



## **THE EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.**

### **COMMUNITY SCHOOL SPONSORSHIP RENEWAL CONTRACT**

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**COMMUNITY SCHOOL CONTRACT**

		PAGE
ARTICLE I	ESTABLISHMENT AND AUTHORITY	2
1.1	Corporate Formation	2
1.2	Good Standing	2
1.3	Creation of Community School	2
1.4	Start-Up or Continuing Start-Up or Conversion Community School	2
1.5	Tax Exempt Status	2
1.6	Corporate Documents	2
1.7	Term	3
1.8	Open for Operation	3
1.9	School Agreements with Third Parties	3
1.10	Bond	3
1.11	Independent Attorney	4
1.12	Location	4
1.13	Autonomy of School	4
ARTICLE II	GOVERNING AUTHORITY / ADMINISTRATION	4
2.1	Governing Authority Duties and Composition	4
2.2	Roster	5
2.3	Required Documentation	5
2.4	Annual Conflict of Interest and Disclosure Statements	5
2.5	Election of Governing Authority Officers	6
2.6	Public Availability of Governing Authority Information	6
2.7	Meetings	6
2.8	Sponsor Prior Approval of Governing Authority Members	7
2.9	Training of Governing Authority Members	7
2.10	Training Plan	7
2.11	Public Records and Open Meetings Laws	7
2.12	Chief Administrative Officer	7
2.13	Cooperation and Compliance with Sponsor Oversight	8
2.14	Compliance with Sponsor Monitoring	9
2.15	Meetings and Workshops	9
2.16	Appointment of Finance and Internal Audit Committee	9
2.17	Progress Reports	9

2.18	Annual Budget	10
2.19	Governing Authority Performance Evaluation	10
ARTICLE III	COMPLIANCE WITH LAWS	10
3.1	Compliance with Ohio Laws	10
3.2	Number of Students	12
3.3	Continuing Operation	12
3.4	Compliance with Other Laws	12
ARTICLE IV	OPERATIONS	12
4.1	Non-Sectarian	12
4.2	Admissions Policies and Procedures	13
4.3	Enrollment/Attendance Policy	13
4.4	Notice Upon Enrollment	13
4.5	Public Inspection of Policies	14
4.6	Lottery	14
4.7	Automatic Withdrawal	14
4.8	Community Racial and Ethnic Balance	14
4.9	Tuition	14
4.10	Student Transportation	14
4.11	Payment to Sponsor	14
4.12	Notification	15
4.13	Operator Agreements	15
4.14	Compliance with Health and Safety Standards	17
4.15	Technology Plan	17
4.16	Policies and Parent Surveys	17
4.17	Access to Records	17
4.18	STEM School	18
4.19	Suspension and Expulsion Policies	18
4.20	Commitment to Remain Open for School Year	18
4.21	High School Diplomas	19
4.22	Compliance with Other Laws	19
ARTICLE V	MISSION, EDUCATIONAL PLAN/PROGRAM AND PERFORMANCE PLAN	19
5.1	Educational Plan / Program	19
5.2	Curriculum	20
5.3	Sponsor Performance Rating	20
5.4	School Performance and Assessment	20
5.5	Sponsor's Annual Performance Report and Renewal Evaluation Rubric	21
5.6	Unavailability of Some Performance Measures	22

5.7	Intervention	22
ARTICLE VI	REPORTING AND RECORDS	22
6.1	Annual Report	22
6.2	Additional Reporting	23
6.3	Site Visits	23
ARTICLE VII	STAFFING	23
7.1	Contracts	23
7.2	Leave of Absence	24
7.3	Employment of Teachers	24
7.4	Collective Bargaining	25
7.5	Performance Pay	25
7.6	Employee Benefits	25
7.7	Professional Development	25
7.8	Volunteers	25
ARTICLE VIII	FINANCES	25
8.1	Financial Records	25
8.2	Fiscal Officer	26
8.3	Fiscal Bond	26
8.4	Fiscal Services Agreement	26
8.5	Custody of School Funds	26
8.6	Financial Plan	26
8.7	Fiscal Budget	27
8.8	Financial Management	27
8.9	Borrowing Money	27
8.10	Fiscal Year	28
8.11	Audits	28
8.12	Financial Audit Standards	28
8.13	Unauditable Status	28
ARTICLE IX	INSURANCE / INDEMNIFICATION	28
9.1	Liability Insurance	28
9.2	Indemnification	28
9.3	Survival	29
ARTICLE X	SPONSOR OBLIGATIONS - CONTRACT AUTHORIZATION, PERFORMANCE MONITORING, TERMINATION AND NON- RENEWAL	29



10.1	Contract Authorization	29
10.2	Performance Monitoring	30
10.3	Expiration of Contract	30
10.4	Obligations	30
10.5	Probation and Suspension	31
10.6	Expiration, Termination and Non-Renewal of Contract	32
10.7	Closure	33
10.8	Disposition of Assets	34
10.9	Renewal Process	35
10.10	High Stakes Reviews	35
10.11	Reasons for Non-Renewal of Contract	35
10.12	Non-Renewal	35
10.13	School Intention to Non-Renew	35
10.14	Assignment of Contract	36
ARTICLE XI	MISCELLANEOUS	36
11.1	Dispute Resolution	36
11.2	Term	36
11.3	Severability	36
11.4	Headings	36
11.5	Notices	36
11.6	Amendments, Updates and Modifications	37
11.7	Attachments Table of Contents	39
	Attachments	41

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This **CONTRACT** is entered into by and between the Education Resource Consultants of **Ohio (Sponsor)** and the governing authority of the Brilliance School (fka Hope Academy for \_\_\_\_\_, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**School Governing Authority**).

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

WHEREAS the **Sponsor** has been approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

WHEREAS the **School Governing Authority** is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in \_\_\_\_\_ Cuyahoga \_\_\_\_\_ County, Ohio;

WHEREAS Ohio law requires the **School Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **School Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Agreement to sponsor the **School**; and

WHEREAS the **School Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Agreement on or before May 15.

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the **Sponsor** found that the **School's** compliance with applicable laws and the terms of the Existing Contract, and the **School's** progress in meeting the academic standards in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, **Sponsor** desires to extend its relationship through this Renewal Contract;

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **School Governing Authority** and the

**Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

## **ARTICLE I** **ESTABLISHMENT AND AUTHORITY**

- 1.1 **Corporate Formation.** The **School** shall be established as one of the following: (1) a nonprofit corporation established under R.C. Chapter 1702, if prior to April 8, 2003; or (2) a nonprofit public benefit corporation established under R.C. Chapter 1702, if subsequent to April 8, 2003.
- 1.2 **Good Standing.** The **School** shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established after April 8, 2003.
- 1.3 **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a start-up community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The **Governing Authority** is responsible for carrying out all provisions of the Sponsorship Agreement.
- 1.4 **Start-Up or Continuing Start-Up or Conversion Community School.** The **Governing Authority** and the **Sponsor** agree that the **School** is a continuing start-up,   X  , new start-up,       , or        conversion of existing public school or educational service center building (*check one*) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the **School Governing Authority** must be specified in **ATTACHMENT 1**. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.5. **Tax Exempt Status.** The **School** may, but is not required to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the **School** must be reported in writing to the **Sponsor** within five (5) business days after notice of such change to the **School**, with a copy of such official/governmental notice or letter.
- 1.6 **Corporate Documents.**
  - a. The **School** shall provide copies of current corporate documents including: Certificate of Incorporation; Articles of Incorporation; Appointment of Statutory Agent; Code of Regulations; Taxpayer Employer ID Number; and IRS Determination Letter (if any) as part of **ATTACHMENT 1**. The **School's** Organization Chart must be attached as

part of **ATTACHMENT 6**. The Organizational Chart must show the structure and relationship between the Operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
- c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1**.

1.7 **Term.** This Contract shall commence for a term beginning on July 1, 2021 and ending on June 30, 2024 ("Term") provided the Ohio Department of Education authorizes Educational Resources of Ohio, Inc. to operate as a sponsor for the Term.

1.8 **Open for Operation.** The **School** will be open for operation by September 30<sup>th</sup> of each School Year, unless the mission of the **School** is solely to serve drop-out students. If the **School** fails to open by September 30<sup>th</sup> in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out students.

1.9 **School Agreements with Third Parties.**

- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority**.
- b. The Parties agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to the adoption by the **Governing Authority**. These agreements include:
  - (1) Purchase, sale, lease, or other disposition of any real property; and
  - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).

1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or cash deposit, the **School's** Operator may provide a written guarantee of payment obligating the

Operator to pay the costs of audits of the **School** up to an amount of Fifty Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant R.C. 3314.50.

- 1.11 **Independent Attorney.** The **School** shall comply with R.C. 3314.036, which provides “[t]he governing authority of a community school shall employ an attorney, who shall be independent from the school’s sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school’s contract with the sponsor or the school’s contract with the operator.”

- 1.12 **Location.** The **School** is authorized to operate at 10608 Penfield Ave, Garfield Heights, Ohio 44125\_ [address] which shall be the **School’s** primary location (“Primary Location”). The Primary Location may not change without modification to this Contract.
- a. Prior to the **School** entering or renewing any lease or purchase agreement for real property (“Property Agreement”), the **Sponsor** shall have the right to: (i) inspect and approve the property, provided that such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution consistent with Article I, Section A(4) of this Contract.
- b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The Governing Authority may not enter into a lease with a Management Company for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvements costs must be consistent with the yearly budgets given to and accepted by the **Sponsor**.
- c. Each Property Agreement and any modification or renewal thereof shall be provided to the **Sponsor** upon execution.

- 1.13 **Autonomy of School.** **Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

## **ARTICLE II** **GOVERNING AUTHORITY/ADMINISTRATION**

- 2.1 **Governing Authority Duties and Composition.** The **Governing Authority** shall be responsible for carrying out the provisions of this Contract. The **Governing Authority** shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that

operates or manages the **School** and are not members of a school district board of education or employees of a school district or educational service center. All members of the **Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. No person may serve on the **Governing Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School's** Administrative and Governance Plan, including a description of the process by which future members of the Governing Authority of the **School** shall be selected.

2.2 **Roster.** The **School** shall maintain and provide to the **Sponsor** a roster of the current **Governing Authority** members. The roster must include information used for **Governing Authority** business, including each member's name, mailing address, home, work and cellular phone numbers, and email address.

2.3 **Required Documentation.**

- a. The **School** shall require each **Governing Authority** member to provide the documents identified below.
  1. A signed consent to release BCI and FBI background check results to the **Sponsor**.
  2. A copy of the results of both a BCI and FBI background checks, which must be repeated every five (5) years, unless the **Governing Authority** member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated.
  3. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the **Governing Authority**.
  4. A signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
  5. A list of all other Ohio community school governing authorities on which the person currently serves.
  6. The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the Operator or any employee.
- b. The **Governing Authority** agrees to supplement the above information if such information changes during the School Year.

## 2.4 Annual Conflict of Interest and Disclosure Statements

- a. Each member must annually sign a conflict of interest statement, on a form prepared by or approved by the **Sponsor** and adopted by the **Governing Authority** that addresses Ohio's public ethics conflicts rules to the extent that these laws and rules are applicable to community schools.
- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or Educational Service Center that has contracted with the **School** or a vendor that has engaged in business with the community school.

2.5 Election of Governing Authority Officers. The **School Governing Authority** must hold a meeting each year to approve the election of officers, calendar of **School** Board meetings, and **School** calendar. The Code of Regulations must provide for the annual election of officers, annual approval of the **School** calendar and annual approval of calendar of **School** Board meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of **School** board meeting dates approved by the **Governing Authority** must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of **School** Board meetings must be attached as part of **ATTACHMENT 1**.

2.6 Public Availability of Governing Authority Information. To promote transparency, the **Governing Authority** agrees to make the following information available at a publicly accessible area in the **School's** administrative office and on the **School's** website:

- a. a current list of the **Governing Authority** members and officers,
- b. the contact information of the **Governing Authority** members for **Governing Authority** business, and
- c. the schedule and location of each **Governing Authority** meeting.

## 2.7 Meetings.

- a. **School Board** meetings must be held on at least a bimonthly basis and the **Governing Authority** shall allow the **Sponsor's** representative to be present during all executive sessions unless either discussing pending or imminent litigation against the **Sponsor** or matters involving attorney-client privilege.

- b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
- c. The **School** agrees to provide the **Sponsor** with a written notice of each **Governing Authority** meeting pursuant to the specified schedule and a copy of the agenda when it is provided to **Governing Authority** members.
  - 1. Notice of regular meetings shall be provided promptly upon approval at least ten (10) business days prior to each meeting.
  - 2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
  - 3. Notice of emergency meetings shall be provided immediately upon scheduling.

2.8 **Sponsor Prior Approval of Governing Authority Members.**

- a. No person shall be eligible to serve until that person provides all required information and documentation to the **Sponsor**.
- b. Each proposed member must be approved by the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. Such approval shall not be unreasonably withheld, conditioned, or delayed.

2.9 **Training of Governing Authority Members.** All new **Governing Authority** members must undergo a minimum of five (5) hours of Board training every two years with the member's first training within three (3) months of election or appointment to the **Governing Authority**. Such training must be approved by the **Sponsor**. Certifications of training must be submitted to the **Sponsor** within ten (10) business days of completion of training.

2.10 **Training Plan.** As part of **ATTACHMENT 1**, the **Governing Authority** must submit an annual **Governing Authority** training plan.

2.11 **Public Records and Open Meetings Laws.** All **Governing Authority** members, the Fiscal Officer, the Chief Administrative Officer and administration employees performing general supervisory services must complete annual training in Public Records and Open Meeting Laws.

2.12 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** shall be the position of Principal (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by Brian Hairston. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of



that person's recently completed criminal background checks, resume, and references.

The **Governing Authority** must submit its **School** Chief Administrator contract as part of **ATTACHMENT 6**.

2.13 **Cooperation and Compliance with Sponsor Oversight.** The **Governing Authority** and Administration covenant and agree to cooperate and comply fully with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight and monitoring of the **School** including, but not limited to, the following:

- Opening assurances site visits at least ten (10) days before the first day of student instruction and compliance site visits at least two (2) times per year and thereafter as **Sponsor** determines necessary. The **School** must upload documentation of all verification of compliance information into **Sponsor's** document exchange system and maintain same in a binder that is readily accessible at all times.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- Annual file up-date per checklist of **Sponsor**;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15<sup>th</sup> of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; (2) Revenue Summary – a listing of all revenue received for the month and for the year; (3) Check Register – a listing of all checks for the month; (4) Cash Reconciliation – a book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – a listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator; and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
- Prompt response to all appropriate requests for information from **Sponsor**, Department of Education or other governmental agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance at all **Sponsor** training sessions.
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.

- Adherence to all deadlines established by **Sponsor**.
- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policy book.
- Upon request of **Sponsor**, make available for review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.
- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).
- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- The School's base formula amount as specified in the **School's** financial plan (budget) for the school year.
- The school district of residence that each student is entitled to attend under R.C. 3313.64 and/or 3313.65.
- The number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may be required to be reported by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.

- 2.14 **Compliance With Sponsor Monitoring.** The **School** shall timely comply with all reasonable requests of the **Sponsor** to monitor **School** operations. Failure to do so is grounds for suspension, termination and/or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, and written answers within five (5) business days (unless a shorter time is required), and providing adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.
- 2.15 **Meetings and Workshops.** The **School** Chief Administrative Officer or appropriate representative shall participate in all **Sponsor** meetings/workshops and attend training provided by the **Sponsor** school leaders, by the Department of Education, and by other appropriate groups.
- 2.16 **Appointment of Finance and Internal Audit Committee.** **Sponsor** encourages the **Governing Authority** to appoint/elect a Finance and Internal Audit Committee that meets before **Governing Authority** meetings to review in detail all financial information and to make recommendations to the **Governing Authority**. **Sponsor** encourages the Committee to conduct financial oversight and monitoring.

- 2.17 **Progress Reports.** The **Governing Authority** shall submit, within four months after the end of each school year, to the **Sponsor** and to the parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and its financial status. The financial status report shall be in the form prescribed by the Auditor of State. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer and of the Treasurer and provide **Sponsor** with the methodology used for such performance evaluations.
- 2.18 **Annual Budget.** The **Governing Authority** shall adopt an annual budget by October 1 of each year.
- 2.19 **Governing Authority Performance Evaluation.** **Sponsor** shall evaluate the performance of the **Governing Authority** in reaching specific governing and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.

### **ARTICLE III** **COMPLIANCE WITH LAWS**

#### **3.1 Compliance with Ohio Laws.**

- a. To the extent required by R.C. 3314.03, the **School** shall comply with the following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.534 [zero tolerance for violent and disruptive behavior], 3313.536 [school safety plan], 3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.618 [extra-curricular requirements], 3313.6012 [academic intervention], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6016 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention-focused programs], 3313.6025 [instruction on interactions with peace officers], 3313.6410

[withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment, 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension, expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 [permanent exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention initiatives], 3313.668 [removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with food allergies], 3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [ food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.39 [criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3321.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties of teacher or superintendent upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [ enforcement proceedings], 3321.19 [examination of cases of truancy], 3321.191 [habitual absence, truancy], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.251 [whistleblower protection], 5502.262 [school emergency management plan], and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.

- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
- e. To the extent required by R.C. 3314.03, the **School**, unless it is an e-school, shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.
- f. To the extent required by R.C. 3314.03, the **School**, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 33113.6023 [CPR and AED training].
- g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
- h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.

3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of Twenty-five (25) students; and for a minimum of Nine Hundred Twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades K-12 and/or serve ages 5-19. The **School** contracted to serve grades K-12, and intends to add the additional grades over time until all contracted grades are served. (*if applicable*) The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 850 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.

3.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification to, and approval by, the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five or more consecutive days.

3.4 **Compliance With Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

## ARTICLE IV OPERATIONS

4.1 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.

4.2 **Admission Policies and Procedures.** The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.

- a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.
- b. The **Governing Authority** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:

(i) <u>          No          </u> state yes or no	The <b>Governing Board</b> prohibits the enrollment of students who reside outside of _____ (the District in which the <b>School</b> is located).
(ii) <u>          No          </u> state yes or no	The <b>Governing Board</b> permits the enrollment of students who reside in the districts adjacent to _____ (the District in which the <b>School</b> is located).
(iii) <u>         Yes         </u> state yes or no	The <b>Governing Board</b> permits the enrollment of students who reside in any other District in the State of Ohio.

If “yes” has been indicated in (ii) or (iii) above, the **Governing Authority** must submit to the **Sponsor** a plan for inter-district open-enrollment. Such plan must comply with this Contract, with R.C. 3314.06, and with the **School’s** admission policy.

4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment and attendance policy requiring a student’s parent/guardian to notify the **School** of changes in the parent’s or the student’s residence. The enrollment and attendance policy must include an address verification policy for students. At a minimum, the admission procedure at all times must include the following:

- a. Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychologist, speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.
- 4.4 **Notice Upon Enrollment.** Upon enrollment, the **Governing Authority** must distribute to the student's parent the statement required pursuant to R.C. 3314.041, and the **School's** most recent report card.
- 4.5 **Public Inspection of Policies.** The **School's** enrollment, attendance, and participation policies will be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.6 **Lottery.** If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-handicapped students, the target ratio of the number of autistic students to non-handicapped students in the **School's** population shall be 3%; the total number of autistic students to be enrolled shall be 12; the total number of non-handicapped students to be enrolled shall be 338.
- 4.7 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30<sup>th</sup> day after the student has failed to participate.
- 4.8 **Community Racial and Ethnic Balance.** The **School** shall develop ways to achieve a balanced enrollment reflective of the community it serves. The **School** shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The **Governing Authority** shall annually assess and compare the **School's** racial and ethnic demographic data with the community it serves and determine whether the **School's** racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the **Sponsor** for review.
- 4.9 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.
- 4.10 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.

#### 4.11 **Payment to Sponsor.**

- a. Pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay the **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State in consideration for providing monitoring, oversight, and technical assistance to the **School**. Such payment may be automatically withdrawn each month by the **Sponsor**.
- b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten (10) business days from written demand from the **School** or (b) in monthly installments for up to the entire term of the **School's** then current sponsorship contract.

#### 4.12 **Notification.** The **Governing Authority** must immediately report to **Sponsor** knowledge of any event or circumstance that may have a material adverse effect on the **School**. The **Governing Authority** also must report to **Sponsor** knowledge of any potential litigation or litigation against or affecting the **School** within five (5) business days of such knowledge.

#### 4.13 **Operator Agreements.**

- a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet the organization's quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.
- b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter.
- c. If the **School** retains an attorney to negotiate the Operator Agreement, that attorney must be independent of the Operator with which the **School** is contracting, in accordance with R.C. 3314.036.



- d. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract. **Sponsor** will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to be evaluate. Approval is at **Sponsor's** discretion.
- e. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval of or an opinion regarding legality and is not binding upon the **Sponsor**. The Operator Agreement shall at all times comply with this Contract and State and Federal law.
- f. Each Operator Agreement must meet the following requirements:
  - 1. Afford the **School** adequate resources to pay professional fees to resolve any controversies between the Operator and the **Governing Authority**.
  - 2. Include criteria for early termination, and require notification procedures and a timeline for early termination or nonrenewal of the Operator Agreement, in accordance with R.C. 3314.032(A).
  - 3. Stipulate which entity owns all **School** facilities and property, including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the **Governing Authority** or Operator, in accordance with R.C. 3314.032 and 3314.0210.
  - 4. When an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services rendered, such property is property of the **School** and is not property of the Operator.
  - 5. All moneys the Operator loans to the **School**, including facilities loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(3).

6. If the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).
7. If the **School** closes and ceases operation, any property acquired by the Operator with State Funds shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
- g. If the **Governing Authority** does not engage an Operator, the **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to carry out its duties and, is likely to cause immediate or irreparable harm to the **School** and/or its students.

4.14 **Compliance with Health and Safety Standards.** Any facility used for or by the **School** shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the **School** and available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **Governing Authority** providing to the **Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

4.15 **Technology Plan.** The **School** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for E-tech Ohio or any successor thereof. All technology plans must be updated and submitted as required by law, rule or regulation.

4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep the same up to date, including but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.

4.17 **Access to Records.**

- a. The **Governing Authority, School, and Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”), and its regulations, the **Sponsor** is an authorized representative of a state educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** Complete Access to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Complete Access includes the ability to inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.
  - b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
  - c. **Sponsor** is responsible for any liability or adverse consequence(s) to the **School** resulting from an accidental or other deletion, release, or alteration of information or data systems of the Department as a result of such access if caused solely and directly by the **Sponsor**.
  - d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine (“TIDE”) norm-referenced testing portal, Educational-Value Added Assessment System (“EVAAS”) data, and other school data necessary for **Sponsor** to fulfill its obligations.
- 4.18 **STEM School.** The **School’s Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.19 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School’s** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the date and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or suspension. A copy of the policies shall be posted in a central location in the **School** and made available to student and parents/guardians upon request.

The **School** must maintain separate disciplinary policies and procedures for students receiving special education services. These policies and procedures may not infringe upon the rights of students receiving special education services under State and Federal law.

- 4.20 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **Governing Board** fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.
- 4.21 **High School Diplomas.** At least thirty (30) days before graduation, the **School** shall send to the **Sponsor** a list of graduates and proof of their meeting the Ohio Graduation Test, or other legally acceptable combination of tests required for graduation. The **School** shall comply with the requirements of the Ohio core curriculum and/or allowable waivers thereof. The **School** shall comply with R.C. 3313.61 and 3313.611, except that by completing the curriculum adopted by the **Governing Authority** the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Ohio Revised Code. Beginning, however, with students who enter ninth grade for the first time on or after July 1, 2010, the requirements in R.C. 3313.61 and 3313.611, that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C) unless the person qualifies under R.C. 3313.6043(D) or (F). The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency pursuant to R.C. 3313.604(J) and any changes to graduation requirements.
- 4.22 **Compliance with Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

## **ARTICLE V**

### **Mission, Educational Plan/Program and Performance Plan**

- 5.1 **Educational Plan/Program.** The **School** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attaining the Performance Standards set forth in the **School's** Education

Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**. The School's performance must include standards by which the **Sponsor** can evaluate the success of the **School**. Performance standards must include, but are not limited to, all applicable report card measures as set forth in R.C. 3302.03 and 3314.017, measurement assessment achievement tests, grade-level tests, annual measurable objectives, performance index, value-added, graduation tests, state report cards, observations and internal school goals.

- 5.2 **Curriculum.** The Educational Plan/Program of the **School**, including its mission, goals, characteristics of students, ages and grades of students and focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached as part of **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of the **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(L)(2). Learning opportunities may be classroom-based and non-classroom-based, and include supervised instructional and educational activities, and any blended instruction delivery, as defined in the **School's** Education Plan/Program. The Education Plan must detail any preschool, computer-based, or approved 22+ Adult High School Diploma programs. The Education Plan/Program is attached in **ATTACHMENT 2**.

Learning opportunities must be: (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. All learning opportunities must meet the criteria for student participation established under R.C. 3314.08(H)(2).

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indication of the blended learning model it uses; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion of students; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how private student data is protected; and (7) indication of teacher professional development offered.

- 5.3 **Sponsor Performance Rating.** **Sponsor** will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be

averaged and the resulting score is the **School's** Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the **School** will be placed on Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination. **Sponsor** retains the right to grant exceptions in certain circumstances such as: change of leadership, adoption of new curriculum, or implementation of new behavior management program.

- 5.4 **School Performance and Assessment.** The **School** must administer all statewide achievement tests as required by law. The **School** shall be subject to and comply with all requirements relating to the State assessments and accountability systems, including proficiency rates on State assessments, student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable.

The **School** must assess and keep initial benchmarks of all students so the **Sponsor** can review progress and make suggestions for academic improvement. Such assessments and benchmarks shall be identified in the **School's** Comprehensive Plan.

The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, include student performance on other valid and reliable assessments.

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4) financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. From time to time, **Sponsor** and/or the Ohio Department of Education may change performance standards and their assessment.

- 5.5 **Sponsor's Annual Performance Report and Renewal Evaluation Rubric.** Prior to contract renewal, and at least every five (5) years for long-term contracts, **Sponsor** shall conduct a high-stakes review that rigorously evaluates the performance of the **School** subject to **ATTACHMENT 3**, and the **Sponsor** Annual Performance Report and Renewal Evaluation Rubric. **Sponsor's** primary

measures of school quality are the objective and verifiable measures of student achievement. These measures must be met for contract renewal.

The **Sponsor's** performance framework surpasses minimum standards required by law and is school specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups; (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (Percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available

5.6 **Unavailability of Some Performance Measures.** The Board and Sponsor acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the framework, and the **Sponsor** may consider qualitative data from corrective action plan monitoring and biannual reviews.

5.7 **Intervention.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.

## **ARTICLE VI** **REPORTING AND RECORDS**

6.1 **Annual Report.**

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the **Sponsor** regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the annual evaluation received from the **Sponsor** available to each parent by November 30<sup>th</sup> of each School Year.

## 6.2 **Additional Reporting.**

- a. **Sponsor Requests.** Unless specified otherwise, the **Governing Authority** and/or the **School** shall provide responses to reasonable requests from the **Sponsor** within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the **Sponsor**, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.
- b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State against any member of the **Governing Authority**, the Operator, if applicable, the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend funds on behalf of the **School**, including those hired by the Operator. The **School** shall respond within a reasonable time to any of the **Sponsor's** inquiries regarding such information.
- c. **Operator.** The **Governing Authority** shall provide a written report to the **Sponsor** of all financial data, structure, and operations of its Operator with which it contracts, if applicable, as it pertains to the **School**, upon **Sponsor** request, and for the **School's** Annual Report.

- 6.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as **Sponsor** deems advisable or necessary. **Sponsor** will consider its Site Visit Reports in determining whether to renew a Contract. Site visits may require access to "educational records" as defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. **School** agrees to grant **Sponsor** complete access to educational records, as defined by FERPA, and all other



records, reports and information maintained by the **School** or its agents that is reportable to the Department of Education or the Auditor of State.

## **ARTICLE VII** **STAFFING**

- 7.1 **Contracts.** The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its mission and fulfill its duties under this Contract. The **Governing Authority** may enter into agreements with a third party to employ, administer, and hire teaching and non-teaching staff as necessary to carry out the **School's** mission and fulfill its duties under this Contract. No such contract of employment may extend beyond the expiration of this Contract. The **School** must provide to the **Sponsor** its plan for disposition for staff in the event of nonrenewal, suspension, termination, or expiration of this Contract.
- 7.2 **Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendents, employees, and agents from all liability arising directly out of any action or omission occurring during that person's employment by the **Governing Authority** and during such leave from the **Sponsor**. Nothing in this subsection obligates this **Sponsor** to provide such a leave of absence.
- 7.3 **Employment of Teachers.**
- a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**.
  - b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be certified or licensed in accordance with R.C. 3319.22 - 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments unless Ohio law provides otherwise. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or forty (40) hours per week if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301.
  - c. Upon employment, the **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification to **Sponsor**, as well as the credentials and background checks for all staff of the **School**.
  - d. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold

a valid license issued pursuant to R.C. 3319.22 for teaching physical education.

- e. The ratio of students to full-time equivalent classroom teacher shall be no more than 30 to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension upon providing documentation of courses.
- f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violation and substance abuse and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.

7.4 **Collective Bargaining.** Teaching and non-teaching employees may organize and collectively bargain pursuant to R.C. 4117, *et seq.* In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit notwithstanding R.C. 4117.06(D)(1).

7.5 **Performance Pay.** If the **School** receives funds from a grant awarded under the Federal Race to the Top, program Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5, 123 Stat. 115, **School** shall pay teachers based upon performance in accordance with R.C. 3317.141 and will comply with R.C. 3319.111 as if it were a school district. **School** must have a valid process, similar to OTES and OPES, for evaluating teachers and principal/superintendent that includes goal setting and review of student performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A **Governing Authority** member or designee and/or regional manager of an Operator must undergo appropriate training/credentialing by the Ohio Department of Education if responsible for evaluating the principal/superintendent.

7.6 **Employee Benefits.** The **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively under R.C. 4416, to the collective bargaining agreement supersedes to the extent that it provides for health and other benefits.

7.7 **Professional Development.** The **Governing Authority** shall provide a plan describing the professional development activities offered to the **School** staff as a part of the **School's** Comprehensive Plan.


- 7.8 **Volunteers.** All volunteers must be notified that the **School** requires a background check before they can volunteer in the **School**.

## **ARTICLE VIII** **FINANCES**

- 8.1 **Financial Records.** The **School's** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.
- 8.2 **Fiscal Officer.** The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

<b>School Rep Initials</b>	<b>ERCO Rep Initials</b>
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The **School** agrees that its fiscal officer shall be  
(pick, initial and sign only):

- |   |       |    |   |
|---|-------|----|---|
| _____   | _____ | 1. | The <b>School's</b> Treasurer<br>_____ ; or   |
|  | _____ | 2. | Its Operator<br>_____, through the<br>Operator's Treasurer<br>_____ ;   |
| _____   | _____ | 3. | A qualified service provider named<br>_____<br>(credentials and training to be provided to the<br><b>Sponsor</b> .) |

- 8.3 **Fiscal Bond.** The Fiscal Officer shall execute a bond in an amount and with surety to be approved by **Sponsor**, payable to the State of Ohio, conditioned on the faithful performance of all official duties required of **School** Fiscal Officer. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.

- 8.4 **Fiscal Services Agreement.** The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between a **Governing Authority** and a third party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily responsible for all financial-related provisions of the closing procedures should the **School** close.
- 8.5 **Custody of School Funds.** All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer, who shall maintain all funds and accounts of the **School**.
- 8.6 **Financial Plan.** A Financial Plan detailing an estimated school budget for each fiscal year of this Contract and an estimated Five Year Plan. These are attached as part of **ATTACHMENT 4**, which also includes the Fiscal Officer's license and Financial Self-Evaluation of Financial Goals and Measurements. The Financial Plan must meet specific performance measures for financial performance and sustainability. **Sponsor** evaluates the **School's** performance in reaching prescribed financial goals. The **School's** self-evaluation projects its ability to meet these goals throughout the Contract. See **ATTACHEMENT 4**. These evaluations will be considered in the **Sponsor's** renewal process.
- 8.7 **Fiscal Budget.** Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under R.C. 3314.08. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Department of Education, must be included in the budget. Projected expenses must include the total estimated per pupil expenditure amount for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator sufficient data, to allow **Sponsor** to review revenue and expenses.
- 8.8 **Financial Management.** The **School** must file with **Sponsor** its policies and procedures for internal financial controls. These must include the following:
- a. Commonly accepted accounting practices and the capacity to implement them.
  - b. Bank account maintenance within Ohio.
  - c. Adequate payroll procedures;

- d. Procedures for creating and reviewing of monthly and quarterly financial reports.
  - e. Internal control procedures for cash receipts, cash disbursement and purchases.
  - f. Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.
- 8.9 **Borrowing Money.** The **School** may borrow money only to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** may issue notes to evidence its borrowing. A copy of all notes must be provided to **Sponsor** within five (5) days of execution. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for acquisition of facilities.
- For schools with Operators, all loans from the Operator, including facility loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.
- 8.10 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.
- 8.11 **Audits.** The **Governing Authority** may contract with an attorney, an accountant, or entity specializing in audits for assistance. However, such attorney, accountant or entity must be independent from the **School's** Operator.
- 8.12 **Financial Audit Standards.** The **School** understands that the **Sponsor** must be present at all meetings with the Auditor of State. The **School** must provide written notice to the **Sponsor** of the time, date, and location of all such meeting to the **Sponsor** within three (3) business days of receiving notification of a meeting.
- 8.13 **Unauditable Status.** If the **School** is declared unauditable under R.C. 33114.51, the **Governing Authority** must suspend the Fiscal Officer and find an immediate replacement. If the **Governing Authority** has contracted with an Operator that provides the fiscal services, the **Governing Authority** must cause the Operator to suspend the Fiscal Officer and find an immediate replacement.

## **ARTICLE IX**

### **INSURANCE / INDEMNIFICATION**

- 9.1 **Liability Insurance.** **Governing Authority** must maintain comprehensive general liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the

aggregate. The insurance coverage shall be for the **School**, the **Governing Authority**, its Directors, Officers and its employees, and also for the **Sponsor**, its Board, Superintendent and employees, as additional insureds. The insurance coverage must be occurrence coverage or claims made coverage and the **Sponsor** must be an additional certificate holder.

The policy or certificate of insurance shall be provided to the **Sponsor** upon request. The **Governing Authority** shall provide evidence of such coverage annually.

The **Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and shall provide evidence of the same to the **Sponsor**.

9.2 **Indemnification.** The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, Superintendent, employees and agents from any and all claims, demands, actions, lawsuits, legal fees incurred, causes of action, obligations, losses, costs, expenses, attorneys fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

- a. A failure of the **Governing Authority** and/or **School** or its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, including the obligation to pay all bills and invoices for services when due.
- b. All actions and/or omissions by the **Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law, both state and federal.
- c. Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under law; (3) all agreements in any way connected herewith, on the part of the **School**, to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **Governing Authority** or to third parties in any way related to the **School**.
- d. Any liabilities incurred by **Sponsor** or its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by the **School** or the **Governing Authority** unless the **School** or **Governing Authority** obtains a final

judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

- 9.3 **Survival.** All provisions of this Article XI shall survive the voidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

**ARTICLE X**  
**SPONSOR OBLIGATIONS**  
**CONTRACT AUTHORIZATION, PERFORMANCE MONITORING,**  
**TERMINATION AND NON-RENEWAL**

- 10.1 **Contract Authorization.** Before executing this Contract, the **Governing Authority** must pass a resolution authorizing execution of this Contract and authorizing a member of the **Governing Authority** to execute this Contract for and on behalf of the **Governing Authority** with full authority to bind the **Governing Authority**. The **School** shall provide a copy of resolution to **Sponsor**.
- 10.2 **Performance Monitoring.** The **Sponsor** reserves the right during the term of the Contract to require the **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:
- Place the **School** Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
  - Replace the **School** Chief Administrator.
  - Hire **School** improvement coaches and monitor the academic improvement plan at each **Governing Authority** meeting.
  - Require **School** to implement additional academic supports and monitor the progress of students at each **Governing Authority** meeting.
- 10.3 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.
- 10.4 **Obligations.** The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:
- a. Monitor the **School's** compliance with all laws applicable to the **School** and with the terms of the Contract and provide technical assistance to the **School** in complying with applicable law and this Contract. The **Sponsor** is not the **School's** legal counsel, and the **School** shall consult its own legal counsel for legal advice.
  - b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis.

Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.

- c. Report annually to the Department of Education and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
- d. Monitor the financial and enrollment records of the **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.
- e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit the School.
- f. Take steps to intervene in the **School's** operation to correct problems with the **School's** overall performance, pursuant to R.C. 3314.023(E).
- g. Declare the **School** on probationary status pursuant to R.C. 3314.073.
- h. Suspend the operation of the **School** pursuant to R.C. 3314.072.
- i. Terminate the Contract pursuant to R.C. 3314.07 as determined necessary by the **Sponsor**.
- j. Require a corrective action plan from the **School** to cure any issues or violations.
- k. Ensure appropriate fiscal controls and develop a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The **Governing Authority** consents to the authority of the **Sponsor** to carry out its obligations. If needed, under Department of Education closing guidance. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.
- l. Submit annual assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or, if the **School** is not an internet or computer-based school, and changes its facility location or adds a facility, provide annual assurances prior to the first year it operates from the new building pursuant to R.C. 3314.19.
- m. Report on the amounts and types of expenditures made to provide monitoring oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.



- n. Adhere to and comply with the **Sponsor** Contract with the Department of Education to operate as a **Sponsor**.
- o. Assist the **Governing Authority** with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.

#### 10.5 **Probation and Suspension.**

- a. Probation. The **Sponsor** may place the **School** on probationary status pursuant to R.C. 3314.073 in lieu of suspension or termination after consulting with the **Governing Authority** and specify the conditions that warrant probation upon receiving the **Governing Authority's** written assurances, satisfactory to **Sponsor**, of the actions and time frame to remedy the conditions, remove the probationary status. Probationary status shall not extend beyond the end of the School Year.
- b. Intent to Suspend/Suspension. Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:
  - 1. Failure to meet student performance requirements stated in this Contract.
  - 2. Failure to meet generally accepted standards of fiscal management.
  - 3. Violation of any provision of this Contract or applicable state or federal law.
  - 4. Other good cause.
- c. Process.
  - 1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days to submit a proposed remedy.
  - 2. **Sponsor** shall promptly review the proposed remedy.
  - 3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.

4. Upon receiving the Notice of Suspension, the **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefor.
5. The **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
6. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30<sup>th</sup> day of September of the following School Year.

#### 10.6 **Expiration, Termination and Non-Renewal of Contract**

- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
- b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
  1. Failure to meet student performance requirements as stated in Contract.
  2. Failure to meet generally accepted standards of fiscal management.
  3. Violation of any provisions of the Contract, or applicable state or federal law.
  4. Other good cause.
- c. Upon fourteen (14) days' notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.
- d. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice.
- e. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision.

- f. Upon a decision of the **Sponsor** to suspend the Contract, it becomes void if the **Governing Authority** does not provide a proposal to remedy.
  - g. Termination of the Contract shall be effective upon the occurrence of the later of the following events:
    - The date the **Sponsor** notifies the **School** of its decision to terminate the contract (if the School does not file a written notice requesting an informal hearing);
    - if after an informal hearing, the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice.
  - h. Upon termination of its contract the **School** shall close permanently at the end of the current school year or on a date specified in the notice of termination. Any **School** whose contract is terminated shall not enter into a contract with any other sponsor.
- 10.7 **Closure.** The **School** shall comply with the closing procedures of **Sponsor**, the Department of Education, and all other required procedures at the pertinent time. The **Governing Authority** acknowledges the obligations of the **Sponsor** in Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** must comply with all closing procedures, including those set forth in **ATTACHMENT 5**.
- 10.8 **Disposition of Assets.** In the event that this Contract is (a) suspended and terminated; (b) not renewed and not reassigned to another sponsor; or (c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **Governing Authority** and the **School**:
- a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
  - b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
    - 1. Assets held upon condition requiring return, transfer, or conveyance which condition shall have occurred by reason of the

dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements.

2. In the case of a public benefit corporation:

- i. Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.
- ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended, or
- iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

10.9 **Renewal Process.**

- a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the **Sponsor**, the **School** may apply to the **Sponsor** for renewal of the Contract. The **Sponsor's** Protocol for Renewal is attached as **ATTACHMENT 7**.
- b. During the School Year in which this Contract expires, the **Sponsor** shall provide the **School** with the renewal application, the renewal application guidelines, and a list of required documentation.

10.10 **High Stakes Reviews.** Renewal is subject to a High-Stakes Review and the **Sponsor's** determination that the **School** has satisfactorily complied with this Contract and all applicable laws, that the **School** is financially solvent, organizationally viable, and that the **School's** progress in meeting its Performance Targets is satisfactory.

10.11 **Reasons for Non-Renewal of Contract.** The **Sponsor** may choose not to renew this Contract for any of the following reasons:

- failure to meet student performance requirements set forth in this Contract;
- failure to meet generally accepted standards of fiscal management;

- violation of any provision of the Contract or applicable state or federal law; or
- other good cause. See R.C. 3314.07

#### 10.12 **Non-Renewal.**

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, the notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School** may, within fourteen (14) days of receiving the notice, request in writing an informal hearing before the **Sponsor** in accordance with the **Sponsor's** protocol for non-renewal.
- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

10.13 **School Intention to Non-Renew.** If the **School** does not intend to renew its Contract with the **Sponsor**, the **School** shall notify the **Sponsor** in writing, including the reason, at least one hundred eighty (180) days prior to the expiration of this Contract. Prior to the notification, the **Governing Authority** must adopt a resolution at a properly noticed public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify the **Sponsor**.

10.14 **Assignment of Contract.** The **School** may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration.

### **ARTICLE XI** **MISCELLANEOUS**

11.1 **Dispute Resolution.** In the event of a dispute between the **Sponsor** and **Governing Authority** regarding either any term of this Contract or any community school issue, the parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or his/her designee is final and binding. Any appeal of the decision of the Superintendent or his/her designee shall be to the Hamilton County Court of

Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.

- 11.2 **Term.** This Agreement shall be for a term of 3 year(s) commencing on the date of execution **July 1, 2021** through **June 30, 2024** due to the status of the sponsorship agreement between the Department of Education and ERCO.
- 11.3 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.4 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.5 **Notices.** All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

The Educational Resource Consultants of Ohio, Inc.  
3401 Hamilton-Mason Road, Suite A  
Hamilton, OH 45011

With a copy to:  
Phyllis E. Brown  
Brown Law Firm, LLC  
250 E. 5<sup>th</sup> Street, Suite 1500  
Cincinnati, OH 45202

If to the Governing Authority or School to:

School Name  
Board President  
School Address

With a copy to:

School legal counsel

- 11.6 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The **School** must not amend or modify the text within the Sponsorship Agreement. Notifications required by this Contract shall not be considered amendments or modifications of this Contract. **Sponsor** regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** and its legal counsel regularly assess Contract language to ensure consistency with changes in state and/or federal law and regulations at least every six months. If there are significant changes in state and/or federal law and regulations at any time, legal counsel notifies **Sponsor** and **Sponsor** determines the need for modification. Finally, **Sponsor** may modify its existing contract to reflect changes and modify its template for new schools.
- 11.7 **Attachments.** All Attachments to this Contract are incorporated by reference into the Contract. Resolutions by the **Sponsor's Governing Board** and **School Governing Authority** approving this Contract shall be attached to this Contract.

**The Educational Resource  
Consultants of Ohio, Inc.**

**School Governing Authority**

By: J. Leonard Harding

By: 

Title: Executive Director

Title: Board Chair

with full authority to execute this Contract for and on behalf of **Sponsor** and with full authority to bind **Sponsor**.

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

### Attachments Table of Contents

ATTACHMENT		PAGE
	<b>ATTACHMENT 1</b>	41
Attachment 1A	School Governing Authority/Board of Directors: Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes	42
Attachment 1B	Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number	43
Attachment 1C	Code of Regulations	52
Attachment 1D	Administrative and Governance Plan	60
Attachment 1E	Conflict of Interest/Related Party Policy	62
Attachment 1F	Related Party Disclosure Form	67
Attachment 1G	School Calendar	69
Attachment 1H	IRS Determination Letter (if any)	n/a
Attachment 1I	Self-Evaluation of Operations and Governance Goals and Measurements	72
Attachment 1J	Calendar of School Board Meetings	73
	<b>ATTACHMENT 2</b>	74
Attachment 2A	Educational Plan / Program and alignment with Ohio Academic Standards	75
Attachment 2B	School's Mission, goals, ages and grades of students and focus of curriculum.	75



Attachment 2C	Blended Learning Model Description (if appropriate).	90
	<b>ATTACHMENT 4</b>	120
Attachment 4A	Financial Plan, including estimated budget for each year and estimated five-year plan	121
Attachment 4B	Treasurer License	124
Attachment 4C	Treasurer Bond	125
Attachment 4D	Surety Bond (\$50,000 New School Only)	n/a
Attachment 4E	Treasurer Contract	132
Attachment 4F	Self-Evaluation of Financial Goals and Measurements	136
	<b>ATTACHMENT 5</b>	137
Attachment 5A	Description of Facility	138
Attachment 5B	Suspension and/or School Closing Procedures	143
Attachment 5C	Facility Lease Agreement or copy of Sales Contract and related documents. Recorded Conveyance Documents.	146
	<b>ATTACHMENT 6</b>	173
Attachment 6A	Organization Chart	174
Attachment 6B	Chief Administrative Officer Contract	175
Attachment 6C	Management by Third Party Contract (if applicable)	180
	<b>ATTACHMENT 7</b>	199

## **ATTACHMENT 1**

- A. School Governing Authority/Board of Directors:  
Member Names, Addresses, Email Addresses, Telephone Numbers, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter (if any)
- I. Self-Evaluation of Operations and Governance Goals and Measurements
- J. Calendar of School Board Meetings

\*Board Name:

The Brilliance School

\*Board Established Date:

2/7/2020

(e.g. date the charter was approved)

\*Term Length Years

3 years

(e.g. the number of years that the board members serve; typically found in the bylaws)

\*Required Information

*Member's Name	*Term Start Date	*Term Expiration Date	Original Start Date (if known)	Board Role (e.g. President, Vice President, Secretary, Treasurer, Other, etc.)	Board Role Start Date (if known)	E-mail	Address	City, State, Zip	Phone Number(s)	Preferred Phone Number
Danny Thomas	2/7/2020	2/7/2023	2/7/2020	Chair	2/7/2020	<a href="mailto:dannyt89@icloud.com">dannyt89@icloud.com</a>	26654 Mulberry Circle	Richmond Heights, OH 44143	216-244-4643	Cell
Jason Wagner	2/7/2020	2/7/2023	2/7/2020	Vice Chair	6/15/2020	<a href="mailto:jason-l-wagner@hotmail.com">jason-l-wagner@hotmail.com</a>	10346 Merriam Lane	Twinsburg, OH 44087	216-256-3272	Cell
Jason Flowers	2/7/2020	2/7/2023	2/7/2020	Treasurer	6/15/2020	<a href="mailto:jason.d.flowers@hotmail.com">jason.d.flowers@hotmail.com</a>	4134 Princeton Blvd	South Euclid, OH 44121	216-926-8609	Cell
Daniel Barton	2/7/2020	2/7/2023	2/7/2020	Secretary	6/15/2020	<a href="mailto:dbarton2004@gmail.com">dbarton2004@gmail.com</a>	3306 Shake Dr	Twinsburg, OH 44087	330-322-9378	Cell
Candi Joyner	9/21/2020	9/21/2023	9/21/2020	Board Member		<a href="mailto:cljoyner82@gmail.com">cljoyner82@gmail.com</a>	1952 W 50th St	Cleveland, OH 44102	216-978-9262	Cell

<<copy and paste additional rows if necessary>>



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
05/22/2018	201814103412	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

**Receipt**

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

HOPE ACADEMY FOR AUTISM  
KIMBERLY CLINKSALE  
1628 NILES ROAD SE  
WARREN, OH 44484

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**  
**4184316**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**HOPE ACADEMY FOR AUTISM**

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

Document(s)

**DOMESTIC NONPROFIT CORP - ARTICLES**

Effective Date: 05/17/2018

Document No(s):

**201814103412**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
22nd day of May, A.D. 2018.

**Ohio Secretary of State**

Form 532B Prescribed by:

**JON HUSTED**  
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453)  
Central Ohio: (614) 468-3910

www.OhioSecretaryofState.gov  
busserv@OhioSecretaryofState.gov

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

Mail this form to one of the following:

Regular Filing (non expedite)  
P.O. Box 670  
Columbus, OH 43216

Expedite Filing (Two business day processing time.  
Requires an additional \$100.00)

P.O. Box 1390  
Columbus, OH 43216

For screen readers, follow instructions located at this path.

## Initial Articles of Incorporation

(Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

2018 MAY 17 AM 11:47  
2018 APR 27 AM 11:45

Please check the box if this nonprofit corporation is being formed for the following purpose:

- ☐ Community Improvement Corporation (Economic Development or Land Reutilization) - Please see Ohio Revised Code Chapter 1724 or the instructions at the end of this form for more information.

**First:** Name of Corporation

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

City

State

County

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

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

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

*To Help the student with Education and training*

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

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

**Original Appointment of Statutory Agent**

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

Hope Academy for Autism

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

Kimberly Clinkscale

(Name of Statutory Agent)

1628 Niles Road SE

(Mailing Address)

Warren

(Mailing City)

OH

(Mailing State)

44484

(Mailing ZIP Code)

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

(Signature)

(Signature)

(Signature)

**Acceptance of Appointment**

The Undersigned,

Kimberly Clinkscale

(Name of Statutory Agent)

, named herein as the

Statutory agent for

Hope Academy for Autism

(Name of Corporation)

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

Statutory Agent Signature

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

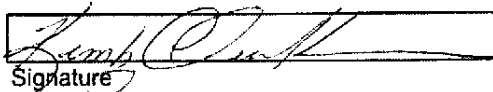
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

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

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

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

  
Signature

By (if applicable)

Kimberly Clinkscale

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
07/17/2020	202017102550	AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00

**Receipt**

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

AMY GOODSON CO., LLC  
288 S. MUNROE ROAD  
TALLMADGE, OH 44278

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose**  
**4184316**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**THE BRILLIANCE SCHOOL**

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

Document(s)

**AMENDMENT TO ARTICLES**

Document No(s):

**202017102550**

Effective Date: **07/15/2020**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
17th day of July, A.D. 2020.

**Ohio Secretary of State**



Form 541 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

[OhioSoS.gov](http://OhioSoS.gov) | [business@OhioSoS.gov](mailto:business@OhioSoS.gov)File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

## Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50 Form Must Be Typed

**Check the appropriate box:**

- ☒ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- ☐ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

**Complete the following information:**

Name of Corporation

HOPE ACADEMY FOR AUTISM

Charter Number

4184316

**A copy of the resolution of amendment must be attached to this document.**

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

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

**Required**

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

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

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

Signature

Board President

By (if applicable)

Danny Thomas

Print Name

Signature

By (if applicable)

Print Name

## HOPE ACADEMY FOR AUTISM

## BOARD OF DIRECTORS







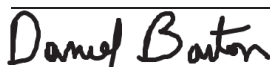

May 18, 2020 RESOLUTIONS

2020-019      **A RESOLUTION TO APPROVE THE CHANGE OF THE SCHOOL NAME FROM "HOPE ACADEMY FOR AUTISM" TO "THE BRILLIANCE SCHOOL"**

**WHEREAS**, the school board recognizes the need to have a school name that more accurately reflects the new mission and vision for the students, families and community.

**IT IS THEREFORE RESOLVED**, that the Board of Directors of Hope Academy for Autism hereby approves the name change from "Hope Academy for Autism" to "The Brilliance School."


Resolution 2020-019 was adopted upon an affirmative majority. The vote was as follows:

	<u>YES</u>	<u>NO</u>
		
		
		
		

## CERTIFICATION

The foregoing are true and correct resolutions adopted by the Governing Authority of the School at a public Board meeting dated May 18, 2020.

  
 Hope Academy for Autism

  
 AIC Authorized Representative

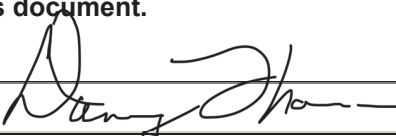
**By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.**

**Required**

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

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

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



Signature

Board President

By (if applicable)

Danny Thomas

Print Name

Signature

By (if applicable)

Print Name

# CODE OF REGULATIONS

## OF The Brilliance School

### ARTICLE I GENERAL

#### Section 1.      **Name.**

The name of this Ohio nonprofit corporation shall be The Brilliance School (the “Corporation”).

#### Section 2.      **Operation, Objectives, and Guiding Principles.**

Subject to all of the terms and conditions set forth in the Corporation’s Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a.       The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the “Internal Revenue Code of 1986,” as amended.

b.       Unless otherwise specifically set forth in this Code of Regulations:

1.   No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2.   No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3.   The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4.   No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person’s membership; and
5.   No loans shall be made by the Corporation to its directors or officers.

#### Section 3.      **Location.**

The Corporation’s headquarters shall be located and maintained in Trumbull County, Ohio or such other location as the Board of Directors may determine.

#### **Section 4. Property.**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

### **ARTICLE II BOARD OF DIRECTORS**

#### **Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 3 below.

#### **Section 2. Authority.**

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

#### **Section 3. Election of and Term of Office of Directors.**

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

#### **Section 4. Director Vacancies.**

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

## **Section 5. Qualifications.**

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

## **Section 6. Compensation.**

The Board may provide by resolution for compensation of Directors in accordance Ohio Revised Code 3314.02(E)(5).

## **Section 7. General Powers of the Board.**

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

## **Section 8. Other Powers.**

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;
- c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;
- d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

# **ARTICLE III MEETINGS**

## **Section 1. Meetings of the Board.**

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

## **Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code or is otherwise subject to Section 121.22 of the Ohio Revised Code.

## **Section 3. Quorum.**

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

## **Section 4. Vote of Directors.**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members present and entitled to vote.

## **Section 5. Executive Session.**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.



## ARTICLE IV OFFICERS

### Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

**a. President.** The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

**b. Vice-President.** The Vice-President shall perform duties as are conferred upon him/her by these Regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

**c. Secretary.** The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

**d. Treasurer.** The Board Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an individual as the corporation's designated Fiscal Officer/Treasurer who shall hold such licenses and receive such training as required by Ohio law.

**e. Designated Fiscal Officer.** The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

## **Section 2. Assistant and Subordinate Officers.**

The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation, if any.

## **Section 3. Duties of Officers May be Delegated.**

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

## **Section 4. Qualifications and Authority of Officers.**

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

## **Section 5. Term of Office.**

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

## **Section 6. Resignation and Removal.**

Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

## **Section 7. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

## **ARTICLE V COMMITTEES**

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President or the Board from among its members. Committee members shall be appointed by the President or the Board.

## **ARTICLE VI BOARD POLICIES**

### **Section 1. Nondiscriminatory Policy**

The Corporation shall not discriminate on the basis of race, color, gender, national origin, pregnancy status, religion, economic status or military status with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the Corporation will comply with all federal and state laws regarding the education of handicapped students.

### **Section 2. Conflicts of Interest Policy**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person. In addition to the ongoing obligation to disclose any conflicts of interest, each member shall annually sign a conflict of interest/disclosure statement.

## **ARTICLE VII INDEMNIFICATION**

### **Section 1. Indemnification.**

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation, proceeding, claim, or other matter therein, whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

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

**Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of the Corporation.

**ARTICLE VIII  
CONFLICT WITH ARTICLES OF INCORPORATION**

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

**ARTICLE IX  
DISSOLUTION**

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

**ARTICLE X  
FISCAL YEAR**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

**The Brilliance School**  
**Administrative and Governance Plan**  
**SY21**

**Board Preparation and Practice.** The Brilliance School (TBS) Board will continue to utilize the recruitment and orientation process to ensure it maintains at least a five member Board per Ohio law. The TBS Bylaws identify the terms of membership and officers of the organization. The member terms will be staggered to ensure there are consistency and longevity on the Board at all times. The officer positions will be elected annually to provide for consistent review and evaluation of performance and participation. The TBS Board will receive thorough and ongoing orientation and training. New Board members will proceed through the Board Orientation Process, which is a required and essential tool used to ensure continuous and consistent Board performance. The Board intends to ensure materials, training, and information is provided to new members to encourage knowledgeable and active participation from day one of membership throughout each Board member's full term. During the planning and Board recruitment stage, a prospective Board member candidate will go through the orientation. Candidates will receive an overview of TBS as well as financial and academic performance information on the educational program. Candidates will receive a Statement of Expectations, a Code of Ethics/Conflict of Interest Policy, a Board meeting schedule, and informational references to help them determine if they can adhere to the required commitment. The potential Board member will complete an application and provide a resume for consideration.

The Board Effect or similar system may be utilized to provide training, resources, Board and school leader assessment recommendations, and goal setting and monitoring tools. Available 24 hours a day and seven days a week, Board members will have immediate access to TBS goals and reporting allowing for close monitoring of academic and financial performance, and timely course corrections. The Board will work with the sponsor and the necessary contract with local legal counsel and local expertise to ensure annual Board training is conducted and received, and the development of policies and guidance on legal and legislative issues occur. New Board members will receive access to the Board Effect system containing contracts, policies, schedules, budgets, commitment statement, and the Code of Ethics/Conflict of Interest Policy. Ongoing governance training may be provided from Board counsel, the sponsor, the Building Excellent Schools Connect to Excellence program, and Board Effect materials. The Board will utilize a Non-Profit Board Self-Assessment Tool that is designed to help the organization assess the Board's performance and identify priorities for energies and activities to benefit TBS and the organization going forward.

The combination of performance assessment and priority setting is the foundation of superior non-profit board performance over time. The results of the assessment will allow for focused discussions among Board members around the governance activities that will result in the greatest benefit for TBS and the organization as a whole. The TBS Bylaws address the Code of Ethics and Conflict of Interest Policy (CIP). The purpose of the CIP is to protect TBS interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a TBS Board member or might result in a conflict. The Board will determine whether a conflict of interest exists based on guidelines of CIP. There are no existing relationships that could pose actual or perceived conflicts if the application is approved. Every potential Board member receives the Board Member Code of Ethics and CIP during the Board Orientation Process, which outlines the process to address any perceived conflicts. There is complete autonomy between the Board, the sponsor, and the management company. The CIP is reviewed annually, and a conflict of interest disclosure statement is acknowledged by the Board to ensure ongoing compliance.

**Developing Policies and Procedures.** The Board works with the school, its liaison, and Board counsel to develop policies that comply with laws, rules, and regulations. TBS establishes procedures to ensure compliance with the Board adopted policies. The Board reviews policies at open meetings wherein the policy is reviewed, deliberated, and formally adopted by a majority of the Board members in attendance. The Board will monitor progress to assure TBS is utilizing data-driven assessments to measure student academic progress and achievement. This progress will be presented using the Board Effect board book distribution, and data will be analyzed regularly during each Board meeting in order to allow teachers, leaders and management to report to the Board on student progress as well as provide the ability to respond in real-time with an analysis and plan. The TBS Performance Framework offers guidelines and measurable outcomes in areas of achievement, growth, and comparative and school-specific goals. The framework will be utilized as an evaluation tool to determine school and Principal success. Board meetings include this review and will meet after test assessments are complete, and year-end. Additionally, the Board will periodically evaluate the management company using an education service provider evaluation tool to ensure management is effectively implementing the processes outlined in the management contract. The Board must assure financial sustainability and ongoing operational compliance. There will be collaborative discussions and financial reporting by the TBS Fiscal Officer and operational updates reviewed at Board meetings. The Principal and management will be responsible for the school's daily operations and provide reports on academic and operation performance.

## CODE OF ETHICS & CONFLICT OF INTEREST POLICY

### I. PURPOSE

The purpose of this Code of Ethics and Conflict of Interest Policy is to promote the honest and ethical conduct of the directors, officers and employees of the Corporation, including: (i) the ethical handling of actual or apparent conflicts of interest; (ii) full, fair, accurate, timely and understandable disclosure; (iii) compliance with all applicable governmental rules and regulations; (iv) prompt internal reporting of violations; and, (v) accountability for adherence to this Code of Ethics. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations and Ohio community schools.

### II. DEFINITIONS

1. Interested Person. Any director, officer, or member of a committee with governing board delegated powers of the Corporation who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
  - (a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
  - (b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
  - (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

### III. PROCEDURES

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with board-delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or 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 thereupon determine whether the disclosure shows that a conflict of interest exists.
3. Procedures for Addressing the Conflict of Interest.
  - a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
  - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts 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 attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
4. Violations of the Conflict of Interest Policy.
  - a. If the board or committee has reasonable cause to believe that a person has failed to disclose actual or possible conflicts of interest or has violated this policy, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose or violation.
  - b. If, after hearing the response of the person and making such further investigation as may be warranted in the circumstances, the board or committee determines that the person has in fact failed to disclose an actual or possible conflict of interest or has violated this policy, it shall take appropriate disciplinary and corrective action.



5. Prohibited Relationships and Acts. The foregoing notwithstanding, the limitations specified below shall apply to all of the Corporation's directors, officers and applicable employees, and any situation violating such limitations shall constitute a violation of this policy, not subject to waiver or approval by the board or otherwise:
- (i) No member of the governing board shall be an officer or employee of an education management organization or a sponsor having a business relationship with the Corporation.
  - (ii) No director, officer, or employee of the Corporation may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.
  - (iv). No member of the governing board shall during the time of membership also serve as a member of a school district board of education.
  - (v) No member of the governing board shall owe money to the state in relation to a closed community school or have an unresolved finding for recovery against him or her as listed in the state audit database.
  - (vi) No member of the governing board shall have been convicted of a crime that would cause that member to be ineligible for a teaching license.
  - (vii) No member of the governing board shall have been convicted or have pled guilty to theft in office under Ohio Revised Code 2921.41 or a substantially similar offense in another state.

#### **IV. RECORDS OF PROCEEDINGS**

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

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, 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 therewith.

#### **V. COMPENSATION**

- (a) A voting member of the board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation other than the compensation as

authorized under the Ohio Revised Code for compensation to community school governing board members.

- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

## **VI. ANNUAL CONFLICT OF INTEREST STATEMENTS**

Each director, officer and employee shall at the time of election, appointment or employment, and every annually thereafter, sign a statement which affirms that such person:

- (a) Has received a copy of this Code of Ethics and Conflict of Interest Policy,
- (b) Has read and understands this Code of Ethics and Conflict of Interest Policy,
- (c) Has agreed to comply with this Code of Ethics and Conflict of Interest Policy, and
- (d) Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- (e) Understands that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions. All members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions. These restrictions also apply to all officers and employees of a community school, although teachers and other educators who do not perform, and have no board to perform, supervisory or administrative functions are not subject to the post-employment and conflict of interest restrictions in R.C. 102.03.

## **VII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

Recognition of the public interest must be a permanent commitment of the Corporation in the conduct of its affairs. The activities of the Corporation's directors, officers and employees must always be in full compliance with both the letter and spirit of the Education Law, Not-for-Profit Corporation Law, the Corporation's Charter, the Corporation's Code of Regulations and all other laws, rules and regulations applicable to the Corporation's purposes and business. Furthermore, no such person should assist any third party in violating any applicable law, rule or regulation. This principle applies whether or not such assistance is, itself, unlawful. The Corporation's directors, officers and employees must respect and obey the laws of the cities, states and countries in which the Corporation operates and avoid even the appearance of impropriety. When there is a doubt as to the lawfulness of any proposed activity, advice must be sought from the Corporation's

president, the directors and/or legal counsel.

Violation of applicable laws, rules or regulations may subject the Corporation, as well as any director, officer or employee involved, to severe adverse consequences, including imposition of injunctions, monetary damages, fines and criminal penalties, including imprisonment. Directors, officers and applicable employees who fail to comply with this Code of Ethics and applicable laws will be subject to disciplinary measures up to and including termination of employment or relationship with the Corporation.

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- (b) Whether partners and joint venture arrangements and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement or impermissible private benefit.

School: \_\_\_\_\_

**2020-2021 BOARD MEMBER QUALIFICATION &  
CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Please respond to each of the following to the best of your knowledge. Any answers provided on this form do not necessarily mean a conflict exists, however, additional information may be requested based upon the answers provided.

1. I have received a copy of the Code of Ethics & Conflict of Interest Policy.  
☐ yes      ☐ no
2. I have read and I understand the Code of Ethics & Conflict of Interest Policy.  
☐ yes      ☐ no
3. I agree to comply with the Code of Ethics & Conflict of Interest Policy.  
☐ yes      ☐ no
4. I understand that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.  
☐ yes      ☐ no
5. Are you employed by:  
a school district?  
☐ yes      ☐ no  
an educational service center?  
☐ yes      ☐ no
6. Do you serve on a traditional public school district board of education?  
☐ yes      ☐ no
7. If you are or have been a licensed educator, has your license to teach been refused, limited, or revoked by the Ohio State Board of Education?  
☐ yes      ☐ no
8. Have you pled guilty or been convicted of theft in office under Ohio Revised Code 2921.41 or a similar offense in another state?  
☐ yes      ☐ no
9. Do you owe the state of Ohio money or are you in dispute over owing the state of Ohio money concerning the operation of a community school?  
☐ yes      ☐ no
10. Do you have any findings for recovery pending against you by the Auditor of State of Ohio?  
☐ yes      ☐ no
11. I understand that all members of the governing board of a community school are subject, without limitation, to the provisions of the Ohio Ethics Law as set forth in Ohio Revised Code Chapter 102, which include postemployment, confidentiality, conflict of interest, gifts, and representation restrictions.  
☐ yes      ☐ no
12. I understand that all members of the governing board of a community school are also subject, without limitation, to Ohio Revised Code Sections 2921.42 and 2921.43, which include public contract, nepotism, and supplemental compensation restrictions.  
☐ yes      ☐ no

13. Do you or your immediate relatives have a Financial Interest including a compensation arrangement, as defined in the Corporation's Code of Ethics & Conflict of Interest Policy?

☐ yes ☐ no

If yes, describe the Financial Interest: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

14. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by this school's **sponsor**:

\_\_\_\_\_ or ☐ None

15. List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by the school's **operator/management company**:

\_\_\_\_\_ or ☐ None

List the names of any of your immediate relatives (spouse, children, parents, grandparents, siblings, or in-laws), or your business associates currently or within the previous three years employed by a **vendor** that has contracted with this school:

\_\_\_\_\_ or ☐ None

16. List all Ohio community school governing boards upon which you serve and any compensation / stipend you receive for such service:

School Name:

Stipend Amount:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

17. Disclose any other potential conflicts of interest you may have with regard to your service on this school's Board of Directors:

\_\_\_\_\_  
\_\_\_\_\_

18. I have submitted to a background check as required by the sponsor contract and understand that the background check results will be provided to the sponsor and a copy of the results may be retained at the school facility and/or the school's document management system, which may be accessible by the school's educational management organization.

☐ yes ☐ no

By signing below, I attest to the truth of the above statements and agree to promptly inform the Board of Directors of any changes in my responses.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed



**4** Independence Day

JULY '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**14** Professional Learning Day  
**17** M.L. King Day  
**20** Quarter Two Ends  
**28** Report Cards Day

**16-27** Teacher Training  
**30** First Day of School

AUGUST '21						
S	M	T	W	Th	F	S
						1
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

**11** Professional Learning Day  
**14** Presidents' Day  
**17** Parent-Teacher Conferences

**6** Labor Day- No School  
**10** Professional Learning Day  
**16** Parent-Teacher Conferences  
**1-30** KRA & Diagnostic assessments completed

SEPTEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MARCH '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**11** Professional Learning Day  
**17** Parent-Teacher Conferences  
**31** Quarter Three Ends

**8** Professional Learning Day  
**11-15** Fall Break  
**21** Parent Teacher Conference  
**29** Quarter One Ends  
**31** Halloween

OCTOBER '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL '22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**02** Good Friday- No School  
**04-08** Spring Break- No School  
**15** Report Cards Day  
**21** Parent-Teacher Conferences

**05** Report Cards Day  
**10** Veterans Day- No School  
**12** Professional Learning Day  
**18** Parent Teacher Conferences  
**24-26** Thanksgiving Recess  
**25** Thanksgiving Day

NOVEMBER '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY '22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**08** Mother's Day  
**13** Professional Learning Day  
**19** Parent-Teacher Conferences  
**31** Memorial's Day- No School for Students



10 Professional Learning Day  
16 Parent-Teacher Conferences  
20- Jan 3 Winter Break  
25 Christmas Day

DECEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

10 Professional learning Day  
17 Quarter Four Ends /Last Day of School  
19 Father's Day  
20-23 Teacher Training  
24 Report Cards Mailed Home

- 1118 hours for all scholars (beyond the 455 required for ½ day K, 910 required for K-6, and 1001 required for 7-12)
- 137 hours for professional learning for staff

Assessment Calendar		
KRA		Aug 30 – Oct 22
I-Ready Diagnostic (K-8) Fall	BRILLIANCE NEO administers diagnostic assessments based on the provisions within Ohio Department of Education and Third Grade Reading Guarantee. The end result of these assessment scores is an On Track/Not on Track determination grades K-3. This vendor-approved assessment can also serve as the required diagnostic assessment for grades kindergarten through third grade eliminating the need to administer the state paper-pencil test for reading.	Sep 7 – Sep 24
OST 3 <sup>rd</sup> Grade Reading Fall Interim Assessment 1 (2-8)	IAs will be given 3 times per year, at each grade level, in math and reading. School leaders and teachers will be able to review the assessment prior to the 4-6 week instructional cycle so they can adequately create daily learning objectives that align to the standards that will be assessed on the IA.	Oct 25 – Oct 29 Oct 25 – Nov 4
Interim Assessment 2 (2-8)	IAs will be given 3 times per year, at each grade level, in math and reading. School leaders and teachers will be able to review the assessment prior to the 4-6 week instructional cycle so they can adequately create daily learning objectives that align to the standards that will be assessed on the IA.	Dec 14 – Jan 7
I-Ready Diagnostic (K-8) Winter	BRILLIANCE NEO administers diagnostic assessments based on the provisions within Ohio Department of Education and Third Grade Reading Guarantee. The end result of these assessment scores is an On Track/Not on Track determination grades K-3. This vendor-approved assessment can also serve as the required diagnostic assessment for grades kindergarten through third grade eliminating the need to administer the state paper-pencil test for reading.	Jan 18 – Jan 28



Ohio English Language Proficiency Assessment Alternate Assessment Interim Assessment 3(2-8)	IAs will be given 3 times per year, at each grade level, in math and reading. School leaders and teachers will be able to review the assessment prior to the 4-6 week instructional cycle so they can adequately create daily learning objectives that align to the standards that will be assessed on the IA.	Feb 7 – Feb 25  Feb 21 – Apr 11 Feb 21 – Mar 4
Ohio State Test (ELA) Ohio State Test (Math) Ohio State Test (Science)		Apr 11 – Apr 22 Apr 25 – Apr 29 May 2 – May 9
I-Ready Diagnostic (K-8) Spring	BRILLIANCE NEO administers diagnostic assessments based on the provisions within Ohio Department of Education and Third Grade Reading Guarantee. The end result of these assessment scores is an On Track/Not on Track determination grades K-3. This vendor-approved assessment can also serve as the required diagnostic assessment for grades kindergarten through third grade eliminating the need to administer the state paper-pencil test for reading.	Apr 29 – May 9
Ohio State Test 3 <sup>rd</sup> Grade Reading Summer		July 11 – July 15



# ERCO

## Self-Evaluation of Operations and Governance Goals and Measurements

School: The Brilliance School

Date: June 10, 2021

Goals	2020-2021	2021-2022	2022-2023	2023-2024
School complies with governance requirements and expectations.	3	3	3	3
School holds academic, operations, financial, and administrative leadership accountable for performance.	3	3	3	3
School-wide environment is conducive to learning.	3	3	3	3
School complies with facilities requirements.	3	3	3	4
School complies with health and safety requirements.	4	4	4	4
School complies with reporting requirements.	3	3	3	3
School complies with all other obligations.	2	3	3	4
Primary contacts (including governing board members, superintendents, principals, or designees therefore cooperate by responding to sponsor requests within requested timeframes.	3	4	4	4
<b>Scoring:</b> 4 = Exceeds expectations 3 = Meets expectations 2 = Approaches expectations 1 = Below expectations				

**Directions: Complete for current year and each remaining year of your Sponsorship Agreement**



**BRILLIANCE**  
SCHOOL



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10608 Granger Road, Garfield Heights, OH, 44125 | 330.274.4306 | [thebrillianceschool.org](http://thebrillianceschool.org)

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**BOARD OF DIRECTORS  
REGULAR MEETING DATES  
FY22**

\*ALL MEETINGS ARE AT 6PM

Monday, August 16, 2021

Monday, September 20, 2021

Monday, October 18, 2021

Monday, November 15, 2021

Monday, December 20, 2021

Monday, January 17, 2022

Monday, February 21, 2022

Monday, March 21, 2022

Monday, April 18, 2022

Monday, May 16, 2022

Monday, June 20, 2022

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**MISSION:** TO PREPARE SCHOLARS FOR ACADEMIC ACHIEVEMENT AND PERSONAL SUCCESS.

## **ATTACHMENT 2**

- A. Educational Plan / Program and alignment with Ohio Academic Standards
- B. School's Mission, goals, ages and grades of students and focus of curriculum.
- C. Blended Learning Model Description (if appropriate).

## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

<b>School Name:</b>	<b>THE Brilliance SCHOOL</b>	<b>Date:</b>	<b>6/8/2021</b>
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### **Mission, Vision, Philosophy**

#### **Mission**

To prepare scholars for academic achievement and personal success.

#### **Vision**

In a world where kids are told that they are not good enough, not smart enough, and not from the right place, Brilliance sees things differently. It is the vision of Brilliance to create, for all of our scholars, a culture of high expectations for behavior and academics through a rigorous, research-based curricula and a focus on achievement, and personal growth. It is our belief that 100% of our brilliant scholars have a right to a high-quality education and are destined to illuminate the truth - all children are brilliant, and all of our scholars can achieve at high levels. It is the responsibility of Brilliance to assist scholars in helping them maximize their potential. To this end, it is our goal for Brilliance scholars to graduate, attend a college prep high school, and ultimately gain acceptance to a four-year college or university. Moreover, it is our expectation that all of our graduates will positively effect change in their local communities while making an impact on global society.

#### **Philosophy**

Whether our children want to become astronauts, entrepreneurs, health care providers, computer engineers or teachers, we have the responsibility to prepare them to achieve their dreams after they leave school. For generations, a high school diploma was an achievement that guaranteed a steady job and income to support a family. This is no longer the case. To succeed in today's job market, education beyond high school is necessary. Unfortunately, too few of Northeast Ohio's scholars obtain this level of education. Nationally, about half of scholars who enter college will earn a degree within six years.<sup>1</sup> When we look at why this is the case, a few things are clear. By the time they leave our classrooms, our scholars need strong language and math skills as well as critical thinking and problem solving abilities to succeed in college and the workforce. Nationally, fewer than one in 10 scholars who enroll in remedial coursework in community college will attain a credential within three years and then scholars and families are penalized again by having to pay tuition for remedial courses.<sup>2</sup> We commit to providing scholars with the academic supports they need to succeed in college and the careers of tomorrow. To do this, we will focus on providing intensive supports in ELA and Math so that our scholars are on-track to succeed from an early age and have the fundamental literacy and numeracy skills needed to excel in college. We will ensure that scholars are exposed to opportunities to learn about the diversity of career opportunities available to them and we will provide them with college preparatory support needed to achieve future success.

Brilliance will be no ordinary program. The stakes are too high. children in Ohio need high performing schools. Brilliance is a part of the solution. The 4 C's of Courage, Creativity, Confidence, & Community build upon the Brilliance that our scholars bring to school with them. Scholars are advocates who create solutions to their problems. It is imperative for all students to be courageous on and off campus. To show courageousness, and demonstrate courage in the face of adversity, is a sign of personal growth and maturity. To this end, The Brilliance staff will assist students by demonstrating and sharing examples of courage. Scholars exercise their creativity by innovating inside and outside of the classroom. Assisting scholars with embracing their creative side is a responsibility of the Brilliance staff. Scholars will be challenged to use their creative mindsets to problem solve in their academic and personal endeavors. Creativity, when nurtured, can be the catalyst for innovative ideas and phenomena.

Scholars are unwavering in their belief that, through hard work, they will be entitled to academic and personal success. It is this confidence that will set our scholars apart from others in their academic and personal pursuits. Brilliance will foster confidence in our scholars that will enable them to be successful. Scholars will build meaningful relationships with their peers, as well as the adults, in the Brilliance community. Brilliance School will instill, within scholars, a love and respect for their school, and local communities. It is the goal of Brilliance to teach scholars to care about the local and broader, global community. The school will help scholars understand their responsibility as it relates to being a part of the local and global community.<sup>1</sup>

<sup>1</sup><https://www.insidehighered.com/news/2017/04/26/college-completion-rates-vary-race-and-ethnicity-report-finds>

<sup>2</sup>[https://www.washingtonpost.com/news/grade-point/wp/2016/04/06/remedial-classes-have-become-a-hidden-cost-of-college/?utm\\_term=.cca896731f36](https://www.washingtonpost.com/news/grade-point/wp/2016/04/06/remedial-classes-have-become-a-hidden-cost-of-college/?utm_term=.cca896731f36)

## **Curriculum**

### **Curriculum – Learning Standards**

Student outcomes will be designed based on the Ohio Learning Standards in all core content areas:

[http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic Sections/Learning-Standards](http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic%20Sections/Learning-Standards)

Physical Education, Music and/or art will also be offered and will align to learning standards provided by the Ohio Department of Education:

<http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts> <http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education> The ODE model curriculum for fine arts will be used and can be found on the website at [http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts- Model-Curriculum](http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Model-Curriculum).

Intervention Specialists that provide instruction for students with significant cognitive disabilities provide instruction that is aligned to both the Extended Standards – (OLS – E) and the individualized learning goals outlined in each student's IEP:

<http://education.ohio.gov/Topics/Special-Education/Ohios-Learning-Standards-Extended>

## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

### Overview

a. Research proves that at-risk students can thrive when offered a school environment where expectations are high, and there is a collaborative approach from teachers and specialists to provide challenging instruction and additional academic support. THE Brilliance SCHOOL presents an education model that focuses on individualized instruction, differentiated learning, anti-bullying, social-emotional learning (SEL), and blended and E-learning. By providing a safe environment that focuses on the mental and academic well-being of the students, THE Brilliance SCHOOL can close the achievement gap. Students will now be on the path to academic success, eventually breaking the cycle of poverty that so many experiences. The academic model is based upon a proven framework that has turned around the academic trajectory of thousands of underrepresented children across the country. THE Brilliance SCHOOL will utilize best practices and instructional strategies from Uncommon Schools, Breakthrough Schools, Achievement First, and I CAN SCHOOLS (ICS). The proven academic framework follows:

Differentiated lesson plans based upon state standards	Extended school day and school year
Wrap-around services and extracurricular programs	Free reading and math tutoring after school
Teachers who care about the academic success of students	21 <sup>st</sup> -century technological learning environment
Interventions and individualized focus from the start of school	Safe, disciplined, and highly structured school
Curricula/SEL that increases achievement in at-risk students	Intense and required parent engagement

Scholars and adults can excel to their highest potential through intentional practices, rigorous opportunities for learning and relentless desire to eliminate inequality. In doing so, we will close the opportunity and achievement gaps that exist in our schools and empower our teachers and scholars to realize their full potential.

**What should schools see as a result of these expectations?**

As a result of these academic expectations, we will look to measure and support specific data points in our data dashboard. THE Brilliance SCHOOL data dashboard will help us understand data more deeply, see the big picture, and take action. These ongoing data points include, but are not limited to:

1. **Kindergarten Readiness**
2. **ELA and Math growth by grade (K-2)**
3. **ELA and Math Achievement by grade (K-2)**
4. **On track for 3rd grade**
5. **Scholar Academic Access**
6. **Scholar Growth and Performance (3-8)**
7. **Academic Rigor**

*Goal Setting* School leaders and teachers will collaborate in reviewing scholar performance and create actionable goals and future benchmarks for scholar growth and mastery on a monthly basis. These goals are expected to be posted and shared with scholars along with a detailed plan to ensure growth and mastery of each scholar throughout the month.

*Common Interim Assessments (IAs)*

8. IAs will be given 4 times per year, at each grade level, in math and reading by teachers in their classrooms.
9. School leaders and teachers will be able to review the assessment *prior to* the 6-8-week instructional cycle so they can adequately create daily learning objectives that align to the standards that will be assessed on the IA.
10. *Instructional Schedules: THE Brilliance SCHOOL* Schools will create daily schedules that maximize time on task for scholars and provide opportunities for in class intervention and enrichment as needed. If needed, schools are encouraged to adjust their daily schedule to deepen the impact of instruction and character development as needed and approved by the School leader.
11. *Standards based grading:* All scholars will be evaluated on their level of standard mastery, effort and behavior on their report card. In essence, each scholar will be given three separate scores on their report card by their teacher. This practice will hold us all accountable to outcomes and ensure as an organization we support schools based on actual performance while allowing for us to provide more specific detail on where our scholars are, in order to determine what we need to do to support them.

***Ownership*** in THE Brilliance SCHOOL means scholars will hold themselves and each other to a high level of accountability and take pride in both the process and the outcomes of their learnings. The following practices are *THE Brilliance SCHOOL way* we will instill and promote ownership

12. *Weekly Data Meetings:* School leaders and all teachers will engage in a weekly data meeting protocol that will empower teachers to review scholars work produced to evaluate the level of mastery, determine scholar misconceptions and to create individual or whole group re-teaching plans (depending of the number of scholars who master the objective and ultimately the standard). These data meetings will be held during the Teacher Based Team (TBT) time designated in the schedule of all teachers and supported by the Head of School.
13. *Measuring scholar mastery:* It is expected that scholars submit standards-based evidence of their work during a particular class period on a daily basis. Scholar work should be used to drive weekly data meetings (during TBT time) and to inform future standards-based instruction in class. Therefore, teachers should create daily standards-based exit tickets that they can give to scholars on a daily basis to gauge standards mastery.
14. *Common School-Wide Intervention block:* All schools will have a 30-60-minute block of time, 4-5 times per week, for school wide interventions. Each school will create their schedule that outlines this structure that meets the needs of their scholars. These blocks of time are expected to address the areas of greatest need for scholars and promote growth in scholar mastery in all skills and subjects. All AIC schools are expected to have clear progress monitoring trackers that outline scholar growth (as it pertains to mastery of specified standard(s)).

**Engagement** in THE Brilliance SCHOOL means that individuals are physically and mentally present in ways that continuously spark improvement, curiosity and solutions-oriented problem- solving. The following activities and considerations are *The Brilliance Way* we build and promote engagement.

#### *Elements of Excellent Teaching and Learning*

15. Teachers will internalize lesson plans with intentional equity moves that meet the lesson plan expectations of the organization.
16. A clear course overview and description of expectations (i.e. syllabus) should be outlined and provided to scholars, parents and available for posting on the school's website.

*Monthly Data Driven Decision Making (DDDM)* On a monthly basis, teachers will have an opportunity to use data to drive future instructional planning without scholars being present. Through this time, teachers will be able to adjust lesson plans, review scholar progress and improve intervention structures to maximize scholar improvement at the building level through building leadership teaming (BLT).

#### *Print Environment & Physical Space Plan*

17. There are clear expectations for the organization and set up of all of our spaces throughout a given school. Each room should show/exhibit school wide expectations, goals for the class, space for exemplary work and pictures/quotes of inspiration that align to our core values.



18. THE Brilliance SCHOOL leaders & teacher teams are expected to ensure all spaces are kept at the highest level of order and take extreme care of detail and precision in the presentation of spaces within and outside of the classroom. Acute attention to detail and the importance of joy should be demonstrated in all of our spaces within our buildings. There are clear classroom and school wide systems to ensure that all physical spaces meet or exceed expectations for our scholars and families.

### **Academic Expectations:**

#### **Quarterly:**

Teachers will provide each scholar three grades on their report card. One that outlines scholar mastery, one that outlines scholar effort and one that outlines scholar behavior/character.

#### **Monthly:**

- 19. School leaders and teachers will step back and use data to inform future planning.
- 20. Teachers will contact parents of scholars who are performing extremely well (above average) and those that are falling behind (below average).
- 21. Intervention blocks, grouping and progress will be reviewed and realigned (if data deems necessary).

#### **Weekly:**

- 22. School leaders and teachers (with the support of network leaders) will reflect on scholar mastery in their weekly data meeting (during the TBT time).
- 23. School leaders will observe and provide feedback to each teacher at least once every 10 days.
- 24. School leaders will review scholar progress in the intervention block.

#### **Daily:**

- 25. Teachers will provide scholars a formative assessment (at the end of the class period) that will provide teachers insight on the level of scholar mastery. The assessment must be written, concise (something that can be completed by a scholar in no more than 10 minutes) and aligned to the standards aligned objective given during that class period.
- 26. Scholars and teachers will engage in standards driven by learning and teaching.
- 27. School leaders will observe and provide meaningful feedback to teachers that supports and promotes future scholar growth.

## II. Curriculum

### **Social Emotional Learning (SEL).**

With the support of the community, we will foster the growth of the whole child so that our scholars can thrive in and out of school. Research shows that when schools work together with families and community organizations, scholars' learning improves, including higher grades, fewer discipline and absence issues, and an increased likelihood of high school graduation.<sup>3</sup> One 15-year study of 400 Chicago schools found that schools with strong family and community ties, regardless of any other factors, were four times more likely to improve in reading and ten times more likely to improve in math.<sup>4</sup> In a study of Title I schools, teachers who were "especially active" in engaging parents and sharing resources to support learning at home saw larger gains in student achievement, regardless of other factors.<sup>5</sup>

The basic needs of our scholars—food, clothing, and shelter—must be provided before we can expect them to engage in learning. Nationally, one in five children and adolescents experience a mental health problem during school, which could include stress, anxiety, bullying, family problems, depression, a learning disability, and alcohol and substance abuse. Unfortunately, up to 80% of scholars do not receive the treatment they need.<sup>6</sup>

We must ensure that our scholars in Northeast Ohio are getting their basic needs met, and we will work with community organizations in Northeast Ohio who want to support with this effort. We will partner with families and the community to ensure that scholars are receiving health and educational services once they are in school, we continue to provide them with these services both inside and outside of our buildings. Families should see our schools and our staff as a community resource. We will open our doors, welcome them, and introduce them to knowledgeable staff who can provide families with information about partnerships and community services. THE Brilliance SCHOOL will utilize programs such as PATHS® Program; a comprehensive, evidence backed SEL curriculum that has been proven effective around the world. SEL helps children resolve conflicts peacefully, handle emotions positively, empathize, and make responsible decisions. For teachers, Conscious Discipline is a classroom management tool to equip educators to integrate SEL, discipline, and self regulation into the classroom. Just as importantly, we can invite families to participate in their child's learning. When families are involved academically, children earn higher grades and test scores, attend school more regularly, demonstrate more positive behaviors, and are more likely to graduate from high school and to enroll in college.<sup>7</sup> We will support families with the resources they need to encourage learning at home from the time their children are in school, we will bring them in to regularly be a part of their child's education. We will encourage and support them to learn alongside their children and we will provide services to parents so that they can better understand the wealth of possibilities open to their children and guide them on how to support them to reach their goals. The school will establish deep collaboration with community partners and empower this network of organizations, led by our Community/Business/School Partnership team, allowing them to more effectively mobilize Northeast Ohio's existing assets in support of our scholars. To better connect these assets to the

community, we will look to partner with local housing agencies and social service agencies for distribution of early childhood resources and site-based trainings. As more and more parents depend on technology, and particularly social media, to acquire learning tools for their scholars, we commit to increasing the supply of early childhood resources through these channels, providing additional tools and free materials that parents can access through web and phone-based content. To further support this effort, our community partners will be equipped with free curriculum resources, aligned to the assessments and instructional priorities of the district, helping us build a more robust and coordinated network of supports across the many touchpoints our scholars have with these partners.

We will seek additional connection points for families as their children enter school assessing the possibility of home visiting or intake interviews that could help identify child or family needs early on. We commit to providing consistent, continuous support to children as they transition into school and from year to year.

Social-emotional health affects learning and development and a child's long-term outcomes. We commit to providing access to on site mental health groups that accept Medicaid, and private insurance, lead groups, and service children in-school and in their homes.

## **2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2**

We commit to providing training for all staff on how to support the cognitive, social, emotional, physical, and talent development of children and youth from diverse backgrounds.

Social-emotional support is just one component of a healthy child and we want to make sure to take care of the whole child. A scholar who comes to school hungry, sleep deprived, or unable to see the blackboard is unlikely to succeed. We will ensure that our scholars receive healthy food during the day and partner with community organizations to make sure our families have access to nutritious food at home. We will help our scholars understand how to make healthy eating, exercise, and life decisions outside of school. A healthy child is a child who comes to school ready to engage in learning.

Families have the greatest influence on how their child engages with their education. Families can reinforce the value of doing well in school, help their child build solid study habits, and intervene on their child's behalf when they think their child is falling behind academically. Schools can leverage families as their most important allies, but only if they're equipping them with the right information and tools. We will engage our families in their scholars' learning through regular events designed to teach families about what their children are learning and how their children are progressing. These events will be offered at times when working parents can attend and where childcare is provided. We also want to make sure our families provide us with regular feedback to improve school.

[https://www.sagepub.com/sites/default/files/upm-binaries/34869\\_Kochhar\\_Bryant\\_Effective\\_Collaboration\\_for\\_Educating\\_the\\_Whole\\_Child\\_Ch1.pdf](https://www.sagepub.com/sites/default/files/upm-binaries/34869_Kochhar_Bryant_Effective_Collaboration_for_Educating_the_Whole_Child_Ch1.pdf)

<sup>3</sup> Xitao, Fan & Michael Chen. "Parental Involvement and Students' Academic Achievement: A Meta-Analysis." *Educational Psychology Review* 13.1 (2001): 1–22. Henderson, A. T., & Mapp, K. L. (2002). *A New Wave of Evidence: The Impact of School, Family and Community Connections on Student Achievement*. Annual Synthesis. National Center for Family & Community Connections with Schools. Sheldon, S. B., & Epstein, J.L. (2002). Improving student behavior and school discipline with family & community involvement. *Education & urban society*, 35(1), 4-26 <sup>4</sup> Bryk, Anthony, et al. *Organizing Schools for Improvement: Lessons from Chicago*. Chicago: University of Chicago Press, 2010. Print.

<sup>5</sup> Westat and Policy Studies Associates. 2001. *The Longitudinal Evaluation of School Change and Performance in Title I Schools*. Washington, DC: U.S. Department of Education, Office of the Deputy Secretary, Planning and Evaluation Service.

<sup>6</sup> [http://www.nccp.org/publications/pub\\_929.html](http://www.nccp.org/publications/pub_929.html)

<sup>7</sup> <https://www2.ed.gov/PDFDocs/97-7022.pdf>

## **Curriculum - Model**

### **2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2**

The Ohio Model Curriculum Framework is shared with staff through Professional Development (PD). The PD schedule for teachers begins well before the start of the school year. Each summer for three weeks, teachers are immersed in training. Once the school year starts, teachers receive at least 140 hours of development training during the school year. Teachers will receive professional development workshops twice per week from 7:15am-8:15am and are monitored daily by the Principals as they continue their training with monthly in-service days, workshops, and weekly professional development. The “scope and sequence” for professional development is aligned to the seven Ohio Standards for Professional Development as well as chosen topics that will be dictated by data trends from school culture and instruction. During the regional training sessions, the Ohio Model Curriculum Framework and Ohio Learning Standards (OLS) are covered. The PD training includes a deconstruction of the OLS. Additional training and information is provided through PD that occurs each week. When data trends dictate real time needs for professional development, adjustments are made accordingly. Information on the Ohio Model Curriculum Framework is also discussed in the teacher-based teams and building leader teams that meet at least twice per month.

## **Curriculum - Pacing Guides**

[Click here for ELA sample](#)

[Click her for Middle School Math sample](#)

The scope and sequence of Zearn Math focuses deeply on a few interconnected math concepts, helping students build a strong and deep mathematical foundation that allows them to apply concepts flexibly to a variety of situations, contexts, and problems. These concepts are spiraled within and throughout grade levels in the curriculum, so students develop coherent understanding of the big ideas of math as they learn the content of their grade. Students learn these connected big ideas in aligned Independent Digital Lessons and Small Group Lessons. This approach reflects the core instructional shifts many states have adopted: focus, coherence, and rigor. The scope and sequence of the Missions for each grade are outlined in the Curriculum Map. In order for students to complete all grade-level content, students need complete four Independent Digital Lessons and four Small Group Lessons every week. This pacing ensures that students stay on track to complete grade-level content over a 36-week academic year.

Components of the Unit Planning Template and Lesson Planning Template are listed below and support the curriculum model by increasing rigor throughout the scope and sequence. The accommodations and modifications sections allow teachers to adjust the lessons according to the academic needs of the individual student. The lesson plan notates the importance that all classes will begin a “Do Now,” enter into an engaging lesson and progress through the day until the Exit Slip; thus delving into rigorous academic discourse throughout the units. The instructional strategies provided in the Heart of the Lesson section, assessments, and homework allow teachers to utilize data to make decisions regarding any additional materials and/or interventions that are needed by students to assure units are mastered.

#### Unit Planning

Lesson Information: Date, Grade, Module, Lesson, Standards

Deliverables Check List: Cover Sheet, Annotated Lesson, Annotated Text, Exit Ticket, and Homework

Foundation: Objective, Vocabulary, Materials, Close Read

Adaptations: Student Misconceptions

Driving Force: Guiding Question, Text Being Read & Discussed, Key Points Text Dependent Questions

Lesson Planning Template:

For each day, there is a lesson planning template with the following components.

Pre-Planning

Objective

Assessments: How can I measure each student’s mastery of the objectives? Formative Assessments

Link to Summative Assessments

Exit Ticket Questions

Key Points

Potential Misunderstandings

Accommodations: What accommodations am I making for students who may struggle with the material? Which students?

Modifications: How am I modifying the material for students who can’t access the regular material? Which students?

The Heart of the Lesson

Time, Instructional Minutes, Description of Instruction, Materials Needed Hook and Opening: Do Now, Preview, Engage or Hook

Explore & Explain or Intro to New Material (“I do” or “We do”) Model of the Objective, Think Aloud, Check for Understanding

Elaborate or Guided Practice (“We do”)

Elaborate or Independent Practice (“You do”)

Assessments

Evaluate or Closing: Revisit misunderstandings, check for understanding

Homework

# Zearn

## Curriculum Map

WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
K	M1 Numbers to 10 Lessons (37)										M2 2D & 3D Shapes Lessons (10)	M3 Comparison of Length, Weight, Capacity, & Numbers to 10 Lessons (32)						M4 Number Pairs, Addition, & Subtraction to 10 Lessons (41)						M5 Numbers 10-20; Count to 100 by Ones & Tens Lessons (24)						M6 Analyzing, Comparing, & Composing Shapes Lessons (8)						
	Numbers to 5   Digital Activities (50)											Numbers to 10   Digital Activities (50)											Numbers to 15   Digital Activities (35)						Numbers to 20   Digital Activities (35)							
G1	M1 Add & Subtract Small Numbers IDL (32)   SGL (32)										M2 Meet Place Value IDL (23)   SGL (23)						M3 Measure Length IDL (10)   SGL (10)	M4 Add & Subtract Bigger Numbers IDL (23)   SGL (23)						M5 Work with Shapes IDL (13)   SGL (13)				M6 Add & Subtract to 100 IDL (18)   SGL (18)								
G2	M1 Add & Subtract Friendly Numbers IDL (8)   SGL (8)	M2 Explore Length IDL (10) SGL (10)		M3 Counting & Place Value IDL (19)   SGL (19)					M4 Add, Subtract, & Solve IDL (29)   SGL (29)						M5 Add & Subtract Big Numbers IDL (20)   SGL (20)				M6 Equal Groups IDL (16)   SGL (16)				M7 Length, Money, & Data IDL (19)   SGL (19)				M8 Shapes, Time, & Fractions IDL (12) SGL (12)									
G3	M1 Multiply & Divide Friendly Numbers IDL (21)   SGL (21)					M2 Measure It IDL (21)   SGL (21)					M3 Multiply & Divide Tricky Numbers IDL (21)   SGL (21)					M4 Find the Area IDL (16)   SGL (16)				M5 Fractions as Numbers IDL (29)   SGL (29)						M6 Display Data IDL (9) SGL (9)		M7 Shapes & Mea- surement IDL (19)   SGL (19)								
G4	M1 Add, Subtract & Round IDL (18)   SGL (18)			M2 Mea- sure & Solve IDL (9)   SGL (9)	M3 Multiply & Divide Big Numbers IDL (34)   SGL (34)						M4 Construct Lines, Angles, & Shapes IDL (14)   SGL (14)				M5 Equivalent Fractions IDL (38)   SGL (38)						M6 Decimal Fractions IDL (15)   SGL (15)				M7 Multiply & Measure IDL (12)   SGL (12)											
G5	M1 Place Value with Decimal Fractions IDL (16)   SGL (16)				M2 Base Ten Operations IDL (29)   SGL (29)						M3 Add & Subtract Fractions IDL (16)   SGL (16)				M4 Multiply and Divide Fractions & Decimals IDL (32)   SGL (32)						M5 Volume, Area, & Shapes IDL (19)   SGL (19)				M6 The Coordinate Plane IDL (24)   SGL (24)											

Whole Numbers & Operations

Measurement, Data, & Shapes

Fractions & Decimals

IDL = Independent Digital Lessons

SGL = Small Group Lessons

Weeks are estimates based on students completing 4 lessons/week. Actual time may vary by student.

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## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

### Curriculum – Lesson Template

[Click here for grade 4 sample](#)

### Curriculum - Alignment with Ohio Learning Standards

[Click here](#)

### Curriculum - Literacy Skills

If we want our scholars at Brilliance to have every opportunity available to them later in life, we need to make sure they are academically on-track by third grade. Early grade literacy and numeracy are predictors of success in later years. Scholars who do not read at grade level by third grade are more likely to stay behind throughout their schooling and are four times more likely to drop out of high school than proficient readers.<sup>8,9</sup> It is during early years that scholars transition from learning to read to reading to *learn*—a skill they need for later success in school and careers. We will ensure that scholars have materials that focus on early numeracy as well as high-quality, grade-level appropriate text, deepen comprehension, and foster a love of reading. However, we know that good materials are essential but can only take us so far. Teachers will be provided with rigorous professional development and job embedded coaching and feedback to better serve our scholars. Training around the SIMPL view of reading is conducted by Kenan Bishop, National facilitator of the Standards Institute with UnboundEd.

Students will take the BOY state reading and math diagnostics in grades K-8, KRA in kindergarten and iReady Diagnostics for reading in K-8. If the diagnostic shows that a student is not on track, the school will communicate to the parents all of the following:

- Notice that their child is not reading on grade level;
- A description of current services the student is receiving;
- A description of proposed supplemental instruction services;
- Notice that Ohio's grade 3 English Language Arts test is not the sole determinant of promotion; and
- Notice that unless the student attains the appropriate level of reading competency by the end of grade 3, the student will be retained unless he or she is exempt (Note: Even if a student is exempt from retention, all other requirements of the Third Grade Reading Guarantee apply).

All students classified as not on track from the above diagnostic and State of Ohio assessments in ELA will be placed on Reading Improvement and Monitoring Plans (RIMP) as required within 60 days of receiving diagnostic results. The plan will be developed with the involvement of the student's parent or guardian and the classroom teacher and Intervention Specialist if necessary. The RIMP will include the following:

- Identification of the student's specific reading deficiency;
- A description of proposed supplemental instruction services that will target the student's identified reading deficiencies;
- Opportunities for the student's parents or guardians to be involved in the instructional services;
- A process to monitor the implementation of the student's instructional services;
- A reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student's reading progress; and
- A statement that unless the student attains the appropriate level of reading competency by the end of grade 3, the student will be retained, unless otherwise exempt.

When students are found to be not on track, after notice is provided to the parent that their child is not on grade level along with a description of current services the student is receiving, and a description of proposed supplemental instruction services, the following steps are taken to increase the student performance. Students will participate in intensive, remedial instruction by taking full advantage of the differentiated learning activities being implemented by highly qualified teachers. These activities will include, but are not limited to, research-based interventions and strategies that are specifically designed to remediate skills that have been previously taught. For example, students who are struggling with reading may be placed in small groups for an additional lesson utilizing Foundations. Programs such as iReady computer-based diagnostic curriculum will be used to fill academic holes and gaps of our students who are behind. Students who need additional support can participate in free after-school tutoring classes as well as Saturday School. The Saturday School model consists of direct instruction in reading and math by a highly qualified instructor and individualized, tailored instruction utilizing the iReady program in reading. Individualized student data is analyzed monthly, utilizing a template that illustrates growth targets, changes in ability levels, and average growth percentages for each scholar. The frequent tracking of data allows changes to be made in real-time to maximize instructional effectiveness for scholars.

Continual assessments allow corrective actions to be administered for each student efficiently. Changes in the student test and assessment data that will be available will trigger corrective actions. In response to any trends or changes in this data, the teachers, administrators, Chief Academic Officer will adjust student schedules for tutoring, one-to-one instruction, and/or small group instruction.

Students with disabilities who have individualized education programs (IEP) and also are not on track for reading must have reading improvement and monitoring plans that align and do not conflict with their IEPs.

Weekly ongoing progress monitoring will occur for all students on RIMPs and interventions will be decided based on individual deficiencies. Progress in reading will be monitored throughout the year and based on progress made, suggestions for appropriate grade level instructional and placement will be made for the following year. For 3rd grade students that are not on track, if adequate progress is not made, the student will be retained in the 3rd grade for the following school year in reading or all subjects if determined it is appropriate.

#### English Language Learners

English Language Learners (ELL) will receive instruction provided by an outsourced provider. The provider will provide instruction as related to the 10 ELP standards and 5 stages of language acquisition (pre-functional, beginner, high Beginner, Intermediate, Advanced) and the content/classroom teachers work to modify instruction and assessment by identifying the essential learning of each lesson and unit to determine how the ELL student can show understanding. The model of ELL that is provided by our providers is In-class/Inclusion Instruction, as recommended by the ODE. In this approach, ELL students are together with their Native-English speaking peers in the same classroom, but an ESL or bilingual education specialist is available in the classroom to support the ELL students. For example, the ESL or bilingual education specialist may provide guidance to the ELL students as they are working on a group project or individual assignment. The instructor will provide Inclusion Instruction that focuses on English language functions and forms that ELLs need to develop in order to access college and career-ready content standards and to be successful in school. Instructors will work with ELLs within their EPL to work towards mastery of the PLDs and PTs within their levels while receiving content instruction in the classroom with their peers, often through use of the vignettes to encourage successful participation in content-based instruction while working towards content-based goals. The preferred model for our outsourced providers to operate under is the “Sheltered Instruction Observation Protocol (SIOP) Model.”

<sup>8</sup> Schorr, Lisbeth, and Marchand, Vicky. 2007. Pathway to Children Ready for School and Succeeding at Third Grade. Cambridge: Project on Effective Interventions at Harvard University.

<sup>9</sup> Hernandez, Donald. 2011. Double Jeopardy: How Third-Grade Reading Skills and Poverty Influence High School Graduation. New York: Foundation for Child Development and the Annie E. Casey Foundation



## Curriculum – Future Success

Brilliance scholars will come from diverse backgrounds and represent a wide array of cultural norms and beliefs. When teachers walk into their classrooms, they should feel prepared to build a safe, thriving and equitable learning environment that recognizes the inherent value of every scholar. To do this, teachers and leaders need to reflect on who they are and what they bring into their classrooms and schools. In short, they should know themselves, their scholars and their communities.

Culturally relevant teaching and leadership is a way of approaching instruction that creates a bridge between scholars' home and school lives.<sup>10</sup> It utilizes the backgrounds, knowledge, and experiences of scholars to inform the teacher's lessons and methodology. In Lorain, we will commit to training all teachers, Head of Schools and central office staff in culturally relevant practices. Through this important work, we will make space for staff to discuss and reflect on who they are, who our scholars and families are and where they come from, and the socio-political perspectives and biases that manifest in our schools and classrooms. This type of self-reflection is challenging but necessary if we are to create learning environments where all scholars are valued for who they are and the unique experiences and backgrounds they bring to school.

Our scholars have an incredibly important perspective on their own schooling and this perspective should be heard regularly and in a variety of contexts. This is about more than simply having a student council. This is about including scholars in decisions that adults typically make that affect their experiences in school. Not only will scholars have a voice in decisions that affect their fellow scholars and their school community, they will be valued as sources of innovative ideas. This includes inviting them to any meetings that are about their own learning (parent teacher conferences, IEP meetings, discipline hearings, etc.), asking them to take part in school leadership meetings, and working with them to create an innovation process. It means incorporating experiences as part of their classes where they can research and think about their school and offer suggestions for improvement. All of this requires that as adults, we listen to and value the ideas and opinions of our young people. By engaging them in the creation of their own learning environment, we will create more relevant and appealing schools that scholars look forward to attending every day.

<sup>10</sup><https://cedar.education.ufl.edu/wp-content/uploads/2014/08/culturally-responsive.pdf>

## Instructional Delivery Methods and Resources/Materials

### Instructional Delivery Methods

Research and experience tell us that a quality education has the power to transform lives. According to a 2007 report from the College Board, the level of education a person acquires influences almost every facet of a person's life, including their happiness and civic engagement.<sup>4</sup> Americans with bachelor's degrees benefit compared

to high school graduates who never attend college in multiple ways:<sup>5</sup>

- The incidence of poverty is **3 times lower**
- The probability of being employed is almost **2 times higher**
- The probability of being in prison or jail is **4.9 times lower**

If we want the young scholars of Northeastern Ohio to have access to those lifelong benefits, then we must give them the academic and social-emotional support they need to pursue the colleges, careers—and lives—they choose.

## **Instructional Design**

- a. The varied approach to the instructional design accommodates students at all grade levels. The intention of the curricular plan is to meet students where they are and to remediate, enhance, and/or accelerate learning. Students who are below grade level will be provided differentiated learning activities and interventions being implemented by the teacher. These activities will include, but not be limited to, research-based interventions and strategies that are specifically designed to remediate skills that have been previously taught, including one-to-one instruction, small group instruction, reteaching, and tutoring. Programs such as Corrective Reading and Math will be used to fill academic gaps. Students currently performing at grade level will be engaged in activities to increase their academic performance. Teachers will create learning opportunities in small groups that will challenge the thinking of proficient students. For above proficiency students, teachers will use flexible grouping to differentiate and individualize the learning. Students will be engaged in project-based learning that leads to advanced studies. Teachers will use the provided curricular materials as a basis for lesson planning, instruction, and assessment. Lessons are aligned to state standards and Ohio state assessments. Instructional strategies will include the Ohio Department of Education (ODE) Intentional Instructional Practices and a blend of project-based learning, direct instruction, and Uncommon Schools recommended resources. THE Brilliance SCHOOL will utilize a two-teacher model in every K-2 classroom, which differentiates the model from the local school district and increases individualized instruction.
- b. THE Brilliance SCHOOL will create/utilize curriculum maps to illustrate when content should be taught during the school year. Quarterly assessments and minimum standards of achievement for each grade level, along with the course, will be completed. A pacing guide is an itinerary for teaching. While the lessons and teaching style can be different, the standards, assessments, and basic content are taught together. With the pacing guide, a Teacher Based Team (TBT) will examine data and make decisions to increase learning. Preliminary work of creating curriculum maps and pacing guides will be completed by the Executive Director and will be vetted by the CAO for effectiveness and alignment with Ohio state standards. When selecting the instructional strategies, careful consideration was given to keeping the instruction relevant to the target population. The school will increase the focus on understanding the students, where they come from, and how best they learn. Intense summer teacher training is taught by staff and experts in cultural diversity/sensitivity.

## **Individual Student Needs**

- a. THE Brilliance SCHOOL will address the individual needs of all students. THE Brilliance SCHOOL expects that 100% of the student population will be economically disadvantaged. To assure that a high level of education is afforded to minorities, students with disabilities (SWDs), economically disadvantaged, Special Education, LEP, and gifted/talented students, THE Brilliance SCHOOL will implement an Intervention Assistance Team (IAT) to meet monthly comprised of Intervention Specialists, the Head of School, and two teachers. The IAT will review data, complete classroom observations, coach teachers, and give teacher/parent/student surveys, to make informed decisions. The IAT is a part of the Response to Intervention (RTI) program; a multi-level prevention system to maximize student achievement and reduce behavior problems. THE Brilliance SCHOOL will utilize the results of assessments to identify students that demonstrate a struggle in performing proficiently with grade-level material. For these students, research-based interventions are implemented in the classroom and/or building. These interventions are developed by all instructional staff (plus parents where appropriate). THE Brilliance SCHOOL education for gifted and talented students will include flexible grouping and possible referrals for contracted services.
- b. THE Brilliance SCHOOL has adopted policies governing student homelessness in an effort to afford equal opportunity education and prevent discriminatory practices. Every student who meets the federal definition of “homeless” will be provided a free and appropriate public education at THE Brilliance SCHOOL in the same manner as all other students. To address English Language Learners (ELLs), upon new enrollment, all students or parent/guardians must answer the Questions on the state-required Home Language Survey (HLS). THE Brilliance SCHOOL will utilize Ohio’s WIDA assessment system and a third-party contractor to implement the academic program to ELLs. THE Brilliance SCHOOL will serve students with disabilities in compliance with all federal laws and regulations pertinent to the IDEA. THE Brilliance SCHOOL requires that an IEP is developed for each student who is found to be eligible under both the federal and state eligibility and disability standards. Students who need Special Education will have access to Intervention Specialists, 1-1 interventions, separate classrooms for a partial or full-day, contracted behavior and mental health experts, a contracted school psychologist, assistive technology devices, and access to the full curriculum with supplemental tutoring.

c. Tiered groupings through RTI/MTSS are used to deliver interventions to students who are considered at-risk in the general education program. Tier I represent students that are on grade level but may be falling behind in the mastery of subject area standards. Tier II represents students that are between one to two years behind grade level and need additional intervention to either remediate uneven learning or master standards. Tier III represents students that are more than two years behind grade level and need intensive individual intervention to target skill deficits to remediate existing problems or prevent more severe issues. THE Brilliance SCHOOL is expecting a majority Tier II student population, with classroom instruction and interventions delivered to the majority of students within the daily lesson block.

<b>Instructional Delivery Methods - Blended Learning Instructional Model</b>
NA

## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

### Instructional Delivery Methods – Research Base

#### Instructional Delivery Methods

Students receive instruction in all core content areas as well as various electives/specials from Highly Qualified Teachers. Students rotate classes according to their daily schedules, where they participate in a variety of direct and indirect instruction, which will also include project-based learning, and computer assisted learning.

At the heart of the instructional model at BrillianceS-Central is the Rigor Trajectory Scope & Sequence created by Uncommon Schools. Uncommon Schools Scope & Sequence. It features twelve key instructional strategies that when consistently implemented by all teachers in the first ninety days of school is shown to provide a strong foundation for instructional rigor and student achievement.

The Uncommon Schools team has studied tens of thousands of teachers both within and outside of their school network to isolate key strategies that allow for student achievement and exemplary performance:

#### Phase 1 (Summer Teacher Training): • Lesson Planning

1. Develop Effective Lesson Plans 101: Effective lesson plans are rooted in what students need to learn.
2. Internalize Existing Lesson Plans: Internalize, rehearse, & add time stamps to maintain pace and stay within time frame given.

#### Phase 2: School Days 1-30

##### • Independent Practice

3. Write the exemplar: Set the Bar for Excellence: Script out the ideal written responses that the teacher wants students to produce.
4. Independent Practice (IP): IP is to be a daily routine that builds opportunities for students to practice student learning objectives without help or support from the teacher.
5. Monitor Aggressively: Gather data on student mastery by checking student independent work to determine whether they're learning what the teacher is teaching (as the teacher circulates).

### Phase 3: School Days 31-60

- Respond to Student Learning Needs

6. Habits of Evidence: Teach students to annotate effectively. Require students to cite key evidence in both written and oral responses.
7. Check for Whole-Group Understanding: Gather evidence on whole-group learning at key points during the lesson.
8. Re-Teaching 101 – Model: Model for students how to think/solve/write.

### Phase 4: School Days 61-90

- Lead Student Discourse 101

9. Re-teaching 201 – Guided Discourse: Teachers will learn to push the cognitive lift to students and allow them to work through their own mistakes and build solutions
10. Universal Prompts: Push the cognitive lift back on students through universal prompts that can be used at any point during the lesson.
11. Habits of Discussion: Teach and model for students the habits that strengthen class discussion and conversation.

BrillianceS-Central will use a hybrid of the Uncommon Schools instructional model. We will use the Rigor Trajectory Scope & Sequence in its entirety (and as written) to ensure fidelity of delivery and quality of feedback to teachers. Additionally, Brilliance'S-Central will incorporate the use of other instructional strategies used by Uncommon Schools and other high performing charter networks across the country to improve instructional quality throughout the course of the year that match the needs of both our teaching staff and students.

There is a co-teacher model in grade Kindergarten where a teacher will float between the two Kindergarten classes to provide a unique and highly effective model to students. Two teachers working in a classroom afford individual attention and differentiated learning to students. Teachers will use small group, direct instruction and collaborative learning to facilitate discussion, analysis, and understanding of core content. Teachers and Intervention Specialists will be trained in the use and development of question sequencing, according to Blooms Taxonomy and Webb's Depth of Knowledge to properly scaffold questions and facilitate discussions that build rigor as lessons develop and support struggling students and students with disabilities.

Students also participate in iReady, which is an adaptive, computer-assisted learning program in reading and math. iReady is an instructional program that is based upon the instructional shifts in Math and ELA and automatically differentiates online instruction based upon diagnostic assessments and progress monitoring to meet each student at his/ her instructional level. Students will have daily interaction with iReady in the school's computer lab. A BOY (Beginning of the Year) diagnostic will be administered, and students will work through their designed adaptive programs throughout the course of the school year. Teachers will monitor progress weekly, using the data tools provided by iReady to include their progress in bi-weekly progress reports and quarterly report cards that are sent home to families. The data collected by iReady will also support teachers in creating mandatory after-school tutoring groups and Saturday School (if needed) for Reading and Math in grades three to eight. Brilliance will utilize an education model that was developed from best practices and instructional strategies from Uncommon Schools, Achievement First, Democracy Prep, and high performing members of the Excellent Schools Network.

This approach has helped to close the achievement gap across grade levels by providing rigorous academics in an environment of high expectations through implementation of the model after three years of attending. By utilizing this well-researched and proven plan, Brilliance will change the lives of underrepresented, at-risk students in their larger communities.

Each of these networks have been able to close the achievement gap for student populations that will mirror the student population of Brilliance by using the above-mentioned instructional strategies herein coupled with the following “College Readiness Characteristics” that will be present at the school:

- Firm belief that all students can learn and achieve at high levels
  - Clear, outcome-focused mission, understood by all, evidenced throughout the school
  - Highly visible leader, ensuring all are focused on the mission
  - Structured learning environment and organization
  - Classroom practices promote continuity and predictability across classrooms
  - Frequent internal assessments with data to drive instruction
  - Strong discipline code enforced by all
  - Clear and frequent communications with parents regarding student performance
  - Strong curriculum focus on skill mastery

Studies show that at-risk students can thrive in a school where expectations are high and there is a collaborative approach from teachers and specialists to provide engaging and challenging instruction as well as additional academic support. The importance of high expectations in affecting student achievement is demonstrated in a new report released this month by EducationNext entitled, The Power of Teacher Expectations: How racial bias hinders student attainment that addressed just how strongly teachers’ beliefs and expectations can influence student success. [1] The following characteristics of the model used by these high-performing charter networks will serve as the framework for closing the achievement gap at Brilliance:

- Purposeful and innovative lesson plans that are based on the Ohio Learning Standards and geared around skill mastery and project-based learning
- Extended school day and extended school year
  - Robust and free after-school program and extracurricular activities
  - Technology resources for a 21st century learning environment
  - Student progress reports every 2 weeks
  - Workshops and field trips
  - Saturday School
  - Extra reading and math tutoring at no cost to families
  - Safe, disciplined, and highly structured schools
  - Teachers who care deeply about the academic success of their students
  - Free yellow bus transportation
  - Focus on academic preparation for college and life beyond

#### Uncommon Schools - Highlights of 2016 New York State Exam Results

The following results are taken from the Uncommon School website. In 2016, 55% of Uncommon Schools students scored proficient or advanced in Math, outperforming the state average by 14% points. Uncommon Schools students in grades 3-8 outperformed the state average in both Math and English Language Arts (ELA). Their elementary students outperformed 99% of public-school districts across the State of New York in Math and over 90% of public-school districts in ELA. Uncommon New York City Leadership Prep Ocean Hill Elementary Academy 3rd graders ranked in the top 1% of schools in the state in both Math and ELA. Uncommon NYC elementary and middle school students outperformed the New York City average by 19% points in Math and 8% points in ELA. Uncommon NYC elementary students reversed the economic achievement gap, outperforming non-economically disadvantaged students by 23% points in Math and 12% points in ELA. Forty-four percent (44%) of Uncommon Schools students scored proficient or advanced in ELA, outperforming the state average by 6% points. Uncommon Rochester elementary students reversed the economic achievement gap in Math, outperforming non-economically disadvantaged students by 15% points. Uncommon Troy elementary students reversed the economic achievement gap in both Math and ELA, outperforming non-economically disadvantaged students by 15% points in Math and 13% points in ELA. Uncommon Rochester elementary and middle school students achieved proficiency at about 6 times the rate of Rochester city students in Math as well as in ELA. Results can be found here:

[http://www.uncommonschools.org/sites/default/files/downloads/uncommonschoools\\_newyork\\_statetestresults\\_2016.pdf](http://www.uncommonschools.org/sites/default/files/downloads/uncommonschoools_newyork_statetestresults_2016.pdf)

Complete recent test results are available at the following site: <http://www.uncommonschools.org/results-for-charter-schools>

### The Excellent Schools Network

The Excellent Schools Network, a part of Building Excellent Schools (BES) network, includes Entrepreneurship Preparatory School (EPS), which was Co-founded by Marshall Emerson, BES Fellow. The College Ready Characteristics and education model noted above are both implemented at Brilliance and also serve the high performing educational environment for EPS. Derived from the Ohio Department of Education website, the EPS 2015-2016 school year data includes an “A” grade in Overall Value-Added and their 2014-2015 school year data includes an “A” grade in Overall Value-Added and 70.4% or Grade C in Performance Index.

### Achievement First

Per the 2016 test results, in Connecticut, Achievement First (AF) showed stronger gains than their host districts, the states, and the most affluent districts.[2] By the eighth grade, AF students in New York are topping the state non-poor average in ELA and scoring ahead of district like Rye and Scarsdale in math.[3] On the New York state test, AF students with special needs are outperforming not only their district and state peers, but also their peers in affluent benchmark districts. [4]

By offering a platinum level of education using a proven and researched academic model in a safe and secure environment, Brilliance will address the challenges that at-risk students face in their pursuit of education and a meaningful life. The results provided by each of the networks, as defined by the ESSA (2015) definition of evidence-based strategies is “Promising” and/or “Under Evaluation.” As stated by the framework, the results and data provided by these networks “demonstrate a rationale based on high-quality positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes...” and “includes ongoing efforts to examine the effects of such activity, strategy, or intervention.” As they continue to outperform larger districts and send more of their scholars to college, the body of evidence for each of these networks will improve over time. In combination with highly effective leadership, above quality instruction, and a culture of high expectations for academics and behavior, Brilliance will experience increased levels of success.

## **Instructional Delivery Methods - Resources/Materials**

By the time a child reaches middle school, we can predict how they will do in high school and beyond, based on their ELA and Math performance. To make sure our scholars are on-track and prepared for high school by the end of middle school. We will utilize Math and ELA materials and resources that closely align with demands of college and career—and we will support our teachers and school leaders to ensure that they know how best to use these resources to ensure that scholars learn. We will extend instructional time because the more time our scholars spend learning, the better prepared they will be. Extended learning time may take the shape of a longer school day, after-school partnerships, or by extending the school year. Our aim is that every scholar in Brilliance is eligible and on track to gain acceptance and matriculate through a college preparatory high school and/or take honors level courses in high school that will further prepare them to be college ready.

a. The research-based curricula chosen by the Project Team and approved by THE Brilliance SCHOOL Board of Directors is proven to address students with academic deficiencies. The initial selection process involves 1) collaboration with high performing schools across the country, 2) evaluation of alignment to model and learning outcomes, and 3) Board approval. The Lesson Design Team (LDT), consisting of the CAO, Director of Curriculum and Instruction, Executive Director, and Head of School presents the curriculum plan for instructional resources and materials to the Board at a Board meeting four to six months prior to the start of the school year for approval. Core classes include reading, math, science, and social studies. Non-core classes include physical education, health, and arts. Curricula encompass Open Up/Expeditionary Learning (EL) ELA, Zearn (K-5) Ready Math (6-8), Ohio Next Generation Science & Social Studies Model Curriculum; Handwriting Without Tears; iReady Math and Reading; Corrective Reading & SRA Reading Mastery, and Wilson Reading System. PATHS and Conscious Discipline will be used to teach SEL and anti-bullying at the school. The curriculum is taught by highly trained teachers. Curriculum learning outcomes are designed to promote and increase critical thinking skills, construct responses, transfer learning responsibility to students, and develop problem-solving skills. Throughout the scope and sequence, growth in the rigor of learning outcomes occurs, increasing the stamina and autonomy of learning, thus preparing students for college and life success in alignment with the educational philosophy. All curricula will align with Ohio’s College and Career Readiness state standards and next generation science standards (NGSS).

Brilliance will utilize high quality instructional materials that are green lit on Ed Reports because they are nationally ranked and attend to the shifts called for by standards. Programs like Zearn or Ready Math for grades K-8 will be used as resource/materials that are standards aligned, spending the large majority of instructional time on major work of the grade, and are coherent with the progressions of the standards, making meaningful connections between supporting and major work of the grade, are viable for a school year, and present all students with opportunities to engage in extensive work with grade level problems to meet the full intent of grade level standards. Zearn (grades K-5) reflect the balances in the Standards and help students meet the Standards' rigorous expectations, while connecting the Standards for Mathematical Content and the Standards for Mathematical Practice. Ready Math (6-8) balances the rigorous expectations of the Standards, and they attend to Practice-Content Connections.

- Brilliance will utilize strongly aligned programs like OPEN UP/Expeditionary Learning (EL) at K-8 for ELA with additional support for foundational skills building in K-2. OPEN UP/EL allows engaging and high-quality texts that are appropriately rigorous and incorporate multimedia options alongside printed texts. The program includes opportunities to apply reading, writing, speaking, and listening skills across a variety of tasks designed to grow comprehensive instruction in writing, building research skills, and supporting students' developing independent reading. Brilliance will provide a strong approach to foundational skills by using programs like Wilson Foundations to provide systematic phonics instruction and build students' decoding skills. The instructional materials use a synthetic approach to phonics. Materials include a scope and sequence that clearly delineates an intentional sequence in which phonics skills are to be taught, with a clear explanation for the order of the sequence. Materials emphasize phonics instruction through systematic and repeated modeling.

To provide students with ample practice in applying their foundational skills to knowledge-building texts, we will use supplements like Geodes decodable readers, which are aligned to both the Wit & Wisdom content modules and the Foundations scope and sequence. These texts are used to give struggling readers additional practice applying foundational skills in texts that are decodable and on topics that they are learning about in their Wit & Wisdom lessons. By focusing on systematic phonics instruction (Foundations) and building vocabulary and content knowledge (OPEN UP/EL), we are not only supporting teachers in using intervention strategies aligned to the research, but also significantly improving our Tier 1 instruction so that fewer students require Tier 2 and Tier 3 intervention in the first place.

- Science
  - iScience is McGraw Hill's program for grade 6-8 and offers engaging features and thought-provoking questions and uses the inquiry-based "5 E" lesson cycle providing active, hands-on explorations of the concepts.
  - Inspire Science is a McGraw Hill modular K-5 science curricular that includes built in literacy and math components. Scientific inquiry and the science standards are heavily infused into the project designs to ensure students are meeting the required standards. The curriculum's integrated literacy and math will enable students to be a scientist while leveraging and honing their literacy and math skills. Research: <http://www.mheonline.com/inspire-science/resources>
- Social Studies
  - Social Studies Alive, History Alive, and Alexandria Plan are a sequenced framework on the teaching of U.S. and world history that provides 72 detailed illustrations (36 each for lower and upper elementary) of how to use exemplar texts. Research: <https://greatminds.org/data>.
- **Intervention Curriculum.**
  - (K-8)** iReady by Curriculum Associates offers an adaptive diagnostic and both teacher-led and individualized online instruction for a complete blended learning solution for reading and math in grades K-8. Corrective Reading by McGraw Hill is a highly intensive intervention curriculum for struggling readers. Corrective Math by McGraw Hill provides intensive support for students who have difficulty with mathematics. Read Naturally is a web-based intervention for accelerating reading achievement with visual and auditory prompts often used in conjunction with RTI/MTSS. SRA Reading Mastery by McGraw Hill is a basal reading program that develops reading skills and strategies through systematic, small steps.

- Non-Core Curriculum  
Fine arts will utilize the Ohio Model Curriculum. Physical education will utilize OAHPERD model curriculum.
- Art will utilize various art supplies.
- Physical education. Resources include, but are limited to 1) jump ropes, 2) basketballs, 3) footballs, 4) flag football belts with flags, 5) soccer Balls, 6) kick balls, 7) dodge balls, 8) cones, 9) floor paint for stations & fitness activities, 10) basketball hoops, 11) CD Player, 12) CDs (dance lessons & fitness activities), 13) whistle, 14) stop watches, and 15) a gymnasium.
- Music. Available resources include but are not limited to music books, CDs, and music kits.
- Technology. The technology at the school meets or exceeds the minimum requirements for computer-based administration. All manipulatives will be in place by the start of the school year.

## **2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2**

The resources chosen will assure that Brilliance students have the skills necessary to demonstrate student mastery of learning objectives. The Brilliance Administrators and Brilliance Chief Academic Officer (CAO) determine instructional resources and materials. The initial selection process involves: 1) collaboration with high performing schools in Ohio and across the country, 2) evaluation of alignment to model and learning outcomes and 3) Board approval. The Lesson Design Team (LDT) presents the curriculum plan for instructional resources and materials to the Board at a Board meeting four to six months prior to the start of the school year for approval. Board Members will have the opportunity to discuss the options, review research and evidence for curriculum and technology effectiveness, and ask questions of the LDT prior to approval of the curriculum and technology. The Board of Directors will review curricular and instructional changes at monthly board meetings as needed. The LDT will inform the Chairman of the Board as such needs arise. At any time that data indicates that what currently exists is not working, the CAO and will work with teachers to identify gaps in delivery or in resources and make a determination if different or additional instructional resources are needed to meet the needs of the students. Data is collected daily and weekly at the classroom level, every two weeks at the building level and every four to five weeks at the network level. This data collection process allows analysis and evaluation of academic achievement.

Assessments result justify the rationale for choosing the successful curriculum stated above. Information on the proven research can be found at the following sites:

Expeditionary Learning (EL) <https://eleducation.org/results/by-the-numbers>

Eureka Math & Alexandria Plans)

Zearn - View the website at <https://greatminds.org/data>. See Attachment 12 for Eureka Math Research and Data.

iReady

Overview: <http://www.curriculumassociates.com/products/ready-research-overview.aspx>

Assessment/Diagnostics: <http://www.curriculumassociates.com/products/ready-research-iRdiag-it-works.aspx>

<http://www.curriculumassociates.com/products/ready-research-iRdiag-why-it-works.aspx>

<http://www.curriculumassociates.com/products/ready-research-iRdiag-see-how-it-works.aspx>

Computer-Assisted Instruction: <http://www.curriculumassociates.com/products/ready-research-iRinstr-it-works.aspx>

<http://www.curriculumassociates.com/products/ready-research-iRinstr-why-it-works.aspx>

<http://www.curriculumassociates.com/products/ready-research-iRinstr-see-how-it-works.aspx>

Corrective Reading

See Attachment 13 Corrective Reading Research\_Results for detailed information.

SRA Reading Mastery

See Attachment 14 SRA Reading Mastery Research for results and data.

Inspire Science

For research, see <http://www.mheonline.com/inspire-science/resources>.

iScience

For additional information, go to <http://www.mheducation.com/prek-12/program/MKTSP-QIF20M2.html>.

Achievement Net <http://www.achievementnetwork.org/impact/>



## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

### Continuous Improvement and Professional Growth

#### **Continuous Improvement**

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

#### ○ Step 1: Collect and Chart Data

Long Term analysis of achievement and progress will occur using quarterly standards mastery assessments, unit exams, iReady, Report Cards, ANet assessments. These measures will allow teachers, leaders and management to identify and respond in real-time to practices that are hindering or ineffectively promoting achievement in route to the larger goals outlined in the OIP. In order to support teachers with this initiative, teachers will receive an in-service day following each assessment cycle to break down data and create action plans to differentiate and individualize instruction.

Short-term analysis of achievement and progress will occur via such practices as daily and weekly classroom observations, daily exit slips, classroom quizzes and exams, oral reading fluency (ORF), homework completion, and bi-weekly progress reports. Teachers will collect exit slips once per week to measure progress over time and submit those scores to administrators. Standards mastery, homework completion data will be posted outside of each teacher's classroom.

#### ○ Step 2: Analyze data

Head of Schools and teachers will meet monthly, upon the scoring of the weekly and monthly assessments to determine which students need increased amounts of academic intervention (mandatory after school tutoring and/or Saturday School). In response to the data, leaders and teachers will adjust student schedules for these interventions. Additionally, more creative and specific action plans will be written when applicable and needed. The team will use the data to continually monitor the progress and trajectory line for achieving the specified goals by comparing both school-wide and individual student gains. Leaders will determine which teachers need additional support and/or instructional coaching.

- Step 3: Establish shared expectations for implementing change

Teachers and leaders, as part of their training, are taught to monitor and evaluate student performance and make connections to practices in the classroom. Teachers participate in this initial training for two weeks in the summer and continue their training throughout the school year via monthly in-service days, workshops, and monthly Professional Development. Teachers are supported by their building leaders in evaluating progress and developing next steps for instructional practices and methodologies in the classroom. Leaders are supported by the CAO in analyzing efforts as a whole in the buildings and developing plans or modifying current plans and practices to meet the academic and achievement needs of students in the building. Teachers, leaders and the CAO are continuously involved in researching best practices to ensure that achievement is on an upward trajectory. The Board of Directors will be given comprehensive updates of all student achievement data quarterly and will be required to approve all updates and changes to the Improvement Plan created by building leadership.

- Step 4: Implement changes consistently

The results of these assessments are used to identify students that are “at risk” and demonstrate a struggle in performing proficiently with grade level material and skills. For those students that are identified as “at risk,” specific, research-based interventions are implemented in the classroom and/or building. These interventions are developed by all instructional staff (including parents where appropriate) involved including Intervention Specialists, teachers, and administrators. These interventions are monitored and evaluated for effectiveness during an agreed upon time frame with an agreed upon frequency (dependent upon the individual student and the interventions being made). For interventions that are determined to be ineffective for “at risk” students, intervention strategies and intensity increases through a succession of three trials if necessary. Interventions, Observations, Progress Monitoring and Evaluation are recorded and documented by all instructional staff involved, including parents when appropriate. If in the end of the successive interventions, progress is not made and effectiveness has not been determined, a student may be referred for consideration for Special Education.

- Step 5: Collect, chart, and analyze post-data

Teachers collect data daily and weekly and from assessments such as exit slips, project-based assessments, unit assessments, iReady, and/or ORF (oral reading fluency). TBT and BLT teams will meet at least twice per month to review and analyze the multiple measures of student achievement and progress. Data is also shared with the DLT and CMO. Data meetings with DLT Team occur at least every 4-6 weeks. The DLT share the data reports and resulting informed instructional decisions with the Board.

- Data reviewed during data meetings will inform the need for any spiraling within the unit or pacing guides, re-teaching within the unit or pacing guides, or the elimination or addition of content by classroom/content/grade level or school in the curriculum.

- If data is unacceptable at one grade level/class/school, then classroom/content/grade level plans and changes that focus on instruction and use of resources will be monitored by Head of Schools during bi-weekly check in meetings with teachers. If data is poor across the network in a particular content or grade level, then resources, materials, pacing guides, assessments and strategies will be reviewed for alignment, rigor and implementation by the DLT with a bi-weekly check—in with school leadership. If the data is unacceptable across one entire school, then school leadership will be provided coaching by DLT with weekly check-ins for monitoring.

### **Ohio Teacher Evaluation System (OTES)**

- o The Ohio Teacher Evaluation System (OTES) is being utilized at Brilliance. The Head of School evaluates the teacher. All evaluators are credentialed according to Ohio Department of Education specifications. Teachers shall be evaluated under a framework that conforms with the framework for evaluation of teachers developed under section 3319.113 of the Revised Code. R.C. 3319.113
- o Teachers who receive a final summative rating of “Skilled” from a school within Brilliance in the immediately preceding school year will be required to complete a professional growth plan annually and participate in one formal observation cycle in the following school year. Teachers must maintain a rating for student growth measures of “average” or higher and a final summative rating of “skilled” or higher during the current school year in order to continue the less frequent observation cycle in accordance with Sub. House Bill 362.
- o Teachers who receive a final summative rating of “Accomplished” from a school within Brilliance in the immediately preceding school year will be required to complete a professional growth plan annually and participate in one formal observation cycle in each of the following two school years. Teachers must maintain a rating for student growth measures of “average” or higher during the current school year in order to continue the less frequent observation cycle in accordance with Sub. House Bill 362. SLO’s will be administered for all grade levels and content that do not participate in value added or vendor assessments. The SLO administration follows the timeline, scoring template and recommended growth targets designed by ODE.

## **2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2**

### **Ohio Head of School Evaluation System (OPES)**

- o The Ohio Head of School Evaluation System is being utilized at Brilliance. The Chief Academic Officer evaluates the Head of School. All evaluators are credentialed according to Ohio Department of Education specifications.

### **Local Professional Development Committee**

- o The Ohio Principal Evaluation System is being utilized at Brilliance. The Chief Academic Officer of Brilliance evaluates the Head of School. All evaluators are credentialed according to Ohio Department of Education specifications.

### **Resident Educator Program**

o Brilliance’s Resident Educator Program provides support for teachers who are working to obtain their Permanent Teaching License in the State of Ohio. This program is designed to provide direct assistance to the school through a specified mentor who will offer the necessary support to help meet classroom challenges. All teachers employed full time under a Resident Educator license must successfully complete the school’s Resident Educator Program and pass the formative and summative assessment before they are issued a 5-year professional license, which is a license required to work as a fully credentialed teacher in Ohio schools.

o Resident Educator support

o A full formal program of support shall be four academic years in length. Resident Educator support shall include mentoring that is provided on an ongoing basis and that is congruent with the formative and summative assessment in accordance with OAC 3301-24-18. Additionally, training may include such components as monthly mentor meetings, observation of classroom practice, review of documentation prepared by the teacher, informal interviews and seminars or other practical training.

## **2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2**

o Resident Educator formative and summative assessment

o All teachers employed full-time under a Resident Educator license must successfully complete a Resident Educator Program and pass a formative and summative assessment. The formative and summative assessment shall be administered during the third and fourth year of teaching. Passage of these assessments results in eligibility for the professional license.

o The Resident Educator Program and assessments for beginning administrators shall be implemented based upon guidelines and timelines established by the Ohio Department of Education in consultation with practicing administrators and other stakeholders.

o All guidelines and timelines established by ODE will be followed with guidance from experienced administrators and stakeholders such as sponsors.

### **Professional Development Plan for Teachers**

We can only make good on all of our commitments if every Brilliance staff member feels supported in their job and is working together with our scholars to create joyful and engaging learning environments. Research shows that scholars who experience even one highly effective teacher are more likely to attend college, earn a higher salary, and save for retirement.<sup>11</sup> We also know that school leaders who build strong instructional cultures are more likely to keep their effective teachers and demonstrate proficiency rates that are 21 percentage points higher in math and 14 percentage points higher in reading.<sup>12</sup> In this spirit, Brilliance Teachers will receive valuable feedback after observations that helps to improve student outcomes based upon a clearly stated overarching vision that drives decision making at all levels. If we want every scholar in Brilliance to have access to great teachers and school leaders, we must invest in the development and recognition of our people. We will ensure that there are opportunities for career growth and development. We commit to identifying career pathways and other ways to recognize our most effective staff at all levels. focus on instructional leadership, feedback, job-embedded coaching and professional development experiences. We will invest in building management skills at all levels and make sure that we are holding ourselves accountable for results. The School Administrator and teachers are employees of the Board, and as such, the Board shall make all decisions regarding hiring, termination, staffing composition, training, and professional development. The Board shall establish and maintain on a continuous basis such teacher development programs to define teacher qualifications and performance requirements as the Operator deems appropriate. The Operator shall similarly implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general. The Board shall coordinate ongoing teacher training with respect to technology; and shall provide training in its methods, curriculum, Equity, Behavior Management, SEL and programs on a regular and continuous basis. Non-instructional personnel shall receive such training as the board determines to be reasonably necessary from time to time.

The Professional Development schedule for teachers begins well before the start of the school year. Each summer for three weeks, teachers are immersed in training. Once the school year begins, teachers are monitored daily by the Head of Schools and they continue their training with monthly in-service days, workshops, and weekly professional development. The “scope and sequence” for professional development is aligned to the seven Ohio Standards for Professional Development as well as chosen topics that will be dictated by data trends from school culture and instruction. When data trends dictate real time needs for professional development, adjustments are made accordingly. Data from OTES observations, weekly observations and student data guide the course for professional development throughout the year. Building level training is also based on the Classroom Walk-Throughs conducted by the school leader. The in-depth training consists of components that extend beyond lesson planning to demonstrate teaching methodologies and pedagogy. All professional development implemented throughout the school year will also mirror the needs and implementation plans of OIP created by leadership for Brilliance.

Teachers receive at least 140 hours of development training during the school year. Teachers will receive professional development workshops twice per week from 7:15am-8:15am (also noted on the enclosed Bell Schedule). This time is also reserved for observation feedback and planning meetings with the Head of Schools. Observation and lesson plan feedback given by leadership and implemented by all teachers will be aligned to the Ohio Standards for Professional Development. Brilliance will utilize Achievement Network (ANet) as a professional development tool in support of school leadership and teachers to strengthen their use of standards based mastery and analysis of data to get exemplary results for students living in at-risk and underserved communities. To help address the challenges of Brilliance and meet student needs, ANet will build practices that enable great teaching. The level of support may include the following:

- Roughly 20 interactions with a dedicated ANet coach. This coach helps school leadership teams support rigorous instruction that is grounded in a deep knowledge of the standards, shaped by data, and built on strong practices of great educators across the country.

- Formative interim assessments that educators use regularly throughout the year to gauge student mastery of grade level content and identify actions to help students where they are struggling.
- An online platform that provides educators with easy-to-understand data and instructional resources in math and ELA. These resources enable them to plan rigorous, standards- aligned lessons and adjust instruction based on student understanding.
- Access to the best practices of our network of partner schools delivered through regular professional development convenings throughout the school year.
- Coaching that is tailored to the specific context, strengths, and needs of Brilliance, but also includes ANet’s Leader Levers practices that are based upon a study of what’s working in the highest performing schools in their network of over 700 partners nationally. They include:

- o Leader Lever 1: Build a strong command of the standards
- o Leader Lever 2: Use data to tailor instruction for students
- o Leader Lever 3: Focus on a small number of instructional priorities
- o Leader Lever 4: Develop teachers' ability to deliver strong instruction
- o Leader Lever 5: Build a strong leadership team

Teachers attend goal-setting meetings twice per year, and are evaluated formally midway through the school year and at the end of the school year. Teachers create individual professional development plans (IPDP) in conjunction with Head of Schools at the start of the year and these plans will be reviewed and assessed twice a year. Brilliance building level leaders will use IPDP forms, workshop feedback, surveys, and the class observations and Walkthroughs to determine which teachers need additional support and/or instructional coaching. Additionally, the Resident Educator Mentors provide professional development for teachers in years 1-4 of the Resident Educator program, differentiated by year and need.

Topics for Professional Development include (but not limited to) the following and will be updated throughout the course of the year as needed based on data and trends. Standard 1: Learning Communities

1. Brilliance Mission, Vision & Culture of Excellence
2. Brilliance Instructional Vision & Goals
3. Brilliance Adult Culture & the Adult Learning Community
4. Teacher Observation & Feedback Cycle
5. Brilliance Teaching, Assessment & Data Cycle
6. PLC's & How to Impact Teaching

Standard 2: Leadership

1. RESA training & Support for RE Mentors
2. Teacher Leader Observation & Feedback Cycle

Standard 3: Resources

1. Teach Like a Champion Instructional Strategies & Accompanying Resources
2. Webb's Depth of Knowledge Rubrics
3. Bloom's Taxonomy Rubrics
4. Website Resources for Rigorous Lessons
5. Rigorous Reading
6. Text Dependent Questions
7. Writing for Understanding (Vermont Writing Collective)
8. Nix the Tricks for better Conceptual Understanding in Math

Standard 4: Data

1. Using Data to Inform Instruction
2. Do Now's & Exit Tickets
3. Teaching & Learning Cycle
4. Data Analysis & Reflection Protocols
5. Student Work Protocols
6. Ohio Improvement Plans
7. BrillianceOIP & Implementation

Standard 5: Learning Designs

1. Teacher Observation & Feedback Cycle
2. The Together Teacher 1
3. The Together Leader 2
4. Growth Mindset

## Standard 5: Implementation

1. CIP Goals and Implementation
2. Teacher Observation & feedback Cycle
3. Weekly Data & Planning Meetings for Teachers and Instructional Staff

## Standard 7: Outcomes

1. Ohio Learning Standards: Unpacking to Understand Content
2. Understanding the Instructional Shifts in Math & ELA
3. Brilliance Lesson Planning & Implementation
4. Brilliance Classroom Configurations
5. Brilliance Systems, Routines & Procedures
6. Literacy in Science and Social Studies
7. Leadership Walk Throughs and their Impact

<sup>11</sup> Chetty, Friedman, and Rockoff. “The Long-Term Impacts of Teachers: Teacher Value-Added and Student Outcomes in Adulthood.” NBER, 2012.

<sup>12</sup> [https://tntp.org/assets/documents/TNTP\\_Greenhouse\\_Schools\\_2012.pdf](https://tntp.org/assets/documents/TNTP_Greenhouse_Schools_2012.pdf)

## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

<b>Professional Development Plan for School Leaders</b>
Brilliance will utilize partners & resources like Achievement Network (ANet) as a professional development tool in support of school leadership and teachers to strengthen their use of standards-based mastery and analysis of data to get exemplary results for students living in at-risk and underserved communities. To help address the challenges of Brilliance and meet student needs, ANet will build practices that enable great teaching. The level of support may include the following: • Roughly 20 interactions with a dedicated ANet coach. This coach helps school leadership teams support rigorous instruction that is grounded in a deep knowledge of the

## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

standards, shaped by data, and built on strong practices of great educators across the country.

- Formative interim assessments that educators use regularly throughout the year to gauge student mastery of grade level content and identify actions to help students where they are struggling.
- An online platform that provides educators with easy-to-understand data and instructional resources in math and ELA. These resources enable them to plan rigorous, standards- aligned lessons and adjust instruction based on student understanding.
- Access to the best practices of our network of partner schools delivered through regular professional development convenings throughout the school year.
- Coaching that is tailored to the specific context, strengths, and needs of Brilliance-Central, but also includes ANet’s Leader Levers practices that are based upon a study of what’s working in the highest performing schools in their network of over 700 partners nationally. They include:
  - o Leader Lever 1: Build a strong command of the standards
  - o Leader Lever 2: Use data to tailor instruction for students
  - o Leader Lever 3: Focus on a small number of instructional priorities
  - o Leader Lever 4: Develop teachers’ ability to deliver strong instruction
  - o Leader Lever 5: Build a strong leadership team

Teachers attend goal-setting meetings twice per year, and are evaluated formally midway through the school year and at the end of the school year. Teachers create individual professional development plans (IPDP) in conjunction with Principals at the start of the year and these plans will be reviewed and assessed twice a year. Brilliance building level leaders will use IPDP forms, workshop feedback, surveys, and the class observations and Walkthroughs to determine which teachers need additional support and/or instructional coaching. Additionally, the Resident Educator Mentors provide professional development for teachers in years 1-4 of the Resident Educator program, differentiated by year and need.

Topics for Professional Development include (but not limited to) the following and will be updated throughout the course of the year as needed based on data and trends.

#### Standard 1: Learning Communities

1. Brilliance Mission, Vision & Culture of Excellence
2. Brilliance Instructional Vision & Goals
3. Brilliance Adult Culture & the Adult Learning Community
4. Teacher Observation & Feedback Cycle
5. Brilliance Teaching, Assessment & Data Cycle
6. PLC's & How to Impact Teaching

#### Standard 2: Leadership

1. RESA training & Support for RE Mentors
2. Teacher Leader Observation & Feedback Cycle

#### Standard 3: Resources

1. Teach Like a Champion Instructional Strategies & Accompanying Resources
2. Webb's Depth of Knowledge Rubrics
3. Bloom's Taxonomy Rubrics
4. Website Resources for Rigorous Lessons
5. Rigorous Reading (Fisher & Frey)
6. Text Dependent Questions (Fisher & Frey)
7. Writing for Understanding (Vermont Writing Collective)
8. Nix the Tricks for better Conceptual Understanding in Math

#### Standard 4: Data

1. Using Data to Inform Instruction
2. Do Now's & Exit Tickets
3. Teaching & Learning Cycle
4. Data Analysis & Reflection Protocols
5. Student Work Protocols
6. Ohio Improvement Plans
7. BrillianceOIP & Implementation

#### Standard 5: Learning Designs

1. Teacher Observation & Feedback Cycle
2. The Together Teacher
3. The Together Leader
4. Growth Mindset



#### Standard 6: Implementation

1. CIP Goals and Implementation
2. Teacher Observation & feedback Cycle
3. Weekly Data & Planning Meetings for Teachers and Instructional Staff

#### Standard 7: Outcomes

1. Ohio Learning Standards: Unpacking to Understand Content
2. Understanding the Instructional Shifts in Math & ELA
3. Brilliance Lesson Planning & Implementation
4. Brilliance Classroom Configurations
5. Brilliance Systems, Routines & Procedures
6. Literacy in Science and Social Studies
7. Leadership Walk Throughs and their Impact

### **School Calendar**

[Click here to view school calendar.](#)

### **Bell Schedule**

[Click here to view schedule](#)

## **Prevention and Intervention Policy**

### **Prevention and Intervention Plan**

- 1.) With the support of the community, we will foster the growth of the whole child<sup>6</sup> so that our scholars can thrive in and out of school. Research shows that when schools work together with families and community organizations, scholars' learning improves, including higher grades, fewer discipline and absence issues, and an increased likelihood of high school graduation.<sup>7</sup> One 15-year study of 400 Chicago schools found that schools with strong family and community ties, regardless of any other factors, were four times more likely to improve in reading and ten times more likely to improve in math.<sup>8</sup> In a study of Title I schools, teachers who were "especially active" in engaging parents and sharing resources to support learning at home saw larger gains in student achievement, regardless of other factors.<sup>9</sup>

The basic needs of our scholars—food, clothing, and shelter—must be provided before we can expect them to engage in learning. Nationally, one in five children and adolescents experience a mental health problem during school, which could include stress, anxiety, bullying, family problems, depression, a learning disability, and alcohol and substance abuse. Unfortunately, up to 80% of scholars do not receive the treatment they need.<sup>10</sup>

We must ensure that our scholars in Northeast Ohio are getting their basic needs met, and we will work with community organizations in Northeast Ohio who want to support with this effort. We will partner with families and the community to ensure that scholars are receiving health and educational services once they are in school, we continue to provide them with these services both inside and outside of our buildings. Families should see our schools and our staff as a community resource. We will open our doors, welcome them, and introduce them to knowledgeable staff who can provide families with information about partnerships and community services. THE Brilliance SCHOOL will utilize programs such as PATHS® Program; a comprehensive, evidence backed SEL curriculum that has been proven effective around the world. SEL helps children resolve conflicts peacefully, handle emotions positively, empathize, and make responsible decisions. For teachers, Conscious Discipline is a classroom management tool to equip educators to integrate SEL, discipline, and self-regulation into the classroom. Just as importantly, we can invite families to participate in their child's learning. When families are involved academically, children earn higher grades and test scores, attend school more regularly, demonstrate more positive behaviors, and are more likely to graduate from high school and to enroll in college.<sup>11</sup> We will support families with the resources they need to encourage learning at home from the time their children are in school, we will bring them in to regularly be a part of their child's education. We will encourage and support them to learn alongside their children and we will provide services to parents so that they can better understand the wealth of possibilities open to their children and guide them on how to support them to reach their goals.

## 2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2

The school will establish deep collaboration with community partners and empower this network of organizations, led by our Community/Business/School Partnership team, allowing them to more effectively mobilize Northeast Ohio's existing assets in support of our scholars. To better connect these assets to the community, we will look to partner with local housing agencies and social service agencies for distribution of early childhood resources and site-based trainings. As more and more parents depend on technology, and particularly social media, to acquire learning tools for their scholars, we commit to increasing the supply of early childhood resources through these channels, providing additional tools and free materials that parents can access through web and phone-based content. To further support this effort, our community partners will be equipped with free curriculum resources, aligned to the assessments and instructional priorities of the district, helping us build a more robust and coordinated network of supports across the many touchpoints our scholars have with these partners.

We will seek additional connection points for families as their children enter school assessing the possibility of home visiting or intake interviews that could help identify child or family needs early on. We commit to providing consistent, continuous support to children as they transition into school and from year to year.

Social-emotional health affects learning and development and a child's long-term outcomes.<sup>12</sup> We commit to providing access to on site mental health groups that accept Medicaid, and private insurance, lead groups, and service children in-school and in their homes. We commit to providing training for all staff on how to support the cognitive, social, emotional, physical, and talent development of children and youth from diverse backgrounds. Social emotional support is just one component of a healthy child and we want to make sure to take care of the whole child. A scholar who comes to school hungry, sleep deprived, or unable to see the blackboard is unlikely to succeed. We will ensure that our scholars receive healthy food during the day and partner with community organizations to make sure our families have access to nutritious food at home. We will help our scholars understand how to make healthy eating, exercise, and life decisions outside of school. A healthy child is a child who comes to school ready to engage in learning.

Families have the greatest influence on how their child engages with their education. Families can reinforce the value of doing well in school, help their child build solid study habits, and intervene on their child's behalf when they think their child is falling behind academically. Schools can leverage families as their most important allies, but only if they're equipping them with the right information and tools. We will engage our families in their scholars' learning through regular events designed to teach families about what their children are learning and how their children are progressing. These events will be offered at times when working parents can attend and where childcare is provided. We also want to make sure our families provide us with regular feedback to improve school.

2.) The MTSS Model for Brilliance provides all scholars with the best opportunities to succeed both academically and behaviorally in school by providing high quality, explicit instruction; interventions matched to scholar needs across domains, monitoring progress frequently to make decisions about changes in instruction or goal, and carefully integrating RTI and PBIS to enhance the efficiency and effectiveness of all school systems. MTSS is not program specific. According to Cole & Krehbiel (1984) behavior challenges reduce access to instruction, underlying attention deficits cause challenges in both areas, early academic challenges increase social rejection, and inadequate response to academic intervention leads to behavior challenges. The focus on quality tier 1 support sets the stage for Brilliance MTSS.

- 3.) The team works collaboratively to find the function of a challenging behavior in order to provide effective tier 2 and tier 3 supports. Brilliance utilizes a morning meeting to support SEL standards, proactive systems and routines, data collection mechanisms, restorative practices, and academic and cultural taxonomies at tier 1 for all scholars. Tier 2 support includes functional behavior assessments, academic and behavioral interventions, progress monitoring, and restorative practices/circles/family meetings. The weekly data meeting structure, daily intervention block, progress monitoring with DIBELS, and RIMP tracking, and building word recognition and language comprehension of our earliest learners to support reading comprehension are tier 1 supports built into the structure of Brilliance.
- 4.) Clear expectations for behavior, disciplinary documentation, consequence, and intervention are in place prior to engaging into a functional behavior assessment (FBA). The FBA is a process that identifies specific target behavior, the purpose of the behavior, and what factors maintain the behavior that is interfering with the scholar's educational progress. Teachers are taught the difference between classroom managed behaviors and administrator managed behaviors and provided with strategies and practice during professional learning (pre-service & throughout the school year) to develop interventions for classroom managed behaviors, and how to implement and track those behaviors in class.
- 5.) Brilliance will address the individual needs of all students. To assure that students (ELL, children with special needs, students who perform below grade level, and/or academically advanced students) receive an exceptional level of education, Brilliance will utilize an Intervention Assistance Team (IAT). Brilliance will utilize an IAT, which will meet monthly to discuss and implement classroom-based interventions. The IAT is a part of the Response to Intervention (RtI) program; a multi-level prevention system to maximize student achievement and reduce behavior problems. The American Institutes for Research's Response to Intervention four essential components include screening, progress monitoring, multi-level or multi-tier prevention system, and data-based decision making.
- 6.) The IAT team is comprised of the Intervention Specialist, Head of School and two teachers. The IAT will review data, complete classroom observations, and give teacher/parent/student surveys, in order to make informed decisions regarding necessary accommodations. As well, the IAT will work with and coach teachers so they are able to successfully service the individual needs of the students in their classrooms. Brilliance will serve students with disabilities in compliance with all federal laws and regulations pertinent to the Individuals with Disabilities Education Act. If necessary, specialty consulting firms will be utilized to provide additional assistance.
- 7.) Screening/Assessments. Brilliance will utilize the results of the various assessments described in this proposal to identify students that demonstrate a struggle in performing proficiently with grade level material and skills. For these students, research-based interventions are implemented in the classroom and/or building. These interventions are developed by all instructional staff (plus parents where appropriate) including Intervention Specialists, teachers, and administrators.

## Tiered Grouping and Instructional Organization

Tiered groupings are used to deliver interventions to students who are considered at-risk in the general education program. The information below describes the practice of using a tiered approach. Our academic program is designed to meet the needs of the possibility of having a majority Tier II school, with classroom instruction and interventions delivered to the majority of students within the daily lesson block. Listed below is the specific Tier level, benchmark, and recommended intervention.

### Tier I

#### Benchmark

- On grade level
- Falling behind in mastery of subject area standards

#### Intervention

Differentiation inside the classroom with the core curriculum

### Tier II

#### Benchmark

- Between 1-2 years behind
- Needs additional intervention to either remediate uneven learning and master standards and/or master standards

#### Intervention

- Supplemental instruction in fundamental skills to “patch the holes” in learning or practice basic skills is provided
- Extra help or tutoring to master standards. (Repetition of instruction in small group)
- Weekly ongoing assessment of skills learned to monitor progress
- Mandatory afterschool tutoring

### Tier III

#### Benchmark

- More than 2 years behind (lowest achieving)
- Needs intensive individual intervention to either intentionally target skill deficits to remediate existing problems and/or prevent more severe problems

#### Interventions

- Small group intensive intervention in fundamental skills
- One-on-one instruction
- Daily assessment of skills learned to monitor progress and, if there is no progress, potentially refer for evaluation for learning issues
- Mandatory afterschool tutoring
- Saturday School
- Wilson Reading System, if needed

ANet and formative assessments, students who are two or more grade levels behind will be given more specific screenings to identify student deficiencies. We then narrow down the specific intervention that is necessary for each individual student. Students with needs that extend beyond the standard curriculum will receive intervention that is tailored to their deficiencies. Small group instruction, pull-out or push-in services and ongoing assessment of needs will be conducted. Students who do not make progress and/or do not respond to interventions in Tier III RtI may be referred for evaluation for Special Education. However, our focus is on early intervention to increase student achievement, and consistent assessment to determine student needs so as to limit the number of student referrals.

The RtI process, monitored by the Administrators and a function of regular education at the school, will monitor the progress of students who are performing below grade level or falling behind in performance. Each month, the teachers, Intervention Specialists and Head of Schools will meet to report on student progress for students in intervention. This team would then be empowered to approve the need for evaluation or recommend further observation. Students referred for evaluation and/or re-evaluation will be screened by a certified diagnostician. The evaluation will include:

1. A review of the results of sensory screening and of the student's educational and health history.
2. A review of the student's academic and social performance, language and communication skills, performance on applicable statewide and districtwide assessment tests, and classroom performance on daily, weekly, and interim assessments.
3. A meeting with the student's teachers and parents or legal guardians concerning the student's specific academic or behavioral problem or exceptionality.
4. Sensory, health, speech and language, motor and/or other assistive technology screenings, if warranted from teacher or parent concerns and conditions, are met in accordance with guidance provided by the ODE.

Following the initial screening activities, the Intervention Specialist will establish and coordinate a School Evaluation Team (SET). The SET will consist of the Head of Schools, Intervention Specialists, and Teacher Leaders. The SET ensures that the student meets the eligibility requirements of IDEA and state regulations. The SET will collectively review and analyze all screening data, including intervention results, to determine the most beneficial option for the student.

The Intervention Specialist will be responsible for issuing the Parent's Guide to Special Education as required by the ODE prior to an initial meeting at the school to discuss the initial screenings and recommendations for the student. During the first meeting, the Intervention Specialist will provide a summary report to the child's parents on the status of the referral intervention at least once every quarter until a decision has been reached to either have the student referred for evaluation or to continue with RtI.

#### Homeless Students

Brilliance has adopted policies governing student homelessness in an effort to afford equal opportunity education and prevent discriminatory practices. Every student who meets the federal definition of "homeless" will be provided a free and appropriate public education at Brilliance in the same manner as all other students. When and if necessary, Brilliance's IAT will take the necessary measures to assure the equal opportunity treatment and education of homeless students. No homeless student will be denied enrollment based on a lack of proof of residency. Meetings with the school psychologist and mental health consulting services will be arranged, if and when necessary.

Brilliance will conduct outreach efforts that include placing information sheets on equal opportunity enrollment and recruitment guidelines throughout neighborhood locations, which may include schools, shelters, hotels, churches, emergency shelters, community organizations, medical facilities, food banks, Laundromats, and social service agencies. Brilliance will post its welcoming policies on the website and throughout its literature including the Student/Family Handbook. Additionally, students' and parents' rights information will be posted in public areas. Brilliance will make determinations based upon the definition of homeless according to federal guidelines and the Ohio Department of Education policies. The goal is to ensure that homeless students are offered enrollment and equal opportunity for success and a productive future. Brilliance will work to avoid misidentification by implementing the RtI and providing exhaustive and individualized academic supports. The provision of supplementary academic sessions in small groups allow teachers to hone in on individualized needs without needing to make a Special Education referral.

#### Behavioral Management System

Good conduct is a goal for all students at the school. However, if a child is unable to accept the responsibility for good behavior, the staff and administration must assist the student's growth. The Code of Conduct is the behavioral mainframe by which the school operates each school day. It is provided to families and students upon enrollment and will be stated in the Student and Family Handbook. The code reflects academic standards and the right for every student to learn in a non-threatening environment. The Code of Conduct encompasses the Behavior Management System (BMS) and identifies the type of behavior that will be acceptable, sets forth the response to unacceptable behavior, assigns responsibility for any action taken, and keeps communications open between the parent, student, and the school. The goal is to implement an effective, structured predictable system of behavioral standards and generate a positive school culture to enhance student performance. Listed below are elements of the BMS.

## Classroom and Common Area Rules

1. I will follow directions the first time.
2. I will listen carefully and keep my eyes on the speaker.
3. I will raise my hand to speak and wait to be called on.
4. I will respect my classmates, my materials and all adults.
5. I will work quietly, stay on-task and always do my personal best.

Teachers will use a multi-tiered, color-coded card system to reward and modify student behaviors. Each morning every student will begin on green; thus, promoting a positive beginning to the day ahead. Students who remain focused and on-task will stay on green. Any student who needs redirection for off-task behaviors or who breaks a rule listed above will progress through a five step, developmentally appropriate set of consequences. Progression through the different steps will constitute a card being changed to a different color; each color has a different consequence (see below).

Since the purpose of the card system is to modify behaviors, students will have the opportunity to correct their behavior through the consequence. As the students' behavior changes and/or is corrected, so will the color of his/her behavior card, back to green. For example, a student whose card is on blue can be changed back to green; after he/she shows that his/her behavior has been modified and corrected. Students who end the day on green will be given a sticker to place on his/her individual behavior chart and a stamp on the hand. The stamp is a visual reminder to the student and the parent that he/she ended the day focused and on-task. Student behavior is communicated to the parents through a behavior log that is sent home each evening; signatures are required.

### Color-Coded Card System

Green: On task, focused and having a great day!

Verbal Warning and Redirection (First Offense; no card turned)

Yellow: Slow down and think (Third Offense)

Orange: Think Chair for 5 minutes; note sent home to parent (Sixth Offense)

Blue: Think Chair for 10 minutes with a specific task assigned by teacher (task is related to behavior correction); note sent home and parent phone call (Ninth Offense) Red: Removal from class to Dean's office; phone call home from Dean (Twelfth Offense)

BMS also rewards good behavior. For every 10 stickers (ending the day on green), students can choose a reward. Rewards range from choosing a prize from the Brilliance Network Treasure Chest, bringing their favorite picture to school, or eating lunch with the teacher. Teachers will create an extensive list of rewards for their classrooms that will be communicated to students and parents throughout the year.

The BMS, suspension, and expulsion policies, including those that address students with disabilities are included. Additionally, Brilliance has developed a model that will be implemented at Brilliance, which significantly lessens the probability of student fighting through the assistance and collaboration of students, teachers, building leaders, and parents. Deans will be highly trained to be investigators of potential conflict before it escalates. Interventions will be prescribed that include parental involvement.

## **Goals and Performance Indicators**

### **1. Students at Brilliance School will demonstrate proficiency of skills and content knowledge in writing.**

#### Measure K-8

- Students will collect writings in their portfolios during their entire career at Brilliance School. The writings will serve to change the reader's point of view, to bring about some action on the reader's part, or to ask the reader to accept the writer's explanation or evaluation of a concept, issue, or problem. ○ In English language arts, Students make claims about the worth or meaning of a literary work or works. They defend their interpretations or judgments with evidence from the text(s) they are writing about.
- In history/social studies, Students analyze evidence from multiple primary and secondary sources to advance a claim that is best supported by the evidence, and they argue for a historically or empirically situated interpretation.
- In science, Students make claims in the form of statements or conclusions that answer questions or address problems.
- Students in grades 5th - 8th grade will present at least one of their writing samples in a conference setting to a panel of at least 3 evaluators. 85% of Students will demonstrate proficiency or higher in this writing conference.

### **2. Students at Brilliance School will demonstrate proficiency of skills and content knowledge in math.**

#### Measure K-2

- 80% of K-2 Students will achieve proficiency (score of 80% or higher) on teacher-created assessments based on power standards (major work of the grade according to CCSS) in math.
- 80% of K-2 Students will perform at or above grade level on the math portion of the I-READY DIAGNOSTICS.

#### Measure 3-8

- 75% of grades 3-4 will perform at proficient or higher on the Ohio State Assessment in Math.
- 75% of grades 5-8 will perform at proficient or higher on the Ohio State Assessment in Math.
- 75% of grades 3-4 will perform at or above grade level on the I-READY DIAGNOSTICS.
- 75% of grades 5-8 will perform at or above grade level on the I-READY DIAGNOSTICS.

### **3. Students at Brilliance School will demonstrate proficiency of skills and content knowledge in Reading.**

#### Measure K-2

- 80% of Kindergarten Students will achieve at minimum a Strategic Level on DIBELS.
- 80% of First grade Students will achieve at minimum a Strategic Level on DIBELS.
- 80% of grades K-2 will perform at or above grade level on the I-READY DIAGNOSTICS.

#### Measure 3-8

- 75% of grades 3-4 will perform at or above grade level on the Ohio State Assessment in Reading.
- 75% of grades 5-8 will perform at or above grade level on the Ohio State Assessment in Reading.
- 75% of grades 3-4 will perform at or above grade level on the I-READY DIAGNOSTICS.
- 75% of grades 5-8 will perform at or above grade level on the I-READY DIAGNOSTICS.

#### Measure 1-8

- 80% of grades 1-8 will score proficient or above on the one-minute timed DIBELS Oral Reading Fluency Assessment.



**4. Students at Brilliance School will demonstrate proficiency of skills and content knowledge in social studies.**

Measure 3-8

- 85% of grades 3-8 will achieve proficiency or above on teacher-created projects within the Brilliance Marketplace based on the history and citizenship standards using a school-wide adopted rubric.

**5. Students at Brilliance School will demonstrate proficiency of skills and content knowledge in Science.**

Measure 5-8

- 80% of 5<sup>th</sup> and 8<sup>th</sup> grade students will perform at proficient or higher on the Ohio State Assessment in Science.
- 80% of grades 5<sup>th</sup> and 8<sup>th</sup> will achieve proficiency or above on teacher-created projects based on the Science standards using a school-wide adopted rubric.

**6. Brilliance School will provide an environment that supports the teaching and understanding of the core values of Brilliance.**

- At the conclusion of the school year 100% of Kindergarten students will be able to draw and explain examples of the core values.
- Students in grades 1-8 will be able to describe in writing and orally, instances where the Brilliance core values are demonstrated via letter writing campaigns; peer to peer acknowledgments; behavior reflection and remediation stations that are tied to shared values.

**7. Brilliance School will garner customer evangelism and familial support sufficient to ensure the schools long-term sustainability and effectiveness.**

- 85% of year end family survey respondents will agree that Brilliance School's overall quality of teaching is excellent.
- 85% of year end family survey respondents will agree that Brilliance School teachers expect their child to learn and achieve at a high level.
- 5% of the student body will be recognized for maintaining the highest academic award of Head of School's List (3.75 - 4.00 GPA) for all four quarters of the school year.
- 10% of the student body will be recognized for maintaining Honor roll (3.25 – 3.74 GPA) for the entire school year
- 5% of the student body will be recognized for maintaining Merit Roll (3.00 – 3.24 GPA) all school year.
- 80% of scholars that enrolled as of October 1 will re-enroll for the following school year.
- No families will cite the following as factors for removing their children from Brilliance school: poor quality of the school's academic program or unsafe environment.

**8. Brilliance School will maintain continuity in its instructional staff.**

- The average daily Teacher attendance for Brilliance school will be 90% or above for the school year.
- Teachers will not call off more than 2 days on average per semester 10% of the faculty and staff will have & be recognized for perfect attendance for the entire year.
- 85% of teachers will indicate their intent to return for the following school year.
  - 85% of teachers will agree on an end of the year staff survey that the leaders of Brilliance School use the mission and vision to guide and define decisions.

### **Assessment Plan**

**The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.**

#### **Nationally Normed Assessment**

- iReady assessments are administered at the beginning and end of the semester. Their diagnostic tests are given in grades K-8 in Reading and Math to create adaptive programming for all students for daily use. Based on Diagnostic results, *i-Ready Reports* provide detailed information on student performance by domain, clear instructional recommendations, including a personalized instructional path, and aggregate data for spotting trends across groups of students. *i-Ready's* growth measures provide a detailed portrait of student growth and chart a path to grade-level proficiency for every student. *i-Ready* and *Ready* are backed by timely research conducted in diverse educational settings. This research meets the criteria for “evidence-based” as defined by Every Student Succeeds Act (ESSA), qualifying these programs for School Improvement funding. Curriculum Associates, in partnership with the Educational Research Institute of America (ERIA), conducted a large-scale study on the relationship between *i-Ready Diagnostic* and the 2018 OST. The research found a high correlation between *i-Ready Diagnostic* and OST. ERIA collected data from approximately 16,000 students across 13 districts in Ohio. These districts were selected for participation in the study specifically to be representative of the state in terms of factors such as urbanicity, race/ethnicity, and socioeconomic status (using National School Lunch Program as a proxy). The research study found a strong correlation between *i-Ready Diagnostic* scores and scores on the OST administered during the 2017–2018 school year. Students receiving *i-Ready Personalized Instruction* for an average of 45 minutes or more per subject per week for at least 18 weeks showed statistically significantly greater growth than the average student who did not receive *i-Ready Personalized Instruction* during the 2017–2018 school year. Students who are English Learners (EL), students with disabilities (SWD), and students with socioeconomic disadvantages (SED) receiving *i-Ready Personalized Instruction* all saw statistically significantly greater growth than students from the same subgroups who did not have access to the program during the 2017–2018 school year.

#### **Ohio's State Assessments**

## **2021-2022 Education Resource Consultants of Ohio Education Plan - Attachment 2**

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Internal & state assessments fit into the data driven approach for teaching and learning that is embedded into the school through consistent data meetings. The monthly Professional Learning days have up to 50% of the day set aside for enhanced data dives based around the assessment cycle presented above. The cadence of assessment dictates the student work that is analyzed, the trends that are happening in student responses, the gap that exists between what has been taught and what has been learned and planning for the reteach. Internal assessment data is reported out in monthly board meeting based upon the cadence of the assessments, the data is prominently displayed in class and school walls/halls and discussed with scholars at regular intervals (within 2 weeks of administration) with individual goals set for growth providing students, parents, and stakeholders with a clear picture of progress, and areas for attention. State assessment results are provided to families as individualized student reports within 30 days of receiving them at the school. The Head of School, building leaders, and teachers will meet biweekly to review the data generated from weekly and monthly assessments to determine which students need increased amounts of academic intervention. Student schedules will be adjusted for interventions such as tutoring, re-teaching, one-one or small group instruction, or other plans. Data is shared and reviewed across the District Leadership Team (DLT), Building Leadership Team (BLTs) and Teacher Based Teams (TBTs) If data is unacceptable at one grade level/class, then classroom/content/grade level plans and changes that focus on instruction and use of resources will be monitored by the Executive Director and Head of School during monthly check-in meetings with teachers. If data is poor across the school in a particular content or grade level, then resources, materials, pacing guides, assessments, and strategies will be reviewed for alignment, rigor, and implementation by the DLT with a bi-weekly check-in with school leadership. If the data is unacceptable across the entire school in multiple categories, then school leadership will be provided with coaching by DLT with weekly check-ins for monitoring. Weekly and bi-weekly check-ins for improvement occurs and is reviewed within meetings. The data will inform the need for any spiraling within the unit or pacing guides, re-teaching within the unit or pacing guides, or the elimination or addition of content by classroom/content/grade level or entire school in the curriculum.

[See attached School & Assessment Calendar](#)

## Formative Assessments

### Assessments

- a. Data captured from rigorous assessments are analyzed, triangulated, and used by teachers and leaders to close achievement gaps. Formative assessments ensure student success on the standardized tests and include iReady, Wilson Reading System, DIBELS, teacher-created, unit, and possibly Achievement Net. Summative assessments will be used to track progress and plan instruction. Above and beyond the requirements of the state standardized assessments, THE Brilliance SCHOOL students will utilize the following benchmark progress monitoring assessments 3-4 times per year leading up to the state assessments in the spring, continuously creating and refining goals through ongoing monitoring and evaluation of practices and strategies.
- b. iReady assessments are administered at the beginning and end of the semester. Their diagnostic tests are given in grades K-8 in Reading and Math to create adaptive programming for all students for daily use. Brilliance will look to partner with groups like Achievement Net (ANet) for standards-based Assessments because the proven program supports school leaders and teachers in strengthening their use of standards-based mastery and analysis of data to get exemplary results for students living in at-risk and underserved communities. These tests are administered quarterly in grades 2-8. Educators use the results throughout the year to gauge mastery of grade-level content and identify actions to help students where they are struggling. Harvard University conducted a study and found that when schools have the right basic conditions in place and partner with ANet, they achieve six months of additional learning over a two-year period. Wilson Reading System (WRS) offers assessments at the end of each unit to check mastery of skills, prior to moving on to the next unit. Teacher-created assessments include daily exit slips, weekly classroom quizzes, and nightly homework completion, unit-based pre-, mid-, and post-unit assessments.
- c. **Formative Assessment Analysis** Brilliance will use the data to continually monitor the progress and trajectory line for achieving the specified goals by comparing both school-wide and individual student gains. A designated group of building-level leaders and teachers will meet bi-weekly to review teacher-created assessments to determine which students need increased amounts of academic intervention. In response to the data, leaders and teachers will adjust student schedules for tutoring and/or one-to-one or small group instruction. Additionally, more creative and specific action plans will be written when applicable and needed. Student achievement and progress will be analyzed short-term and long-term, allowing teachers, leaders,

and management to respond in real-time with analysis and plan. Short-term analysis of performance and progress will occur through such practices as teacher created daily exit slips, weekly classroom quizzes, and nightly homework completion. Long term analysis of achievement and growth will occur using teacher-created assessments. These measures will allow teachers, leaders, and management to identify and respond in real-time to practices that are hindering achievement in route to the larger goals. These measures will enable the analysis and improvement process to occur through analyzing data and making instructional decisions with regard to students, teachers, instructional content, curriculum, resources, instructional strategies, and pacing.

**Data Driven Achievement**

- a. The beginning of the year diagnostics will be administered to scholars, within the first two weeks of school or in accordance with state and local guidelines in ELA and Math. The Head of Schools (supported by the CAO) will update the pacing guides and curriculum map based on the data received at the beginning of year diagnostics. The Head of Schools will also use the diagnostics to work with teachers to create weekly and daily learning outcomes. The pacing guides and curriculum maps will be adjusted quarterly in tandem with the receipt of new benchmark data from quarterly assessments. Teachers will refine the existing weekly and daily learning outcomes as the needs are determined in their classrooms based on data and in collaboration and with final approval by the Executive Director. Within each of the core content areas, teachers access the additional resources provided by each core content curriculum for diverse learners, including those requiring Special Education and ELLs, to embed strategies for all learners in their classroom instruction. Intervention Specialists will provide instruction for students with significant cognitive disabilities that are aligned to both the MI-ACCESS and the individualized learning goals outlined in each student's IEP.

**Data Sharing Across Grade Levels**

a. The Head of School, building leaders, and teachers will meet biweekly to review the data generated from weekly and monthly assessments to determine which students need increased amounts of academic intervention. Student schedules will be adjusted for interventions such as tutoring, re-teaching, one-one or small group instruction, or other plans. Data is shared and reviewed across the District Leadership Team (DLT), Building Leadership Team (BLTs) and Teacher Based Teams (TBTs) If data is unacceptable at one grade level/class, then classroom/content/grade level plans and changes that focus on instruction and use of resources will be monitored by the Executive Director and Head of School during monthly check-in meetings with teachers. If data is poor across the school in a particular content or grade level, then resources, materials, pacing guides, assessments, and strategies will be reviewed for alignment, rigor, and implementation by the DLT with a bi-weekly check-in with school leadership. If the data is unacceptable across the entire school in multiple categories, then school leadership will be provided with coaching by DLT with weekly check-ins for monitoring. Weekly and bi weekly check-ins for improvement occur and are reviewed within meetings. The data will inform the need for any spiraling within the unit or pacing guides, re-teaching within the unit or pacing guides, or the elimination or addition of content by classroom/content/grade level or entire school in the curriculum.

Parent - The school is committed to ensure that the communication received from parents is handled effectively. At or near the end of the school year, parents will be asked to complete a comprehensive satisfaction survey designed to assist the school in assessing areas where improvement may be necessary. The survey gives our teachers and leaders critical feedback that will lead to increased parent satisfaction. Parents are also afforded the opportunity to provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings. Feedback on all aspects of school operations is welcome.

Student. Additionally, the school will measure and evaluate other non-academic statistics including year-to-year student enrollment figures, student daily attendance averages as well as student surveys. As the school pursues the mission, it is important to seek and maintain the feedback of our primary stakeholder, the students. Monitoring student opinions about academic progress, environment, teachers, support structure, and academic program provides the data needed to provide an optimal academic model. Information from surveys assist leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. Listed below is an example of a student survey that may be used.

Teacher - The school goal is to continuously provide an environment that supports teaching. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey.

**Relevant portions of goals 6-8 (below) Describe focused non-academic measures that will be used to inform school practices and program effectiveness.**

**Non-Academic Measures**

**6. Brilliance School will provide an environment that supports the teaching and understanding of the core values of Brilliance.**

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- 85% of teachers will indicate their intent to return for the following school year.
- 85% of teachers will agree on an end of the year staff survey that the leaders of Brilliance School use the mission and vision to guide and define decisions.

**Diverse Measures of Student Performance**

Goal 1 for Brilliance provides writing as a cross content area of focus that is supported throughout the school, utilizing portfolios, claims and defense, and presentations of their learning.

**1. Students at Brilliance School will demonstrate proficiency of skills and content knowledge in writing.**

Measure K-8

- Students will collect writings in their portfolios during their entire career at Brilliance School. The writings will serve to change the reader's point of view, to bring about some action on the reader's part, or to ask the reader to accept the writer's explanation or evaluation of a concept, issue, or problem. ○ In English language arts, Students make claims about the worth or meaning of a literary work or works. They defend their interpretations or judgments with evidence from the text(s) they are writing about.
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- In science, Students make claims in the form of statements or conclusions that answer questions or address problems.
- Students in grades 5th - 8th grade will present at least one of their writing samples in a conference setting to a panel of at least 3 evaluators. 85% of Students will demonstrate proficiency or higher in this writing conference.

### ATTACHMENT 3

Community School Goals, Targets and Performance Plan Student Performance Measures, including report card measures, goals and targets

**Please do not submit your  
Student Performance Measures as this has  
already been submitted.**



## ATTACHMENT 4

- A. Financial Plan, including estimated budget for each year and estimated five-year plan
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (\$50,000 New School Only)**
- E. Treasurer Contract
- F. Self-Evaluation of Financial Goals and Measurements

FY21

IRN No.:013170

County: Mahoning

Type of School:Brick and Mortar

Contract Term:

**The Brilliance School**

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
For the Fiscal Years Ended 2018 through 2020, Actual and  
the Fiscal Years Ending 2021 through 2025, Forecasted

	Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
<b><u>Operating Receipts</u></b>					
State Foundation Payments (3110, 3211)	\$ 1,520,630	\$ 3,709,875	\$ 3,800,700	\$ 3,914,721	\$ 3,914,721
Charges for Services (1500)	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	-	-	-
<b>Total Operating Receipts</b>	<b>\$ 1,520,630</b>	<b>\$ 3,709,875</b>	<b>\$ 3,800,700</b>	<b>\$ 3,914,721</b>	<b>\$ 3,914,721</b>
<b><u>Operating Disbursements</u></b>					
100 Salaries and Wages	\$ 414,964	\$ 1,115,000	\$ 1,181,900	\$ 1,252,814	\$ 1,327,983
200 Employee Retirement and Insurance Benefits	224,304	406,508	410,573	414,678	418,825
400 Purchased Services	961,361	2,229,804	1,852,567	1,966,101	1,989,978
500 Supplies and Materials	166,220	26,275	36,000	36,000	36,000
600 Capital Outlay -New	38,242	78,242	29,500	29,500	29,500
700 Capital Outlay - Replacement	-	-	5,000	5,000	5,000
800 Other	47,373	25,000	7,000	7,000	7,000
819 Other Debt	-	-	-	-	-
<b>Total Operating Disbursements</b>	<b>\$ 1,852,464</b>	<b>\$ 3,880,829</b>	<b>\$ 3,522,540</b>	<b>\$ 3,711,093</b>	<b>\$ 3,814,286</b>
Excess of Operating Receipts Over (Under)					
Operating Disbursements	\$ (331,833)	\$ (170,954)	\$ 278,160	\$ 203,628	\$ 100,435
<b><u>Nonoperating Receipts/(Disbursements)</u></b>					
Federal Grants (all 4000 except fund 532)	\$ 169,121	\$ 200,000	\$ 250,000	\$ 250,000	\$ 250,000
State Grants (3200, except 3211)	\$ 89,970	\$ 525,000	\$ 500,000	\$ 500,000	\$ 500,000
Restricted Grants (3219, Community School Facilities)	-	-	-	-	-
Donations (1820)	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-
Debt Proceeds (1900)	137,068	-	-	-	-
Debt Principal Retirement	-	(450,000)	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Transfers - In	-	-	-	-	-
Transfers - Out	-	-	-	-	-

Total Nonoperating Revenues/(Expenses)	\$ 396,159	\$ 275,000	\$ 750,000	\$ 750,000	\$ 750,000
Excess of Operating and Nonoperating Receipts					
Over/(Under) Operating and Nonoperating Disbursements	\$ 64,325	\$ 104,046	\$ 1,028,160	\$ 953,628	\$ 850,435
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ 64,325	\$ 168,371	\$ 1,196,531	\$ 2,150,159
Fund Cash Balance End of Fiscal Year	\$ 64,325	\$ 168,371	\$ 1,196,531	\$ 2,150,159	\$ 3,000,594

### **Assumptions**

#### **Staffing/Enrollment**

	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
Total Student FTE	168	615	633	652	652
Instructional Staff	7.00	19.00	20.00	21.00	22.00
Administrative Staff	6.00	4.00	4.00	5.00	5.00
Other Staff(bus driver)	1.00				

#### **Purchased Services**

Rent	\$ 57,600.00	\$ 390,000.00	\$ 454,800.00	\$ 477,540.00	\$ 501,417.12
Utilities	28,158.00	42,000.00	42,000.00	42,000.00	42,000.00
Other Facility Costs(Janitorial)	25,000.00	84,000.00	84,000.00	84,000.00	84,000.00
Insurance	-	-	-	-	-
Management Fee	223,093.00	426,195.00	418,077.00	430,619.31	430,619.31
Sponsor Fee	43,632.00	116,235.00	114,021.00	117,441.63	117,441.63
Audit Fees	13,311.00	8,000.00	8,000.00	8,000.00	8,000.00
Contingency	-	15,000.00	5,000.00	5,000.00	5,000.00
Transportation	20,000.00	16,800.00	24,000.00	24,000.00	24,000.00
Legal	26,000.00	26,000.00	8,000.00	8,000.00	8,000.00
Marketing	175,277.00	92,028.72	46,500.00	46,500.00	46,500.00
Consulting	25,000.00	65,000.00	20,000.00	20,000.00	20,000.00
Salaries and Wages	-	-	-	-	-
Employee Benefits					
Special Education Services	140,000.00	110,000.00	110,000.00	110,000.00	110,000.00
Technology Services	68,882.00	68,882.00	15,000.00	15,000.00	15,000.00
Food Services	56,700.00	577,407.50	503,169.34	578,000.00	578,000.00
Other	58,708.39	192,256.23			
Total	\$ 961,361.39	\$ 2,229,804.45	\$ 1,852,567.34	\$ 1,966,100.94	\$ 1,989,978.06
	\$ -	\$ -	\$ -	\$ -	\$ -

**Financial Metrics**

Debt Service Payments	\$ -	\$ 450,000	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	1.23	0.00	0.00	0.00
Growth in Enrollment	257.45%	266.07%	3.00%	3.00%	0.00%
Growth in New Capital Outlay	568.97%	104.60%	-62.30%	0.00%	0.00%
Growth in Operating Receipts	82.26%	143.97%	2.45%	3.00%	0.00%
Growth in Non-Operating Receipts/Expenses	547.70%	-30.58%	172.73%	0.00%	0.00%
Days of Cash	0.00	0.02	0.05	0.32	0.56

**Fiscal Year 2021-2025 Projected Debt**

Interest Expense	Ending Year Balance	Debtor/Creditor
\$ 6,000.00	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ 6,000.00	\$ -	

**Assumptions Narrative Summary**

Staffing- In an effort to control costs Brilliance will review staffing needs to eliminate excess staff on a continual basis.

Enrollment-Brilliance has begun a marketing campaign to increase enrollment to 615 students for FY22, and will continue marketing to maintain enrollment through FY26

Purchased Service- Brilliance hired a management company in FY21. Brilliance is expanding to two campuses so the marketing required to increase enrollment will cost rr

Capital Outlay(new)- In FY22 there will be purchases of smart boards, desks,tables, etc to accomodate the increase in students & new building, In FY23 going forward onl

Rent - Brilliance has signed 10 year leases on two buildings. As student numbers increase these facilities have the capacity to handle the increase.

Debt Service- Brilliance has a loan from Charter School Capital that will be paid in full at FY22 year end.

Salary - 6% across the board salary increase every year

**STATE OF OHIO DEPARTMENT OF EDUCATION**  
**5 Year School Treasurer School Treasurer License**

**KIMBERLY R MOTLEY**

THIS LICENSE AWARDED TO

**OH3223942**

EDUCATOR STATE ID

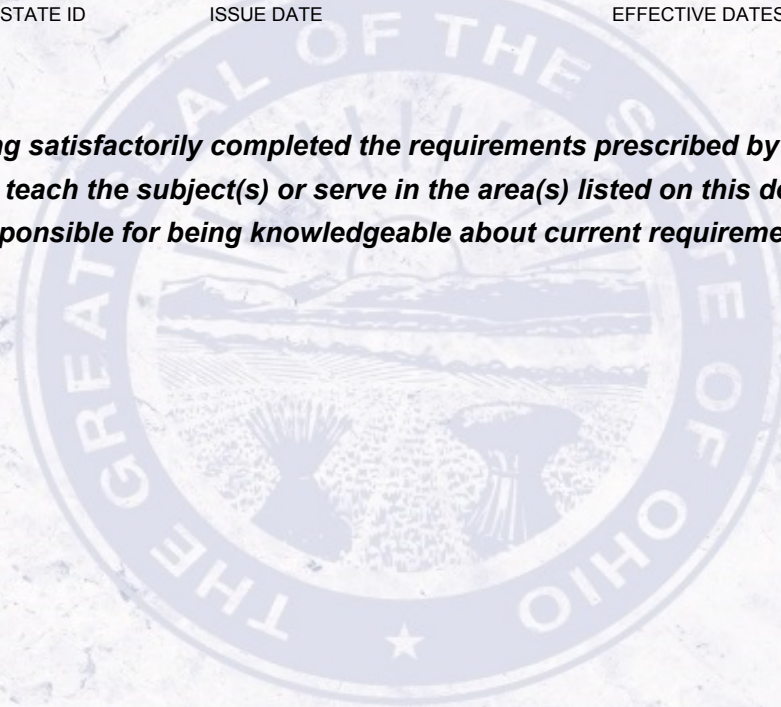
**11/26/2020**

ISSUE DATE

**07/01/2020 to 06/30/2025**

EFFECTIVE DATES

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*



*Paolo DeMaria*

Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

**Credential # 21933980**

Employers may verify this credential by going to Educator Profile on [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.



Bond No. 62604377

# Western Surety Company

## DISHONESTY BOND

**Item 1.** Name of Insured: Hope Academy For Autism,

(the "Insured")

Principal Address 1628 Niles Rd., Se, Warren, OH 44484

**Item 2.** Bond Period: From noon on the 5th day of December, 2015, to noon on the effective date of the cancellation or termination of this Bond, standard time, at the Principal Address as to each of said dates.

**Item 3.** Limit of liability: \$50,000.00

### INSURING AGREEMENT

The Underwriter, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreements, Conditions and Limitations, and other terms of this Bond, agrees to indemnify the Insured against any loss of money or other property which the Insured shall sustain or for which the Insured shall incur liability through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, the amount of indemnity on each of such Employees being the amount stated in Item 3 of the Declarations.

### GENERAL AGREEMENTS

#### CONSOLIDATION-MERGER

A. If, through consolidation or merger with, or purchase of assets of, some other concern, any persons shall become Employees, the Insured shall give the Underwriter written notice thereof and shall pay an additional premium computed pro rata from the date of such consolidation, merger or purchase to the end of the current premium period.

#### JOINT INSURED

B. If more than one Insured is covered under this Bond, the Insured first named shall act for itself and for every other Insured for all purposes of this Bond. Knowledge possessed or discovery made by any Insured or by any partner or officer thereof shall, for the purposes of Sections 6, 7, and 12, constitute knowledge possessed or discovery made by every Insured. Cancellation of the insurance hereunder as respects any Employee as provided in Section 12 shall apply to every Insured. If, prior to the cancellation or termination of this Bond in its entirety, this Bond is cancelled or terminated as to any Insured, there shall be no liability for any loss sustained by such Insured unless discovered within two years from the date of such cancellation or termination. The liability of the Underwriter for loss sustained by any or all of the Insured shall not exceed the amount for which the Underwriter would be liable had all such loss been sustained by any one of the Insured. Payment by the Underwriter to the Insured first named of any loss under this Bond shall fully release the Underwriter on account of such loss. If the Insured first named ceases for any reason to be covered under this Bond, then the Insured next named shall thereafter be considered as the Insured first named for all purposes of this Bond.

#### LOSS UNDER PRIOR BOND OR POLICY

C. If the coverage of this Bond is substituted for any prior bond or policy of insurance carried by the Insured or by any predecessor in interest of the Insured, which prior bond or policy is terminated, cancelled or allowed to expire as of the time of such substitution, the Underwriter agrees that this Bond applies to loss which is discovered as provided in Section 1 of the Conditions and Limitations and which would have been recoverable by the Insured or such predecessor under such prior bond or policy except for the fact that the time within which to discover loss thereunder had expired; provided:

- (1) the indemnity afforded by this General Agreement C shall be a part of and not in addition to the amount of insurance afforded by this Bond;
- (2) such loss would have been covered under this Bond had this Bond with its agreements, limitations and conditions as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under this Bond on account of such loss shall in no event exceed the amount which would have been recoverable under this Bond in the amount for which it is written as of the time of such substitution, had this Bond been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond or policy continued in force until the discovery of such loss, if the latter amount be smaller.

**THE FOREGOING INSURING AGREEMENT AND GENERAL AGREEMENTS ARE SUBJECT  
TO THE FOLLOWING CONDITIONS AND LIMITATIONS:**

**BOND PERIOD, TERRITORY, DISCOVERY**

Section 1. Loss is covered under this Bond only if discovered not later than two years from the end of the Bond Period.

Subject to General Agreement C, this Bond applies only to loss sustained by the Insured through fraudulent or dishonest acts committed during the Bond Period by any of the Employees engaged in the regular service of the Insured within any of the States of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada or while such Employees are elsewhere for a limited period.

**EXCLUSION**

Section 2. This Bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation.

**DEFINITION OF EMPLOYEE**

Section 3. As used in this Bond, "Employee" means any natural person (except a director or trustee of the Insured, if a corporation, who is not also an officer or employee thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the Bond Period and whom the Insured compensates by salary, wages or commissions and has the right to govern and direct in the performance of such service, but does not mean any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character. The words "while in the regular service of the Insured" shall include the first 30 days thereafter; subject, however, to Sections 12 and 13.

**LOSS CAUSED BY UNIDENTIFIABLE EMPLOYEES**

Section 4. If a loss is alleged to have been caused by the fraud or dishonesty of any one or more of the Employees and the Insured shall be unable to designate the specific Employee or Employees causing such loss, the Insured shall nevertheless have the benefit of this Bond, subject to the provisions of Section 2 of this Bond, provided that the evidence submitted reasonably proves that the loss was in fact due to the fraud or dishonesty of one or more of the said Employees, and provided, further, that the aggregate liability of the Underwriter for any such loss shall not exceed the amount stated in Item 3 of the Declarations.

**OWNERSHIP OF MONEY OR OTHER PROPERTY**

Section 5. The insured property may be owned by the Insured, or held by the Insured in any capacity whether or not the Insured is liable for the loss thereof, or may be property as respects which the Insured is legally liable.

**PRIOR FRAUD, DISHONESTY OR CANCELLATION**

Section 6. The coverage of this Bond shall not apply to any Employee from and after the time that the Insured or any partner or officer thereof not in collusion with such Employee shall have knowledge or information that such Employee has committed any fraudulent or dishonest act in the service of the Insured or otherwise, whether such act be committed before or after the date of employment by the Insured.

If, prior to the issuance of this Bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been cancelled as to any of such Employees by reason of the giving of written notice of cancellation by the insurer issuing such fidelity insurance, whether the Underwriter or not, and if such Employees shall not have been reinstated under the coverage of such fidelity insurance or superseding fidelity insurance, the Underwriter shall not be liable on account of such Employees unless the Underwriter shall agree in writing to include such Employees within the coverage of this Bond.

**LOSS-NOTICE-PROOF-ACTION AGAINST UNDERWRITER**

Section 7. Upon knowledge or discovery of loss under this Bond, the Insured shall: (a) give notice thereof as soon as practicable to the Underwriter or any of its authorized agents, and (b) file detailed proof of loss, duly sworn to, with the Underwriter within four months after the discovery of loss.

Upon the Underwriter's request, the Insured shall produce for the Underwriter's examination all pertinent records, at such reasonable times and places as the Underwriter shall designate, and shall cooperate with the Underwriter in all matters pertaining to loss or claims with respect thereto.

No action shall lie against the Underwriter unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Bond, nor until ninety days after the required proofs of loss have been filed with the Underwriter, nor at all unless commenced within two years from the date when the Insured discovers the loss. If any limitation of time for notice or loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of this Bond, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

**RECOVERIES**

Section 8. If the Insured shall sustain any loss covered by this Bond which exceeds the amount of indemnity provided by this Bond, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Underwriter) by whomsoever made, on account of such loss under this Bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Underwriter.

**LIMIT OF LIABILITY**

Section 9. Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of liability stated in Item 3 of the Declarations shall not be cumulative from year to year or period to period.

**LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE**

Section 10. With respect to loss caused by any Employee or which is chargeable to any Employee as provided in Section 4 and which occurs partly during the Bond Period and partly during the period of other bonds or policies issued by the Underwriter to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss thereunder is discovered, the total liability of the Underwriter under this Bond and under such other bonds or policies shall not exceed, in the aggregate, the amount stated in Item 3 of the Declarations or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss, if the latter amount be the larger.

**OTHER INSURANCE**

Section 11. If there is available to the Insured any other insurance or indemnity covering any loss covered by this Bond, the Underwriter shall be liable hereunder only for that part of such loss which is in excess of the amount recoverable or recovered from such other insurance or indemnity.

**CANCELLATION AS TO ANY EMPLOYEE**

Section 12. This Bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at noon, standard time as aforesaid, upon the effective date specified in a written notice mailed to the Insured. Such date shall be not less than fifteen days after the date of mailing. The mailing by the Underwriter of notice as aforesaid to the Insured at the address shown in this Bond shall be sufficient proof of notice. Delivery of such written notice by the Underwriter shall be equivalent to mailing.

**CANCELLATION OF BOND**

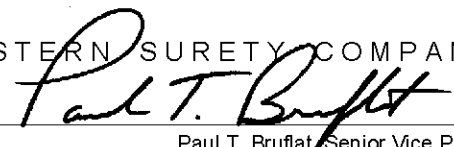
Section 13. This Bond may be cancelled by the Insured by mailing to the Underwriter written notice stating when thereafter the cancellation shall be effective. This Bond may be cancelled by the Underwriter by mailing to the Insured at the address shown in this Bond written notice stating when, not less than fifteen days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Underwriter shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Underwriter cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Dated this 4th day of December, 2015.

WESTERN SURETY COMPANY

By



Paul T. Bruffat, Senior Vice President





# Western Surety Company

## R I D E R

It is hereby mutually agreed and understood by and between the Insured and Western Surety Company, that instead of as originally written:

The definition of Employee found in Section 3 of the bond be amended to read as follows:

The coverage on all officers, employees, and members, except the  
Treasurer - Sonya Williams

, is hereby excluded.

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 5th day of December, 2015, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 62604377  
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to  
Hope Academy For Autism,

Signed this 4th day of December, 2015.

WESTERN SURETY COMPANY

By

*Paul T. Bruffat*

Paul T. Bruffat, Vice President







PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053  
Fax 1-605-335-0357  
[www.cnasurety.com](http://www.cnasurety.com)

TO THE INSURED:

Enclosed is the FIDELITY or DISHONESTY BOND you requested. You have now taken the first step toward protecting yourself from potential losses due to embezzlement by employees.

In order to more completely protect yourself, you should make sure that your business has the following four internal controls:

1. An ANNUAL AUDIT, preferably by someone outside the business.
2. Someone other than the bookkeeper RECONCILE THE BANK STATEMENT every month.
3. Require TWO SIGNATURES ON EVERY CHECK.
4. Require every employee to TAKE A VACATION every year.

With these controls and a bond, the likelihood of an embezzlement loss to your business is substantially reduced.

Sincerely,

A handwritten signature in black ink that reads "Paul T. Bruflat". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Paul T. Bruflat  
Senior Vice President



# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the Insured and Western Surety Company, that instead of as originally written:

The definition of Employee found in Section 3 of the bond be amended to read as follows:

The coverage on all officers, employees, and members, except the Treasurer - Kimberly Motley, is hereby excluded.

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond, except as hereinabove set forth.

This Rider becomes effective on the 30th day of November, 2017, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of bond No. 62604377  
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,  
Hope Academy For Autism,

Signed this 30th day of November, 2017.

WESTERN SURETY COMPANY

By

*Paul T. Bruffat*

Paul T. Bruffat, Vice President





# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the Insured and WESTERN SURETY COMPANY, that instead of as originally written:

The address has been changed to read:

610 N. Lakeview  
Youngstown OH 44509

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the \_\_\_\_\_ bond \_\_\_\_\_, except as hereinabove set forth.

This Rider becomes effective on the 18th day of July, 2018, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of \_\_\_\_\_ bond \_\_\_\_\_ No. 62604377  
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to  
Hope Academy For Autism,

Signed this 19th day of July, 2018.

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Vice President





# Western Surety Company

## RIDER

To be attached to and form part of Bond No. 62604377

It is hereby mutually agreed and understood by and between Western Surety Company  
and HOPE ACADEMY FOR AUTISM,

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- ☐ **Principal Name changed to:**
- ☐ **Principal Address changed to:**
- ☐ **Vehicle/Vessel/Hull Information changed to:**
- ☐ **Lost Instrument Information changed to:**
- ☐ **Identification Number changed to:**
- ☐ **Penalty Amount changed to:**
- ☐ **Additional or Event Location:**
- ☐ **Effective Date changed to:**
- ☐ **Expiration Date changed to:**
- ☒ **The following bond information changed:** UNDER THE DEFINITION OF EMPLOYEE:  
THE COVERAGE ON ALL OFFICERS, EMPLOYEES, AND MEMBERS, EXCEPT: TREASURER, IS  
HEREBY EXCLUDED.

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 5th day of December, 2019.

Signed this 14th day of December, 2019.

WESTERN SURETY COMPANY

By Paul T. Brufat  
Paul T. Brufat, Vice President





# BRILLIANCE SCHOOL



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1812 Oak Hill Avenue, Youngstown, OH, 44507 | 330.274.4306 | thebrillianceschool.org

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## SCHOOL TREASURER CONTRACT

This agreement is entered into by and between The Brilliance School herein referred to as "School" and Kimberly Motley.

**Whereas** Kimberly Motley is certified and licensed with the Ohio Department of Education and under license can act as fiscal agent for all and any state school governing authorities: and

**Whereas** "School" governing authority agrees to have Kimberly Motley serve as treasurer/fiscal agent,

**Now Therefore**, Kimberly Motley and "School" agree as follows:

1. Kimberly Motley shall perform all treasury services and financial functions while serving as Treasurer/Fiscal Agent of "School" which include but are not limited to the following services:
  - Oversee custody of all funds received by "School" for which has treasury responsibilities.
  - Oversee all accounts of the same(i.e. bank account)
  - Oversee all financial records of the same and follow procedures for receiving and expending of funds. Procedures shall require that the Treasurer disburse monies only upon receipt of Purchase Order, or requisition by the signature of Headmaster or his designee or Chief Administrative Officer of the same school.
  - Prepare all financial reports for board meetings and ensure all reporting to the Ohio Department of Education, The Ohio Auditor of State, and all government entities in the course of doing business as an Ohio Community School.
  - Work with the same school of their designee to ensure appropriate reporting of enrollment, EMIS and CSADM and report to the board material changes that might impact the financial position of the school.
2. Kimberly Motley has been performing Operational duties in a founding member capacity, such as, sourcing and negotiating the lease of a printer/copier for the "School", sourcing insurance coverage for the "School", additional duties as requested.
3. Kimberly Motley has opted to contribute 13% of her compensation to the State Employer's Retirement System (SERS), deducted pre-tax. The School will contribute 14% of the Employee's salary to SERS as prescribed by the state. Any balance statements and account information will be directly obtained from SERS.
4. The "School" agrees to compensate Kimberly Motley in the amount of \$3,100.00 for the monthly fiscal fee owed for the above services rendered. Payment for these services is due on the 15<sup>th</sup> of each month.

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**MISSION:** TO PREPARE SCHOLARS FOR ACADEMIC ACHIEVEMENT AND PERSONAL SUCCESS.



# BRILLIANCE SCHOOL



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1812 Oak Hill Avenue, Youngstown, OH, 44507 | 330.274.4306 | thebrillianceschool.org

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5. The "School" agrees to review compensation again in October 2020 to evaluate if an increase in pay is warranted.
6. The "School" agrees to implement all reasonable policies and practices suggested by Kimberly Motley, and all financial services rendered shall comply with all reasonable requests of Kimberly Motley to provide unfettered access to all documents to perform all services listed above and to perform all services necessary to close out all prior fiscal years and prepare the school for State Audits.
7. This agreement shall begin July 1, 2020 and expire June 30, 2021.
8. Either Kimberly Motley or the "School" reserves the right to terminate services and this contract at any time with a 30 day written notice. The "School" will be responsible for paying Kimberly Motley as agreed in this contract for services for the period of time through termination, and Kimberly Motley will be responsible for completing any financials and reports that would be due within that 30 day period or the following 30 day period.

**The Brilliance School**

Print Name: Marshall E. -  
Signature: [Signature]  
Date: 8/14/20

**Kimberly Motley**

Print Name: Kimberly Motley  
Signature: [Signature]  
Date: 8/14/20

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**MISSION: TO PREPARE SCHOLARS FOR ACADEMIC ACHIEVEMENT AND PERSONAL SUCCESS.**





# BRILLIANCE SCHOOL



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1812 Oak Hill Avenue, Youngstown, OH, 44507 | 330.274.4306 | thebrillianceschool.org

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## **Addendum to The Brilliance School Treasurer contract as it regards the closing of the school.**

In the event that The Brilliance School closes the Treasurer is responsible for the following:

- 1) Secure financial records – within 72 hours of final action to close the charter school ensure all financial records are organized, up-to-date, and maintained in a secure location. Those records should include all financials records of the school including, but not limited to original bank statements for no less than one year, vendor invoices and statements, Payroll documentation, including the method by which tax documents(W-2s) will be provided to employees subsequent to school closure.
- 2) Maintain insurance – Ongoing after final closure action until completion of dissolution. The schools assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration.
- 3) Reporting of financial position – The school must submit the following financial documents(and submit updates on a monthly basis as of the close of the following month until finalization of closure): A current balance sheet as of the month just ended before the closure decision, a current income statement as of the month just ended before the closure decision, a grants report indicating the anticipated use of all funds received through federal and state grants, including a plan to return funds as appropriate for grant project/programs that will be terminated or not completed. The school cannot use these funds for closure. A comprehensive month-to-month cash flow statement to operate the school through the closure date which accounts for the full disposition of assets and specifically gives priority to and includes: payment of instructional staff, total funds to satisfy all outstanding liabilities, payments to STRS/SERS on behalf of employees, payment of any costs associated with transition of students and records, costs for a complete, close-out financial audit, and all other costs associated with closure.
- 4) List of Creditors and Debtors – formulate a list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include: contractors to whom the school owes payment, lenders, mortgage holders, bond holders, equipment suppliers, secured and unsecured creditors, persons or organizations who owe the school fees or credits, lessees or sub-lessees, and any person or organization holding property of school.
- 5) Management Organization Notification and Termination of Contract
- 6) Contractors – Formulate a list of all contractors with contracts in effect and notify them of school closure, make arrangements to remove any contractor property from school, retain records of past contracts as proof of full payment, and maintain telephone, gas, electric, water, insurance, directors and officers liability insurance long enough to cover the time period required for all necessary closure procedures to be completed.

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**MISSION: TO PREPARE SCHOLARS FOR ACADEMIC ACHIEVEMENT AND PERSONAL SUCCESS.**

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# BRILLIANCE SCHOOL



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1812 Oak Hill Avenue, Youngstown, OH, 44507 | 330.274.4306 | [thebrillianceschool.org](http://thebrillianceschool.org)

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- 7) Audit Engagement
- 8) IRS status
- 9) Employees and Benefits providers
- 10) Inventory
- 11) Disposition of Assets Plan
- 12) Disposition of Real Property Plan
- 13) U.S. Department of Education filings
- 14) Expenditure reporting

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**MISSION: TO PREPARE SCHOLARS FOR ACADEMIC ACHIEVEMENT AND PERSONAL SUCCESS.**

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**ERCO**  
**SELF-EVALUATION OF FINANCIAL GOALS AND MEASUREMENTS**

School: The Brilliance School

Date: May 30, 2021

GOALS	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
School manages cash flow and maintains reserves to cover operating expenses.			4	4	4
School pays financial obligations to creditors and vendors in a timely manner.			3	3	3
School is able to pay the majority of its bills within 30 days.			3	3	3
School maintains healthy balance between the debt and monthly income.			3	4	4
School has repayment plans in place to reduce debt over 60 days outstanding.			4	4	4
School's projected annual expenses based on YTD expenditures closely align with projected annual revenue.			3	3	3
School's financial reporting to government agencies is current and compliant.			2	3	3
School financial reporting to the sponsor is prompt, consistent and accurate			3	3	4
Scoring: 4 = Exceeds expectations 3 = Meets expectations 2 = Approaches expectations 1 = Below expectations	Directions: Complete for current year and each remaining year of your Sponsorship Agreement.				

**41101**

## **ATTACHMENT 5**

- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement or copy of Sales Contract and related documents. Recorded Conveyance Documents.

## The Brilliance School

10608 Granger Road, Garfield Heights, OH 44125



The Brilliance School Northeast Ohio campus (Brilliance NEO) is located at the historic St. Therese Parish School at 10608 Granger Road in Garfield Heights, Ohio. Founded by German immigrants as a rural farming community, Garfield Heights has grown with the greater Cleveland area into a vibrant city. Brilliance NEO is proud to honor the city's legacy of diversity and teach scholars to celebrate their identities. Garfield Heights also features a favorable business climate and strong sense of community spirit, which makes it the perfect place for Brilliance NEO's high-performing, college-focused environment.

Nestled between Granger Road and East 105<sup>th</sup> Street, Brilliance NEO is centrally located and easily accessible. The campus is only a few minutes away from thriving community resources such as the Garfield Heights Branch of the Cuyahoga County Public Library and Marymount Hospital, a Cleveland Clinic regional hospital. The newly renovated Brilliance NEO building features spacious classrooms, a multipurpose room, an outdoor play area, and beautiful natural light. Scholars in grades PreK-8 will thrive in the safe, structured, and clean Brilliance NEO atmosphere.

In addition to its beautiful campus, Brilliance NEO offers the curriculum and support that scholars need to let their brilliance shine. The school year begins with a week-long Culture Camp that helps scholars acclimate to the high expectations and support systems that will help them achieve their academic and personal goals. No matter their previous school experience, scholars have the tools they need to succeed at Brilliance NEO, including free transportation, uniforms,

and laptops for every scholar. Each of these assets prepares scholars to graduate from Brilliance NEO, attend a college preparatory high school, and become full-time college students.

Brilliance NEO teachers and staff are guided by a highly skilled executive team with over 15 years of experience implementing high-performing models in Ohio. They work tirelessly to help scholars achieve not only high academic standards but also a sense of connection and responsibility to their local and global communities. Though they will graduate from Brilliance NEO, scholars will never lose their sense of Garfield Heights community spirit. Prepared to succeed in their academic, professional, and personal lives, they will become active, informed, and engaged citizens who transform the Garfield Heights community.

# St. Therese Parish School

10608 Granger Road, Garfield Heights, OH 44125



## AVAILABLE FOR LEASE OR SALE

[www.lee-associates.com](http://www.lee-associates.com)



### Location Overview:

The subject property is known as 10608 Granger Road, Garfield Heights, Ohio (identified as parcel number 542-20-141 by the Cuyahoga County Auditor's office). More specifically, the subject is a special use/public service zoned tract of land, which incorporates a two-story school building (was formerly John Paul II Academy – closed in May 2016) and associated site improvements. This vacant school facility (built in 1927 – added to in 1966) has a gross building area of 37,037± square feet - this gross building area figure includes the lower level space in the addition (built in 1966), but excludes the small basement boiler-maintenance area in the original building section (684± square feet). The subject site (PPN 542-20-141) incorporates 79,200± square feet or 1.8182± acres, giving the subject a 2.14 to 1 land-to-building area ratio.

FOR MORE INFORMATION  
PLEASE CONTACT:

**Peter Miller**  
Vice President  
216.357.9020  
[peter.miller@lee-associates.com](mailto:peter.miller@lee-associates.com)

30100 Chagrin Boulevard, Ste. 201  
Pepper Pike, Ohio 44124  
216.282.0100

### Location Features:

- Located 2 minutes from I-480, Cleveland's major east/west suburban interstate.
- Exceptional central location.
- Two story school facility with multipurpose room at the lower level with plenty of natural light
- At the corner of East 105th Street and Granger Road.
- School used for k through 8th grade.
- Large outdoor play area with staging area for school busses.



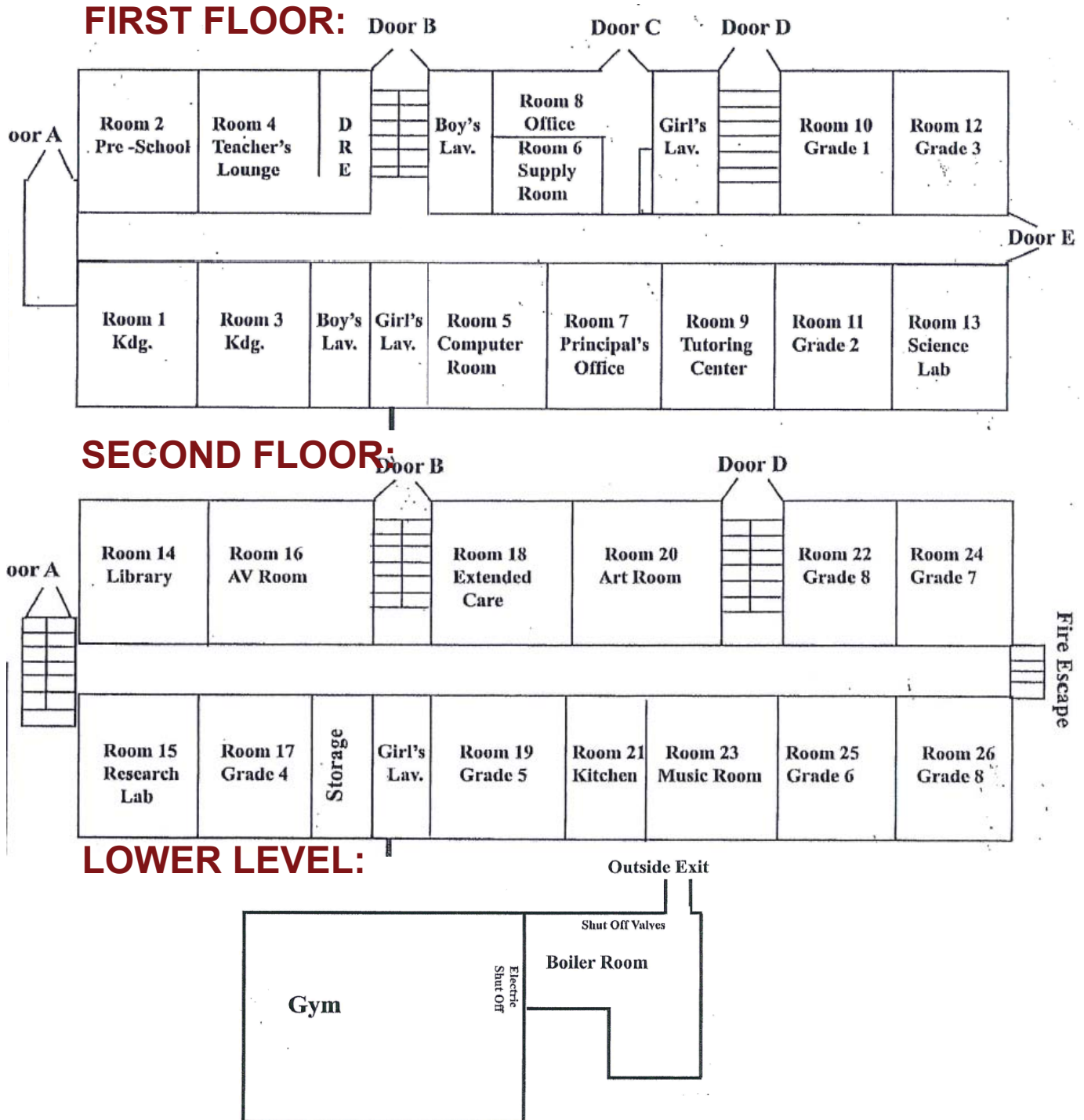
# St. Therese Parish School

10608 Granger Road, Garfield Heights, OH 44125



## AVAILABLE FOR LEASE OR SALE

[www.lee-associates.com](http://www.lee-associates.com)



FOR MORE INFORMATION  
PLEASE CONTACT:

**JEREMY STEIGER**  
PARTNER  
216.920.7777  
[jsteiger@lee-associates.com](mailto:jsteiger@lee-associates.com)

30100 Chagrin Boulevard, Ste. 201  
Pepper Pike, Ohio 44124  
216.282.0100

# St. Therese Parish School

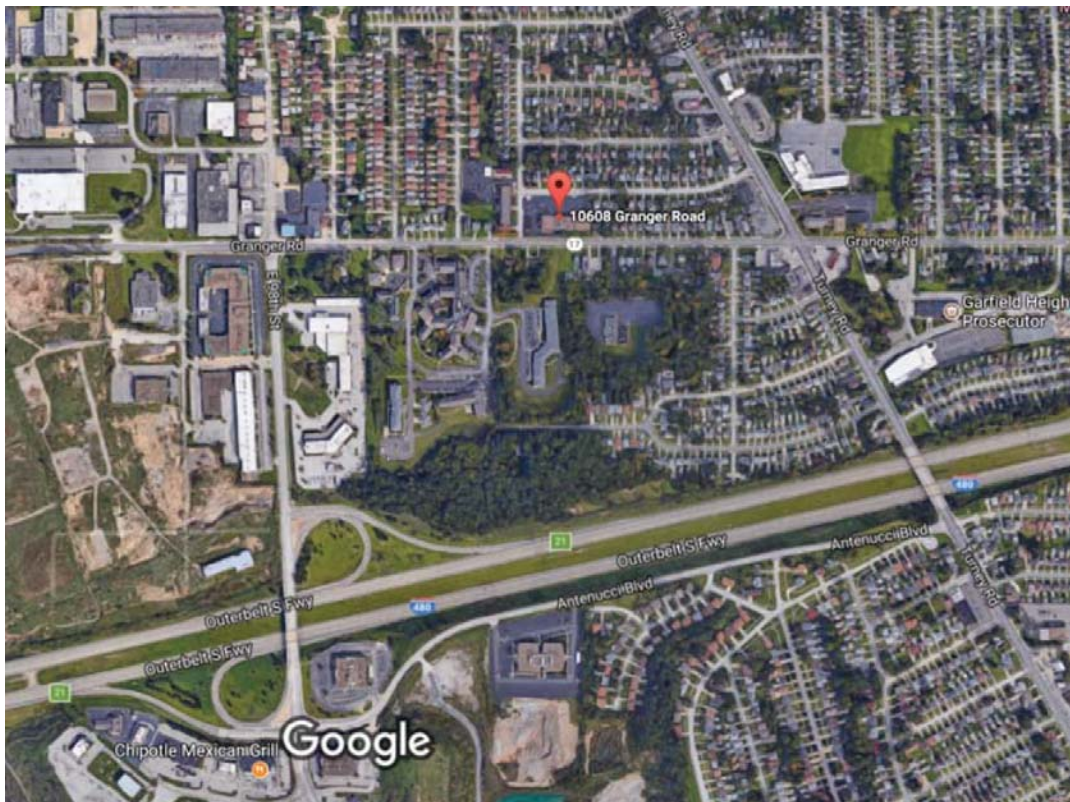
10608 Granger Road, Garfield Heights, OH 44125



## AVAILABLE FOR LEASE OR SALE

[www.lee-associates.com](http://www.lee-associates.com)

### LOCATION MAP



FOR MORE INFORMATION  
PLEASE CONTACT:

**JEREMY STEIGER**  
PARTNER  
216.920.7777  
[jsteiger@lee-associates.com](mailto:jsteiger@lee-associates.com)

30100 Chagrin Boulevard, Ste. 201  
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216.282.0100

All information furnished regarding property for sale, rental or financing is from sources deemed reliable, but no warranty or representation is made to the accuracy thereof and same is submitted to errors, omissions, change of price, rental or other conditions prior to sale, lease or financing or withdrawal without notice. No liability of any kind is to be imposed on the broker herein.



# **BRILLIANCE**

## **SCHOOL**

### **FAMILY HANDBOOK**

**BRILLIANCE SCHOOL**



## CLOSED CAMPUS

Under no circumstances are students permitted to leave the campus, at any time, without permission and then only under the escort and supervision of an authorized adult. All doors to the building will be locked and secured using security cameras. Students should be aware that BRILLIANCE SCHOOL schools have neighbors and we should be respectful and courteous of their needs.

## VISITOR POLICY

All visitors are required to sign in after reporting to the main office. At that time, the visitor will be given a visitors pass and should be worn at all times while on the school's campus. Any visitor who does not report to the office or is found in the building without a visitor's pass will be asked to leave immediately.

In case of an emergency, parents or guardians should contact the main office either by phone or in person. Under no circumstances, should parents or guardians attempt to contact students in their classrooms, in person or attempt to withdraw students from the building without notifying and receiving permission from the Dean(s), Principal(s) and/or Head of School or other administrative official.

## STUDENT ARRIVAL AND DISMISSAL

Students should not arrive at school earlier than 7:30 am. At dismissal, students should either leave the school building, or attend the school – sponsored activity of their choice. Students may not loiter on the school premises if they are not engaged in a school sponsored event.

## INCLEMENT WEATHER

The school voice mail will be an automated attendant before 7:15am and after 4:00 pm.

In case of an emergency, please call the school number. In the event of inclement weather and snow days, the school does NOT follow the Youngstown Municipal School District. Please tune to local radio or television stations for updated information (Channel 8 and Channel 5). Each school will be listed by individual name regarding any closings or notifications.

## EARLY DISMISSAL POLICY

Unless a parent or guardian has contacted the school in advance and provided a signed note to the school explaining the situation and the school has granted permission, no student will be dismissed early from school. In addition, the parent or guardian must sign out with the main office before removing the student from school grounds.

Unless it is an absolute emergency, parents must wait until the appropriate dismissal time.

In order to minimize disruption to class, we ask that notification regarding early dismissal be made as far in advance as possible, but no later than 8am of the day of the early dismissal. We also ask that doctor and dentist appointments be limited to non-school hours to avoid students missing irreplaceable class time.

## FIRE SAFETY PROCEDURES

In case of an emergency- if a student or staff member sees fire or smells smoke- he or she should pull the fire alarm located at either end of the corridor. Upon hearing the alarm, school staff will assemble students in the class rooms and proceed out of building according to the fire evacuation plan posted in each room. Students should follow the direction of the staff, who will verify the safety of the procedure. After, students should follow the direction of the staff who will lead them outside, line the students up by class, and take attendance.

## SCHOOL LUNCH

Students may either eat school lunch and milk from the school or bring their own lunches from home. The school does not have its own cafeteria or kitchen, so we have arranged for a catering service to bring in either hot meals or bag lunches every day.

Since school lunches at BRILLIANCE SCHOOL are prepared off – site, the school must have an accurate number of meals to order, and must place that order with the caterer one week in advance of the meal. The monthly menu will be sent home every week and posted in conspicuous places around the school building.

Lunch will be served each day between 11am and 1pm to all students in their classrooms or the common area. Lunch monitors, the Principals, Deans, and designated teachers will supervise the meals and clean – up at the end of each lunch period.

The school will participate in the National School Lunch Program, which provides free or reduced price lunches and free milk to eligible students. At the beginning of the school year, each family will be given a table describing eligibility and an application to participate in the program.

## MEDICAL RECORDS AND HEALTH SERVICES

Ohio state law requires all students enrolling in a new school to have a physical examination before entering the school. Before a student can enroll in BRILLIANCE SCHOOL, the school must have on file the following forms:

- Birth Certificate
- Current Shot Record
- Physicals and Medical forms

## MEDIA RELEASE POLICY

Over the course of the school year, opportunities arise to provide positive publicity and information about our network, campuses, and scholars to the general public or specific audiences. BRILLIANCE SCHOOL may receive requests from the news media or professional persons to interview, photograph, and/or film scholars for news publications, television or radio broadcasts, or for educational information and training

**LEASE**

**Between**

**EJ ALLOTROPE LLC,**

**an Ohio limited liability company (“Landlord”),**

**AIC EDUCATION PARTNERS, INC.,**

**an Ohio corporation (“Tenant”)**

**and, as to Article 10 only**

**Marshall Emerson III (“Guarantor”)**

THIS LEASE is made and entered into as of \_\_\_\_\_, 2021 (the "Effective Date"), by and among **EJ ALLOTROPE LLC**, an Ohio limited liability company ("Landlord"), **AIC EDUCATION PARTNERS, INC.**, an Ohio corporation ("Tenant"), and as to Article 10 herein only, Marshall Emerson III, an individual ("Guarantor").

## **ARTICLE 1 DEMISED PREMISES**

In consideration of the rents and covenants herein stipulated to be paid and performed, Landlord hereby sublets and subleases unto Tenant, in its present, "AS-IS, WHERE IS" condition, subject to the terms, covenants and conditions hereinafter specified, the land, the building located at 10608 Granger Rd., Garfield Heights, Ohio 44125 (the "Building") and other improvements constituting the property situated in the City of Garfield Heights, County of Cuyahoga and State of Ohio, and known as Cuyahoga County Permanent Parcel No. 542-20-141, as further described in Exhibit A attached hereto, together with all accretions, easements, rights of way and appurtenances belonging or pertaining to said property (collectively the "Premises").

## **ARTICLE 2 TERM**

The term of this Lease shall be for a period of ten (10) years (the "Term"), commencing on the commencement date set forth in the Prime Lease following the satisfaction of the Acquisition Contingency (each as hereinafter defined) set forth in Article 37 (the "Commencement Date") and expiring at 11:59 p.m. on the last day of the calendar month that is 10 years following the Commencement Date.

## **ARTICLE 3 RENT**

3.1 Tenant shall pay rental to Landlord without any demand therefor and without any deduction or setoff whatsoever, in the manner, at the times and in accordance with the following provisions of this Article.

3.2 Tenant shall pay to Landlord base rent in the following amounts ("Fixed Rent") during the Term of this Lease:

<u><b>Lease Year</b></u>	<u><b>Annual</b></u>	<u><b>Monthly</b></u>
1	\$252,000.00	\$21,000.00
2	\$264,600.00	\$22,050.00
3	\$277,830.00	\$23,152.50
4	\$291,721.50	\$24,310.13
5 - 10	\$300,000.00	\$25,000.00



3.3 Tenant shall pay to Landlord all sums of money, other than Fixed Rent, as will be become due and payable under this Lease; such sums of money will be hereinafter referred to as the "Additional Rent". The Fixed Rent and the Additional Rent will be herein collectively referred to as the "Rent". Tenant shall pay, as Additional Rent each month, all applicable sales and use tax, if any, charged with regard to the Fixed Rent.

3.4 All Rent due Landlord hereunder shall be paid in lawful money of the United States of America, on or before the first day of each month, at Landlord's mailing address set forth in Article 27 below, or at such other place or to such other person as Landlord from time to time may designate in writing. Any Rent not paid when due shall be subject to interest at the rate of fifteen percent (15%) per annum commencing ten (10) days after the date when such Rent is due. In addition, Tenant shall pay Landlord a late charge equal to five percent (5%) of the Rent amount that is ten (10) days overdue to compensate Landlord for the extra costs Landlord will incur as a result of such late payment. The parties agree that (i) it would be impractical and extremely difficult to fix the actual damage that Landlord will suffer on account of Tenant's late payment of Rent, (ii) such interest and late charges represent a fair and reasonable estimate of the detriment that Landlord will suffer by reason of late Rent payments by Tenant, and (iii) the payment of interest and late charges are distinct and separate in that the payment of interest is to compensate Landlord for the use of Landlord's money by Tenant, while the payment of late charge is to compensate Landlord for Landlord's processing, administrative and other costs incurred by Landlord as a result of Tenant's delinquent Rent payments. Acceptance of such late charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.

#### **ARTICLE 4 TAXES**

Tenant shall pay as Additional Rent before they become due any and all real estate taxes and assessments, both general and special, incurred in connection with the Premises, including any tax, excise or assessment levied, assessed or imposed upon or against rentals or other charges payable hereunder (whether such tax, excise or assessment is imposed against Landlord or the Premises), either as a substitution for or in addition to any existing tax on the land and improvements comprising the Premises or otherwise resulting from Tenant's use of the Premises (the "Taxes") and which become due and payable during the Term of this Lease. Any Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which falls either before the Commencement Date or after the expiration of the Term, will, whether or not said Taxes will be due, assessed, levied, confirmed, imposed upon or become a lien upon the Premises, shall be adjusted between Landlord and Tenant, so that each party will pay its proportionate share of said Taxes, as appropriate. Tenant shall, upon payment of the Taxes, provide Landlord with a receipt evidencing payment thereof. Tenant shall have the right, in its sole discretion, to contest any taxes, assessments, or charges assessed against the Premises, the amount of such, or the assessed valuations on which such taxes, assessments, or charges are based. Tenant shall further be permitted to apply for a real estate tax exemption relating to the Premises. Landlord shall have no obligation to contest the imposition or amount of any such taxes, assessments, or charges against the Premises or the assessed valuations on which the same are based, or apply for any real estate tax exemption, except to the extent that Tenant requests that



Landlord cooperate in Tenant's efforts do so and provided that Tenant will pay any and all costs associated with such contest or application, including but not limited to reasonable attorney fees.

## **ARTICLE 5 REPAIR AND MAINTENANCE**

Tenant shall, at its sole expense, keep and maintain the Premises and all improvements therein including, but not limited to, the Building, utility lines, parking areas (including curbs, striping, paving and drainage) and landscaping (including, but not limited to, snow and ice removal), in good condition and repair, including any replacements with respect to the foregoing and any components thereof if necessary. Such repairs and replacements shall be at least equal in quality to the original work. If Tenant refuses or neglects to repair and maintain the Premises and to make necessary replacements as provided herein, then Landlord may (but shall not be obligated to), if such repairs are not made within fifteen (15) days after notice from Landlord to Tenant, perform such maintenance and make such repairs or replacements, and the cost of such repairs, maintenance and replacements shall be immediately due and payable by Tenant as Additional Rent. Tenant shall cause all lawns to be cut and landscaping to be maintained during the Term of the Lease.

## **ARTICLE 6 PURPOSE AND MANNER OF USE**

6.1 Tenant shall use the Premises solely for the operating of a charter school and uses and purposes incidental thereto, but shall not use or permit the use of the Premises for any other business or purpose whatsoever.

6.2 Tenant shall use its commercially reasonable efforts to cause its employees, students, agents, contractors, vendors, invitees and licensees to utilize the parking spaces situated on the Premises and not on public streets or rights-of-way surrounding the Premises. All motor vehicles (including all contents thereof) shall be parked at the sole and exclusive risk of Tenant, its employees, customers, agents, contractors, invitees and licensees. Landlord has no duty to insure any motor vehicles (including the contents thereof), and Landlord is not responsible for the protection and security of such motor vehicles or to provide security measures with respect to the parking spaces or the Premises. Landlord shall have no liability for any property damage and/or personal injury which might occur as a result of or in connection with the parking of said motor vehicles in any of the spaces on the Premises. Landlord shall not be liable to Tenant or any of its employees, students, agents, contractors, vendors, invitees and licensees for any unauthorized parking in any spaces on the Premises by others.

6.3 Tenant shall use and occupy the Premises in a careful, safe and proper manner and shall comply with all governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or the use thereof, which shall now or which may hereafter be enforced, relating or pertaining to or affecting the Premises, the condition thereof, and Tenant's use thereof, and shall, without limiting the generality of the foregoing, comply and observe all applicable federal, state and local laws, rules, orders, regulations or ordinances pertaining to health and safety, air and water quality, Hazardous Substances (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land-use matters, and with any direction of



any public officer or officers pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation, maintenance or repair of the Premises. Tenant shall obtain, maintain in full force and effect and pay all fees and charges levied, assessed or charged by any governmental authority in connection with any licenses, permits or consents of any kind required with respect to the Tenant's use or occupancy of the Premises. Tenant shall not commit or permit to be committed any waste upon the Premises and shall not use or permit the Premises to be used for any unlawful purpose or in any manner which will affect the coverage provided by, or result in the invalidation or in an increase in the premiums of, the fire insurance maintained by Landlord, or which will constitute a nuisance.

## **ARTICLE 7 UTILITIES**

7.1 Tenant shall pay promptly when due charges for all utility services, if any, furnished to the Premises during the Term hereof, including, but not by way of limitation, electricity, gas, water and sewer charges. In the event that any utility bill is delivered to Landlord, and Landlord's failure to deliver such bill to Tenant in a timely manner results in late payment of said bill, Landlord shall be responsible for payment of any late fees or penalties resulting from Landlord's failure to timely deliver such bill.

7.2 If Tenant shall fail to promptly pay any utility charges when due, Landlord may (but shall not be obligated to) pay such charge, and the sums so paid and any expenses incurred by Landlord in connection therewith shall be deemed to be Additional Rent immediately due and payable by Tenant upon demand by Landlord. Tenant understands and acknowledges that any one or more utilities or other Building services may be interrupted by reason of accident, failure of equipment, emergency or other causes beyond the reasonable control of Landlord; that Landlord does not represent or warrant the uninterrupted availability of such utilities or Building services and that any such interruption shall not be deemed an eviction or a disturbance of Tenant's right to possession, occupancy and use of the Premises or any part thereof, or render Landlord liable to Tenant for damages by abatement of Rent or otherwise, or relieve Tenant from its obligation to perform under this Lease, or constitute a termination of this Lease or an eviction of Tenant, constructive or otherwise.

## **ARTICLE 8 ACCESS TO PREMISES BY LANDLORD**

Landlord shall have free access to the Premises at all reasonable times upon reasonable notice (except for emergencies, in which case no notice shall be required by Landlord) for the purpose of examining the Premises or making any alterations, repairs or improvements thereto which Landlord may deem necessary for their safety or preservation, or for the purpose of examining or making any alterations, repairs or improvements to items passing over, under, along or through the Premises. No action taken by Landlord in or upon the Premises in connection with the foregoing shall constitute an eviction of Tenant in whole or in part, and the Rent reserved by this Lease shall not abate while any such repairs, alterations or improvements are being made, notwithstanding any loss or interruption of the business of Tenant. Nothing contained herein, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Premises or any part thereof. Tenant



shall have the right to have a representative accompany Landlord during any access by Landlord to the Premises while students are present in the Premises.

## **ARTICLE 9 REPRESENTATIONS AND WARRANTIES**

9.1 Tenant represents and warrants to Landlord that: (i) Tenant is duly organized, validly existing and in good standing in accordance with the laws in the state in which it is organized and authorized to do business in accordance with the laws of the State of Ohio; (ii) all actions necessary to authorize the execution of this Lease have been taken by Tenant; and (iii) the individual executing and delivering this Lease on behalf of Tenant has been authorized to do so, and such execution and delivery shall bind Tenant. Tenant, at Landlord's request, shall provide Landlord with evidence of such authority.

9.2 Landlord represents and warrants to Tenant that: (i) Landlord is duly organized, validly existing and in full force and effect in accordance with the laws of the State of Ohio; (ii) all actions necessary to authorize the execution of this Lease have been taken by Landlord; and (iii) the individual executing and delivering this Lease on behalf of Landlord has been authorized to do so, and such execution and delivery shall bind Landlord. Landlord, at Tenant's request, shall provide Tenant with evidence of such authority.

## **ARTICLE 10 PERSONAL GUARANTY**

As an inducement to Landlord to enter into this Lease, and as security for Tenant's performance thereunder, Guarantor shall provide an unconditional personal guaranty in the form attached hereto as Exhibit B (the "Guaranty") such that Guarantor guaranties the full and punctual payment of all rents and other sums payable by Tenant under this Lease, and the full and punctual performance and observance of all terms, covenants and conditions on the part of Tenant to be performed and observed under this Lease.

## **ARTICLE 11 INSURANCE**

11.1 Tenant shall at all times maintain at its sole cost and expense or reimburse Landlord for the cost of the following insurance on the Premises:

- (a) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and the adjoining sidewalks and driveways, such insurance to afford combined single limit protection of not less than Two Million Dollars (\$2,000,000) with respect to bodily injury or death and property damage.
- (b) All risk, fire and extended coverage insurance covering the Premises, the Building and all improvements, fixtures, equipment, furniture, furnishings, machinery and the items of personal property located in or about the Premises, such coverage to be in an amount at least equal to the full replacement cost of the improvements to the Premises and all such property.



- (c) Workers' Compensation insurance covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises.
- (d) Such other insurance in such amounts, on such terms and including such coverages as may be required by the laws of the State of Ohio and/or any current or future mortgage lender to Landlord of Prime Landlord.

Such insurance shall be written by companies of recognized financial standing which are authorized to conduct insurance business in Ohio, and such insurance shall name as the insured parties thereunder Landlord, Prime Landlord and Tenant, as their interests may appear. The fire and extended coverage insurance shall designate the Prime Landlord as the named insured and shall name Prime Landlord's mortgage lender, if any, as either an additional insured or loss payee as may be required by such lender.

11.2 Tenant shall deliver to Landlord promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of the insurers, satisfactory to Landlord, evidencing the insurance which is required to be maintained by Tenant hereunder, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Such policies of insurance shall further contain an endorsement requiring thirty (30) days advance notice to Landlord prior to cancellation. Should Tenant fail to effect, maintain or renew any insurance provided for in this Article, or to pay the premiums therefor, or to deliver to Landlord any of such policies or certificates, then and in any of said events Landlord, at Landlord's option, but without any obligation so to do, may without notice to Tenant, procure such insurance, and any sums expended by Landlord to procure such insurance shall be deemed to be Additional Rent immediately due and payable by Tenant.

## **ARTICLE 12 WAIVER OF SUBROGATION**

Provided the following provisions of this Article do not result in the invalidation of, or an increase in the premiums payable under, the policies of fire and/or extended coverage or other insurance covering the Premises or the contents thereof, Landlord and Tenant agree that in the event the Premises or its contents are damaged or destroyed by any of the perils covered by fire and/or extended coverage insurance or other insurance policies of the parties, the rights, if any, of any party against the other, their officers, agents, servants and employees, with respect to such damage or destruction, are hereby waived to the extent of any proceeds received under any such policies, notwithstanding the fact that such damage or destruction shall be due to the negligence of any or all of the parties in whose favor this provision operates.

## **ARTICLE 13 CASUALTY**

13.1 Tenant shall promptly notify Landlord in writing of any damage to or destruction of the Premises for any cause whatsoever.



13.2 If the Premises shall be damaged or injured by any cause, Tenant shall effect the repair thereof as promptly as reasonably possible, delays beyond Tenant's control excepted, and this Lease shall remain in full force and effect. No damage or injury to the Premises or improvements shall relieve Tenant from its liability to pay the full Rent and to perform any of its other obligations under this Lease.

13.3 The proceeds of any applicable insurance policy shall, subject to the requirements of Landlord's or Prime Landlord's first mortgage lender (if any), be deposited in an escrow account in Landlord's name and disbursed by Landlord during the course of the repairs. If the amount of the insurance proceeds is insufficient to pay the cost of any appropriate repairs, Tenant shall promptly pay any additional sum required.

#### **ARTICLE 14 CONDEMNATION**

14.1 If at any time during the Term of this Lease the entire Premises shall be appropriated or taken by virtue of condemnation, eminent domain or other similar proceedings pursuant to any law, this Lease shall terminate as of the date of such taking.

14.2 If at any time during the Term of this Lease a material part of the Premises shall be appropriated or taken by virtue of condemnation, eminent domain or other similar proceedings pursuant to any law, and such taking renders the remainder of the Premises unsuitable, as mutually agreed in the reasonable judgment of Landlord and Tenant, for Tenant's use, Tenant shall have the right to terminate this Lease as of the date of such taking by giving Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant of notice that the Premises are to be so appropriated, taken or condemned.

14.3 In the event of any termination of this Lease pursuant to the provisions of this Article, Landlord and Tenant shall thereupon be released from any further liability hereunder, except Tenant shall remain liable for all obligations and liabilities of Tenant under this Lease, actual or contingent, which have arisen on or prior to such date of termination, including, but not by way of limitation, Tenant's liability for the payment of the Fixed Rent and Additional Rent.

14.4 In the event of any taking of the Premises as hereinbefore provided, whether in whole or in part, Landlord shall receive the full amount of any award, as damages or otherwise, for such taking, and Tenant shall not be entitled to any part of such award or have any right to contest or appeal such award; provided, however, that Tenant shall have the right to claim and recover from the taking authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any cost or loss to Tenant in removing Tenant's fixtures and equipment, so long as such claim shall not adversely affect the amount or payment of the award made to or to be made to Landlord or the proceedings relative thereto. Nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to the Tenant for the taking of personal property belonging to Tenant. Further, nothing herein shall preclude Tenant from separately pursuing from the taking authority a claim for the value of the loss of its leasehold tenancy.

14.5 If in the event of a partial taking of the Premises Tenant does not exercise its aforementioned right and option to terminate this Lease, or if notwithstanding such partial taking



the parties have no rights or options to terminate this Lease, Tenant shall promptly (but subject to delays beyond Tenant's control) repair such damage to the Premises as shall have been caused by such partial taking to a condition substantially comparable in design and function to their condition immediately prior to the time of such taking, less the portion lost in the taking. Fixed Rent shall not be affected by any partial taking under this Section 14.5.

## **ARTICLE 15 ALTERATIONS AND IMPROVEMENTS**

15.1 Tenant shall make no alterations or improvements in or to the Premises without the prior submission of the plans for such alterations and improvements to Landlord and the obtaining of Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not be deemed to be the agent of Landlord with respect to any contracts entered into or work done regardless of such consent. All repair, replacement or alteration work done by Tenant shall be performed in a good and workmanlike manner, in compliance with all federal, state and local laws, statutes, ordinances, codes and other applicable requirements. Tenant shall indemnify Landlord against any and all mechanics' liens or other liens or claims in connection with the making of any permitted alterations or improvements and shall pay when due all costs, expenses and charges therefor.

15.2 All alterations or improvements, including, but not limited to, heating, air conditioning and similar equipment (whether or not made or installed with the prior written consent of Landlord) and floor coverings and all alterations or improvements to the Premises by Tenant in accordance with the terms of this Lease, shall be and remain part of the Premises and the property of Landlord and subject to this Lease; but personal property shall not be deemed to become a part of the Premises and the property of Landlord unless so affixed to the Premises that their removal will, in the reasonable judgment of Landlord, substantially damage the Premises. Tenant's removable trade fixtures may be removed upon the expiration or earlier termination of this Lease; provided that Tenant promptly repairs, at its sole cost and expense, all damage to the Premises as a result of such removal.

15.3 All personal property and fixtures placed in or about the Premises shall be at Tenant's own risk. Tenant shall be responsible for and shall pay when due and payable all taxes assessed during the Term of this Lease on personal property or fixtures placed by Tenant in, upon or about the Premises.

## **ARTICLE 16 ASSIGNMENT**

16.1 Tenant shall not sublet the Premises or any part thereof (nor allow any third party to use any of the parking spaces situated on the Premises) or assign or transfer its interest, or any portion thereof, in this Lease without obtaining the prior written consent of Landlord. The assignment or subletting to which Landlord has consented shall not relieve Tenant from liability for payment of Rent or other sums herein provided or from the obligation to keep, be bound by and perform the terms, conditions and covenants of this Lease. The acceptance of Rent from another other person shall not be deemed to be a waiver of any of the provisions of this Lease or be a consent to the assignment of this Lease or subletting of the Premises.



16.2 In the absence of compliance with this provision, no attempted assigning or subletting or other transfer shall be of any force or effect whatsoever.

## **ARTICLE 17 SUBORDINATION**

Tenant hereby waives the priority of Tenant's interest in the Premises arising by virtue of this Lease and subordinates its interest to any mortgage lien or lien resulting from any method of financing or refinancing which may become necessary or desirable to Landlord from time to time, and Tenant, within five (5) days of demand of Landlord, shall execute at any and all times such instruments as may be required by any prospective mortgagee or lienholder in order further to effectuate this waiver of priority and subordination of Tenant's interest; provided that Tenant's obligation to execute such documents shall be conditioned upon Landlord obtaining an agreement from the holder of such mortgage lien or other lien to the effect that if such holder becomes the owner or comes into possession of the Premises, it will not disturb the possession, use and enjoyment of the Premises by Tenant, so long as Tenant shall not be in default hereunder. If Tenant fails to execute any such instruments within five (5) days after submission to Tenant, provided the non-disturbance condition above has been satisfied, Landlord is hereby authorized to execute such instruments as attorney-in-fact for Tenant.

## **ARTICLE 18 DEFAULT**

18.1 Any one of the following occurrences or acts shall constitute an "Event of Default" under this Lease: (a) Tenant, at any time during the continuance of this Lease (and regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law, in equity or before an administrative tribunal, which have or might have the effect of preventing Tenant from complying with the terms of this Lease) (i) fails to make any payment of Fixed Rent when due as provided in Article 3, (ii) fails to make any payment other than Fixed Rent, within five (5) days of demand therefor, of Additional Rent or other sum herein required to be paid by Tenant, or (iii) fails to observe or perform any other provision hereof for thirty (30) days after Landlord shall have delivered, and Tenant has received, notice of such failure; (b) Tenant files a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due, or a petition or answer proposing the adjudication of Tenant as a bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law is filed in any court; (c) a receiver, trustee or liquidator of Tenant or of all or substantially all of the assets of Tenant or of the Premises is appointed in any proceeding brought by Tenant, or any such receiver, trustee or liquidator is appointed in any proceeding brought against Tenant, or Tenant consents to or acquiesces in such appointment; or (d) Tenant's interest in the Premises by virtue of this Lease or any of Tenant's assets is seized under a levy of execution or attachment.

18.2 This Lease and the Term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have occurred, Landlord may, at Landlord's sole election with or without the resort to legal process, with or without declaring the Term of this Lease ended, re-enter and take possession of the Premises immediately, provided it does so pursuant to legal



process or without breach of the peace, and remove all persons and their property therefrom and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and do such further acts as may be necessary and advisable to recover immediate possession of the Premises, without being deemed guilty in any manner of trespass and without releasing Tenant from its obligation to pay the Fixed Rent and Additional Rent reserved hereunder, which amounts may be accelerated in Landlord's sole discretion to be due immediately following Landlord's retaking of possession of the Premises pursuant to this Section 18.2, and Tenant shall indemnify Landlord against and shall reimburse Landlord for, all loss of rent and other damages and expenses which Landlord may incur by reason of Tenant's default, including, but not by way of limitation, attorneys' fees, commissions, rental concessions to new tenants, costs of repairs, renovations or alterations of the Premises and costs incurred by Landlord to place the Premises in the condition required by all applicable provisions of this Lease. Landlord may also re-enter the Premises as herein provided, or take possession of the Premises pursuant to law, and may, from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and Landlord may relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental amount and upon such other terms, covenants and conditions as Landlord may deem advisable without in any manner releasing Tenant from the obligations of this Lease or entitling Tenant to any setoff whatsoever against any monies due Landlord from Tenant for any reason. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous Event of Default. Any steps taken by Landlord pursuant to the foregoing shall be without prejudice to, and shall not be exclusive of, any other remedies or damages which may be available to Landlord whether at law or in equity.

#### **ARTICLE 19 RIGHT TO CURE DEFAULT**

Landlord shall have the right (but shall not be obligated) to pay any sums of money or do any acts or incur any expenses, including reasonable attorneys' fees, by reason of the failure of Tenant to perform or observe any of Tenant's obligations under this Lease, and the sums so paid and expenses so incurred by Landlord, together with all costs, damages and interest on the sums so paid and expenses so incurred at the rate of ten percent (10%) per annum, shall be promptly reimbursed by Tenant upon written demand from Landlord.

#### **ARTICLE 20 LIENS**

Tenant shall not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Premises or any part thereof or Tenant's interest therein or the Fixed Rent or Additional Rent payable under this Lease, other than any mortgage, lien, encumbrance or other charge created by or resulting from any act of Landlord. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, expressed or implied, of any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the Premises or any part thereof through or



under Tenant, and no mechanics' or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

## **ARTICLE 21 INDEMNIFICATION**

Tenant shall, except where caused by negligence or malfeasance of the Landlord, protect, indemnify and save harmless Landlord from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever which directly or indirectly arise from (a) any injury to or the death of any person or any damage to property on the Premises or in any manner growing out of or connected with the use, non-use, condition or occupancy of the Premises or any part thereof or resulting from the condition thereof or of the adjoining sidewalks, and (b) any violation by Tenant of any term, covenant or condition of this Lease, of any contracts or agreements to which Tenant is a party and of any restrictions, statutes, laws, ordinances or regulations affecting the Premises or any part thereof or the ownership, occupancy or use thereof.

Landlord shall, except where caused by negligence or malfeasance of the Landlord, protect, indemnify and save harmless Tenant from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Tenant), causes of action, suits, claims, demands or judgments of any nature whatsoever which directly arise from any violation by Landlord of any term, covenant or condition of this Lease.

## **ARTICLE 22 ENVIRONMENTAL COMPLIANCE**

22.1 For purposes of this Lease:

(a) "Contamination" as used herein means the uncontained or uncontrolled presence of or release of Hazardous Substances (as hereinafter defined) into any environmental media from, upon, within, below, into or any portion of the Premises so as to require remediation, cleanup or investigation under any applicable Environment Law (as hereinafter defined).

(b) "Environmental Laws" as used herein means all federal, state, and local laws, regulations, orders, permits, ordinances or other governmental requirements, concerning protection of human health, safety and the environment, all as may be amended from time to time.

(c) "Hazardous Substances" as used herein means any hazardous or toxic substance, material, chemical, pollutant, contaminant or waste as those terms are defined by any applicable Environmental Laws (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA") and any solid wastes, polychlorinated biphenyls, urea formaldehyde, asbestos, radioactive materials, radon, explosives, petroleum products and oil.

22.2 Tenant represents and warrants that all the activities on the Premises and use of the Premises during the Term of this Lease will be conducted in compliance with all Environmental



Laws. Tenant, at Tenant's sole cost and expense, shall be responsible for obtaining all permits, licenses and/or approvals under Environmental Laws necessary for Tenant's operation of its business on the Premises and shall make all notifications and registrations required by any applicable Environmental Laws. Tenant, at Tenant's sole cost and expense, shall at all times comply with the terms and conditions of all such permits, licenses, approvals, notifications and registrations and with any other applicable Environmental Laws.

22.3 Tenant shall and hereby does indemnify Landlord and hold Landlord harmless from and against any and all expense, loss, and liability suffered by Landlord (with the exception of those expenses, losses, and liabilities arising from Landlord's own negligence or willful act), by reason of Tenant's improper storage, generation, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, or any Hazardous Substances (whether accidental, intentional, or negligent) or by reason of Tenant's breach of any of the provisions of this Section 20. Such expenses, losses and liabilities shall include, without limitation: (i) any and all reasonable expenses that Landlord may incur to comply with any Environmental Laws as a result of Tenant's failure to comply therewith; (ii) any and all costs that Landlord may incur in studying or remedying any contamination caused by Tenant at or arising from the Premises; (iii) any and all reasonable costs that Landlord may incur in studying, removing, disposing or otherwise addressing any Hazardous Substances; (iv) any and all fines, penalties or other sanctions assessed upon Landlord by reason of Tenant's failure to comply with Environmental Laws; and (v) any and all legal and professional fees and costs incurred by Landlord in connection with the foregoing. The indemnity contained herein shall survive the termination or expiration of this Lease.

#### **ARTICLE 23 ATTORNMEN**

Tenant shall, in the event any proceeding is brought for the foreclosure of (whether by judicial sale or otherwise), or in the event of the exercise of the power of sale under, any mortgage made by Landlord or Prime Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize any such purchaser as Landlord under this Lease.

#### **ARTICLE 24 ESTOPPEL**

Within ten (10) days after request therefor by Landlord, Tenant shall deliver to any proposed mortgagee or purchaser, or to Landlord, in recordable form, a certificate certifying that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating any claims by Tenant. If Tenant fails to execute such instrument within ten (10) days after submission to Tenant, Landlord is hereby authorized to execute such instrument as attorney-in-fact for Tenant.

#### **ARTICLE 25 HOLDOVER**

If Tenant shall remain in possession of the Premises after the expiration of the Term, no action by Landlord, by accepting Rent or otherwise, shall be construed as recognition by Landlord of a continuing tenancy or as creating a renewal term of the same duration as the Term of this Lease or a tenancy from year to year, but any continuing occupancy shall be deemed to be a tenancy from month-to-month only, governed in all things, except as to the term, by the provisions of this

Lease, and at a Fixed Rent amount equivalent to One Hundred Fifty percent (150%) of the Fixed Rent last in effect. In addition to Fixed at the amount set forth above, Tenant shall also continue to pay Additional Rent to Landlord in accordance with the terms of this Lease for the period in which Tenant remains in the Premises beyond the Term.

## **ARTICLE 26 QUIET ENJOYMENT**

If and so long as Tenant shall observe and perform all the terms, covenants and obligations required by it to be observed and performed hereunder, Landlord warrants peaceful and quiet occupation and enjoyment of the Premises by Tenant; provided, that Landlord and Landlord's agents may enter upon and examine the Premises in accordance with the provisions of this Lease.

## **ARTICLE 27 NOTICES**

Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be deemed to be delivered (a) upon personal delivery to and receipt by the person to whom delivered (including, without limitation, delivery to and/or receipt by facsimile), or (b) three (3) days after deposit in United States registered or certified mail, return receipt requested, or (c) one (1) business day after deposit with a nationally recognized overnight express courier for "next day" delivery, in each case, addressed to the parties at their respective addresses or facsimile numbers (as applicable) set forth below:

If to Landlord:

**EJ ALLOTROPE LLC**  
31100 Solon Rd. Suite #9  
Solon, Ohio 44139  
Attn: Joel Goldman

With a copy to:

Daniel A. Gottesman  
Ulmer & Berne LLP  
Skylight Office Tower  
1660 West 2nd Street, Suite 1100  
Cleveland, Ohio 44113

If to Tenant

: 2346 South Overlook  
Cleveland Heights, OH 44106

A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

## **ARTICLE 28 SALE BY LANDLORD**

In the event of the sale, assignment or other transfer of Landlord's interest in the Premises, Landlord shall automatically be deemed released from further liability and obligations under this Lease as of the effective date of such sale or transfer.



**ARTICLE 29**  
**LIABILITY OF LANDLORD**

Notwithstanding anything herein stated to the contrary, the liability of Landlord for the failure of Landlord to perform any covenant, term or condition of this Lease on Landlord's part to be performed shall be limited solely to Landlord's interest in the Premises, and neither Landlord nor Landlord's officers, directors, shareholders, members, managers, agents or employees shall have any personal liability for damages suffered by Tenant or anyone claiming through Tenant as a result of Landlord's default, Tenant hereby agreeing to look solely and exclusively to Landlord's interest in the Premises in satisfaction of such damages.

**ARTICLE 30**  
**SURRENDER**

Upon the expiration or earlier termination of this Lease, Tenant shall peaceably leave and surrender the Premises to Landlord broom-clean and in good order and condition, normal wear and tear and damage covered by a standard fire and casualty policy with extended coverage excluded. Except as otherwise provided in this Lease, Tenant shall remove from the Premises on or prior to such expiration or earlier termination all property situated thereon which is not owned by Landlord, and, at its expense, shall, on or prior to such expiration or earlier termination, repair any damage caused by or resulting from such removal. Property not so removed shall become the property of Landlord, and Landlord may within ten (10) days after vacation of the Premises by Tenant, cause such property to be removed from the Premises and disposed of, but the cost of any such removal and resulting damage shall be borne exclusively by Tenant.

**ARTICLE 31**  
**NET LEASE**

This Lease shall be deemed a "triple net" lease, and Tenant shall pay or provide for all costs and expenses relating to the Premises and Tenant's use and occupation thereof which may arise or become due during the Term, including, without limitation, any amounts which become due from Landlord to Prime Landlord under the Prime Lease, except for base rental thereunder.

**ARTICLE 32**  
**SEVERABILITY**

If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the extent permitted by law.

**ARTICLE 33**  
**BINDING EFFECT; COUNTERPARTS**

All of the terms, covenants and conditions contained in this Lease shall be binding upon the respective heirs, personal representatives, successors and assigns of Landlord and Tenant and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Landlord

and the permitted successors and assigns of Tenant to the same extent as if each such person or entity were in each case named as a party to this Lease; provided, however, that this Lease shall not be binding on Landlord or Landlord's heirs or personal representatives if Landlord has been released from Landlord's obligations under this Lease. This Lease may not be amended, modified or discharged except by a writing signed by Landlord and Tenant. This Lease may be executed in any number of counterparts each of which shall be deemed an original, but all of which shall constitute one and the same instrument. DocuSign or signed copies delivered by email or facsimile transmission shall be as binding and effective as original copies.

#### **ARTICLE 34 HEADINGS**

The headings to the various provisions of this Lease have been inserted for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Lease.

#### **ARTICLE 35 GOVERNING LAW**

This Lease shall be governed by and interpreted under the laws of the State of Ohio.

#### **ARTICLE 36 BROKER**

Landlord and Tenant each represents and warrants to the other that it has not dealt with any real estate broker in connection with this Lease and agrees to indemnify and save harmless the other with respect to any real estate commissions claimed or arising out of this Lease due to their respective acts. The representations and warranties contained in this Article shall survive the closing.

#### **ARTICLE 37 ACQUISITION CONTINGENCY**

This Lease and the commencement hereof is contingent upon Landlord acquiring leasehold title to the Premises pursuant to a separate lease agreement (the "Prime Lease") between Landlord and the current owner (the "Prime Landlord") of the Premises (the "Acquisition Contingency"). Landlord shall send written notice to Tenant within two (2) business days of the satisfaction of the Acquisition Contingency and reasonable evidence of such satisfaction. If the Acquisition Contingency is not so satisfied, Landlord shall have the right to terminate this Lease upon written notice to Tenant. If Landlord elects to terminate this Lease pursuant to this Article, such termination shall be immediate upon receipt of such notice and the Lease of no further force and effect such that neither Landlord nor Tenant shall have any further obligations or liabilities to the other, except for such obligations expressly set forth in this Lease which survive closing. This Lease and all rights of Tenant hereunder are subordinate and subject to the terms, conditions and provisions of the Prime Lease, pursuant to which Prime Landlord leased the Premises to Landlord. Tenant hereby agrees to comply with and satisfy all obligations of the tenant under the Prime Lease as if such terms were rewritten herein, except for the payment of base rental under the Prime Lease. For the avoidance of doubt, Tenant's rights shall be limited to those rights set forth in this Lease



and Tenant shall have no right to exercise any additional rights of Landlord as tenant under the Prime Lease. In the event that Landlord acquires fee simple title to the Premises, the Prime Lease shall automatically terminate and this Lease shall continue in full force and effect except that all references to the Prime Lease shall automatically be null and void and of no further force or effect.

### **ARTICLE 38 MISCELLANEOUS PROVISIONS**

38.1 Recording. This Lease shall not be recorded. Tenant, upon request of Landlord, shall join in the execution of a memorandum of this Lease for the purpose of recordation. Such memorandum shall describe the parties, the Premises and the Term of this Lease and the Option, and shall incorporate this Lease by reference and include such other provisions as Landlord may deem appropriate.

38.2 Definitions. Whenever any pronoun of the masculine, feminine or neutered gender is used herein, the same may include and refer to any other gender and may refer to a corporation, and the singular of any pronoun or verb may include and refer to the plural, and the plural may refer to the singular.

38.3 Reporting and Compliance. Throughout the Term, Tenant shall provide the following to Landlord:

a. Within 5 days following each monthly board meeting, Tenant shall provide Landlord with copies of the monthly financials approved by the board;

b. Within 3 days following Tenant's receipt of such results, Tenant shall deliver to Landlord a copy of the results of each annual health and safety and food service license inspection as well as evidence of satisfaction of any deficiencies or violations noted in such results, which deficiencies and violations shall be promptly remedied by Tenant;

c. No less than once per year, and as otherwise requested by the Landlord, evidence of sponsor compliance as well as copies of any reports resulting from inspections by the sponsor;

d. In the event that Tenant becomes aware of any (i) pending or threatened claim against Tenant by a third party, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, (ii) arbitration proceeding pending relating to Tenant, (iii) governmental inquiry pending or threatened against or involving Tenant, or (iv) circumstances which could give rise to any of the preceding items (i), (ii), or (iii), Tenant shall immediately provide detailed notice to Landlord of such claims and the circumstances giving rise to the same;

e. Within 3 days following receipt or transmission of such communication, Tenant shall deliver to Landlord a copy of any material communication sent or received in connection with student and staff reporting, subject to applicable privacy laws and regulations; and

f. Within 3 days following receipt or transmission of such communication, Tenant shall deliver to Landlord a copy of any communication regarding, or which could give rise to, funding changes.

38.4 Non-Compete.

a. None of Tenant, Guarantor, or any affiliate of Tenant or Guarantor (the "Restricted Parties"), during the Term of the Lease or for a period of five (5) years after the expiration or earlier termination of this Lease, will: (i) own, operate, develop, manage, or otherwise provide consulting or other services with respect to a primary or secondary school (an "Other School") within a 40 mile radius of the Premises (the "Restricted Area"); or (ii) otherwise operate, own, develop, manage or consult with an entity or business which owns or develops an Other School within the Restricted Area. Tenant and Guarantor acknowledges that a violation of any provision of this Section 38.4(a) will result in substantial and irreparable damage to the Landlord for which the Landlord will not have an adequate remedy at law and for which money damages would not be a sufficient remedy, and Tenant and Guarantor agree that, in addition to all other remedies, in the event of any violation or alleged or threatened violation of any of the provisions of this Section 38.4(a), Landlord shall be entitled to equitable relief, including temporary or permanent injunctive relief and specific performance. This provision shall not in any way limit such other remedies as may be available to Landlord at law or in equity. Tenant and Guarantor further acknowledge that the scope and duration of the provisions of this Section 38.4(a) are reasonable.

b. During the Term of the Lease, Landlord shall not: (i) own, operate, develop, manage, or otherwise provide consulting or other services with respect to an Other School within the Restricted Area; or (ii) otherwise operate, own, develop, manage or consult with an entity or business which owns or develops an Other School within the Restricted Area. Landlord acknowledges that a violation of any provision of this Section 38.4(b) will result in substantial and irreparable damage to the Tenant for which the Tenant will not have an adequate remedy at law and for which money damages would not be a sufficient remedy, and Landlord agrees that, in addition to all other remedies, in the event of any violation or alleged or threatened violation of any of the provisions of this Section 38.4(b), Tenant shall be entitled to equitable relief, including temporary or permanent injunctive relief and specific performance. This provision shall not in any way limit such other remedies as may be available to Tenant at law or in equity. Landlord further acknowledges that the scope and duration of the provisions of this Section 38.4(b) are reasonable.

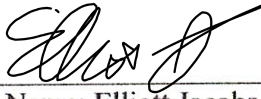
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed  
as of the Effective Date.

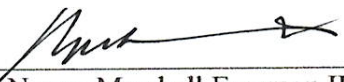
LANDLORD:

**EJ ALLOTROPE LLC**  
an Ohio limited liability company


By:   
Print Name: Elliott Jacobs  
Title: Authorized Representative

TENANT:

**AIC EDUCATION PARTNERS, INC.,**  
an Ohio corporation

By:   
Print Name: Marshall Emerson III  
Title: Managing Director

GUARANTOR (as to Article 10 and Section 38.4(a)  
only):

  
Marshall Emerson III

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Elliott Jacobs, the Authorized Representative of **EJ ALLOTROPE LLC**, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Title or rank)

STATE OF Ohio )  
 )  
COUNTY OF Cuyahoga )

SS:

The foregoing instrument was acknowledged before me this 3 day of May, 2021, by Marshall Emerson III, the Managing Director of AIC EDUCATION PARTNERS, INC., an Ohio corporation, on behalf of the corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Candi Joyner  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Title or rank)

S STATE OF Ohio )  
 )  
COUNTY OF Cuyahoga )

SS:

The foregoing instrument was acknowledged before me this 3 day of May, 2021, by Marshall Emerson III, an individual. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Candi Joyner  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Title or rank)



**CANDI JOYNER**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Cuyahoga County  
My Comm. Exp. 10/24/2022



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Situated in the City of Garfield Heights, County of Cuyahoga and State of Ohio, and known as Sublots Nos. 15 to 22 both inclusive and Sublot Nos. 57 to 64 both inclusive, in Joseph A. Schmitt's Granger Estates Subdivision, of a part of Original Independence Township, Tract No. 1, East of Cuyahoga River, as shown by the recorded plat in Volume 84 of Maps, page 36 of Cuyahoga County Records. Subject to all legal highways.

## **EXHIBIT B**

### **PERSONAL GUARANTY OF LEASE**

THIS PERSONAL GUARANTY OF LEASE is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by MARSHALL EMERSON III, an individual ("Guarantor"), to **EJ ALLOTROPE LLC** an Ohio limited liability company ("Landlord").

Landlord and AIC EDUCATION PARTNERS, INC., an Ohio corporation ("Tenant"), as lessee, are parties to that certain Lease dated \_\_\_\_\_, 2021 (the "Lease") for a that certain premises located at 10608 Granger Rd., Garfield Heights, Ohio, as is more particularly described in the Lease (the "Leased Premises").

In consideration of and to induce the execution and delivery of the Lease, Guarantor hereby agrees as follows:

1. Guarantor has a direct or indirect interest in Tenant and will derive material benefit from Landlord entering into the Lease with Tenant. Guarantor unconditionally guarantees to Landlord, the full and punctual payment of all rents and other sums payable by Tenant under the Lease, and the full and punctual performance and observance of all terms, covenants and conditions on the part of Tenant to be performed and observed under the Lease (collectively the "Tenant Obligations"). Upon a default by Tenant under the Lease and Landlord's written notice to Guarantor of its obligation to make a payment pursuant to this Guaranty, Guarantor shall promptly: (x) pay to Landlord all of said rent and other charges, (y) fully satisfy such covenants and agreements, and (z) pay to Landlord the amount of actual damages and out of pocket expenses incurred by Landlord by reason of such default.

2. Landlord shall not be required to pursue any remedies that it may have against Tenant or any other guarantor or pursue other security or other parties as a condition to the enforcement of this Guaranty, it being intended that Guarantor's obligations hereunder shall be independent of, and in addition to, the Tenant Obligations. Guarantor's obligations under this Guaranty constitute an unconditional guaranty of payment and not merely a guaranty of collection. It is understood and agreed that Guarantor may be joined in any action against Tenant and that recovery may be had against Guarantor in such action, or in any independent action against Guarantor, without Landlord pursuing or exhausting any remedy or claim against Tenant or any other guarantor. This Guaranty shall not in any way be affected or impaired by reason of Landlord asserting against Tenant any rights or remedies reserved to the Landlord pursuant to the Lease or available at law or in equity.

3. This Guaranty shall be absolute and continuing. The obligations and liability of Guarantors shall not be discharged, released, affected or impaired by:

- a. Bankruptcy, insolvency, reorganization, liquidation, dissolution, winding up or other proceedings affecting Tenant, or the disaffirmance or rejection of the Lease in such proceedings, regardless of whether any or all of the foregoing is or are done or made with or without the consent of Guarantor or Landlord; or



- b. Any modification, amendment or other alterations of the Lease; any renewal or extension of the Lease; any assignment of the Lease of any sublease; or any sublease of all or a portion of the Leased Premises; and Guarantor consent to any and all of the foregoing; or
- c. The cessation from any cause whatsoever of the liability of Tenant under the Lease.

4. The obligations of Guarantor hereunder are those of primary obligors, and not merely as surety, and a separate action may be brought against Guarantor to enforce this Guaranty whether or not Tenant or any other person or entity is joined as a party. The obligations of Guarantor hereunder shall in no way be affected or impaired by Landlord's assertion of any rights against Tenant, or any other person. Guarantor (a) shall have no right of subrogation against Tenant or any other person by reason of Guarantors' performance hereunder, (b) waive any right to enforce any remedy which Guarantor have or may hereafter have against Tenant or any other person by reason of Guarantor's performance hereunder, and (c) subordinate any liability or indebtedness of Tenant or any other person now or hereafter held by or owed to Guarantor to Tenant's obligations under the Lease.

5. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, Guarantor shall be deemed to be a Tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint tenant with Tenant.

6. Guarantor does hereby expressly waive notice of breach, default, non-payment, non-performance or non-observance and proof, notice and demand of or for the foregoing, and notice of acceptance of this Guaranty, and all suretyship defenses generally. Guarantor agrees that the validity of this instrument and all obligations of Guarantor hereunder shall continue as to any modification of the Lease and during any period that Tenant shall occupy the Leased Premises. The foregoing provisions shall apply without limitation to Landlord's waiver of or failure to enforce any Tenant Obligations and/or Landlord's granting extensions of time of performance to Tenant.

7. Guarantor shall remain personally liable under this Guaranty for all Tenant Obligations in the event of a permitted assignment or transfer of the Lease or the subletting of the Leased Premises.

8. This Guaranty may not be modified, discharged or terminated except by an agreement in writing signed by Guarantor and Landlord.

9. This Guaranty shall bind Guarantor and his successors and assigns. This Guaranty may be freely assigned, transferred or hypothecated by Landlord and shall run in favor and inure to the benefit of Landlord, its successors and assigns, and each subsequent holder of Landlord's interest under the Lease. References to the term "Tenant" shall be deemed to include Tenant's successors and assigns.

10. This Guaranty has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio. All duties

and obligations of the parties created hereunder are performable in Ohio, which shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may be brought, arise out of or in connection with or by reason of this Guaranty.

11. Guarantor agrees that, for so long as this Guaranty is in place, Guarantor shall, annually within the later of: (i) one hundred twenty (120) days after the end of each calendar year or (ii) ten (10) days after filing Guarantor's federal tax return, provide Landlord's current and future lender(s), if any, with a copy of Guarantor's personal financial statements, prepared by Guarantor and certified by Guarantor as fairly representing such Guarantor's financial condition as of the date of such financial statement in all material respects.

12. Landlord may declare Guarantor in default under this Guaranty upon the occurrence of any of the following events: (a) Guarantor fails to pay or perform any of obligations under this Guaranty; (b) any representation or warranty made or given by Guarantor to Landlord proves to be false or misleading in any material respect; (c) a petition or action for relief shall be filed by or against Guarantor, pursuant to the Federal Bankruptcy Code (Title 11, U.S. Codes) in effect from time to time, or under any other law relating to bankruptcy, insolvency, reorganization, moratorium, creditor composition, arrangement or other relief from debts; the appointment of a receiver, trustee, custodian or liquidator of or for any property of either Guarantor; (d) upon the insolvency of Guarantor; (e) upon the death or incapacitation of Guarantor, unless a replacement guaranty is provided by a guarantor whose financial statements shall show a net worth at least equal to that of Guarantor as of the date of this guaranty, and who shall be acceptable to Landlord, in its reasonable discretion; or (f) Guarantor revokes or attempts to revoke this Guaranty.

13. Guarantor represents and warrants to Landlord that: (a) Landlord has made no representation to Guarantor in regard to the Leased Premises, the obligations guaranteed hereunder or any matters pertaining thereto, upon which Guarantor are relying in giving this Guaranty; and (b) Guarantor has established adequate means and assumes the responsibility for being and keeping informed of all matters relating to the obligations guaranteed hereunder, the financial condition of Tenant, and of all other circumstances bearing upon the risk of nonpayment of the obligations guaranteed hereunder which diligent inquiry would reveal, and Landlord shall have no duty to advise Guarantor of any information regarding such condition or any such circumstance.

14. This Guaranty incorporates all discussions and negotiations between Landlord and Guarantor concerning the guaranty and indemnification provided by the undersigned hereby, and no such discussions or negotiations shall limit, modify, or otherwise affect the provisions hereof. There are no preconditions to the effectiveness of this Guaranty.


15. All capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Lease.

*[Remainder of page intentionally left blank]*



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed at the place and on the day and year first above written.

GUARANTOR:

  
\_\_\_\_\_  
Marshall Emerson III

STATE OF Ohio )  
COUNTY OF Cuyahoga )

SS:

The foregoing instrument was acknowledged before me this 3 day of May, 2021 by Marshall Emerson III. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

  
\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Title or rank)



CANDI JOYNER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 10/24/2022



## **THE EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. ("ERCO")**

### **Community School: Suspension and/or School Closing Procedures**

ERCO is primarily responsible for ensuring an orderly process is followed when a school closes or operations are suspended.

#### **CLOSURE**

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school's compliance with law, administrative rules and contract provisions, including requirements related to school closure.

#### **SUSPENSION**

ORC 3314.072 establishes the conditions under which a school may be suspended, along with a school's procedural rights. ERCO follows these procedures.

#### **RECORDS**

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (student, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

#### **ERCO'S GOALS**

To provide and execute a plan for an orderly conclusion of the school's affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if Ohio Department of Education issues a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school's governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.

ERCO shall submit a Suspension and Closing Assurance Template for each closed community school attesting that all necessary notifications and actions are completed.

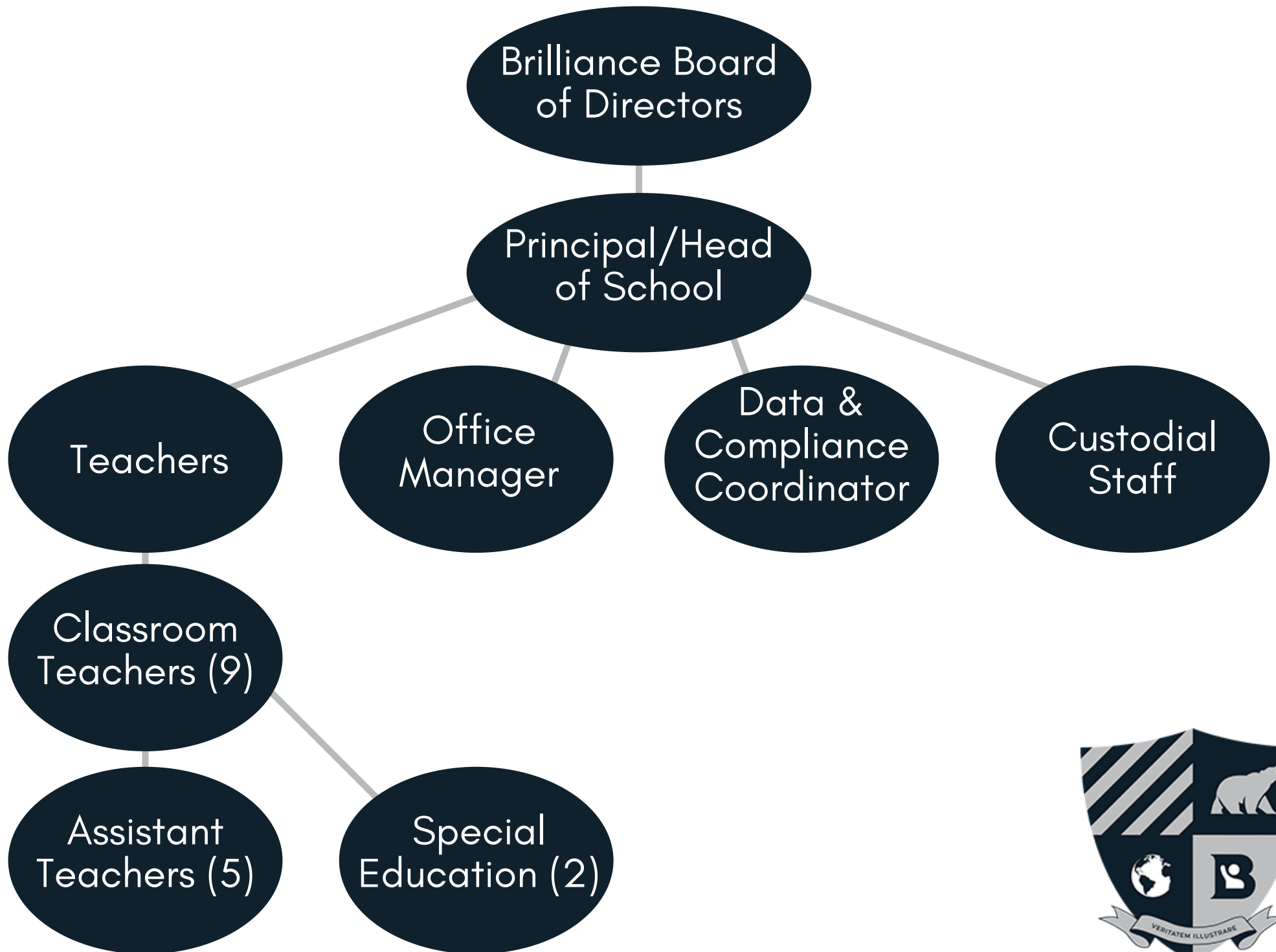
When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.

For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.

## **ATTACHMENT 6**

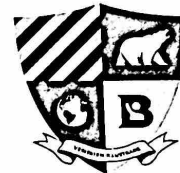
- A.** Organization Chart
- B.** Chief Administrative Officer Contract
- C.** Management by Third Party Contract (if applicable)

# THE BRILLIANCE SCHOOL ORGANIZATIONAL CHART





# BRILLIANCE SCHOOL



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## HEAD OF SCHOOL AGREEMENT

This Employment Agreement (the "Agreement") is entered into on October 9, 2020, by and between THE BRILLIANCE SCHOOL Board of Education (the "Board"), and [Brian Hairston] ("Head of school/Principal") under the terms and conditions set forth herein.

## RECITALS

**WHEREAS**, the Board is the governing authority of THE BRILLIANCE SCHOOL (the "School"), and

**WHEREAS**, the Board desires to hire Head of School and Head of School desires to be hired by the Board as a **[Head of School]** for the School as more fully set forth in the job description as defined under duties.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

## TERMS & CONDITIONS

1. **Effective Date.** This Agreement is effective for the 2020/2021 school year beginning on August 20, 2020 and ending June 30, 2021 (the "Effective Period"). Notwithstanding the Effective Period of this Agreement, Head of School may be terminated by the Board at its sole and absolute discretion, with or without cause. Head of School acknowledges and agrees that she/he is employed "at-will" and that there have been no promises of continued employment, from the Board or School or any of their agents or representatives. The Board, or Head of School may terminate this Agreement at any time, with or without cause, for any reason or no reason. No one other than the Board has authority to modify this relationship or make any agreement to the contrary. Any such modification or agreement must be in writing.

The Board will review on at least an annual basis whether it wishes to continue the employment relationship with Head of School. Such annual review shall not be interpreted as creating a contract for a specified term and the employee relationship shall remain at will.

2. **Duties.** The Head of School shall perform the duties of **[Head of School]** at the School, as described below and the laws of the State of Ohio. Head of School agrees and acknowledges that he/she is responsible to ensure the goals and objectives of the School are met.

The Head of School will play a critical role as the school's instructional and people leader. He/she will ensure scholar achievement in an enriching, safe and optimal learning environment. The Head of School will be charged with cultivating a school environment built on caring relationships, and a supportive structure that relies on people and strong systems to maximize learning time, so our scholars can reach their full potential. The Head of School will lead a school turnaround effort to increase academic outcomes, using effective data-driven decision-making processes. The Head of School will seek to create a positive school climate and culture, increase family and community engagement and ensure efficient scheduling for scholars and teachers alike. The Head of School will be charged with empowering a school

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# BRILLIANCE SCHOOL



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community to transform, and ensure that each of our scholars receives an excellent educational experience. He or she will make certain that families will not only have a voice, but are also accountable and engaged. Lastly, the Head of School will implement and foster a positive school culture that embodies our BRILLIANCE Beliefs. Responsibilities include, but are not limited to:

## **Instructional Leadership**

- a. Ensure highly effective instructional curriculum resources, strong teacher practices and an efficient and urgent schedule is in place every day in their school building
- b. Lead data-driven decision-making practices to design responsive student interventions
- c. Ensure high-impact support plans are in place and making progress for struggling students
- d. Drive other useful academic data (e.g. homework completion rates); inspiring communicate progress to students, teachers and parents
- e. Train, manage, coach, supervise and retain high quality staff members
- f. Improve instruction through targeted results orientated professional learning experiences
- g. Directly coach and develop a portfolio of teachers
- h. Observe lessons regularly and deliver targeted feedback to teachers
- i. Model outstanding instruction for teachers

## **Cultural Leadership**

- a. Approach challenges with a "make it happen" mindset that is urgent, positive and solutions-oriented
- b. Cultivate a safe school environment that is conducive to teaching and learning
- c. Establish and maintain a school culture of high academic and behavioral expectations
- d. Recognize and stretch high-performing staff members while recommending corrective action plan for persistently low performers
- e. Prioritize family and community member engagement in service of student learning outcomes

## **Organizational Leadership**

- a. Ensure that the school schedule is designed to meet school learning goals
- b. Establish and communicate a shared, outcomes-driven mission and vision with a clear action plan for realizing school goals
- c. Consistently monitor progress toward goals and pursue continuous improvement
- d. Establish and maintain strong time management and organizational systems

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- e. Create and utilize processes to delegate leadership and decision-making throughout the school
- f. Communicate to the broader school community in an effective, efficient and timely manner
- g. Collaborate with AIC, Local ESC, Board of Education, and stakeholders to monitor, evaluate and adjust the implementation of curriculum, assessment and instruction to ensure the college and career readiness of all students
- h. Utilize a robust and effective enrollment strategy in support of managing and implementing a sustainable school budget to meet education goals of school
- i. Complete any other duty deemed necessary by the Board of Directors for the success of the school

Head of School also notes that there are other requirements of the job that may not be specifically addressed here, but will be defined within the Staff Handbook, and that they are subject to change with proper notice.

**3. Line of Authority.** The Head of School reports to the Board of Directors. The Board of Directors are responsible for hiring, non-renewal of agreements, and firing of staff.

**4. Compensation.** Head of School shall receive a base salary of **[\$65,000.00]** per annum, **prorated to the start date.** However, if termination occurs prior to the end of the Effective Period, then Head of School shall be paid only through her/his last day of work.

Head of School is required per the State of Ohio, to contribute **15%** to the **STRS** in particular, the **Teacher's Retirement Fund (STRS)** deducted pre-tax. The School will contribute the required percentage of the Teacher's salary to STRS as prescribed by the state. Any balance statements and account information will be directly obtained from STRS.

Head of School shall also accrue 1 paid personal day per month up to a maximum of 10 paid personal days per annum. Principal shall not be compensated for any unused sick or personal days.

Head of School will be eligible for medical, dental and vision insurance coverage. Two plans are offered to all employees and will be effective on the first day of the month following the first 30 days of employment. Life insurance is provided to teacher free of cost by the school. Teacher is responsible for all doctor's visit fees, prescriptions, co-pays, deductibles, etc. associated with the covered plan, as well as pay for the costs of any spouse or dependent that is enrolled in the School's Plan. These costs are deducted pre-tax.

**5. Outside Employment.** Head of School shall not engage in any other employment or in any private business during the hours required to fulfill assigned duties. Teacher must have the Administrator's or Board's prior, written permission before she/he can engage in any employment outside of such time.

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**6. Conditional Employment.** This Agreement shall at all times be conditioned upon and subject to these requirements that at the time the Head of School enters into this Agreement, the Head of School shall:

- a. hold a valid teacher's license under the laws of the State of Ohio
- b. have passed all criminal and civil background checks as set forth by Board policies and procedures and Ohio law.

**7. Intellectual Property.** All materials paid for by School, donated or purchased with money raised by donation or fundraising will remain the property of School. All labor devoted to the construction of these materials by you is to be considered within the normal scope of your duties. School retains the right to determine which materials will be paid for by School and thus owned by School upon submittal to School for written approval of payment. All materials in and of the classroom shall be considered School property unless otherwise documented and approved by School. It is your responsibility to keep a current written list of all materials and submit to School. Any personally owned materials added or developed during the course of the year, must be documented and approved in writing under separate list prior to use in the classroom to reduce any opportunity for confusion. In the absence of approved documentation all classroom materials are assumed School property. School at its sole discretion will define ownership of materials in the event of a discrepancy. Regardless of ownership, you shall be entitled to copies of all materials produced by you during the term of your employment with School.

**8. Return of School Property.** All materials belonging to the School and in possession of the Head of School to include, but not limited to, all keys, ID badges, laptops, cellphones, instructional materials, or other items used to perform required duties must be immediately returned to the School upon termination or in the event this contract is non-renewed after the expiration of the Effective Period. All items returned shall be in undamaged and in good working order. Once all items are returned, School will issue a confirmation to employee stating that all such items have been satisfactorily returned. If any

School Property in possession of employee is not returned, then the School may withhold any final wages owed to the employee until such time that all items are returned to the School. In the case of lost or damaged items, the School may in its sole discretion, withhold from any final wages due to the employee, the cost of replacement or repair.

**9. Miscellaneous.**

- a. Notwithstanding any specification or reference herein, this Agreement is subject to and includes all applicable federal, state and local laws and all duly adopted policies, rules and regulations of the Board as are in effect at any time during the term of this Agreement.
- b. This Agreement and the Board's obligations are conditioned upon the School actually being and remaining in operation for the term of the Agreement.
- c. This Agreement contains the complete agreement between the parties concerning the Head of School's employment with the Board, hereunder, and supersedes all other agreements, whether oral or written, between the parties with respect to the subject matter hereof.

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d. ~~Head of School acknowledges and represents that he/she has not relied upon any representation with respect to the subject matter of this Agreement except as set forth herein and that he/she has relied upon his/her own judgment in entering into this Agreement~~

10. **Acknowledgement.** By signing below, you acknowledge and agree:

- a. to each and every representation, term, condition and restriction contained in this Agreement;
- b. that you have read this Agreement in its entirety;
- c. that you understand every term, condition and restriction contained in this Agreement;
- d. that you have had ample time to seek the advice of your own legal counsel and other professional advisors before signing this Agreement;
- e. that you are signing it knowingly and voluntarily; and
- f. that this Agreement will be effective and enforceable as of the Effective Date specified above.

Head of School Name (print)	Head of School Name (Signature)	Date
Brian A. Hairston		10-15-20

MISSION: TO PREPARE SCHOLARS FOR ACADEMIC ACHIEVEMENT AND PERSONAL SUCCESS.

## **SCHOOL MANAGEMENT AGREEMENT**

This School Management Agreement ("Agreement") is made as of the 21<sup>st</sup> of September, 2020 (the "Effective Date") by and between the Governing Authority (also referred to as the "Board") of **The Brilliance School (fka Hope Academy of Autism)**, an Ohio public benefit corporation (the "School") and **AIC Education Partners**, an Ohio corporation ("AIC Education Partners").

### **BACKGROUND**

WHEREAS, the Board desires to retain AIC Education Partners as the exclusive management organization of the School. School is established as an Ohio community school pursuant to Chapter 3314 of the Ohio Revised Code ("ORC").

WHEREAS, the Board and AIC Education Partners (collectively referred to as the "Parties") wish to enter into an agreement that will allow the Parties to create an enduring educational alliance by promoting educational excellence and innovation based on AIC Ed. Partners' school design and comprehensive educational program, as well as the AIC Education Partners management principles.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually agreed upon and acknowledged, the parties hereto agree as follows:

### **ARTICLE I APPOINTMENT AND TERM**

1.1 Appointment. Subject to the terms and conditions set forth herein, the Parties agree that AIC Education Partners shall serve as the sole and exclusive operator of the School, as that term is defined ORC § 3314.014.

1.2 Term. The initial term of this Agreement shall commence as of the Effective Date and shall end at 11:59 p.m. (EST) on February 7, 2025 (the "Initial Term") unless otherwise terminated as provided herein. This Agreement shall automatically renew for successive five-year periods (each a "Renewal Term") unless either AIC Education Partners or the Governing Authority provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term). The terms and conditions of this Agreement shall apply to any Renewal Term. The Initial Term and all Renewal Terms, if any, are collectively referred to herein as the "Term."

1.3 Designation as Agent. The Board hereby designates AIC Ed. Partners, its employees, agents, contractors and representatives to serve as agents of the School for purposes of compliance with 20 U.S.C. §1232g (the Family Educational Rights and Privacy Act ("FERPA")) and ORC §3319.321.

**ARTICLE II**  
**AIC Education Partners DUTIES AND RESPONSIBILITIES**

2.1 Services to be provided to the School and the Board. AIC Education Partners shall provide the School and the Board with the following services for which the School shall be solely responsible for all costs associated with the provision of such services in addition to the management fee set forth in Article 4.4 of this Agreement.

(a) Talent Acquisition – AIC Education Partners shall assist the Board with identifying, recruiting, and interviewing individuals suitable for employment with the School and for hiring all staff and personnel necessary for the proper operation and administration of the School. This includes all onboarding and ongoing training.

(b) Human Resources Administration – AIC Education Partners shall be responsible for conducting background checks on newly hired School employees, processing and maintaining all personnel records for School employees, and implementing and enforcing workplace rules, policies and procedures (including disciplinary and termination procedures).

(c) Facility Acquisition and Management – AIC Education Partners Education Partners shall assist the Board in identifying facilities that are suitable for lease by the School. Additionally, AIC Education Partners shall be responsible for ensuring that the School facility is cleaned and in good working order.

(d) Financial Management – The Board shall retain a Fiscal Officer on behalf of the Governing Authority and the School as required under ORC § 3314.011. The Fiscal Officer shall be responsible for overseeing all aspects of the financial operation of the School (including budgeting, internal controls, fiscal policies, and audits). Notwithstanding this provision, AIC Education Partners may also maintain its own Fiscal Officer which shall oversee all aspects of the financial operation of AIC Education Partners in connection with the School's budget as approved by the Governing Authority.

(e) Payroll and Benefits – AIC Education Partners shall be responsible for the administration of payroll and benefits for all School employees, including remittances of all necessary withholdings and required filings.

(f) Grants Management – AIC Education Partners shall assist in managing all grants and other State and Federal Awards that the School may receive, including ensuring that all monies received under these programs are expended for their intended purpose and that all required reporting requirements under such programs are met. This includes writing all federal grants and overseeing implementation at the school level.

(g) Executive Leadership and Principalship – AIC Education Partners shall provide the School with executive level guidance and leadership consistent with the terms of this Agreement, the Sponsor contract, and applicable State and Federal rules and regulations.

(h) Curriculum, Instructional Design, and Educational Philosophy – AIC Education Partners shall assist the School with implementing an educational program at the School consistent with the terms of this Agreement and AIC Education Partners' educational goals and philosophy (referred to as the "Educational Model" and made a part hereof).

(i) Marketing and Community Outreach – AIC Education Partners shall provide the School with appropriate marketing and community outreach support, including joint enrollment and recruitment activities as set forth in Section 2.6 of this Agreement. This included onsite facilitation of daily enrollment of students.

(j) Food Service Management and Daily Oversight – AIC Education Partners shall assist the School with all aspects of food service management, including ordering meals, distribution of meals, accounting of meals served for purposes of filing reimbursement claims, administering the completion of Free/ Reduced Lunch Income Forms, and following all applicable State and Federal rules and regulations that apply to food service management. AIC Education Partners shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to food service management. This includes attending all school level trainings related to food service implementation and planning.

(k) State Data Reporting – AIC Education Partners shall be responsible for the administration of all student data, including, but not limited to, input of student data into State systems such as SOES, EMIS, EMAD, FLICS. AIC Education Partners shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to State mandated reporting of student data.

(l) Professional Development for all Staff – AIC Education Partners shall be responsible for ensuring that all School staff members receive the appropriate and required amount of professional development training necessary to enhance employee knowledge, experience, and HQT status for all teaching personnel. This includes the weekly professional development trainings for all staff.

(m) Centralized Purchasing – AIC Education Partners shall have the overall responsibility for the purchasing of all goods and services necessary for the orderly operation of the School. AIC Education Partners may utilize the School Administrator and the School's Fiscal Officer to assist in this process. AIC Education Partners shall have the overall responsibility and authority to negotiate the terms of the purchase, license or lease of all furniture, computers, software, equipment and all other personal property necessary for the operation of the School, and to consummate the purchase, license or lease of the equipment and personal property. AIC Education Partners shall be



responsible from the time of the purchase, license or lease and at all times thereafter, for the management and maintenance of the equipment in proper working order.

(n) Board Governance Services – AIC Education Partners shall assist the Governing Authority in preparation for upcoming Board meetings, including preparation and publication of public notice, securing a meeting location, sending out an agenda and materials in advance of the meeting, and in any other fashion agreed upon by the Parties. At no time shall such assistance be used as a means to usurp the authority of the Governing Authority. AIC Education Partners shall assist the Governing Authority by performing other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in the day-to-day operations or as required by this Agreement.

(o) Transportation Management – AIC Education Partners shall assist the School with contracting for transportation options for students attending the School.

(p) Building Level Leadership Training, Supervision and Daily Management – AIC Education Partners AIC Education Partners, in accordance with its Educational Model will institute a rigorous training and supervision program for building level leaders.

(q) Fundraising – AIC Education Partners shall recommend, apply for, and assist the Governing Authority in all fundraising efforts mutually agreed upon by the Parties.

(r) Technology Administration and Daily Oversight – AIC Education Partners will assist with securing and implementing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond AIC Education Partners' control. AIC Education Partners shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments. This includes daily oversight and management of online and virtual instruction.

## 2.2 Operating Authority.

2.2.1 AIC Education Partners shall perform duties and services pursuant to paragraph 2.1 herein subject to Governing Authority approval. AIC Education Partners shall have exclusive authority to manage the administration, operation and performance of the School to the extent allowed under ORC Chapter 3314, including but not limited to all financial management, budgeting, accounting, procurement, and employment matters. AIC Education Partners shall be accountable only to the Governing Authority as to the administration, operation and performance of the School.

2.2.2 It is expressly understood and agreed that under no circumstances shall AIC Education Partners be required to: (i) expend its time and/or resources seeking additional funding for the School beyond those duties addressed in Article 2.1 of this Agreement; (ii) expend its own funds and/or resources to fulfill its duties and obligations under this Agreement; or (iii) pay or guarantee any debt or obligation of the School including, but

not limited to, debts or obligations incurred by the School prior to the Effective Date of this Agreement.

2.2.3 AIC Education Partners agrees to operate the School in such a manner that implements the educational goals and programs of both the Governing Authority and AIC Ed. Partners. AIC Education Partners shall adhere to the rules and regulations established under the School's Sponsor contract (collectively referred to as the "Educational Model" and more fully described in Exhibit A); provided, however, AIC Education Partners shall not be required to take any action or engage in any conduct or refuse to take any action or engage in any conduct that AIC Education Partners determines would be in material violation of any applicable Federal, State or local laws, ordinances or regulations or that would violate the civil rights of any student, parent, guardian, AIC Education Partners employee, agent or contractor. Such action or inaction by AIC Education Partners pursuant to this Article 2.2.3 shall not constitute a breach of this Agreement. If AIC Education Partners determines that it is necessary to modify the Educational Model, it shall present its recommendations to the Governing Authority in writing and the Governing Authority shall give prompt and good faith consideration to AIC Education Partners' requested changes.

2.2.4 Specifically, AIC Education Partners shall have the authority to:

(a) Establish and promulgate rules and regulations with respect to the conduct and discipline of students, teachers, administrators and parents, and such other matters as AIC Education Partners deems necessary, prudent or appropriate with respect to the orderly administration of the School, provided that the Governing Authority has approved all established rules and as required by the Ohio Revised Code regulations. The rules and regulations promulgated by AIC Education Partners relating to student discipline shall require student due process hearings in conformity with the requirements of Federal and Ohio laws.

(b) Operate the School based upon the school year and school day approved annually by the Governing Authority provided, however, that AIC Education Partners may make the following changes without approval from the Governing Authority: (1) changes to the school year and/or school day in order to respond to or accommodate emergencies and/or contingency days; and (2) changes involving fewer than five (5) consecutive school days.

(c) Design and implement pupil performance evaluations and assessment strategies that permit evaluation of the educational progress of each of the School's students. The Governing Authority and AIC Education Partners will cooperate in good faith to identify measures of, and goals for, the School's students and the School's performance, including but not limited to parent satisfaction.

(d) Provide special education students attending the School with such services as AIC Education Partners determines are necessary and proper under applicable Federal, State and local laws, ordinances, and regulations.

(e) Subject to the School's "Budget" defined hereunder and Article 6 herein, oversee the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Governing Authority.

(f) Subject to the School's "Budget" defined hereunder and pursuant to Article 6 herein, hire such teachers, non-teaching administrative and support staff and other personnel as AIC Education Partners in its discretion determines are necessary and/or appropriate for the operation of the School.

(g) Identify a suitable facility (the "School Facility" or the "Facility") and arrange for a lease to be entered into by the Governing Authority for the operation of the School and its support functions, and ensure that such Facility is equipped with technology suitable, in AIC Ed. Partners' sole judgment, to service the Educational Program.

(h) During the Term of this Agreement and for a period of five (5) years thereafter (unless a longer period is required by applicable Federal or Ohio law), maintain such financial, operations, personnel, student performance and discipline records respecting the operation of the School and the Facility (collectively referred to as the "School Records"). During the term of this Agreement, AIC Education Partners shall make all School Records available for inspection by the Governing Authority, upon request, at a specified Governing Authority meeting or during regular business hours at AIC Education Partners' principal office or such other location as may be required by Ohio law. The parties agree that all School Records are and shall remain the exclusive property of the School. All School Records that are subject to production under ORC §149.43 ("the Ohio Public Records Act") shall be made available to the public upon submission of an appropriate request under the Ohio Public Records Act. Upon termination of this Agreement and the transfer of student records to the Governing Authority pursuant to Article 8 of this Agreement, AIC Education Partners shall have no further responsibilities for the maintenance of such student records.

(i) Make such reports and presentations respecting the operation, administration and/or performance of the School (i) as may be required from time to time by the Ohio Department of Education ("DOE") or applicable Ohio law, and (ii) at least quarterly to the Governing Authority or as requested by the Governing Authority during any period that the School fails to materially meet the goals of the Educational Program, taken as a whole.

2.2.5 The Board shall establish various committees (i.e., Academic, Finance, Governance, etc.) to facilitate communication between AIC Education Partners and the Governing Authority of which AIC Education Partners representatives may be ad hoc committee members. Such committees shall recommend goals and ideas to AIC Education Partners and the Governing Authority, however no such committee shall have authority to prescribe, challenge, limit or otherwise interfere with AIC Ed. Partners' authority to administer the School.

2.3 AIC Education Partners Purchases with School Funds. All books, supplies, equipment and other materials (i) owned by the School prior to the Effective Date or (ii) purchased by AIC Education Partners with School revenues as defined in Section 4.1 below for use in the operation or administration of the School shall remain the sole and exclusive property of the School. All books, supplies, equipment and other materials purchased by AIC Education Partners with AIC Education Partners funds, including funds from the Management Fee set forth in Section 4.4 of this Agreement, shall remain the sole and exclusive property of AIC Ed. Partners. AIC Education Partners shall identify all school purchases and the nature of the funding source (whether purchased by the School or AIC Ed. Partners) pursuant to the School's budget or at a meeting of the Governing Authority if such purchases were not considered under the "Budget" hereunder. All assets purchased with School revenues shall be tagged as the property of the school. AIC Education Partners shall keep track of and quarterly report all Board owned assets and all AIC Education Partners purchased assets to the governing authority. If AIC Education Partners sells any of the aforesaid items or otherwise converts same to cash, the proceeds of such sale, net of expenses, shall remain the sole and exclusive property of the School. AIC Education Partners shall, to the extent it deems advantageous to the School or required by Federal, State or Local laws, use competitive bidding in the purchase of books, supplies, equipment and other materials paid for with School funds.

2.4 Subcontracts. AIC Education Partners reserves the right to subcontract any and all aspects of the services it agrees to provide to the School, including, but not limited to, services related to student transportation, food service, special education, and employee payroll and benefits. Notwithstanding anything herein to the contrary, AIC Education Partners shall not subcontract substantially all of its duties or responsibilities under this Agreement.

2.5 Place of Performance. AIC Education Partners reserves the right to perform its obligations under this Agreement at any location it deems appropriate (unless otherwise prohibited by applicable state and/or federal laws), except pupil instruction shall be provided at the School Facility.

2.6 Student Recruitment. At all times, AIC Education Partners and the School shall be jointly responsible for all student recruitment efforts and for recruiting students in a manner that is compliant with the ORC and other applicable laws. Notwithstanding anything herein to the contrary, AIC Education Partners agrees to implement an organized student recruitment effort that will be designed to maximize student enrollment at the School.

### **ARTICLE III**

#### **BOARD AND SCHOOL DUTIES AND RESPONSIBILITIES**

3.1 Good Faith Obligation. At all times, the Board and the School shall exercise in good faith their respective rights, duties and obligations under this Agreement, as well as the authority granted to them under Ohio law respecting the School and AIC Education Partners as operator of the School.

3.2 Dependency on Availability of Funds. At all times hereunder, the Board shall be responsible for securing adequate funding for the proper administration of the School and ensuring that AIC Education Partners has access to such funds as provided for in the "Budget," which is defined herein below. The Board acknowledges that AIC Ed. Partners' operation of the School is dependent upon the availability to AIC Education Partners of adequate funding, and failure to provide AIC Education Partners with adequate funding as set forth in the Budget shall relieve AIC Education Partners of its obligations under this Agreement.

3.3 Furnishing Information. The Board shall furnish AIC Education Partners with all information, documents, forms and reports required by AIC Education Partners for proper administration of the School and/or the Facility, or as may be required in preparation for any legal or administrative proceeding relating to the School and/or the Facility, or as may be required to comply with the Ohio Public Records Act, requests made by the DOE, or any other applicable Federal, State or local laws.

#### **ARTICLE IV FISCAL MATTERS**

4.1 Revenues. For purposes of this Agreement, the term "Revenues" shall mean all funds, of any kind and from any source, received by the Governing Authority or AIC Education Partners on behalf of the School, including but not limited to:

- (a) Funding for public school students enrolled in the School;
- (b) Funding provided by Federal or State Governments that is directly allocable to special education students enrolled in the School;
- (c) Funding provided by Federal and State Governments that is directly allocable to gifted and talented students enrolled in the School;
- (d) "At-Risk" or "Poverty-Based" funding provided by Federal and State Governments that is directly allocable to at-risk or disadvantaged students enrolled in the School;
- (e) Funding provided by Federal and State Governments to the School that is directly allocable to students enrolled in the School with limited English proficiency;
- (f) Federal and State grant sources, including Title Funding (i.e., Title I) that is directly allocable to the School; 8 of 18

All Revenues described above in Article 4.1(a), (b), (c), and (d) shall be collectively referred to as Full-Time Equivalency Money or FTE Money.

4.2 Revenues Managed by AIC Ed. Partners. All Revenues are and shall remain the sole and exclusive property of the School, except as otherwise provided for herein. The Board

agrees that AIC Education Partners shall administer the Revenues during the Term, which such Revenues shall be allocated to AIC Education Partners pursuant to the Budget and under the auspices of the Fiscal Officer. The Revenues shall be kept in one or more accounts opened in the name of the School and maintained at financial institutions held by the Governing Authority. Nothing in this paragraph however prohibits AIC Education Partners from maintaining its own separate accounts for Revenues received from the Governing Authority.

#### 4.3 Budget Process.

4.3.1 Revenues and expenditures shall be based on an academic year that commences on July 1st of each year and ends on June 30th of the following year (an "Academic Year"). AIC Education Partners shall provide the Board with annual operating and capital budgets for each Academic Year (collectively referred to as the "Budget"), the first draft of which shall be submitted to the Board no later than April 15th preceding that Academic Year.

4.3.2 Each Budget shall contain such detail as reasonably requested by the Board and shall include all projected expenses and costs reasonably associated with operating the School including, but not limited to, the projected cost of all payroll and benefits to be paid for services and education programs, rental, maintenance and other costs and expenses to be incurred by the School under lease, capital expenditures, supplies and furnishings necessary to operate the School, utilities, all taxes of any kind that are assessed or imposed, insurance premiums, and other costs and expenses required or advisable to operate the School.

4.3.3 Governing Authority stipends, fiscal audits, sponsor fees, legal and other associated costs shall be deemed as "Governing Authority Operating Expenses." Such costs shall be determined by the Governing Authority and provided to AIC Education Partners by the School's fiscal officer for incorporation into the Budget in accordance with the procedures established under 4.3.1. The Governing Authority shall not make expenditures of Revenues on operating expenses that cause the School to exceed its anticipated revenues for the same fiscal year.

4.3.4 The Board shall review the Budget and either approve or reject it no later than June 1st preceding that Academic Year. If the Board takes no action by June 1st, then the Budget shall be deemed to be approved as submitted. If the Board timely rejects the Budget, then AIC Education Partners and the Board shall work together to create a mutually agreeable Budget prior to June 15th. If the Budget has not been approved by the Board by June 15th, AIC Education Partners shall have the option of proceeding with the start of that Academic Year (in which case the Budget from the immediately preceding Academic Year shall be deemed to be the Budget until a new Budget is approved by the Board) or terminating this Agreement pursuant to Article 8.1(a) below.

4.3.5 The Budget may be amended from time to time by mutual agreement of AIC Education Partners and the Governing Authority.

4.3.6 AIC Education Partners may make expenditures of Revenues on behalf of the School as provided in the Budget without further consultation with the Governing Authority; provided, however, that the total expenditures as originally budgeted and approved by the Governing Authority do not change. All proposed or anticipated expenditures of Revenues not otherwise provided for in the original Budget must be approved by the Governing Authority through a Budget amendment. At no time during a given fiscal year shall AIC Education Partners make expenditures of Revenues on behalf of the School that cause the Governing Authority to exceed its anticipated revenues for the same fiscal year unless previously agreed to by the Parties and reflected in an approved Budget.

4.4 AIC Education Partners Management Fee. In consideration for the services provided by AIC Education Partners hereunder, and more specifically as enumerated in Article 2.1, the Board agrees to pay AIC Education Partners a fee for each Academic Year in an amount equal to Sixteen Percent (16%) of the total Revenues received by the School (hereinafter referred to as the "Management Fee"). For purposes of calculating the Management Fee, Revenues shall be defined as stated in Article 4.1 above. Within five (5) business days of the receipt of a State Settlement Payment ("FTE Money"), the School shall remit to AIC Education Partners 16% of all Revenues received by the School since the remittance of the previous month's Management Fee. On at least a quarterly basis, a reconciliation of the Management Fee will be prepared by the Fiscal Officer between the Management Fee earned and Management Fees paid. Any amounts determined to be due to or due from AIC Education Partners as a result of this reconciliation will be reflected in the subsequent Management Fee to be paid to AIC Ed. Partners. Any amounts outstanding at the end of the Fiscal Year will be reflected on the financial statements of the Governing Authority.

4.5 Other Schools. The Governing Authority acknowledges that AIC Education Partners may enter into similar management agreements with other schools or educational institutions. AIC Education Partners shall maintain separate books for expenses incurred by and on behalf of the School and other AIC Education Partners operated schools. If AIC Education Partners incurs authorized reimbursable expenses on behalf of the School and other AIC Education Partners operated schools that are incapable of precise allocation, then AIC Education Partners shall allocate such expenses among all such schools, including the School, on a prorated basis based upon the number of students enrolled at each school, or upon such other equitable basis as is acceptable to all AIC Education Partners operated schools.

#### 4.6 Financial and Other Reporting.

4.6.1 At each regular meeting of the Board of Directors, AIC Education Partners shall provide the Board with detailed financial statements of all School Revenues received and expenditures made, as well as comparisons of actual results to budget. Such statements shall present YTD financial information that is not older than 1 month.



4.6.2 Upon request and at all regularly scheduled Board meetings, AIC Education Partners shall provide the Board with reports on the School's operations, finances, and student performance.

4.6.3 AIC Education Partners shall periodically provide the Board with all other relevant information that will enable to the Board to: (i) monitor AIC Ed. Partners' performance and the efficiency of its operation of the School, (ii) comply with any and all reporting requirements under Federal, State or local laws, and (iii) regularly furnish committee reports.

4.7 Access to Records. AIC Education Partners shall keep accurate financial records pertaining to its operation of the School, together with all other School Records prepared by or in the possession of AIC Ed. Partners, and shall retain such records during the Term of this Agreement and for a period of five (5) years thereafter (unless a longer period is required by applicable Federal or Ohio law). The Parties shall each maintain the confidentiality of all records pertaining to School personnel and students to the extent required and/or permitted by law, as well as all other records required by law to be held in confidence.

4.8 Audits. The Parties acknowledge that the School will be subject to an annual audit conducted by the Auditor of State for Ohio (the "AOS"), or if so permitted by the AOS, by a independent audit firm ("IPA") approved to do audits on behalf of the AOS. The AOS or the IPA (collectively referred to as the "Auditors") shall audit the books and records of the School and Governing Authority for each Academic Year (the "Annual Audit"). The Parties shall each cooperate with the Auditors and shall provide information and copies of all documents related to the financial transactions and activity of the School. Additionally, the Governing Authority Fiscal Officer shall act as the liaison between the Auditors and the School and periodically report to the Governing Authority and AIC Education Partners as to the progress of the Annual Audit. The cost of the Annual Audit shall be borne solely by the Governing Authority.

4.9 Start-up Financing/Operating Losses. AIC Education Partners may, but shall not be required to, advance funds to the School to facilitate the startup of the School, including but not limited to funds for: the development of a curriculum and a technology system; school operations plans; recruiting, hiring, and pre-service training of School employees; and cleaning, fixing and equipping of the Facility (hereinafter referred to as the "AIC Education Partners Advance"). The AIC Education Partners Advance shall be an unsecured obligation of the School. Repayment of the School Advance shall be included in the Budget for the School's first Academic Year and every Academic Year thereafter until repaid in full.

4.10 Unexpended Donations. Subject to applicable donor restrictions, AIC Education Partners and the Governing Authority shall work together to determine the best and most appropriate disposition of any funds that were donated, directly or indirectly, to the School that remain unexpended following completion of the project or purpose for which such funds were originally designated.

## **ARTICLE V**

### **INTELLECTUAL PROPERTY RIGHTS**

5.1 Ownership of Licenses to Educational Materials. For the purposes of this Agreement, "Educational Materials" shall mean all print and electronic versions of textbooks, training manuals, instructional materials, lesson plans, teacher guides, exercises, workbooks, tests and other curriculum-related materials that were created by AIC Education Partners or purchased with AIC Education Partners funds (not School funds) for use in the delivery of the Educational Model. AIC Education Partners shall own all intellectual property and/or copyright licenses related to Educational Materials. This Sections 5.1 as well as 5.2 and 5.3 below shall survive any expiration or termination of this Agreement.

5.2 Ownership of Derivatives and New Material. AIC Education Partners shall own all intellectual property rights including, all copyrights related to Educational Materials that are developed by or for AIC Education Partners using its employees, agents and/or contractors ("AIC Education Partners IP"). It is expressly agreed that AIC Education Partners IP is not and shall not be considered Works for Hire. The Parties acknowledge that to the extent any AIC Education Partners IP is derivative of School IP, AIC Education Partners' rights in the AIC Education Partners IP extend only to the new, original aspects of such works and not to any underlying or pre-existing material.

5.3 Ownership and Licensing of the Educational Model. The Parties acknowledge and agree that AIC Ed. Partners's Educational Model is unique and creative and is covered by intellectual property rights owned or licensed by AIC Education Partners, and shall at all times remain the exclusive property of AIC Education Partners. AIC Education Partners agrees to grant the School a non-exclusive, non-transferable, non-sublicenseable right to utilize the Educational Model during the Term of this Agreement and in accordance with the terms of this Agreement.

## **ARTICLE VI**

### **PERSONNEL & TRAINING**

6.1 Personnel Responsibility. Unless otherwise agreed to herein, the Parties acknowledge that all staff and personnel hired by AIC Education Partners on behalf of the School shall be employees of the School, and not AIC Ed. Partners. The Parties will each be responsible for compensating their own respective employees, and at no time shall either Party be obligated to compensate the other Party's employees outside the specific terms of this Agreement. AIC Education Partners shall have the sole responsibility and authority to determine staffing levels, to select, hire, evaluate, assign, discipline, transfer and terminate personnel operating in connection with the School. All hiring and termination decisions of AIC Education Partners shall be reported to the Governing Authority promptly. For efficiency, School will authorize AIC Education Partners to make automatic withdrawals from its Payroll Account on each scheduled payday in an amount necessary to cover the amount of payroll for employees assigned to the School.

All such employment costs and liabilities are separate and apart from the management fee due AIC Education Partners as described in Section 4.4.

6.2 School Administrator. Subject to approval of the Governing Authority, AIC Education Partners shall have authority to select and hire the Chief Administrator(s) and to hold them accountable for the success of the School. AIC Education Partners shall consult with the Governing Authority prior to hiring the Chief Administrator, and shall consult with the Governing Authority prior to any discipline, transfer or termination of the employment of any Chief Administrator who fails to meet the performance goals and standards of either AIC Education Partners or the Governing Authority. The duties of the Chief Administrator(s) and the terms of his/her/their employment, shall be determined by AIC Education Partners after consultation with the Governing Authority. Since the selection and performance of the Chief Administrator(s) is essential to the success of the School, the Governing Authority's failure to adopt/ratify AIC Education Partners's recommendations with respect to the Chief Administrator(s) without good cause shown shall give rise to an immediate termination of the Contract by AIC Ed. Partners.

6.3 Teachers. AIC Education Partners shall have sole discretion to determine the number of teachers reasonably necessary for the operation of the School, and to assign such teachers to the appropriate grade levels and subject matters for which they are qualified. The curriculum taught by teachers employed by the School shall be consistent with the Educational Program. Such teachers may, at the sole discretion of AIC Education Partners, work at the School on a full or part time basis. If assigned to the School on a part time basis, such teachers may also be employed to work at other schools managed or operated by AIC Education Partners subject to full disclosure to the Governing Authority of any transfer, change and/ or reduction in support staff. Each teacher employed by the School shall be highly qualified ("HQT") and hold a valid teaching or other applicable license, certification, permit or approval issued by the State of Ohio and shall be subject to the requirements of a criminal records check conducted pursuant to ORC §§3319.39 and 3319.391.

6.4 Support Staff. AIC Education Partners shall have sole discretion to determine the number and the functions of support staff required for the operation of the School. AIC Education Partners shall provide the School with qualified staff to efficiently operate the School. The staff may, at the discretion of AIC Ed. Partners, work at the School on a full or part time basis. If assigned to the School on a part time basis, such support staff may also be employed to work at other schools managed or operated by AIC Education Partners. AIC Education Partners subject to full disclosure to the Governing Authority of any transfer, change and/ or reduction in School staff. All staff employed by the School shall undergo criminal records checks similar to that of teachers.

6.5 Training. AIC Education Partners shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as AIC Education Partners determines is reasonable and necessary under the circumstances of their employ.

6.6 Limitations on Discretion. All decisions made by AIC Education Partners with respect to staffing levels and its selection, evaluation, assignment, discipline, transfer and/or termination of staffing personnel shall be consistent with the Budget, the parameters set forth in the Educational Program, and all applicable Federal, State and Local laws. 13of 18

6.7 State Retirement Systems. The Parties acknowledge that ORC Chapters 3307 and 3309 stipulate that independent contractors retained by AIC Education Partners for educational services at the School may meet the qualifications for membership in the School Teachers Retirement System ("STRS") or the School Employee Retirement System ("SERS") if the teaching or other duties performed by the independent contractor are the same as those performed by teachers or staff in public schools under typical school district employment contracts, including substitute positions. Therefore, AIC Education Partners shall make the appropriate payroll deductions from the pay of each School employee in accordance with ORC Chapters 3307 or 3309, if applicable. AIC Education Partners shall assist the Governing Authority with respect to fulfilling all reporting and compliance obligations under ORC Chapters 3307 or 3309.

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES**

7.1 Governing Authority Warranties and Representations. The Governing Authority represents and warrants to AIC Education Partners that as of the Effective Date of this Agreement: (i) the School is an Ohio public benefits corporation in good standing and the Governing Authority has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to the School or to the Governing Authority; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which the School or the Governing Authority is a party.

7.2 AIC Education Partners Warranties and Representations. AIC Education Partners represents and warrants to the Governing Authority that, as of the Effective Date of this Agreement: (i) AIC Education Partners is a 501(c)(3) non-profit corporation in good standing and that AIC Education Partners has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to AIC Ed. Partners; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which AIC Education Partners is a party.

## **ARTICLE VIII**

### **TERMINATION AND EFFECTS OF TERMINATION**

8.1 Termination. This Agreement may be terminated for the following reasons:

(a) By AIC Ed. Partners, immediately, if: (i) for any reason there is a material impairment in the receipt of Revenues for any Academic Year to the effect that AIC Ed. Partners, in its sole discretion, determines that there would be insufficient funds available for the orderly operation of the School in a manner and at a level of service reasonably expected to meet the goals established in the Educational Program, to receive a passing annual report card for the School as required by the DOE, or to pay the Management Fee; (ii) the School is ordered by the DOE or any court or governmental authority to cease operations; (iii) the School is unable to pay its debts as they come due or has filed a petition seeking protection from its creditors under Federal bankruptcy laws or any state counterpart thereto, or has been deemed insolvent under such laws; (iv) the Governing Authority fails to approve a Budget for the Academic Year as required pursuant to Article 4.3 above; or (v) the Governing Authority is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure.

(b) By AIC Ed. Partners, after written notice, if the Governing Authority or the School is in material breach of any of its respective covenants, duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after AIC Education Partners has provided the Governing Authority with written notice of the material breach.

(c) By the Governing Authority, immediately, if: (i) the School or AIC Education Partners is deemed to be insolvent under the Federal Bankruptcy Code or is unable to pay their respective debts as they come due or have filed a petition seeking protection from its creditors under Federal bankruptcy law or any state counterpart thereto and AIC Education Partners has not filed a plan for reorganization under Chapter 11 of the United States Bankruptcy Code in the time allotted therein; (ii) the School is ordered by the School Sponsor, DOE or any court or governmental authority to cease operations; or (iii) AIC Education Partners is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared a Force Majeure

(d) By the Governing Authority, after written notice, if AIC Education Partners is in material breach of any of its respective duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Governing Authority has provided AIC Education Partners with written notice of the material breach.

8.2 Duties Upon Termination. This Article 8.2 shall survive any expiration or termination of this Agreement.

(a) Upon termination of this Agreement for any reason whatsoever, the Governing Authority on behalf of the School shall immediately pay to AIC Education Partners

and/or any of AIC Ed. Partners's affiliates all amounts due and owing to AIC Education Partners under the terms of this Agreement. Furthermore, the Governing Authority on behalf of the School shall return to AIC Education Partners any materials containing the Educational Model, AIC Ed. Partners's methods of instruction or operation and, subject to Article 8.2(b) below, all real and personal property owned by AIC Education Partners and paid for by AIC Education Partners with non-public funds. AIC Education Partners shall assist the School in the transition of management and operations, including, but not limited to: (i) the orderly transition and return of all student records, the School Facility, and all other School property, equipment and material owned by the School; (ii) sending notices to students as reasonably requested by the School; and (iii) at the School's option, delivering student records directly to the students.

(b) Upon termination of this Agreement for any for any of the reasons set forth in Section 8.1(c) or (d) or upon mutual consent of the parties , the Governing Authority on behalf of the School shall have the right to exercise the option of: (i) having all personal property leases relating to the operation of the School assigned to and assumed by the School to the extent permitted by the terms of such leases; and (ii) purchasing all personal property owned by AIC Education Partners as determined in accordance to the Budget and the School's list of tagged assets and used exclusively or primarily in connection with the operation of the School. The purchase price for any AIC Ed. Partners-owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. For purpose of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: (i) computers and software - three (3) years; (ii) furniture, fixtures and textbooks - five (5) years; (iii) buildings or leasehold improvements - twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by AIC Education Partners. In the event that the Governing Authority chooses to exercise its option of purchasing all personal property owned by AIC Education Partners and used exclusively or primarily in connection with the operation of the School, it must purchase all of said personal property, except any proprietary materials, and must also exercise its option to assume all personal property leases relating to the operation of the School.

(c) To exercise its options under Article 8.2(b) above, the Governing Authority must provide AIC Education Partners with at least thirty (30) days written notice prior to the termination of this Agreement, unless the termination of this Agreement is immediate pursuant to Articles 8.1(a) or (c), at which time the Governing Authority shall be granted a total of fifteen (15) days to exercise its options under Article 8.2(b).

## **ARTICLE IX INSURANCE**

9.1 Insurance Coverage. AIC Education Partners shall at all times maintain general liability insurance at levels deemed to be appropriate by a credible agent with knowledge of AIC Education Partners 'operations, but in amounts not less than One Million Dollars

(\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Board on behalf of the School shall at all times maintain appropriate levels of insurance that meet or exceed those levels required by the Sponsor contract. The Parties shall both list each other as additional insured on their respective policies. The Board shall also list the Sponsor as an additional insured on the School's policy. Upon request, each Party to this Agreement shall present evidence to the other Party that it maintains the requisite amount of insurance in compliance with the provisions of this paragraph. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

## **ARTICLE X MISCELLANEOUS**

10.1 Entire Agreement; Merger. This Agreement together with any attachments hereto set forth the entire understanding between the Parties with respect to the operation of the School and supersedes and replaces any and all other agreements or understandings by and between the Parties hereto with respect to the creation and operation of the School.

10.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in the performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood or natural accident; provided that either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

### **10.3 Arbitration.**

(a) In the event of any dispute between the parties hereto, the parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in Ohio.

(b) The parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed 60 days.

(c) As soon as the discovery is concluded, but in any event within 30 days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

(d) Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.



10.4 Official Notices. All notices or other communications required or permitted under the Agreement shall be in writing and shall be given by personal delivery, confirmed facsimile, electronic mail (e-mail), or commercial courier addressed to the Party at its principal address as follows:

If to the School:

Attn: Danny Thomas, Board Chairman  
Address: The Brilliance School (fka Hope School for Autism)  
1812 Oak Hill Avenue  
Youngstown, OH 44507  
  
E-mail: dannyt89@icloud.com

If to AIC Education Partners:

Attn: Marshall Emerson III, Co-founder  
Address: 3045 O'Bryon Street  
Cincinnati, OH 45208  
  
E-mail: memerson@AICeducationpartners.com

All notices and other communications required or permitted under the Agreement that are addressed as provided in this section will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile transmission, be deemed given when sent and confirmation of receipt is received, (iii) if delivered by commercial courier, be deemed given upon receipt; and (iv) if delivered by electronic mail (e-mail) transmission, be deemed given when sent.

10.5 Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and signed by the Parties hereto.

10.6 Waiver. No waiver or delay of any provision of this Agreement at any time shall be deemed or shall constitute a waiver of any other provision.

10.7 Cost and Expenses. If any Party hereto commences an action against the other Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs of suit.

10.8 Severability. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken and the remainder of this Agreement shall continue in full force and effect.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall be deemed to be a single enforceable agreement.

10.10 Relationship of the Parties. The parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

10.11 No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third party, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.


10.12 Independent Activity. All of the parties to this Agreement understand that AIC Ed. Partners's business is to operate and manage community schools throughout the State. As such, the parties agree that AIC Education Partners and its affiliates, may operate other community schools in Ohio whether the same may be considered competitive with the School.

10.13 Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement authorizing the effective date as stated above. The Effective Date of this Agreement is as stated on page 1 of this Agreement.

**AIC Education Partners**

an Ohio corporation



By: Kenan Bishop

Its: Co-Founder

**The Brilliance School (fka Hope Academy of Autism)**

an Ohio public benefit corporation

By: Danny Thomas

Its: Board Chairman

## **ATTACHMENT 7**

### **PROTOCOL FOR RENEWAL CONSIDERATIONS**

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

#### **General Considerations**

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

#### **Criteria for Renewal**

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

1. Failure to meet student performance requirements stated in the contract;
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other good cause.

Based on quality practices, the Board includes within the criteria for non-renewal the following:

1. Clear evidence of unacceptable academic performance;
2. Financial mismanagement;
3. Violations of law; and/or
4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance no non-performance of the School over the term of the Agreement or the three most recent years' of operation.