENTER
By: [Handwritten Signature]
Title: Supt/CEO
Printed Name: JAMES LAHOREL
AND
By: [Handwritten Signature]
Title: Director of Community Schools
Printed Name: Krista Gerhart

CONSENTED TO BY OWNER: OBERMILLER, LLC
By: [Handwritten Signature]
Title: owner
Printed Name: DANA COWARDIN

ATTACHMENT 6.3

Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the Contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (See OAC 3301-102-02)
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program
- H. Any College Career Plus Program
- I. Blended Learning Program (if any), including:
 - (1) A description of what blended learning models will be used;
 - (2) A description of how student instructional needs will be determined and documented;
 - (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level,
 - (4) The School’s attendance requirements; and
 - (5) A statement describing how student progress will be monitored.

ATTACHMENT 6.4

- Performance Standards (including applicable state report card measures)
- Testing and Assessments
- Goals
- Initial and Yearly Performance Benchmarking

Academic Assessment & Accountability

The North Central Ohio Educational Service Center (NCOESC) will utilize the National Association of Charter School Authorizer's (NACSA's) Core Academic Performance Framework to guide its academic monitoring of the schools that it sponsors. The framework components include:

1. Indicator – general category of academic performance, i.e., student achievement
2. Measure – general means to evaluate the indicator, i.e., state assessment
3. Metric – method of quantifying a measure, i.e., percentage of students proficient on state assessment
4. Target – threshold for meeting specific measure, i.e., state cut-off for meeting proficiency or higher
5. Rating – assignment of school's performance into one of four categories based on how school performs against the target, i.e., exceeds, meets, does not meet or falls far below standard

We will utilize the graded measures available on Ohio's State Report Card each year. As additional measures are added from year to year, we will also utilize the performance framework in those areas. The Graded Measures are:

- Performance Index (PI) - Measures achievement of every student
- Indicators Met- Measures whether student performance met established thresholds on state tests
- Value-Added- Measures the growth students make based on past performance
- K-3 Literacy (Elementary Only) - Measures reading improvement in grades K - 3
- Annual Measurable Objectives (AMOs)- Measures how well schools are meeting performance expectations for our most vulnerable students in English language arts, math, & graduation
- Prepared for Success (HS only) – Measures how prepared are students for the future using six college and career readiness measures as follows: College entrance exam, Honors Diploma, Industry- recognized credentials, Advanced Placement, International Baccalaureate testes, College Credit Plus
- 4 Year Graduation Rate – Measures the percentage of students who graduate within four years of entering ninth grade for the first time
- 5 Year Graduation Rate – Measures the percentage of students who graduation within

five years of entering ninth grade for the first time

- 6 Year- 8 Year Graduation Rate (Drop out recovery schools only) – Measures the percentage of students who graduate within six, seven, and eight years of entering ninth grade for the first time

The inclusion of the measures will be based on the school's annual report card release from the Ohio Department of Education.

The NCOESC will rate each of these areas as – (Percentages for each letter grade vary based on component metrics identified by the Ohio Department of Education).

- Exceeding Standard – Determined by Overall Progress Grade of A
- Meets Standard – Determined by Overall Progress Grade of B or C
- Does Not Meet Standard – Determined by Overall Progress Grade of D
- Falls Far Below Standard – Determined by Overall Progress Grade of F

School and Sponsor may agree to include additional Progress and/or Achievement measures using data from standardized assessments (i.e., MAP, STAR) and/or other District specific metrics. These will be used to assist in monitoring accountability, especially if there are areas that were not rated on the report card.

The report card grades are used by the State to determine levels of support in the Ohio Improvement Process* (OIP). If the school receives any correspondence from ODE listing the school as assigned in an OIP tier of priority, focus, alert or low-performing, the ESC will support that vetted accountability system and the following will be expected:

1. The Sponsor will be notified immediately. Correspondence from ODE is directly sent to the superintendent of the school.
2. The Sponsor will be copied in on all correspondence and requirements that the school sends related to OIP as well as the school's ODE submissions in the process.
3. The Sponsor will be notified of and invited to all meetings related to the OIP, such as building team meetings.
4. Communication occurring with any SST or support facilitators that are assigned to the school will occur consistently and in a timely fashion.

5. Completion of all required documentation as assigned by ODE will be completed and submitted on time and the OIP will be followed with fidelity.

*If assigned to OIP – we will monitor and use that process as the supported intervention for the schools that we sponsor. If a school is not assigned to the OIP by ODE, but has issues related to academic accountability and is consistently low-performing in areas that result in a concern to the Sponsor, intervention and support will be assigned specifically by the needs of the school and a plan will be outlined – which could include, but not limited to:

- Required participation in the Differentiated Accountability/Ohio Improvement Process assigned by the Sponsor – even if not yet assigned by ODE
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in contract length, non-renewal, suspension, and /or termination if no growth occurs over the course of the life of the contract.

The rating system described earlier is subject to change if any legislative revision occurs or a new expected accountability standard is issued to Sponsors by the State. As future graded measures are added to the report card over the course of a contract's life, it will be assumed that the school will be rated on those measures throughout the life of the contract with that specific measure language being added at renewal time. If needed, the NCOESC will amend and update the accountability portion of the contract if the legal requirements of monitoring change after the contract have been approved by both governing authorities.

Sponsor's Monitoring of Assessments and Goals shall include, but not be limited to, the following:

1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses, or corrective action plans concerning a specific area or areas causing the drop in ranking.
2. If the School drops two or more ranking levels in Ohio Report Card standing, or drops to the lowest report card ranking, the Sponsor may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the

administration or Governing Authority to identify issues, or any other means of inducing academic improvement.

The above monitoring is not a pre-condition to any disciplinary process allowed by law, is not a mandatory Sponsor responsibility, and is in addition to any and all disciplinary procedures allowed by law.

Berwyn East Academy Education Plan

1. Mission:

Our understanding of our universe is expressed and communicated through the disciplines of arts and science. As such, each method of expression –language, art, music, mathematics, and science- has its rules and techniques for effectively communicating and describing concepts, which are the bridges over which one generation transmits its culture to the next.

Thus, the mission of the Berwyn East Academy is as follows:

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

2. Student Characteristics:

Berwyn East Academy will welcome all students between the minimum age required for kindergarten by law and the eighth grade, generally age fourteen. The school will not target any special sub-group of students.

3. Curriculum Focus:

The educational model of the school is focused on Direct Instruction and Standards Based Learning with the understanding of depth of knowledge and an emphasis on rigor, relevance and relationships.

The Berwyn East Academy will attempt to unite and balance all subjects-reading, language arts, mathematics, social studies, science, art, physical education and music-by teaching each as a method to express ideas with standard rules and classical examples for study in each area.

And further, the Berwyn East Academy believes that:

- All children can learn.
- Teaching has not occurred until students have learned.
- Children do not fail, although teachers may fail children.
- Children who have failed have in common teaching that has failed.
- The prerequisite for learning to occur is an orderly disciplined environment.
- Schools should emphasize positive goals and virtues and teach these as academic subjects.

4. Curriculum:

Berwyn East Academy will use Direct Instruction (DI) as the cornerstone of its teaching method and curriculum. Direct Instruction has been proven in numerous schools to dramatically improve learning over other teaching methodologies for a wide range of learners from gifted to at-risk students. DI refers to a set of instructional techniques developed by Siegfried Engelmann and other education researchers working with him. These methods compose the

Materials:

▪ SRA McGraw-Hill publishes a series of reading (Reading Mastery-six levels) and math (Connecting Math Concepts-six levels) and several levels of a language series, spelling and writing. Standards based curriculum and materials will also be utilized to ensure mastery of the Ohio Learning Standards.

6. Technology:

Berwyn East Academy will utilize technology to the fullest as available funding permits. Ultimately, each classroom will have a multi-media computer and computer projector with sound system. Each classroom will be networked to a central server or "electronic library". Teaching aids, reference materials, art examples, music, and other teaching materials can be instantly called up for immediate presentation to the students.

The school will also:

- Maintain an administrative server on site.
- Provide a website that contains up-to-date information on school activities.
- Provide parents access to student progress information and other communications from the teacher via email and the website.
- Provide a web-based student information system which will be a real-time management tool for faculty, staff and parents to access relevant information at any time.
- Provide computers in labs or in the classroom for student learning activities as funding permits.

7. Exit Goals:

Berwyn East Academy's general goal for all students is to accelerate their learning. Specifically,

- On the Ohio Assessment Tests-to meet or exceed the state standard for the passing percentage for students and sub groups.
- On a nationally normed achievement test, such as the Terra Nova or Stanford 10, show expected growth between testing given in the fall and again in the spring of each year.
- Meet the requirements of the state and federal measure of Annual Yearly Progress and the Ohio Value-Added measure.
- Show appropriate progress of students in the rate and accuracy measures of basic reading and math skills locally collected and analyzed.
- Have all instructional groups progress at the proper rate while maintaining learning mastery.
- Have all academic groups complete at least one academic program (one year's growth) in each of the Direct Instruction programs.

instructional groups, especially for reading and language, will normally consist of no more than twelve students.

- As the curriculum will include physical education, music, art and possibly foreign language classes, qualified teaching personnel will be hired for these positions as funding permits.

11. Classroom-based and Non-classroom based Learning Opportunities:

As the school will be composed of primary and middle school grades the emphasis in the academic programming will be on classroom-based learning opportunities. Beyond basic skill areas of reading, language and mathematics, such subjects as physical education, music and a foreign language will become available funding permitted. However, as appropriate and in conjunction with the goals of the academic programs, non-classroom-based learning opportunities will be scheduled. These may include but not limited to field trips to various places of interest in the general Columbus Metropolitan area.

12. Annual School Calendar:

The school calendar will be similar to that of the Columbus Public Schools, because the Columbus district’s policy has been to transport students only on their schedule unless the school wishes to pay the Columbus district for special arrangements. If students do not depend on the Columbus district for transportation, other schedule may be considered by the governing authority.

13. Testing

The principal or his/her designee will serve as the School coordinator for Statewide assessments, and is responsible for distributing, collecting and securing (in a locked cabinet or closet) all testing materials while they are in the School, and appointing specific staff members to serve as test examiners. Berwyn East Academy will administer all statewide test required by the Ohio Department of Education. Berwyn East Academy will also adhere to the Ohio Department of Education’s guideline for testing students with an IEP. Students will be given the following assessments:

GRADES 3-8

	English language arts	Mathematics	Science	Social Studies
Grade 3	✓	✓		
Grade 4	✓	✓		✓
Grade 5	✓	✓	✓	
Grade 6	✓	✓		✓

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- Performance Standards (including applicable state report card measures)
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- 6 Year- 8 Year Graduation Rate (Drop out recovery schools only) – Measures the percentage of students who graduate within six, seven, and eight years of entering ninth grade for the first time

The inclusion of the measures will be based on the school's annual report card release from the Ohio Department of Education.

The NCOESC will rate each of these areas as – (Percentages for each letter grade vary based on component metrics identified by the Ohio Department of Education).

- Exceeding Standard – Determined by Overall Progress Grade of A
- Meets Standard – Determined by Overall Progress Grade of B or C
- Does Not Meet Standard – Determined by Overall Progress Grade of D
- Falls Far Below Standard – Determined by Overall Progress Grade of F

School and Sponsor may agree to include additional Progress and/or Achievement measures using data from standardized assessments (i.e., MAP, STAR) and/or other District specific metrics. These will be used to assist in monitoring accountability, especially if there are areas that were not rated on the report card.

The report card grades are used by the State to determine levels of support in the Ohio Improvement Process* (OIP). If the school receives any correspondence from ODE listing the school as assigned in an OIP tier of priority, focus, alert or low-performing, the ESC will support that vetted accountability system and the following will be expected:

1. The Sponsor will be notified immediately. Correspondence from ODE is directly sent to the superintendent of the school.
2. The Sponsor will be copied in on all correspondence and requirements that the school sends related to OIP as well as the school's ODE submissions in the process.
3. The Sponsor will be notified of and invited to all meetings related to the OIP, such as building team meetings.
4. Communication occurring with any SST or support facilitators that are assigned to the school will occur consistently and in a timely fashion.

5. Completion of all required documentation as assigned by ODE will be completed and submitted on time and the OIP will be followed with fidelity.

*If assigned to OIP – we will monitor and use that process as the supported intervention for the schools that we sponsor. If a school is not assigned to the OIP by ODE, but has issues related to academic accountability and is consistently low-performing in areas that result in a concern to the Sponsor, intervention and support will be assigned specifically by the needs of the school and a plan will be outlined – which could include, but not limited to:

- Required participation in the Differentiated Accountability/Ohio Improvement Process assigned by the Sponsor – even if not yet assigned by ODE
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in contract length, non-renewal, suspension, and /or termination if no growth occurs over the course of the life of the contract.

The rating system described earlier is subject to change if any legislative revision occurs or a new expected accountability standard is issued to Sponsors by the State. As future graded measures are added to the report card over the course of a contract's life, it will be assumed that the school will be rated on those measures throughout the life of the contract with that specific measure language being added at renewal time. If needed, the NCOESC will amend and update the accountability portion of the contract if the legal requirements of monitoring change after the contract have been approved by both governing authorities.

Sponsor's Monitoring of Assessments and Goals shall include, but not be limited to, the following:

1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses, or corrective action plans concerning a specific area or areas causing the drop in ranking.
2. If the School drops two or more ranking levels in Ohio Report Card standing, or drops to the lowest report card ranking, the Sponsor may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the

administration or Governing Authority to identify issues, or any other means of inducing academic improvement.

The above monitoring is not a pre-condition to any disciplinary process allowed by law, is not a mandatory Sponsor responsibility, and is in addition to any and all disciplinary procedures allowed by law.

ATTACHMENT 6.5

- Commitment to Racial and Ethnic Balance
 - Plan to Achieve and Continue
-

2016 - 2017 Report Card for Berwyn East Academy



Principal: Shannan J. Jones
Address: 1850 Bostwick Rd
 Columbus OH 43227-3374

Phone: (614) 564-9548
**Career Technical
 Planning District:**

Directory information current as of the 2016-2017 Report Card publication date.

Your School's Students

**Average
 Daily
 Enrollment:**

159

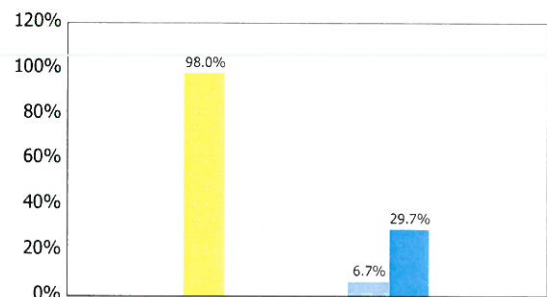
**Number of
 Limited English
 Proficiency
 Students
 Excluded from
 Accountability
 Calculations:**

--

Enrollment by Subgroup

	Enrollment #	Enrollment %
Am. Indian / Alaskan Native	NC	
Asian or Pacific Islander	NC	
Black, Non-Hispanic	156	98.0%
Hispanic	NC	
Multiracial	NC	
White, Non-Hispanic	NC	
Students with Disabilities	11	6.7%
Economically Disadvantaged	47	29.7%
Limited English Proficiency	NC	
Migrant	NC	

NC = Not Calculated because there are fewer than 10 in the group



State and federal law require an annual assessment of Limited English Proficient (LEP) students to measure their English language proficiency. The Ohio English Language Proficiency Assessment (OELPA) is the assessment used in Ohio to gauge LEP students' growth in learning English. For information about your district's OELPA results, see the Department of Education's web site at <http://education.ohio.gov>.

**RACIAL/ETHNIC/NATIONAL ORIGIN HARASSMENT AND
DISCRIMINATION POLICY COVERING STUDENTS**

Each student has a responsibility to maintain an educational environment free from harassment. Harassment or offensive conduct at the School or School related functions is prohibited.

No student shall, on the basis of his or her race, ethnicity, or national origin be denied equal access to programs, activities, services or benefits, or be limited in the exercise of any educational right, privilege, advantage or opportunity.

No person shall be disadvantaged or treated unfairly by the Governing Authority or any of its personnel or students on the basis of race, ethnicity, or national origin, whether intentionally or otherwise, in any activity at any level of the operations of the School.

Racial/Ethnic/National Origin Harassment

Racial/ethnic/national origin harassment may be any behavior, verbal or physical, which is imposed by an employee or student on a student because of race, national origin, or ethnic background, which is intimidating, offensive, abusive, threatening or unwelcomed and which causes or contributes to a racially/ethnically/national origin based hostile environment.

Such a hostile environment exists when acts of harassment are sufficiently numerous, severe, or pervasive to impair or alter an individual's school environment. The existence of a hostile environment is to be judged from the viewpoint of a reasonable person in the victim's situation under all of the existing circumstances.

Such harassment may include, but is not limited to:

1. Racial/ethnic/national origin oriented verbal kidding or demeaning racial/ethnic innuendos, teasing, jokes or remarks of a racial/ethnic nature.
2. Writing graffiti and/or slogans depicting racial/ethnic slurs or racially/ethnically derogatory sentiments.
3. Racial/ethnic/national origin motivated intimidation and/or physical violence or threats of physical violence.

Racial/Ethnic/National Origin Discrimination

It is unlawful to discriminate against a student because of his/her race, ethnicity, or national origin.

Investigation of Harassment and/or Discrimination

In order to prevent, deter or correct such a hostile environment or concern about such discrimination, it is the responsibility of the administrative personnel to investigate any charges of racial/ethnic/national origin harassment or discrimination when brought to their attention and take appropriate corrective action.

1. Complaint Procedure

- a. The student desiring to file a harassment/discrimination complaint must present the complaint, in writing, to the Title VI Coordinator. If the student verbally complains to a staff member regarding such harassment, the staff member is required to report the complaint to the Coordinator. The Coordinator or his/her designee shall investigate the matter unless otherwise designated by the Governing Authority.
- b. If the Coordinator is the employee alleged to have engaged in the harassment/discrimination, the complaint shall be sent directly to the Governing Authority. The Coordinator will either conduct the investigation set out below, or appoint an investigator in his/her place.
- c. The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the School's legal obligation and with the necessity to investigate allegations of misconduct and take corrective action when this conduct has occurred.

2. Investigation

- a. The investigator should remember that the investigation requires a balancing of the accused's rights, the complainant's right to an environment free of harassment/discrimination, and the Governing Authority's interest in a prompt and fair investigation.
- b. The investigator shall meet with the complainant within a reasonable period of time from the time of making the complaint. However, the investigator is urged to meet with the complainant as soon as possible.
- c. Following the meeting with the complainant, the investigator shall conduct an investigation to determine if harassment/discrimination has occurred. The investigation shall include a conference with the accused and the complainant, as well as any and all other methods which are considered necessary to determine whether harassment/discrimination has occurred.

3. Post-Investigation Procedures

- a. Upon conclusion of the investigation, the investigator shall issue a written report. Although the facts and circumstances of a particular investigation may require an investigation to continue beyond forty-five (45) school days, it is recommended that the investigation and a report of the findings be completed within that time frame. The report shall include a determination of whether the accused was found to have engaged in harassment/discrimination, was found not to have engaged in harassment/discrimination, or whether the investigation was inconclusive. The report shall be issued to the complainant or to the complainant's parents. A copy of the report shall also be sent to the Superintendent or his/her designee.
- b. A finding of no harassment/discrimination or inconclusive evidence shall end the investigation.
- c. If harassment/discrimination is found to have occurred, the investigator shall recommend what steps are necessary to ensure that the harassment/discrimination is eliminated for the victim and other individuals affected by the harassment/discrimination and to correct its discriminatory effects on the complainant and others, if appropriate.

4. Discipline

If harassment/discrimination is found to have occurred, the person who engaged in such harassment/discrimination may be disciplined, up to and including suspension or expulsion of students. The discipline must be reasonably calculated to end the harassment/discrimination, up to and including suspension or expulsion of students. Any discipline must include a directive that the student or employee not engage in such harassment/discrimination in the future.

The Superintendent shall appoint the Title VI Coordinator for Non-Discrimination for the School.

School employees will be notified at least annually of their responsibility to report all instances of possible racial/ethnic/national origin discrimination or harassment of which they become aware and to whom such a report shall be made.

It is Governing Authority policy that all reports of such harassment will be thoroughly investigated, and violations of this policy will be treated as serious disciplinary infractions. No student shall be subjected to retaliation for any good faith report of harassment/discrimination or participating in an investigation about harassment/discrimination under this policy. Limited disclosure may be necessary to complete a thorough investigation.

Adopted: _____

ATTACHMENT 6.7

- Suspension, Expulsion, Permanent Exclusion Policies
 - Due Process Procedures
 - Policy for Discipline, Suspension, Expulsion of Disabled Students
-

273 Expulsion and Suspension Policies

The Principal or his/her designee may suspend a student for up to ten (10) school days. The person designated as Superintendent in OEDS-R (hereafter "Superintendent") may expel a student for up to eighty (80) school days, and in some instances, one (1) year. Provided, however, that beginning July 1, 2017, the Principal or Superintendent may not suspend, expel, or remove a student from School solely on the basis of the student's unexcused absences from School.

In the event that, in the opinion of the Principal or his/ her designee, a student's presence at the School creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the School, the student may be removed from the premises without formal suspension or expulsion procedures, with notice and procedures to follow the removal in accordance with R.C. 3313.66.

A student shall be expelled for one (1) year for bringing a firearm to the School or onto school property (any property owned, used, or leased by the School for School, School extracurricular, or School-related events).

A student may also be expelled for a period not to exceed one (1) year for:

1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on school property;
2. bringing a knife to the School, onto school property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant;
3. possessing a firearm or knife at School, on school property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto school property by another person;
4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
5. making a bomb threat to a school building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

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A knife is defined as any cutting instrument consisting of at least one sharp blade.

The specific circumstances under which the Superintendent may modify a one (1) year expulsion could include:

1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;
2. the student was unaware that s/he was possessing a firearm or knife;
3. the student did not understand that the item s/he possessed was considered a firearm or knife;
4. the student brought the item to School as part of an educational activity and did not realize it would be considered a firearm or knife; and
5. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

During the period of suspension, removal, or expulsion, the student may not attend or participate in any School functions without permission from the Principal. The student may enter School facilities only when given permission by Principal or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

While serving an out-of-school suspension, the Board [does or does not] authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services may include completing of curriculum, classroom assignments, tests, and exams; homework packets; individual tutoring; library or online assignments; essay on behavior leading to suspension; and grading of all work.

The Board also authorizes the Principal to suspend a student from any or all co-curricular or extra-curricular activities for misconduct or rules violations. The length of suspension shall be determined by the Principal commensurate with the seriousness of the student's misconduct or rules violations in accordance with the Code of Conduct. Participation in extra-curricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extra-curricular activity are not entitled to notice, hearing, or appeal rights.

If the Principal determines that a student's behavior on a School vehicle violates School rules, s/he may suspend the student from School bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the Principal the option to require a student to perform community service in conjunction with, or in place of, a suspension or expulsion, except when an expulsion is imposed for bringing a firearm to School or onto school property.

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The Board designates the Superintendent or his/her designee as its representative at all hearings regarding the appeal of a suspension, provided the Principal and Superintendent are not the same person. If the Principal and Superintendent are the same person, the Board, a committee of the Board, or _____, an administrator who is not involved in the suspension decision, will hear the appeal of the suspension.

The Board, a committee of the Board, or _____, an administrator who is not the Superintendent and is not involved in the expulsion, will hear the appeal of an expulsion.

The Principal shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in common areas of the School and made available to students and parents upon request.

Due Process Rights

Suspension

The following procedure does not apply to in-school suspensions. The Principal may suspend a student if the following procedure is met:

1. Prior to the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
 - a. The reasons for the intended suspension; and
 - b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
2. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his actions. The student is not entitled to call witnesses at this informal hearing.
3. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the suspension. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee; and

- e. The right to request that the hearing be held in executive session.

If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.

If an out-of-school suspension is imposed during the last ten (10) days of the school year, the suspension will not be carried over into the following school year. However, the Superintendent may require the student to participate in a community service program or another alternative consequence for the number of hours equal to the remaining part of the period of the suspension, during the first full week day of the summer break. If the student fails to complete the community service or alternative consequence, the School may determine the next course of action, provided however, that the School not require the student to serve the remaining time of the out-of-school suspension at the beginning of the following school year. The Principal or his/her designee may develop an appropriate list of alternative consequences.

Expulsion

Only the Superintendent may expel a student. The following procedure is required:

1. Prior to the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian, or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
 - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
2. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
3. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:
 - a. The reasons for the expulsion;

- b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
- c. The right to representation at all appeals;
- d. The right to an appeal hearing before the Board or its designee;
- e. The right to request that the hearing be held in executive session;
- f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion;
- g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers of the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Superintendent is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or the Superintendent's decision.

The Superintendent may apply any remaining part or all of the period of expulsion into the following year.

Prohibition of Corporal Punishment

All teachers, administrators, non-licensed school employees, and school bus drivers are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline upon a pupil attending the School. However, they may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense or for the protection of persons or property.

RC 3313.66-.662; 3313.668; 3321.13(B)(4); 4510.32(B); 20 USC 7961(b)(1)

See **Appendix 273-A** Notice of Intended Suspension from School; **Appendix 273-B** Notice of Emergency Removal and Intent to Suspend from School; **Appendix 273-C** Notice of Suspension from School; **Appendix 273-D** Notice of Rights Re: Suspension from School; **Appendix 273-E** Notice of Intended Expulsion from School; **Appendix 273-F** Notice of Emergency Removal and Intent to Expel from School; **Appendix 273-G** Notice of Expulsion from School;

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Appendix 273-H Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); **Appendix 273-I** Notice of Rights Re: Expulsion from School (for Use for Expulsions of More than 20 School Days Only).

Adopted: Oct 2017

**Berwyn East Academy
1850 Bostwick Rd.
Columbus, OH 43227**

Discipline/Suspension/ Expulsion of Disabled Students

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

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

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

Removals of More than 10 Days - Change of Placement

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

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

Manifestation Determination Review ("MDR")

The School will conduct a MDR to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a student's disability caused,

influenced or otherwise impacted the student's behavior in question. To make this determination, the student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the student's disability.

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

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

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

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

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

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

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

School personnel may remove a student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon (a device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. §812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

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

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

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

Due Process Complaint

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

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

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent.

The School may change the student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or students who may be eligible for IDEA services.

In the case where a student has been placed in an IAES, the student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the parent and school agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request, and the hearing officer must make a determination within 10 school days after the hearing.

10/19/2014

ATTACHMENTS 6.12 and 6.13

- Admissions Procedures
 - At-Risk Definitions, if applicable
 - Attendance Policy (including covenant to maintain written log of daily attendance verified by the applicable teacher(s) and signed by an administrator, and kept in chronological order)
 - Automatic Withdrawal Rule
 - Truancy Policy and Procedure
 - Participation Policy
-

241 Admission and Lottery Standards

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

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

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

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

R.C. 3314.06.

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

Berwyn East Academy
1850 Bostwick Rd.
Columbus, OH 43227

Adopted: Oct 10, 2017

Attendance/Truancy/Withdrawal**General Policy**

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy No. 252 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness such as to prevent attendance at School.
2. Personal mental illness such that the student will not benefit from instruction.
3. Illness in the family if student is age fourteen or older.
4. Quarantine of the home.
5. Death in the family.
6. Observance of religious holidays.
7. Court subpoena.
8. Necessary work at home due to absence of parents/guardians.
9. Instruction at home from a person qualified to teach the branches of education in which instruction is required.
10. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
11. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extra-curricular activity, the School shall count that absence as an excused absence, up to a maximum of 4 days per school year. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for 4 or more consecutive school days, classroom teachers must

accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

Upon return to School, the student must provide to the School a written statement from a parent of the cause for absence, or the absence will be considered unexcused. The Principal or his/her designee reserves the right to verify such statements and to investigate the cause of each individual absence.

Withdrawal

A student who fails to participate in one hundred five consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness shall be grounds for disciplinary action in accordance with Policy No. 271 Student Code of Conduct.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

Truancy

A student is habitually truant if the student is absent without a legitimate excuse for five (5) or more consecutive School days, for seven (7) or more School days in one (1) month, or twelve (12) or more School days in one (1) School year.

A student is chronically truant if the student is absent without a legitimate excuse for seven (7) or more consecutive School days, for ten (10) or more School days in one (1) month, or fifteen (15) or more School days in one (1) year.

Legitimate excuses for the absence of a student otherwise habitually or chronically truant include but are not limited to:

1. the student was enrolled in another school;
2. the student's absence was excused in accordance with applicable law or policy; or,

3. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the Board authorizes the Principal or his/her designee to inform the student and his/her parents of the truancy record and the Board's intent to notify the Judge of the Juvenile Court of the student's excessive truancy.

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

R.C. §3321.01; §3314.03(A)(6); §3321.13-191.

See also Policy No. 271 Student Code of Conduct.

May 2014



BERWYN EAST
Academy

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

TO THE PARENT OF:

DATE:

Re: Excessive Absence Letter

Dear

This letter is sent explaining the need for your child to be in school every day and your responsibility as a parent to ensure that your child is in attendance every day.

Per Ohio Law, House Bill 410, _____ is considered excessively absent.

Ohio House Bill 410 defines excessive absences as when a student is absent thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in one school year with or without a legitimate excuse. Excessive Absences and Truancy Fast Facts for Families is enclosed for your reference.

Please see the attached form with your child's absence dates and hours.

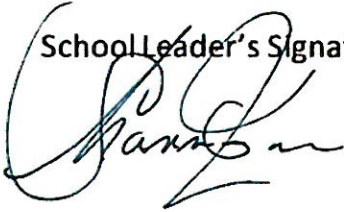
It is our goal, and we hope it is yours, that _____ is in school everyday so that an appropriate education may be provided. If you have any questions, please feel free to contact the school office at 614-564-9548.

Sincerely,

Amber Butler
Office Manager

Berwyn East Academy commits to maintaining attendance records for students with fidelity and integrity, reporting to data bases and the community school sponsor as requested and required by state law.

School Leader's Signature

A handwritten signature in black ink, appearing to be "K. L. ...", written over the printed text "School Leader's Signature".

ATTACHMENT 7.2(h)

REPORTING REQUIREMENTS (not exhaustive)

- Current roster of staff by position
- Criminal background checks (FBI and BCI&I)
- Certificates (copy) for all teachers and aides
- Information on “highly qualified” status of teacher
- Current roster of students – identify regular and special education, §504 plans, and English language learners
- Current roster of Governing Authority members – including names, addresses (home or work), email mail addresses, and home and work telephone numbers
- Current roster of all staff with contact information and salaries or compensation
- Schedule of Governing Authority meetings – dates, times, and places
- Notice of all regular, special, or emergency Governing Authority meetings
- Copies of all approved and signed Governing Authority minutes (after every meeting)
- School calendar
- Lease/rental agreement/deed
- Building inspection certificates – fire and health department inspections/building permits/Certificate of Occupancy
- Current School environment report (Health Dept.). Any asbestos management plans.
- Approved budget by June 30th
- Inventory per Fixed Assets Policy
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Safety plan – new/revised
- Approved and updated technology plan
- Annual report
- Complete set of School policies
- Financials (at least bi-monthly)
- Structural chart
- Timely submission of all required or requested information into a document management system, electronic system, by mail or manually, as requested by Sponsor.
- Receipts, expenditures, and financial information of any kind requested by Sponsor.

ATTACHMENT 8.2

- **Staff Benefits**
- **Dismissal and Disciplinary Procedures for Staff**
- **Disposition of Employees if Contract is Terminated**



Employee Handbook for employees at

**Berwyn East Academy
South Columbus Preparatory Academy**

DISCLAIMER OF EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT

THIS EMPLOYEE HANDBOOK IS PROVIDED AS A GUIDE AND DOES NOT CREATE EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OF ANY SPECIFIC DURATION.

I UNDERSTAND THAT EMPLOYMENT AT-WILL MEANS THAT EITHER THE COMPANY OR I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME AND FOR ANY REASON NOT OTHERWISE PROHIBITED BY LAW.

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At ACCEL Schools, LLC. (“ACCEL Schools” or “the Company”), every position is important. We are committed to teamwork, cooperation, innovation and quality service. Your commitment to those values is critical for our mutual success. It is a place where we all share the same passion for education and staffed with colleagues with whom you can share your successes and challenges. We celebrate success and embrace challenges. No obstacle is too large to be overcome if it stands in the way of allowing us to help a child.

The success of this School rests solely with our employees. Your talent, dedication and integrity are essential to our success. ACCEL Schools has four values that stand above the rest: innovation, integrity, commitment to the mission, and quality service. We expect that every employee will live these values and incorporate them into every interaction, both internally and externally.

In becoming a part of the ACCEL Schools’ team, we expect you to display a commitment to our high standards and to demonstrate a professional demeanor that will make all of us proud of you, our team and our Company. This handbook was prepared to make you aware of what you can expect from ACCEL Schools – and what ACCEL Schools will expect from you. It is not meant to cover everything, so please feel free to ask questions. Your supervisor or someone in HR (HR@accelschools.com) will be happy to talk with you.

Please read this handbook and keep it for future reference. If changes are made because of general economic conditions or conditions in our industry, you will be provided with updated information.

Once again, we welcome you to the team!

Sincerely,

Ron and Maria

EMPLOYMENT

AT-WILL EMPLOYMENT

Your employment with ACCEL Schools is at-will, which means that you or ACCEL Schools may terminate your employment at any time for any lawful reason unless a written employment agreement exists with ACCEL Schools that provides otherwise.

ACCEL Schools has the right to transfer, demote, or otherwise discipline an employee at any time for any lawful reason. For an employment agreement with the ACCEL Schools to be considered valid, it must be signed by an officer of the Company or a designated representative.

This handbook is not a contract guaranteeing employment for any specific duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces any and all prior handbooks, written documents (with the exception of authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

No statement or promise by a supervisor or school leader, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

EQUAL EMPLOYMENT OPPORTUNITY

ACCEL Schools provides equal employment opportunities to all employees and applicants in all Company and school facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

CHANGE IN POLICY

The Company may change, revoke or supplement the policies in this handbook at any time without notice. The Company will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace.

forward an Employee Change in Status Notice to your ACCEL Schools payroll specialist or update your file through the UltiPro® Online System at <https://ew44.ultipro.com>.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment either voluntarily or involuntarily by resignation, retirement, lack of work, poor performance or other reasons.

Employment Termination

Our goal is to build and maintain lasting work relationships with our employees. It is expected that employees who resign give a minimum of two weeks' notice. The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out their notice. Employees must actively be at work during a notice period except with written management approval or unless approved in writing by management or Human Resources. Paid Time Off (PTO) cannot be used during this notice period.

Once notice of resignation is received by the school leader, it cannot be withdrawn except with the written agreement of the school leader, even if such attempt to withdraw is during the notice work out period. Some employees may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who fail to follow any additional restrictions or conditions within their employment agreement, if any, may be in breach of their employment agreement. Teachers who tender a resignation with an effective date after the 10th day of July may be in violation of Ohio Revised Code 3314.10.

End of Employment Term / End of School Year Procedure

Each employee must return any equipment or supplies they received during the course of their employment prior to his/her final work day. Equipment, grade books, lesson plan books, student records and files, School manuals, computers, cell phones, keycards, security badges, building keys, and all School-owned materials must be given to the supervisor upon termination of employment.

Teaching Personnel -- End of School Year: Each Teacher must follow the end of year procedures as assigned by their supervisor. Some examples of these responsibilities include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to school property to specific students; compiling a list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, school manuals, and all school-owned materials must be given to the school leader upon the ending of employment.

EMPLOYEE CONDUCT

ANTI-HARASSMENT

ACCEL Schools is committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, the Company will promptly take any necessary and appropriate disciplinary action.

The Company will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
 - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Complaint Procedure

The Company provides you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor,

maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, school leader) should promptly notify Human Resources so an investigation may be initiated. The Company may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

HARRASSMENT

Harassment is any form of hostility, conduct or language that alters the conditions of the student's school environment and that creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

GUIDELINES FOR APPROPRIATE CONDUCT

In order to conduct the operations of ACCEL Schools efficiently and professionally, all employees are to follow the rules of conduct that will protect the interests and safety of all employees and the Company. All employees are expected to act in a professional manner at all times including during interactions with students and their families, co-workers, board members, and the general public.

Although it is not possible to list all forms of inappropriate behavior and conduct, the following are examples that are considered inappropriate and may result in disciplinary action up to and including termination of employment:

- Falsifying employment or other Company records;
- Violating the Anti-Harassment policy;
- Violating certain state, federal or local laws and regulations;
- Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with equipment or safety equipment;
- Soliciting gratuities from students and their families, vendors, or other third parties;
- Displaying excessive or unexcused absenteeism or tardiness;

- Termination - If an employee fails to follow acceptable conduct or performance standards, the Company may terminate the employee's employment.

Depending on the specific circumstances, the Company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

ADDITIONAL GUIDELINES FOR APPROPRIATE CONDUCT

Examples of offenses that can lead to disciplinary action or dismissal include, but are not limited to:

- a. Conviction of an offense that would prohibit the staff member from exercising care and custody over students in the School;
- b. Committing any violation of state or federal laws, statutes, or rules, although the conduct may not have resulted in a criminal charge, indictment, prosecution or conviction; c. Failure to complete a criminal background check, or other mandated employment screenings, as required by state and federal law;
- d. Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state, and other governmental agencies such as professional qualifications, criminal history and information submitted in the course of an official inquiry or investigation, college or professional development credit and/or degrees, academic awards, and employment history when applying for employment and/or licensure, or when recommending an individual for employment, promotion or licensure. This includes but is not limited to, employment application, time keeping records, or student records;
- e. Intent to, or behavior that inflicts physical or emotional harm to a person or damage to property, whether intentional or negligent; (This can include any behavior that would constitute any type of harassment);
- f. Disparaging a colleague, peer or other personnel on the basis of race or ethnicity, socioeconomic status, gender, national origin, sexual orientation, political or religious affiliation, physical characteristics, age, disability or English language proficiency;
- g. Serious or repeated acts in violation of general safety rules or practices in the performance of work or in the use of School facilities for any purpose;
- h. Absence without notification; (This is defined as failure to report, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves for a scheduled workday without notification to the Administration.)
- i. Excessive employee tardiness and unapproved or unprotected absences beyond the allocated paid time off policy (see the Notification of Absence Policy above);
- j. Theft, misappropriation of School property, and dishonesty;
- k. Possessing, consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance during work hours; (An employee is to inform their supervisors of any appropriately prescribed prescription medicine that they have been given that may affect their job performance or ability to function at work);
- l. Consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance while on Company property;
- m. Possession of explosives or firearms on School property, while representing the School, or while the employee is conducting any business of the School as an employee or volunteer;
- n. Unauthorized possession of or use of any School property, equipment, or material;

The Company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for all or any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment, all of which will be documented and placed in the employee's personnel file. Depending on the severity of the problem and the number of occurrences there may be circumstances when one or more steps are bypassed. Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

The Executive Team recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, this Handbook includes examples of problems that may result in immediate suspension or constitute just cause for immediate termination of employment. However, the causes for disciplinary action listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the School.

ANTI-BULLYING POLICY

The school prohibits any acts of bullying. Workplace Bullying refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees) that are intended to intimidate, degrade, humiliate, or undermine; or that creates a risk to the health and safety of the employee(s). Bullying, like other disruptive or violent behaviors, is conduct that disrupts both the student's ability to learn and the school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying is expected of all staff.

Harassment is any form of hostility, conduct or language that alters the conditions of the student's school environment and that creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors. The prohibition against harassment is applicable to all employees.

Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

Reporting Student Abuse/Neglect/Battery/Bullying

Requirements and Procedures for Reporting Known or Suspected Cases of Child

ABSENTEEISM AND TARDINESS

Regular attendance is important to the smooth operation of ACCEL Schools. If you are late or absent, it places a burden on other employees and may impact productivity, student learning, and classroom and school morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If there is an unscheduled absence or a need for late arrival to work, notify your supervisor at least two hours prior to when your scheduled work shift begins. In most circumstances, you should notify your supervisor within two hours of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position. Employees who fail to report to work for three consecutive business days without notifying the school of the absence will be considered as having voluntarily resigned as a result of job abandonment.

Suspected abuse of sick leave may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of sick leave to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Friday, and usage of sick leave on days previously requested and denied as vacation.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day.

DRUG-FREE WORKPLACE

ACCEL Schools is committed to protecting the safety, health and well-being of all employees, students, families, contractors, board members, vendors, and others with whom we interact in our workplace. "Workplace" includes Company or school property, any Company or school - sponsored activities located at any other site where you are performing work or representing the Company or school.

The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines.

All employees are expected to contribute to maintaining a drug-free workplace. Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs in the workplace.

The Company will consider reasonable accommodations to appearance standards for medical and/or religious reasons. Contact your supervisor if you have a request for an accommodation in this area.

PERSONAL PROPERTY

The School does not provide insurance coverage for employee's personal property. This is the responsibility of each individual. Employees should contact their individual insurance agents to check their coverage.

ACCEL Schools is committed to providing all employees with a safe and healthy work environment. All school premises are smoke-free, unless clearly marked otherwise. Smoking a cigarette, cigar, e-cigarette, or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For your convenience, designated smoking areas are clearly marked. Employees are expected to use the waste disposal receptacles for smoking products.

VIOLENCE IN THE WORKPLACE

ACCEL Schools is committed to providing a safe workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The School has zero tolerance for violent acts or threats of violence.

You are expected to conduct yourself in a non-threatening, non-abusive manner at all times. Any direct, conditional or veiled threat of harm to any employee, guest, or Company or school property will be considered unacceptable behavior. Acts of violence, intimidation or bullying of others will not be tolerated.

All employees share the responsibility in identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to his/her supervisor, or a management member. You must assume that any threat is serious. The Company will carefully investigate reports and maintain employee confidentiality to the fullest extent possible.

ACCEL Schools will take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit a violent act against any person while on Company or school premises or while engaged in school business off the premises.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in school policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

WEAPONS

dishonest activities will be promptly submitted to the school leader who is responsible for investigating and coordinating any corrective action needed.

Pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Whistleblower protections are provided in two important areas -- confidentiality and protection from retaliation against an employee who makes such a report. To the extent possible, the confidentiality of the whistleblower will be maintained. However, the whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Additionally, ACCEL Schools Ohio, LLC does not condone retaliation of any kind.

A whistleblower who believes he/she has been retaliated against must contact the ACCEL Schools HR Specialist immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. ACCEL Schools Ohio, LLC may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

If you have questions regarding this policy, contact Human Resources.

This policy is subject to applicable state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

Prohibited Reductions/Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your human resource specialist. No employee will be penalized in any way for making a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements, and is not to be considered any type of contract.

HOURS OF OPERATION

Normal operating hours for ACCEL Schools are from 7:30 a.m. to 4:00 p.m., Monday through Friday. These hours may vary depending upon your position and work requirements. If applicable, your supervisor will provide direction for lunch and rest breaks in order to facilitate the smooth flow of business and to maintain an adequate number of staff.

Give your supervisor as much advance notice as possible for any schedule changes.

INCLEMENT WEATHER

In the case of inclement weather, please consult your school leader for policy and procedures on school opening status.

Hourly staff will not be paid for any hours during a school closure due to inclement weather unless they choose to use available PTO hours.

MEAL PERIODS

All regular full-time employees will have one meal period of thirty minutes in length each workday. Your supervisor will schedule your meal period to accommodate operational requirements. During meal periods, you are not subject to any work responsibilities or restrictions. You will not be paid for meal period time.

OVERTIME FOR NONEXEMPT EMPLOYEES

Depending on the Company work needs, employees may be required to work overtime when requested to do so. Nonexempt employees will be paid overtime premiums at the applicable

Any discrepancies regarding overtime should be resolved by your supervisor before submitting your hours. You may not work "off the clock" and if you are asked to do so, you should immediately report this to management.

LACTATION BREAK

The Company will provide a reasonable amount of break time, or amount of time required by state law, to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. Employees should clock out for time taken for 30 minutes or more that does not run concurrently with normally scheduled break periods. ACCEL Schools will provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom, where the employee may express milk in private. Speak with your supervisor should arrangements for a refrigerator be required.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

- Keep work areas clean and free from slipping or tripping hazards.
- Use prescribed personal protective equipment.
- Report all safety hazards or malfunctions to a supervisor immediately.
- Use care and proper technique when lifting and carrying objects.
- Observe restricted areas and all warning signs.
- Know and follow emergency procedures.
- Report unsafe conditions to supervisors.
- Report every accident and injury to a supervisor promptly.
- Follow the care prescribed by the attending physician when treated for an injury or illness.
- Attend all employee safety meetings.
- Cooperate fully in accident investigations; serve on safety committee or other loss control activities as needed.

If you have reported a safety issue to your supervisor and you feel that the issue has not been appropriately addressed, you should report the issue to Human Resources.

To maintain a safe and healthy workplace, both management and employees must work diligently to promote safety.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

WORKPLACE CONDITIONS

Reporting Work Place Injuries

The School complies with appropriate federal and state laws regarding work place injuries. All work-related injuries (including injuries that arise during work related travel) must be immediately reported to your supervisor both verbally and in writing. The Supervisor is then responsible to submit the information to the Human Resources Department within 24 hours of the event. The Human Resources department will file the claim with the appropriate agency. Employees who seek medical attention for a work place injury are required to provide a return to work slip from the physician or medical facility upon returning to work. In the event of a work place injury, the School may require drug/alcohol testing.

Safety Drills and Emergencies

The Schools have safety drills and emergency procedures designed for each building. Each employee must understand the drills and procedures and be ready to follow them.

School Building Evacuation. In the event of an emergency evacuation, all employees must follow the Safety Drills and Emergency Procedures as determined for each building. This procedure can be found with the building's school leader. Emergency evacuation routes are located in each room of the buildings.

The School considers the presentation of gifts to employees by students and parents/guardians above twenty-five dollars (\$25.00) an undesirable practice because this tends to embarrass students with limited means and gives the appearance of currying favors.

Generally, the school leader will approve all gifts of any kind intended for a student from any employee to any student(s), for any reason.

JOB PERFORMANCE EVALUATIONS

ACCEL Schools is committed to attracting and retaining a qualified and competent workforce. Employees typically will receive an annual written performance review and may receive additional performance evaluations at other intervals. Written performance reviews will be based on your overall performance in relation to your job responsibilities, your achievements and work behavior. Informal performance discussions typically occur throughout the year and encourage open supervisor-employee communication.

A positive performance review does not guarantee either an increase in compensation or continued employment. Raises, if given, may be based on a number of factors, such as the School's performance, the Company's performance, department or group performance, and individual performance.

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

ACCEL Schools strives to maintain a professional environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

In an effort to ensure a productive and harmonious work environment, solicitation of any kind by an employee of the School is prohibited while he or she is on working time. This means that any type of solicitation is prohibited if the employee is doing the solicitation or the employee being solicited is on work time.

Distribution or acceptance of literature by an employee is prohibited while he or she is on working time and is also prohibited in any working area of the facility whether an employee is on working or non-working time. This rule includes solicitation or distribution or acceptance of literature for all purposes including lotteries, raffles, political organizations, labor organizations, fraternal organizations, and the like. Distribution of literature by any person who is not an employee of the School is prohibited. If you observe persons violating this policy, you must report the violation to your supervisor immediately. Employees who violate this policy may be subject to discipline up to and including termination.

In addition, the posting of written solicitations on School bulletin boards is prohibited

WORKPLACE ACCIDENTS AND WORKERS' COMPENSATION INSURANCE

COMMUNICATIONS

COMPLAINT RESOLUTION PROCEDURE

ACCEL Schools is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with an ACCEL Schools human resource specialist. In an effort to resolve the problem, the ACCEL Schools human resource specialist will consider the facts and may conduct an investigation.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for employees to report complaints of harassment and discrimination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to employees for the benefit of the organization. It is your responsibility to use the Internet in a productive manner. The following guidelines have been established for using the Internet.

Acceptable Use of the Internet

You should use the internet in an effective, ethical, productive and lawful manner. You may use the instant messaging systems and internet forums to conduct official School business or to gain technical or analytical advice. Databases may be accessed for information as needed. Email may be used for work contacts.

Unacceptable Use of the Internet

You should not use the school-provided internet services for non-work-related reasons. Use of the internet must not interfere with the school's productivity or operations.

It is strictly prohibited for you to use the Internet while working for personal gain. Use of the Internet while on Company or school time must not interfere with your productivity or disrupt the operations of the Company network or the network of other users.

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the school leader.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

Violations

Violations of any guidelines listed in this policy may result in disciplinary action, up to and including immediate termination. If necessary, the Company or school will advise appropriate legal officials of any illegal violations.

SOCIAL MEDIA

Social Media is a powerful tool that has a significant impact on ACCEL Schools and the Company. The Social Media policy is designed to offer practical guidance for responsible, constructive communications via social media channels. Social Media is defined as any form of media designed to be disseminated through social interactions. Examples of social media include but are not limited to the following: LinkedIn, Twitter, Facebook, YouTube, Skype, Yammer, and MySpace.

Employees are prohibited from being friends with any current students or former students under the age of 18 years old at any of our school entities, on any of their own personal social media sites.

1. Employees are prohibited from posting confidential or proprietary information about the school, employees, students or their families, board members, the Company, or any other subsidiaries of the business, direct or indirect. This also includes all applicable federal requirements such as FERPA and HIPPA, as well as the Department of Education rules and regulations.
2. School logos or any other trademarked company or school-owned images or icons are prohibited from being posted on personal social media sites.
3. Photos of students and or student activities are prohibited without prior written approval from the student's parent/guardian and the school leader of the school.
4. Employees are prohibited from discussing matters of professional life on their personal page (i.e. events during the work day, workshops, trainings, etc.).

The same laws, professional expectations, and behavioral standards that you would follow in your daily operations are expected to be followed when interacting on a social media site.

ACCEL Schools provides the communication systems necessary for you to conduct business. You are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, email, wireless communication devices, iPads, tablets, facsimile, Internet access and other external network connections, network file share and storage systems, wide area network, Company intranet, voicemail, computers, modems, systems, audio/visual equipment, and other software and equipment.

The School's computing and communications systems are to be used in a productive manner primarily for the School business.

No Privacy Expectations

You should have no expectation of privacy of any correspondence, messages or information located or sent across in the Company's computing and communication systems, regardless of the content or purpose. This includes email, social media sites, text messages, chat messages, internet searches and stored documents.

The Company or school may access, monitor, copy, capture, disclose, delete, and use any communication, information or data, whether personal or business related, that is created on, stored on (permanently or temporarily), viewed on, downloaded or uploaded to, accessed by, printed from, or communicated across the school's computing and communication systems with or without notice to the employee. This includes instances where employees transmit or receive text or instant messages on school devices. All messages, regardless of content or the intent of the sender, are a form of school correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other school correspondence.

Email communications must be written following customary business communication practices as is used in correspondence. Email communications are official internal school communications that may be subject to summons in legal proceedings. Work-related messages should be directed to the specific employee(s) rather than sending a global message to all employees. It is the employee's obligation to notify any third parties affected by this policy of the Company's policies regarding monitoring employee communications.

Communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission or postings of sexually explicit images or other images or materials inappropriate for the workplace, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental/intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation are also prohibited.

Unless authorized by personnel with the authority to grant such authorization, any attempt to gain access to another employee's personal communications system and messages is prohibited.

WIRELESS COMMUNICATION DEVICE USE GUIDELINES

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the school leader.

Upon resignation or termination of employment, or at any time upon request, you may be asked to produce your personal device(s) for inspection. All school or company data on personal devices will be removed by IT upon termination of employment. Failure to follow policies and procedures may result in disciplinary action up to and including termination of employment.

Mobile Device Security Policy

Mobile devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses and to mitigate other forms of abuse of the School's computing and information infrastructure. Any approved device is required to have an anti-virus, mobile device management (MDM) and "remote wipe" software installed. This MDM software will store all Company-related information, including calendars, emails and other company-related applications in one area that is password-protected and secure. The IT department must approve any personal device and install all required software prior to the device being used for work-related activities. A mobile device includes but is not limited to a laptop, flash drive, MP3 player, CD's DVD's, portable hard drives, tablet, smart phone, or digital camera.

Employees must follow these mobile device security policies:

1. All School issued mobile devices must have encryption turned on.
 2. Device authentication must be turned on, on all mobile devices and must have password protection on at all times.
 3. Bluetooth capabilities on all mobile devices must be disabled when they are not actively transmitting information. All Bluetooth devices must always be in the "hidden" mode.
 4. Whenever possible, all mobile devices must be password protected. Choose and implement a strong password and following policies established by Information Technology for password complexity.
 5. The physical security of these devices is the responsibility of the employee to whom the device has been assigned. Devices shall be kept in the employee's physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
 6. If a mobile device is lost or stolen whether that device is company property or personally owned any device that contains company data must promptly report the incident to the IT Department/Help Desk and proper authorities. Also, be sure to document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.
 7. Sensitive or confidential documents audio, and video, if stored on the device, must be encrypted if possible.
 8. Mobile device options and applications that are not in use must be disabled.
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9. Sensitive and confidential information must be removed from the mobile device before it is returned, exchanged, or disposed.
 10. All mobile devices must have enabled screen locking and screen timeout functions.

EMPLOYEE BENEFITS

HOLIDAYS

Full-time employees are eligible for paid holidays during each calendar year.

ACCEL Schools observe the following holidays each year:

July 4:	Independence Day	January 1:	New Year's Day
Sept 4:	Labor Day	January 15:	Martin Luther King Day
November 23:	Thanksgiving Day	February 19:	Presidents Day
November 24:	Day after Thanksgiving	March 30:	Good Friday
December 25:	Christmas Day	May 28:	Memorial Day

These days are paid days off for full-time 12-month staff, as well as full-time 10-month hourly staff if the holiday falls on a regularly scheduled workday. A paid holiday does not count as a day worked in calculating overtime for the week.

Additional days off for instructional staff (Teachers, Instructional Aides) will be communicated by the school leader at the start of the school year.

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the school.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the school.

Completed School Years Worked*	July 1, 2017– September 30, 2017	October 1, 2017 – November 17, 2017	On or After November 20, 2017
Date of Hire through End of 2nd Year	15	10	5
12-Month Operational Staff: Annual PTO Eligibility			
Date of Hire			
Completed School Years Worked*	July 1, 2017– September 30, 2017	October 1, 2017 – November 17, 2017	On or After November 20, 2017
Start of 3rd Year through End of 6th Year	18		
Start of 7th Year and Continuing Thereafter	20		
Maximum School Year Accrual	Annual Benefit + 5 days		

* Schools Years Worked is defined as uninterrupted employment in consecutive school years.

Prior to the start of the employment term, all full-time regular employees may elect to carryover or receive payment for a limited number of unused PTO days.

Employees must work until the end of the School Year and remain in good standing throughout the School Year as defined by the school in order to receive payment or carry over unused PTO days.

Work and Pay Schedule	Maximum Unused PTO Carryover	Maximum Unused PTO Payout
10-month salaried	5 days	3 days @ \$165/day
10-month hourly		3 days, calculated based on regular daily rate, not to exceed 8 hours per day
12-month salaried		
12-month hourly		

Employees requesting PTO must do so in writing, and obtain their supervisor's approval in advance. Where possible, employees are expected to provide at least 5 business days' advance notice to their Supervisor so that the school may schedule work and plan for business requirements. If advance notice is not possible due to an emergency situation, employees still must follow the established call-off procedure.

The use of PTO days will not be approved during the following: the first four weeks or last two weeks of the School Year; the day before or day after a holiday break; during state and/or district level testing; during in-services/professional development days; or on any other "blackout" date designated by the school. Except in extraordinary circumstances, Instructional Staff may use no more than 1 PTO day in any given calendar month.

Please make a note of your credentials, so that you can log in at any point in time to view pay stubs or update information.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

Benefits questions may be directed to LSG Insurance Partners at openrollment@lsgip.com or [888-839-3100](tel:888-839-3100). Representatives are available Monday through Friday 8:30 am to 4:30 pm EST.

LEAVE OF ABSENCE

For additional leave of absence policies for the state of Ohio, see State addendum.

FMLA

This Policy is in effect only where ACCEL Schools is a covered employer under applicable federal law.

As provided under the Family and Medical Leave Act ("FMLA"), ACCEL Schools provides unpaid family and medical leaves of absence to eligible employees.

Eligible Employee

To qualify to take family and medical leave, you must meet the following requirements the date your leave is to begin:

1. You are an active full-time or part-time employee who works at a ACCEL Schools worksite where 50 or more ACCEL Schools employees work within a 75-mile radius of that worksite;
2. You have been employed by ACCEL Schools for at least 12 months in the preceding 7 years; and
3. You have worked 1,250 hours during the 12-month period immediately before the beginning of the leave.

In determining eligibility for employees returning from military service, such employees will be given credit for the months served and the hours of service that would have been performed if not for the absence caused by active service.

Approved Reasons for Leave

FMLA leave may be taken for the following reasons:

1. The birth of an employee's child or care for the newborn child;
2. The placement of a child with the employee for adoption or state-approved foster care;

Length of Family and Medical Leave and Qualifying Exigency Leave

An eligible employee is entitled to a combined total of 12 workweeks of unpaid leave within a 12-month period for family and medical and qualifying exigency leave. The amount of leave available to you will be calculated by looking backward at the amount of leave taken within the 12-month period immediately prior to the first date of leave. Family and medical leave and qualifying exigency leave may run concurrent with other federal, state and local leave laws.

Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within 12 months of the birth or placement of the child. If both parents are employed by ACCEL Schools, and are eligible for leave, except for leave due to your serious health condition or your spouse's or child's, you may both take a combined total of 12 weeks.

Medical Certification

Within 15 calendar days of the request, an employee who takes leave for his or her own or a family member's serious health condition, or to care for a covered service member, must submit medical certification to Human Resources detailing the reason(s) for the leave. If you fail to do so, ACCEL Schools may delay the start of the requested leave, withdraw any designation of the requested leave as FMLA leave, or deny the requested leave, and consider time taken off subject to the Company's established absenteeism and tardiness policies.

If your medical certification is incomplete and/or insufficient, Human Resources may notify you in writing as to what is incomplete and/or insufficient. You will then have seven calendar days to resubmit the medical certification. Failure to provide a complete and sufficient certification by the date required may result in the denial of the requested FMLA leave.

When returning to work after being on leave for your own serious health condition, you will be required to provide a medical release.

"Qualifying Exigency" Leave Certification

Within 15 calendar days of a request for qualifying exigency leave, the employee must submit written certification detailing the reason(s) for leave to Human Resources.

You may also be required to submit appropriate supporting documentation, such as a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status.

Job Restoration

When returning from an authorized leave, an employee will normally be returned to the same or an equivalent position, with no loss of benefits accrued prior to leave. Absences due to leave will not be counted as time worked for the purpose of seniority or computing paid time off for vacation, sick leave or personal days. In the event your position is affected by a decision or event not related to your leave of absence (e.g., job elimination or layoff), you will be affected to the same extent as if not on leave.

Certain "key employees" as defined under the FMLA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the Company. If applicable, ACCEL Schools will notify "key employees" in writing of their status and the conditions under which job restoration will be denied.

Workers' Compensation and Family and Medical Leave

If you are eligible for FMLA and are on leave due to a workers' compensation injury that meets the definition of "serious health condition," the absence will count towards your family and

extended period of service in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

MILITARY LEAVE OF ABSENCE

A leave of absence without pay for military or reserve duty or National Guard training will be granted to employees. The employee should submit copies of military orders to his or her supervisor as soon as possible. The employee may use any accrued but unused vacation time or paid time off. Exempt employees who perform any work in a week in which they also have military duty will be paid their full salary. Eligibility for reinstatement following a military leave of absence will be determined in accordance with applicable federal and state laws.

PERSONAL LEAVE OF ABSENCE

You may be granted a leave of absence to attend to personal matters in situations in which the school determines that an extended period of time away from the job will be in your and the school's best interest.

Requests for a leave of absence or any extension of a leave should be submitted in writing to your supervisor at least 30 days prior to commencement of the leave period or as soon as is practicable. Your supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. While on approved leave, you are expected to report any change of status in your need for leave or your intention to return to work.

You may be required to use all accrued paid time off while on leave before going on unpaid leave. For information on health care coverage during a leave of absence, refer to the Continuation of Benefits policy. Benefits that accrue according to length of service, such as paid time off, holiday, and sick days, do not accrue during periods of leave.

Upon return from a personal leave due to an illness or injury, you must provide a release to return to work. Any restrictions must be noted on the release. The Company will consider modifications or adjustments to help facilitate your return to work.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position.

paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. My employment with ACCEL Schools is at-will unless a duly authorized employment agreement with ACCEL Schools provides otherwise.

I further understand that no manager, supervisor or other representative of the Company, other than the president or vice president, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

Employee Signature

Date

Print Name

Employee ID Number

Please sign and return one acknowledgment to your supervisor and retain the other for your records.

HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated August 1, 2017, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the Company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the Company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.