DESCRIPTION OF NATURE OF PARTNERSHIP

A partnership is an association between a grant applicant and educational stakeholder(s) in which the stakeholder agrees to provide human and material assets or access to academic and administrative resources to the grant applicant to develop or execute a Straight A Fund grant application. However, in a partnership, only the grant applicant is responsible for ensuring the grant is developed and executed according to the terms of the grant agreement with the Straight A Program Governing Board. Grant applicant partners are responsible only to the extent provided in their Partnership Agreement with the grant applicant.

In order to ensure the effective implementation of the Straight A Fund throughout the state, applicants are encouraged to partner with education stakeholders. Each applicant must identify its partners and attach a description of each respective partner’s roles and responsibilities.

Each member of the partnership is responsible for the following assurances:

1. Be knowledgeable about the applicant’s Straight A Fund grant proposal and application, including advocacy of the Straight A Fund program.
2. Maintain familiarity with the partner’s services to enhance the proposal, including specific goals and practices.
3. Demonstrate a commitment to clear roles and responsibilities of each partner as it relates to the grant proposal and application.
4. Sustain consistent communication among partners and stakeholders with a shared vision of the goals of the grant proposal. This includes participating in regularly scheduled meetings for project management and identifying areas for improvement.
5. Ensure partners have appropriate access to data for purposes of grant program improvement and evaluation in accordance with state and federal law.
6. Develop a clear project management plan to sustain the project over time.

Partnership Signatures

**Applicant**

Name: Scott Indekeu, Superintendent  
Title: Reading City Schools  
IRN: 044002  
Phone: 513.754.1800  
Email: sindekeu@readingschools.org  
Address: 1381 Rutherford Ave  
City: Reading  
State: OH  
Zip: 45215  
Sign: [Signature]  
Date: 10/23/2013

**Primary Partner**

Name: Gregory Dye  
Title: Vice President, Operations  
Tax ID/IRN: [Redacted]  
Phone: 656.644.7161 x318  
Email: Greg.Dye@AECO.com  
Address: 590 N Fourth St. Suite 560  
City: Columbus  
State: OH  
Zip: 43215  
Sign: [Signature]  
Date: 10/23/13
Secondary Applicant (if applicable)

Name: 
Title: 
IRN: 
Phone: 
Email: 
Address: 
City: 
State: 
Zip: 

Sign: 
Date: 

Secondary Partner (if applicable)

Name: REEDUS.COM
Title: Thomas Reed, Director of Research/Assessment
Tax ID/IRN: 
Phone: 614.572.3519
Email: thomasreedphd@gmail.com
Address: 6926 Foresthaven Loop
City: Dublin
State: OH
Zip: 43016

Sign: 
Date: 10/25/13
<table>
<thead>
<tr>
<th>Name: Cynthia Stuhmann</th>
<th>Name: ____________________________</th>
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<tbody>
<tr>
<td>Title: Treasurer</td>
<td>Title: ____________________________</td>
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<tr>
<td>IRN: 093-051</td>
<td>IRN: ____________________________</td>
</tr>
<tr>
<td>Phone: 513-691-1881</td>
<td>Phone: ____________________________</td>
</tr>
<tr>
<td>Email: <a href="mailto:StuhmannC@dpmsd.org">StuhmannC@dpmsd.org</a></td>
<td>Email: ____________________________</td>
</tr>
<tr>
<td>Address: 4131 Matson Ave</td>
<td>Address: ____________________________</td>
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<td>City: ____________________________</td>
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Sign: ____________________________  Date: ____________________________

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
STRIGHT A FUND

DESCRIPTION OF NATURE OF CONSORTIUM RELATIONSHIP

An education consortium is an association of two or more school districts, school buildings, community schools, or STEM schools pooling resources to share human and material assets and link academic and administrative resources with the objective of participating in the development and execution of a Straight A Fund grant application. A grant application submitted by an education consortium uses the shared resources of its members to achieve the goals of the grant application through cooperative purchasing, course sharing, professional development, information technology integration and or faculty and staff networking. Unlike a partnership, each member of an education consortium is responsible for ensuring the Straight A Fund grant application is developed and executed according to the terms of the grant agreement with the Straight A Program Governing Board. Like individual grant applicants, an education consortium can partner with educational stakeholder(s) via a Partnership Agreement to accomplish the goals of the grant application.

In order to ensure the effective implementation of the Straight A Fund throughout the state, each education consortium must identify each member of the education consortium and attach a description of each respective member’s role and responsibilities. Additionally, a separate Description of Nature of Partnership must be submitted for any educational stakeholder(s) partnering with the education consortium.

Each member of the education consortium is responsible for the following assurances:

1. Be knowledgeable about the consortium’s Straight A Fund grant proposal and application, including advocacy of the Straight A Fund program.
2. Sign and accept the Straight A Program Grant Assurances.
3. Maintain familiarity with the consortium’s members and services to enhance the proposal, including specific goals and practices.
4. Demonstrate a commitment to clear roles and responsibilities of each consortium member as it relates to the grant proposal and application.
5. Sustain consistent communication among consortium members and stakeholders with a shared vision of the goals of the grant proposal. This includes participating in regularly scheduled meetings for project management and identifying areas for improvement.
6. Ensure consortium members have appropriate access to data for purposes of grant program improvement and evaluation in accordance with state and federal law.
7. Develop a clear project management plan to sustain the grant project over time.

Education Consortium Signatures

<table>
<thead>
<tr>
<th>Lead Applicant/Consortium Member</th>
<th>Secondary Applicant/Consortium Member</th>
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<tbody>
<tr>
<td>Name: Scott Linnepke</td>
<td>Name:</td>
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<tr>
<td>Title: Superintendent</td>
<td>Title:</td>
</tr>
<tr>
<td>IRN: 604693</td>
<td>IRN:</td>
</tr>
<tr>
<td>Phone: 513.604.1620</td>
<td>Phone:</td>
</tr>
<tr>
<td>Email: <a href="mailto:tinkleep@reading.org">tinkleep@reading.org</a></td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 1301 Bonall Ave.</td>
<td>Address:</td>
</tr>
<tr>
<td>City: Reading</td>
<td>City:</td>
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<tr>
<td>State: OH</td>
<td>State:</td>
</tr>
<tr>
<td>Zip: 45215</td>
<td>Zip:</td>
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<td>Sign:</td>
<td>Date: 10/23/2013</td>
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This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
Consortium Member (if applicable)

Name: Tyrone Olverson
Title: Superintendent
IRN: 47332
Phone: 513-728-376
Email: olverson@finneytown.org
Address: 8916 Fontainebleau Ter., Cincinnati, OH 45231

Sign: [Signature]
Date: 01/24/13

Consortium Member (if applicable)

Name: 
Title: 
IRN: 
Phone: 
Email: 
Address: 
City: 
State: 
Zip: 

Sign: 
Date: 

Consortium Member (if applicable)

Name: 
Title: 
IRN: 
Phone: 
Email: 
Address: 
City: 
State: 
Zip: 

Sign: 
Date: 

Consortium Member (if applicable)

Name: 
Title: 
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Date: 

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
Project title: Reading for the 21st Century: Literacy Beyond the Third Grade Guarantee

IQ Innovations provides a statewide platform free of charge to all Ohio school districts through iLearnOhio. iLearnOhio is a comprehensive e-learning platform funded by the Ohio General Assembly to ensure that Ohio students have access to high-quality online courses. This statewide platform includes a searchable repository of standards-aligned educational content (courses and digital resources), an e-commerce marketplace, and a learning management system (LMS) to facilitate the delivery of course content from multiple providers to various end users. iLearnOhio is administered by the Ohio Resource Center, located at the College of Education and Human Ecology at The Ohio State University, and is under the direction of the Ohio Board of Regents.

The iLearnOhio platform will be used to deliver the digital content purchased through the awarded funds. The role of IQ Innovations is to act as the contractor between districts and vendors to direct content licensing and payment, and ensure content is loaded effectively and efficiently.

The role of Reading as the lead district is to submit the application and distribute the allocated funds to the participating districts. Deer Park, Groveport-Madison, Scioto Valley and Finneytown are the participating districts who will be responsible for implementing the plans within their districts. All five districts in this consortium are responsible for maintaining iLearnOhio classrooms, communicating with their stakeholders, ensuring teachers participate in professional development and allocating the resources appropriately. Consortium members will procure technology devices and establish procedures for dissemination, accountability, and maintenance of the devices. Consortium members will also establish district-wide 1:1 implementation plans to support the organizational and instructional culture shifts associated with a 1:1 technology initiative. The participants in this consortium will work together by sharing best practices and digital content that they develop as part of this program.
STRAIGHT A PROGRAM GRANT ASSURANCES

The parties referred to in this document are the Ohio Department of Education, herein referred to as "ODE," the Straight A Program Governing Board, herein referred to as the "Governing Board," and the applicant, herein referred to as the "GRANTEE." ODE may make funds available to the GRANTEE for programs operated by the GRANTEE in accordance with requirements and regulations applicable to such programs. Consistent with state laws and regulations, the GRANTEE assures, if awarded a grant:

1. That the GRANTEE will accept funds in accordance with applicable state statutes, regulations, program plans, and applications, and administer the programs in compliance with all provisions of such statutes, regulations, applications, policies and amendments thereto.

2. That the control of funds provided to the GRANTEE under the Straight A Program and title to property acquired with those funds will be in a designated eligible recipient and that a designated eligible recipient will administer those funds and property.

3. That the GRANTEE has the necessary legal authority to apply for and receive the proposed grant and enter into the contract.

4. That the GRANTEE will cause to be performed the required financial and compliance audits in accordance with the Ohio Revised Code Section 117.11 utilizing generally accepted accounting principles (GAAP). That the GRANTEE will furthermore utilize competitive bidding practices in compliance with applicable procurement regulations.

5. That the GRANTEE will make reports to ODE and to the Governing Board as may reasonably be necessary to enable ODE and the Governing Board to perform their duties. The reports shall be completed and submitted in accordance with the standards and procedures designated by ODE and/or the Governing Board and shall be supported by appropriate documentation.

6. That the GRANTEE will maintain records, and provide access to those records as ODE or the Governing Board and authorized representatives in the conduct of audits authorized by state statute. This cooperation includes access without unreasonable restrictions to its records and personnel for the purpose of obtaining relevant information.

7. That the GRANTEE will provide reasonable opportunities for participation by teachers, parents, and other interested agencies, organizations and individuals in the planning for and operation of the program, as may be necessary according to statute.
8. That any application, evaluation, periodic program plan or report relating to the Straight A Program will be made readily available to parents and to other members of the general public.

9. That in the case of any project involving construction, the project is not inconsistent with overall State plans for the construction of school facilities, if applicable; and in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed under Section 504 of the Rehabilitation Act of 1973, in order to ensure that facilities constructed with state funds are accessible to and usable by handicapped individuals.

10. That no person shall, on the ground of race, color, national origin, handicap or sex be excluded from participation, be denied the benefits or be otherwise subjected to discrimination under any program or activity for which the GRANTEE receives state financial assistance.

11. That the GRANTEE may not use its state funding to pay for any of the following:
   
   A. Religious worship, instruction or proselytization.
   
   B. Equipment or supplies to be used for any of the activities specified in paragraph 11A, herein.
   
   C. Construction, remodeling, repair, operation or maintenance of any facility or part of a facility to be used for any of the activities specified in paragraph 11A, herein.

12. That the GRANTEE shall continue its coordination with ODE during the length of the project period.

13. The GRANTEE shall cooperate in any evaluation by ODE or the Governing Board.

14. That the GRANTEE will comply with all relevant laws relating to privacy and protection of individual rights including 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act of 1974).

15. That the GRANTEE will comply with any applicable federal, state and local health or safety requirements that apply to the facilities used for a project.

16. That it shall maintain records for five years following completion of the activities for which the GRANTEE uses the state funding and which show:

   A. The amount of funds under the grant.
   
   B. How the GRANTEE uses the funds.
   
   C. The total cost of the project.
   
   D. The share of that total cost provided from other sources.
17. That in the event of a sustained audit exception, and upon demand of ODE, the
GRANTEE shall immediately reimburse ODE for that portion of the audit exception
attributable under the audit to the GRANTEE. The GRANTEE agrees to hold ODE
harmless for any audit exception arising from the GRANTEE's failure to comply with
applicable regulations.

18. That the GRANTEE is aware all state funds granted to it are conditioned upon the
availability and appropriation of such funds by the Ohio General Assembly. These funds
are subject to reduction or elimination by the Ohio General Assembly at any time, even
following award and disbursement of funds. Except as otherwise provided by law, the
GRANTEE shall hold ODE harmless for any reduction or elimination of state funds
granted to it. In the event of non-appropriation or reduction of appropriation and notice,
the GRANTEE shall immediately cease further expenditures under the Straight A
Program.

19. The GRANTEE will adopt and use the proper methods of administering the grant and any
subgrants, including, but not limited to:

A. The enforcement of any obligations imposed by law.
B. The correction of deficiencies in program operations that are identified through
   program audits, monitoring or evaluation.
C. The adoption of written procedures for the receipt and resolution of complaints
   alleging violations of law in the administration of such programs.

20. The GRANTEE, by submission of a grant proposal, agrees that the ODE or the
Governing Board have the authority to take administrative sanctions, including, but not
limited to, suspension of cash payments for the project, suspension of program
operations and/or, termination of project operations, as necessary to ensure compliance
with applicable laws, regulations and assurances for any project. The GRANTEE
acknowledges this authority under Ohio Revised Code Section 3301.07 (C), as
applicable.

21. In the purchase of equipment and supplies, the GRANTEE will comply with local and
state procurement policies.

22. That the GRANTEE will have effective financial management systems, which includes,
but is not limited to, the ability to report financial data verifying compliance with program
regulations and maintaining effective internal control over the operations of the approved
grant.

23. That the GRANTEE will obligate funds within the approved project period as set forth in
the approved application and will liquidate said obligations not later than 90 days after the
end of the project period for the grant.
This assurance is given in consideration of and for the purpose of obtaining any and all grants, loans, contracts, property, discounts or other financial assistance extended after the date hereof to the GRANTEE by the Straight A Program Governing Board, through ODE, including installment payments, after such date on account of applications for financial assistance which were approved before such date. The GRANTEE recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Ohio shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the GRANTEE, its successors, transferees and assigns. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the GRANTEE.

L. Scott Inskoep 10/23/2013 
Superintendent/CEO Date 

Cary F. 10/25/13
Treasurer/CFO 

L. Scott Inskoep 
Printed Name 

CART L FURNIS 
Printed Name