

This **CHARTER** is entered into by and between ST. ALOYSIUS (“Sponsor”) George V. Voinovich High School (“**School Governing Authority**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 3398 East 55th Street, Cleveland, Ohio 44127 (“**School**”) in Cuyahoga County, Ohio; and

WHEREAS, the **School** is located in the Cleveland Metropolitan School District; and

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

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

ARTICLE I

Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the **School**. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.3 below.
- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School’s** status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.
- 1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as [Attachment 1.3](#) are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in

writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation in the 2020-2021 school year and later, no later than December 31, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within seven (7) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within seven (7) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor**. The **Sponsor** shall carry out the responsibilities established by law, including:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary, but at least twice annually, with one visit during the first half of the school year and the other visit during the second half of the school year, while classes are in session; and
 - (ii) Report on an annual basis the results of the site visits to the Ohio Department of Education and to the parents of students enrolled in the community school; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Ohio Department of Education on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report;
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7 below*); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance. If necessary and appropriate, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. Provided prior written notice is delivered to all members of the **School Governing Authority**, the **Sponsor** may take over the operation of the **School**, and also replace the

entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority** or any officer of the **School**, if the **School Governing Authority** or its officer(s) (a) fully resigns or a majority of its members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or losses before the end of the school year;
 - (i) Upon learning of financial difficulties or losses, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within ten (10) business days of receipt; and
- (f) Provide in writing the annual assurances for schools opening 2020-2021 no later than ten (10) business days prior to the opening of the **School**, as required in R.C. Section 3314.19; and
- (g) Abiding by the requirements in its contract with the Ohio Department of Education, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the School; and
- (i) Oversee the **School's** closure.

ARTICLE II

School Governing Authority

- 2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five (5) Directors, who are not owners, employees, or consultants or immediate relatives of owners, employees or consultants, of the **School** or any company that operates or manages the **School**. Further, **School Governing Authority** members shall comply with R.C. 102.03, 2921.42 and 2921.43. Attached as [Attachment 2.1](#) is a **School Governing Authority** roster including names, home and/or work addresses (not the address of the **School**), a valid telephone number where the member can be reached, and electronic mail addresses of the current members of the **School Governing Authority**. Current resumes for each **School**

Governing Authority member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

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

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

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the **School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1st of each school year. Any changes to the meeting schedule must be communicated within ten (10) business days of the change being approved.

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

- 2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, which training shall be free of charge and offered in such a manner that the member may participate remotely, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion (provided training is offered by the Sponsor free of charge). If additional training is required, the training will be presented at the board meetings or electronically with advance notice provided to all **School Governing Authority** members. If the training is provided by electronically, the **School Governing Authority** members will have thirty (30) days to view the training.

- 2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all **School Governing Authority** members are required to obtain a criminal background check free of disqualifying offenses, including both a BCI and a FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the

School Governing Authority member being appointed to the **School Governing Authority**. A potential **School Governing Authority** member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCI and FBI check has been submitted to the **Sponsor**. The **Sponsor** shall approve the potential **School Governing Authority** member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

2.4 **Material Adverse Effect.** The **School Governing Authority** shall deliver to the **Sponsor** promptly upon obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

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

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

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

- (a) Compliance site visits at least two (2) times per year and at times thereafter as determined necessary by the **Sponsor**.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous month's financial activity. The **Sponsor** shall provide a written report concerning the review of the financials to the **Governing Authority** and the fiscal officer within ten (10) days after receipt of the documents. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
 - (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and
 - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
 - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
 - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
 - (v) Check Register – a listing of all checks for the month; and
 - (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
 - (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
 - (viii) Enrollment Records – in the form of monthly FTEs; and
 - (viii) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

Fiscal Officers and the **School Governing Authority** will be notified if a deadline is not met and/or if reports submitted do not contain all of the data

required. If the **Sponsor** does not receive the correct data within a reasonable amount of time under the circumstances, the **School Governing Authority** may be placed on probation under section 11.9 of this Charter until all required information is received; and

- (c) Signature on this document shall be evidence of granting read only access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the **School Governing Authority** so that the **Sponsor** may be discussed or to avoid inadvertent waiver of attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will abide by all applicable confidentiality rules.
- (f) If the **School** receives comments or findings in its annual audit, **the School Governing Authority** shall have a post-audit conference. The **School Governing Authority** shall consult with the **Sponsor** prior to waiving the post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses to waive the conference.

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

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

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

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

ARTICLE III

Operations

- 3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan at all times. Under R.C. 3314.091, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. If the **School Governing Authority** has entered into an agreement with the local school district that designates the **School Governing Authority** as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.
- 3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2](#).

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor**.

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

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

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

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

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

- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School** and **School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4.](#)
- 3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.
- 3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610 and 5502.263, the **School Governing Authority or designee** shall submit to the director of public safety, , an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School**

Governing Authority or designee shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

- 3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** each year in order to make necessary adjustments to any marketing plans currently used by the **School** in order to attempt to be reflective of either the community it serves or the local traditional public school district in which the **School** resides.
- 3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.
- 3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#) and shall be followed and may not be changed without the prior written notice to the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:
- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
 - (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

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

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

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

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

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

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that

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

- 3.12 **Students with Disabilities.** Upon admission or identification of any disabled student, the **School** will comply with all federal and state laws regarding the education of students with disabilities. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12.](#)
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided prior written notice is delivered to all members of the **School Governing Authority**, the **Sponsor** may also replace the **School Governing Authority** or any officer of the **School**, if the **School Governing Authority** or its officer(s) (a) fully resigns or a majority of its members abandon(s) its/their duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the **School** and/or its students. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).
- 3.15 **Community School Bond.** No **School** shall initiate operation after February 1, 2016, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the **School Governing Authority**, the **Sponsor** or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

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

ARTICLE IV

Compliance With Laws

- 4.1 **Compliance with State Laws.** The **School** shall comply with the following sections of the Ohio Revised Code as applicable to the **School's** operations: 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 311.29 (Authority for the county sheriff to contract with a community school for police services), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.07 (Requirement to report financial information to the State Board in the same manner as school districts), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time spent on assessments), 3301.52 to 3301.059 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.13 (Reading achievement improvement plan requirements), 3302.16 to 3302.18 (Authority for establishment of community learning centers at schools), 3302.20 (Financial reporting requirements), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.602 (Veteran's Day Observance), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.611 (State seal of biliteracy), 3313.6411

(Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 and 3313.6610 (SAVE Students Act), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Requirements related to care of students with diabetes), 3313.7113 (Procurement of inhalers for board), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.101 (Suspension of employee pending criminal action), 3314.103 (Termination of contract prior to termination of annual session), 3314.18 (Breakfast and lunch programs – summer extension), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3314.402 (Application of collective bargaining agreement), 3314.403 (False report of employee misconduct prohibited), 3314.44 (Collection and transmittal of school records after closing), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.22 through 3319.31 (Licensure/certification of employees), , 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.58 (Retesting teachers in low performance schools), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19

(Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3323.19 (Comprehensive eye examination), 3327.01, 3327.02 and 3327.09 (Student transportation), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.31 (Rules for determining student residency), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Notice of expulsion of student), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (Safety Plans) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3323 (Special Education), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4117 (Collective Bargaining Law), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), section 2921.42 (Having an unlawful interest in a public contract) and section 2921.43 (Soliciting or accepting improper compensation) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

The **School** shall also comply with R.C. 3302.04 (Three year continuous improvement plan – intervention by department – site evaluations) and R.C. 3302.041 (Failure to make adequate progress – corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

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

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

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

The **School** shall comply with Ohio Administrative Code Section 901:5-11-15 governing pesticide policies.

The School shall comply with all provisions of Title IX.

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

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **3398 East 55th Street, Cleveland, Ohio 44127**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within seven (7) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a)**. If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within seven (7) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease or sub-lease of the facility by any party, including the management company, must be documented in writing.

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

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

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and assessed by the **Sponsor**. In any material change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs. If the School changes locations,

adds a satellite location or annex, the Sponsor shall conduct an opening assurances visit at the new location and submit assurances to the Ohio Department of Education at least ten (10) business days prior to the School using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

- 5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.
- 5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until such time as the **Sponsor** has viewed all health and safety permits and permission to open has been granted as required by law. **Sponsor** shall have seven (7) business days to review the health and safety permits from the date the **School Governing Authority** notifies the **Sponsor** that such permits are available for review. Facilities will be maintained in a clean, healthy manner to the satisfaction of the proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.
- 5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority**, to the extent that the **School Governing Authority** owns the facility, is solely responsible for the sale, lease or other distribution of the facility.

ARTICLE VI

Educational Program

- 6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a) and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades **9-12** and ages **15-22**. The **School** shall provide the education plan template provided by the **Sponsor** as **Attachment 6.3** for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the School, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 If the **School** does not have at least one-hundred (100) students enrolled thirty (30) days prior to the first day of school, the **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the **Sponsor** determines that the number of students enrolled and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the management company or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

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

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the learning opportunities that will be offered to students including both classroom based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). [Attachment 6.3](#) shall also include an explanation of how the educational program will be implemented within the **School's** facility.

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** may not change the school calendar or bell schedule without prior

approval from the **Sponsor** and the Ohio Department of Education and if applicable, after consulting with each local traditional school district that transports students to the **School**, provided the same is required by law or the Ohio Department of Education. Any changes made without this approval may result in a corrective action plan.

- 6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.
- 6.4 **Accountability Standards.** The **School's** academic(s) and non-academic goals shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a **School** enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that are intended to impact grade card performance and align to grade card components by October 15th. The **School** and **School Governing Authority** are subject to the performance framework as detailed in [Attachment 6.4.](#)
- 6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks related to interim progress if required by the Ohio Department of Education. The **School** must report the benchmarks required by ODE to the **Sponsor**. All assessments required by the **Sponsor** are identified in [Attachment 6.5.](#) The **School** and **School Governing Authority** shall also comply with all applicable provisions of ESSA.
- 6.6 **High School Diplomas and Graduation.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.6110, 3313.6114, 3313.614, 3313.615, 3313.617, 3313.618, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3314.03, 3326.11 and 3328.34 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available to the **Sponsor** upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other **School Governing Authority**

requirements. Within ten (10) days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts

ARTICLE VII

Reporting

- 7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating and value added rating. The Annual Report shall include a statement from the **Sponsor**, its activities and standards.
- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in Section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such other site visits or other impromptu visits as the **Sponsor** reasonably deems advisable or necessary.

ARTICLE VIII

Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3302.01, 3302.03, 3311.78, 3311.79, 3314.03, 3317.141, 3319.22 to 3319.31 and 3326.13, or other applicable sections of the Ohio Revised Code. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1 based on the State Operating Standard 3301.35.05(A)(3). Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated

teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff as [Attachment 8.1](#).

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

8.2 **Staff Evaluation.** Each **School** must use the OTES or OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.

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

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

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position as may be required by R.C. 3319.39. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes

of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

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

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

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

ARTICLE IX

Finance

- 9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.
- 9.2.2 By the end of the first year of the Charter, the **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.
- 9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.
- 9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.
- 9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within seven (7) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Prior to billing for sponsorship services each month, the **Sponsor** shall review the Community School Settlement Report and make adjustments to its billing as necessary to prevent any

overpayment of sponsorship fees. Payments to the **Sponsor** may be made by monthly automatic transfer to the general fund of the **Sponsor**, and the **School Governing Authority** agrees to sign documentation necessary to accomplish the same. Payments may also be made as a monthly automatic transfer from the state support payment as allowable. Failure to pay the required payment to the **Sponsor** for oversight by the later of the 30th of every month or within ten (10) business days of the **School Governing Authority** receiving funds from the State of Ohio, may result in the **Sponsor** placing the **School** on probation, suspension or termination as prescribed in sections 11.9 thru 11.11 of this Charter. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or the Auditor of State.

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

ARTICLE X

Insurance/Indemnification

- 10.1 **Liability Insurance**. Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders.** The **School Governing Authority** shall also maintain directors and officers liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.
- 10.2 **Indemnification**. The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter by the **School Governing Authority**; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties on account of the **School** and/or **School Governing Authority**; and
- (d) As to the indemnification and hold harmless, but not the duty to defend, any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** if the legal proceeding or action is found to be without merit, or is dismissed, and the right to appeal such judgment or order has been exhausted or has expired.

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

ARTICLE XI

General Provisions

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

School intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.

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

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

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

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

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) The **Sponsor** or Sponsor's designee has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the Sponsor's designee access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the **School** closes, the operator or chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

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

eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.

11.6 **Term.** This Charter shall be for a term of four (4) years commencing on July 1, 2021 and ending on June 30, 2025. During the 2024-2025 school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4**.

11.7 **Contract Performance Measures.** Each **School** will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new **School**, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

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

(b) If the **School** receives a grade of C [Meets] or higher in at least one (1) applicable grade card component for the most recent school year or its overall report card grade is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. After consideration, if the **Sponsor** renews the **School**, the term of the new contract shall not exceed three (3) years.

- i) **Promise Academy**
- ii) **Regent High School**
- iii) **Old Brook High School**
- iv) **Lake Erie International High School**
- v) **Invictus High School**

(c) If the **School** receives a grade of C [Meets] or higher in multiple LRC graded measures for the most recent school year, the **School** shall be eligible to be considered for renewal. After consideration, if the **Sponsor** renews the **School**, the term of the new contract shall not exceed five (5) years.

Once a **School** is eligible for renewal based on the measures listed above, the **Sponsor** shall consider the metrics as prescribed in the performance framework of Attachment 6.4 in determining whether or not to renew the **School** and the number of years of the new charter agreement.

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

- (a) After the high stakes review, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
 - (i) Failure to meet student performance requirements stated in this Charter;
 - (ii) Failure to meet generally accepted standards fiscal management;
 - (iii) Violation of any provision of this Charter or applicable state or federal law;
 - (iv) Other good cause.

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

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

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

circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

- 11.10 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause or if funding to the **School Governing Authority** should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with seven (7) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within seven (7) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

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

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

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

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

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

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

- 11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter, provided Notice is completed in accordance with Section 11.15. Timeliness is defined as an answer in writing within seven (7) business days (unless another time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.
- 11.13 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.14 **Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.15 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School Governing Authority** President and the attorney for the **School Governing Authority**.

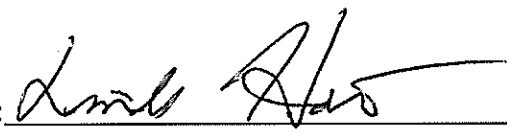
Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the Board, the **Sponsor** may give notice to the Ohio Department of Education.

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

- 11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.
- 11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Mutually agreed-to changes that are not mid-contract term changes shall be based on a goal to improve the academic, financial and operational performance of the School in a commitment to mutual growth and progress. The **School Governing Authority** acknowledges that the **Sponsor** is expected to update this Contract mid-term annually to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the **School** agrees that a mid-contract term modification may be necessary annually. Notifications required by this Charter shall not be considered changes or modifications of this Charter.
- 11.18 **Changes in Rule or Law.** The **School, Sponsor and School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.
- 11.19 **Attachments.** All **Attachments (1.3-9.4)** to this Charter are attached hereto and incorporated by reference into the Charter.
- 11.20 **Sponsor Authority.** **Sponsor** warrants and represents that it is an authorized **Sponsor** as defined in Chapter 3314 of the R.C. and that it is in good standing with the Ohio Department of Education (ODE). **Sponsor** agrees to provide the **School** with a copy of any formal actions issued by the State Board of Education that adversely affect the ability of the **Sponsor** to sponsor community schools.

Executed this 9th day of June, 2021 in Cincinnati, Ohio.

St. Aloysius

By: 
(Name)

Its: Executive Director
(Title)

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

**School Governing Authority of
George V. Voinovich High School**

Sonya Boyd

Sonya Boyd (Jun 9, 2021 13:19 EDT)

By: Sonya Boyd
(Name)

Its: Board President
(Title)

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/25/2019	201929802710	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

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

**LAW OFFICE OF DONALD WIGGINS JR, LLC
100 E BROAD STREET, SUITE 690
COLUMBUS, OH, 43215**

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
1915884**

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

SOUTHERN CLEVELAND DROP BACK IN

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

Document(s)

NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 10/25/2019

Document No(s):

201929802710



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 25th day of October, A.D. 2019.

Ohio Secretary of State



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
07/11/2018	201819104284	TRADE NAME REGISTRATION (RNO)	39.00	0.00	0.00	0.00

Receipt

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

CALLENDER LAW GROUP
100 EAST BROAD ST.
SUITE 690
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted**4207886**

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

GEORGE V. VOINOVICH HIGH SCHOOL

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

Document(s)

TRADE NAME REGISTRATION

Effective Date: 07/10/2018

Document No(s):

201819104284

Date of First Use: 07/01/2018

Expiration Date: 07/10/2023

SOUTHERN CLEVELAND DROP BACK IN
9853 JOHNNYCAKE RIDGE RD STE 107
MENTOR, OH 44060



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
11th day of July, A.D. 2018.

Ohio Secretary of State

Form 534A Prescribed by:

JON HUSTED
Ohio Secretary of StateToll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Date Electronically Filed: 7/10/2018

[For screen readers, follow instructions located at this path.](#)**Name Registration****Filing Fee: \$39****Form Must Be Typed****CHECK ONLY ONE (1) Box**Trade Name
(167-RNO)

Date of first use:

7/1/2018

MM/DD/YYYY

Fictitious Name
(169-NFO)

GEORGE V. VOINOVICH HIGH SCHOOL

Name being Registered or Reported

SOUTHERN CLEVELAND DROP BACK IN

Name of the Registrant

Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.

Registrant's Entity Number (if registered with Ohio Secretary of State): 1915884

All registrants must complete the information in this section

The general nature of business conducted by the registrant:

education

Business address:

9853 JOHNNYCAKE RIDGE RD STE 107

Mailing Address

MENTOR

City

OH

State

44060

ZIP Code

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

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

Application must be signed by the registrant or an authorized representative.

JAMES S CALLENDER JR

Signature

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

AUTHORIZED REPRESENTATIVE

By (if applicable)

Print Name

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.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/18/2016	201613701868	TRADE NAME REGISTRATION (RNO)	39.00	0.00	0.00	0.00	0.00

Receipt

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

CALLENDER LAW GROUP
100 EAST BROAD ST.
SUITE 690
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3904400

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

GEORGE V. VOINOVICH RECLAMATION ACADEMY

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

Document(s)

TRADE NAME REGISTRATION**Effective Date: 05/16/2016**

Document No(s):

201613701868

Date of First Use: 05/05/2016

Expiration Date: 05/16/2021

SOUTHERN CLEVELAND DROP BACK IN
100 EAST BROAD ST., SUITE 690
COLUMBUS, OH 43215



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
18th day of May, A.D. 2016.

Ohio Secretary of State



Form 534A Prescribed by:

JON HUSTED
Ohio Secretary of StateCentral Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 5/16/2016

Name Registration
Filing Fee: \$39**CHECK ONLY ONE (1) Box**Trade Name
(167-RNO)

Date of first use:

5/5/2016

MM/DD/YYYY

Fictitious Name
(169-NFO)

GEORGE V. VOINOVICH RECLAMATION ACADEMY

Name being Registered or Reported

SOUTHERN CLEVELAND DROP BACK IN

Name of the Registrant

Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.

Registrant's Entity Number (if registered with Ohio Secretary of State): 1915884

All registrants must complete the information in this section

The general nature of business conducted by the registrant:

To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom.

Business address:

100 EAST BROAD ST., SUITE 690

Mailing Address

COLUMBUS

City

OH

State

43215

ZIP Code

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

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

Application must be signed by the registrant or an authorized representative.

SOUTHERN CLEVELAND DROP BACK IN

Signature

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

JAMES S. CALLENDER JR

By (if applicable)

Print Name

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.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/23/2010	201005300515	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

BUCKLEY KING LPA
600 SUPERIOR AVE E
14TH FL
CLEVELAND, OH 44114

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner**1915884**

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

SOUTHERN CLEVELAND DROP BACK IN

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

Document(s)

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

201005300515

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 February,
A.D. 2010.

Ohio Secretary of State



Prescribed by:

The Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100 ***	
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	---	--

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Southern Cleveland Drop Back In

SECOND: Location Cleveland Cuyahoga
(City) (County)

Effective Date (Optional) date of filing *Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.*
(mm/dd/yyyy)

☐ Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Completing this section is optional if box (1) is checked.

THIRD: Purpose for which corporation is formed

See attached

Complete the information in this section if box (1) or (3) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any) N/A _____
(No. of Shares) (Type) (Par Value)

(Refer to instructions if needed)

2010 FEB 17 PM 1:34

Completing the information in this section is optional**FIFTH:** The following are the names and addresses of the individuals who are to serve as initial Directors.

ANNE KENNEDY TRAKAS
 (Name)
6924 BRESTIN DR INDEPENDENCE OH
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.
INDEPENDENCE Ohio 44131
 (City) (State) (Zip Code)

James Peter Trakas
 (Name)
6924 Brestin Dr.
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.
Independence Ohio 44131
 (City) (State) (Zip Code)

LEAH JULIANO
 (Name)
37372 EUCLID AVE
 (Street) NOTE: P.O. Box Addresses are NOT acceptable.
WILLOUGHBY Ohio 44094
 (City) (State) (Zip Code)

REQUIRED

Must be authenticated
 (signed) by an authorized
 representative
 (See Instructions)

Anne Kennedy Trakas
 Authorized Representative

2-3-10
 Date

ANNE KENNEDY TRAKAS
 (Print Name)

James Peter Trakas
 Authorized Representative

3-Feb-2010
 Date

James Peter Trakas
 (Print Name)

Leah Juliano
 Authorized Representative

2/12/10
 Date

LEAH JULIANO
 (Print Name)

Complete the information in this section if box (1) (2) or (3) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Southern Cleveland Drop Back In 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

James S. Callender, Jr.

(Name)

600 Superior Ave., East, Suite 1400

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland

, Ohio

44114

(City)

(Zip Code)

Must be authenticated by an authorized representative

Anne Kennedy Travers
Authorized Representative

2-3-10
Date

J. S. Callender, Jr.
Authorized Representative

2-Feb-2010
Date

Leah Juliano
Authorized Representative

2/12/10
Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, James S. Callender, Jr., named herein as the

Statutory agent for, Southern Cleveland Drop Back In, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: [Signature]

(Statutory Agent)

Purpose for which corporation is formed:

1. To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
2. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any Director or Officer of the Corporation, or any member of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.
3. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
4. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
5. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
6. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

7. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
8. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.
9. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

670305-1

**Bylaws/Code of Regulations and GOVERNANCE PLAN
of
Southern Cleveland Drop Back In**

**Article I
General**

Section 1. NAME

The name of this Ohio nonprofit corporation shall be Southern Cleveland Drop Back In (hereinafter the "Corporation/Center/School").

Section 2. OPERATION, OBJECTIVES, AND GUIDING PRINCIPLES

Subject to all of the terms and conditions set forth in these Bylaws, the Corporation is organized, and will be operated, exclusively for charitable, educational, and scientific purposes within the meaning of §§501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code"), as follows:

- a. To form, maintain and provide a school exclusively for educational, literary, scientific, and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
- b. In addition, the Corporation may engage in other charitable and educational activities described in §§501(c)(3) and 170(c)(2) of the Code.
- c. In carrying out its charitable, educational, and scientific purposes, the Corporation shall have all of the powers that may be conferred upon nonprofit corporations formed under the laws of the State of Ohio to carry out such purposes.

In carrying out its charitable, educational, and scientific purposes, the Corporation shall have authority to receive and maintain real and tangible or intangible personal property and shall use and apply all or any part of such property and/or the income therefore exclusively for charitable, educational, and scientific purposes within the meaning of §§501(c)(3) and 170(c)(2) of the Code.

An individual's decision to drop out of school has a profound impact on not only their quality of life but also their communities and the rest of society. Indeed, research demonstrates that over the course of a school year, an individual without a high school diploma, on average, earns

approximately \$10,000 per year less than a high school graduate. Over the course of a lifetime, this differential translates to decreased earnings of approximately \$260,000 for the high school drop out.

Mission

It is the Center's **mission** to provide the 'opportunity for success' to, and motivate and instruct, these students who fail to learn in traditional school settings and have decided to drop out of the school system. Included in this population are students described as generally disruptive with chronic behavioral issues, students who have been suspended or expelled, and students with special needs. It will advocate student achievement in school and in life via individualized learning that ensures every student meets all expected performance standards, graduates, and is able to compete on a global scale.

Philosophy Statement

At the heart of our mission is the simple **philosophy** that all students can learn. This learning may occur in different ways, on different days, and through different means, but it is our responsibility to diagnose students and provide them with an educational experience that addresses those differences and their needs.

Vision

It is our **vision** to create a safe, orderly and academically challenging environment that provides differentiated instruction to students based on their needs and learning style, and prepares them adequately for life after they receive their diploma. This means that students who receive a diploma from the Center will be prepared either to enter college, or will receive the necessary business and industry credentials and experience to get a job or apprenticeship upon graduation. In addition to these goals, the Center will also strive to achieve the following goals:

1. Help students whose educational, economic, social and cultural futures seem most tenuous, achieve academic success;
2. Actively involve students in the learning process;
3. Empower students to connect daily content to real-life applications; and
4. Develop language arts and literacy skills in all students.

To ensure that each student's academic program meets their individual needs, the Center will assess each student's learning style and grade placement as he/she enters school based on both competency tests and the student's existing academic information. The Center will then deliver the curriculum in a manner that accommodates diverse learning styles, utilizing instructional practices that complement behavior plans that are carefully implemented to ensure a productive environment. In addition to assessing the student's individual needs, we will also ensure that students receive optimum personal attention from teachers, counselors, and school directors.

Our Center will provide learning opportunities for students in direct, individual and group instructional settings utilizing high quality curriculum and resources, including online learning labs. Moreover, students receive optimum personal attention, and are provided access to a wide range of high quality resources. As such, all requirements of students' Individualized Educational Plans (IEPs) will be met, and bilingual staff will work with Limited English Proficient (LEP) students and families.

Section 3. LOCATION

The Corporation's headquarters shall be located and maintained in Cuyahoga County, Ohio, or at such other location within the State of Ohio as the Board of Directors may from time to time 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.

Section 5. FISCAL YEAR

The fiscal year shall begin on July 1 and end on June 30 of each year.

Section 6. AUDIT

The fiscal records of the Corporation shall be prepared each year by independent Certified Public Accountants and the report thereof made available to the Executive Director, the Board of Directors, and such other persons as may be necessary or appropriate. The level of the report shall be at least a review by the Certified Public Accountants, and the Board shall determine on an annual basis whether or not audited financial statements are appropriate.

Article II **Membership**

The Corporation has no members. The rights which would otherwise vest in the members vest in the Board of Directors (the "Board") of the Corporation. Actions which would otherwise require approval by a majority of all members or approval by members require only approval of a majority of all Directors.

Article III **Directors**

Section 1. NUMBER

The corporation shall have at least five directors but not more than nine, as set forth below, plus non-voting ex officio Directors, if any. Collectively they shall be known as the Board. Upon the action of the Board, these Bylaws may be amended to alter the size or composition of the Board of Directors.

Section 2. POWERS

Except when the law provides, the Articles or these Bylaws otherwise provided, all of the Corporation's authority shall be vested in and exercised by the Board. To the extent permitted by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. DUTIES

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
- b. Meet at such times and places as required by these bylaws;
- c. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 4. ELECTIONS AND TERMS OF OFFICE

- a. The Interim Directors of the Corporation shall be:

James Trakas
Anne Trakas
Jay Carson
Sonya T. Boyd
Mike Domanick
Wendell Robinson

The Interim Directors shall serve until a Board of Directors is elected.

- b. The Board may elect any person who, in its discretion, it believes will serve the interests of the Corporation faithfully and effectively.
- c. Two of the initial five directors elected shall hold office for a period of three years, two shall hold office for a period of two years, and one or two for a period of one year. Thereafter each director shall hold office for a period of up to three years and until his or her successor is elected and qualifies. Each director's term of office shall be specified at the time of election. The term of no more than 40% of the directors shall expire in the same year.
- d. Any Director may, by written notice to the Board of Directors, resign at any time.
- e. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time.

Section 5. EX OFFICIO DIRECTORS

The Board of Directors may appoint one or more ex officio members of the Board of Directors. The individual holding the office of Executive Director of the Corporation shall be an ex officio member of the Board. Ex officio members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors. Except for the individual holding the office of Executive Director of the Corporation (who shall serve so long as he or she is the Executive Director), the term of an ex officio Director shall be for such time as the Board of Directors shall designate.

Section 6. COMPENSATION

A Director may be reimbursed, as authorized and approved by the remaining Directors, for expenses incurred in furtherance of the purposes of the corporation. Any payments to Directors shall be approved in advance in accordance with this corporation's conflict of interest policy, as set forth in Article 9 of these Bylaws.

Section 7. ANNUAL AND REGULAR MEETINGS

Annual Meetings of the Board of Directors shall be held each year during the first quarter of each fiscal year at a time and place, within or without the State of Ohio, designated by the Directors. Regular Meetings of the Board of Directors may be held at such other times and places as may be fixed by the Directors, however, the Board of Directors will meet at least quarterly upon the call of the Chair, or nay two other Directors.

Section 8. SPECIAL MEETINGS

Special Meetings of the Board of Directors may be held at any time upon the written call of the Chair or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 9. NOTICE OF MEETINGS

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate.

Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 10. WAIVER OF NOTICE

Notice of any meeting of the Board may be waived in writing, either before or after the holding of such meeting, by any Board of Director, which writing shall be filed with or entered upon records of the meeting. The attendance of any Board of Director at any meeting of the Board without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver of notice of such meeting.

Section 11. ACTION WITHOUT A MEETING AUTHORIZED

The Board may authorize actions by means of a writing or writings signed by all of the Directors, without a meeting.

Section 12. QUORUM FOR MEETINGS

Except as otherwise provided in these Bylaws, 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 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the articles of incorporation, these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 14. CONDUCT OF MEETINGS

The Chair shall employ such rules of order as the Chair deems appropriate in conducting meetings, except that each item placed for vote or other action shall be placed before the Board by motion of a member of the Board other than the Chair with a second by another member of the Board other than the Chair.

Section 15. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

Meetings of the Board of Directors or any committee of the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting.

Section 16. NONLIABILITY OF DIRECTORS

The Directors shall not be personal liable for the debts, liabilities, or other obligations of the corporation.

Article IV **Officers**

Section 1. DESIGNATION OF OFFICERS

The officers of the corporation shall be a chair, a vice chair, a secretary, and a treasurer. The corporation may also have one or more vice chairs, assistant secretaries, assistant treasures, and other such officers with such titles as may be determined from time to time by the board of directors.

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

The Officers of the Corporation may, but do not need to, 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 3. ELECTION AND TERM OF OFFICE

Officers shall be elected by the board of directors, at anytime, and each officer shall hold office for a period of one year, until he or she resigns, or is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Section 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the board of directors, at any time. Any officer may resign at any time by giving written notice to the board of directors or to the chair or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

Section 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair unless such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. DUTIES OF CHAIRPERSON

The Chairperson ("Chair"), subject to the control of the board of directors, shall supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the Chair shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members.

Section 7. DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice Chair shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

Section 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as

required by law. Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Section 9. DUTIES OF TREASURER

The treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Receive, and give receipt for, monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Exhibit at all reasonable times the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

Render to the Chair and directors, whenever requested, an account of any or all of his or her transactions as treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of treasurer and such other duties as may be required by law, by the articles of incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Be bonded for an amount to be determined annually by the Board.

Article V **Committees**

Section 1. EXECUTIVE COMMITTEE

The board of directors may, by a majority vote of its members, designate an Executive Committee consisting of not less than three but no more than five board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2), the number of the executive committee, and fill vacancies on the Executive Committee from the member of the board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Section 3. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the board of directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the board of directors or by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

Article VI **Indemnification and Insurance**

Section 1. GENERAL INDEMNIFICATION

The Corporation: (a) shall indemnify any person who was or is a party or is threatened to be

made a party to any threatened, pending or completed action, suit or proceeding, whether, civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a Director or volunteer of the Corporation, or while a Director or volunteer of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent, or volunteer of any other corporation domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise; and (b) may indemnify or agree to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than any action by or in the right of the Corporation) by reasons of the fact that he or she is or was an officer, employee, or agent of the Corporation, or while an officer, employee, or agent of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against expense (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement or conviction, upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the conduct was unlawful.

Section 2. SUITS BY THE CORPORATION

The Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation.

No such indemnification shall be made in respect of: (a) any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense as the court of common pleas or such other court shall deem proper; or (b) any action or suit in which the only liability asserted against a

Director is pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. INDEMNIFICATION FOR EXPENSES

To the extent that a Director, officer, employee, agent or volunteer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.1 and 6.2, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by the individual in connection with the action, suit or proceeding.

Section 4. DETERMINATION REQUIRED

Any indemnification under Section 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee, agent or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 and 6.2. Such determination shall be made by any one of the following: (a) the Board of Directors by a majority vote of a quorum consisting of Directors, who were not and are not parties to, or threatened with, such action, suit or proceeding; (b) if such a quorum is not obtained or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; (c) the Members; or (d) the court of common pleas or the court in which the action, suit or proceeding was brought. If any action by or in the right of the Corporation is involved, any determination made by the disinterested Directors or by the independent legal counsel under this Section 6.4 shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 6.2, and such person shall have the right, within ten days after receipt of such notification, to petition the court of common pleas or the court in which action or suit was brought to review the reasonableness of such determination.

Section 5. ADVANCES FOR EXPENSES

(a) Expenses (including attorney's fees) incurred by a Director or a volunteer in defending any civil or criminal action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, except where the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code, shall be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or volunteer in which he or she agrees to: (i) repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to action involved in act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interest of the Corporation; and

(ii) reasonably cooperate with the Corporation concerning the action, suit or proceeding.

(b) Expenses (including attorney's fees) incurred by a Director, officer, employee, agent or volunteer in defending any action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, may be paid by the Corporation as they are incurred in advance of the final disposition of the action, suit or proceeding as authorized by the Director in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent or volunteer to repay such amount of it is ultimately determined that he or she is not entitled to be indemnified by the Corporation.

Section 6. ARTICLE VI: NOT EXCLUSIVE

The indemnification authorized by this Article VI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles, common law, the Nonprofit Corporation Law of the State of Ohio, these Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. INSURANCE

The Corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf or for any person who is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provision of this Article VI. Insurance may be purchased from or maintained with a person in which the Corporation has financial interest.

Section 8. SECTIONS 6.1 AND 6.2

The authority of the Corporation to indemnify persons pursuant to Sections 6.1 and 6.2 of this Article VI does not limit the payment of expenses as they are incurred, indemnification, insurance or other protection that may be provided pursuant to another Section of Article VI. Sections 6.1 and 6.2 of this Article VI do not create any obligation to repay or return payments made by the Corporation under other Sections of this Article VI.

Section 9. DEFINITION OF "THE CORPORATION" AND "VOLUNTEER"

As used in this Article VI, references to "the Corporation" include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of such a constituent corporation, or is or was serving at the request of such constituent corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provision of this Article VI with respect to the new or surviving corporation in the same capacity. As used in this Article VI, references to a "volunteer" include any person defined as a "volunteer" with respect to the Corporation under Section 1702.01 of the Ohio Revised Code.

Article VII **Corporate Records, Reports, and Seal**

Section 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. CORPORATE SEAL

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments,

however, shall not affect the validity of any such instrument.

Section 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation.

Section 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspect shall include the right to copy and make extracts.

Section 5. PERIODIC REPORT

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article VIII

IRC 501(c)(3) Tax Exemption Provision

Section 1. LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this 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. Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. PROHIBITATION AGAINST PRIVATE INURNMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, directors or trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 4. PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article IX

Conflict of Interest Policy and Compensation Approval Policies

Section 1. PURPOSE

The purpose of the conflict of interest policy is to protect Southern Cleveland Drop Back In Inc., an Ohio non-profit corporation and tax-exempt organization (the "Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. DEFINITIONS

A) Interested Person. Any director, principal officer, or member of a committee with Corporate Board or Governing Board (collectively the "Board") delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

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

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3 (B), 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.

Section 3. PROCEDURES

A) Duty to Disclose.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all

material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement.

B) 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/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

C) Procedures for Addressing the Conflict of Interest.

1. An interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. 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.
3. After exercising due diligence, the Board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing 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 Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

D) Violations of the Conflicts of Interest Policy.

1. If the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. 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 a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, the action taken to determine whether a conflict of interest was present, and the Board's or committees decision as to whether a conflict of interest in fact existed.
- B) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. COMPENSATION

Any compensation received by Board members will be in compliance with State and Federal laws and/or regulations, and only after a vote of the board.

Section 6. ANNUAL STATEMENTS

Each director, principal officer and member of a committee with Board delegated powers shall sign a statement which affirms such person:

- A) Has received a copy of this Conflict of Interest Policy;
- B) Has read and understands the policy;
- C) Has agreed to comply with the policy; and
- D) Understands the Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

B) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organizations written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article X

Compensation Policy

Section 1. PURPOSE

The Compensation Policy (the "Compensation Policy") of Southern Cleveland Drop Back In ("Drop Back In"), an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure compliance with the Internal Revenue Service guidelines for approval of senior management compensation. The corporate board of directors of Southern Cleveland Drop Back In shall follow the following review and approval guidelines.

Section 2. INDIVIDUALS SUBJECT TO THIS POLICY ("COVERED INDIVIDUAL")

1. Chief Employed Executives: The individual or individuals who have the ultimate responsibility for implementing the decisions of Southern Cleveland Drop Back In's corporate board or for supervising the management, administration, or operations of Southern Cleveland Drop Back In, including Southern Cleveland Drop Back In's top management official and top financial official. If this ultimate responsibility resides with two or more individuals (i.e. co-presidents or co-treasurers) who may exercise such responsibility in concert or individually, then each individual shall be included.
2. Officers: The individual or individuals elected or appointed to manage Southern Cleveland Drop Back In's daily operations, such as president, vice-president, secretary or treasurer. The officers of an organization are determined by references to its organizing document, by-laws, and include, at a minimum, those officers required by applicable state law.

3. Key Employees: Individuals who are not a Chief Employed Executive or an Officer of Southern Cleveland Drop Back In, but who meet all of the following tests, applied in the following order:
- a. \$150,000 Test: The individual receives reportable compensation¹ from Southern Cleveland Drop Back In and all related organizations² in excess of \$150,000 for the calendar year ending with or within Southern Cleveland Drop Back In's tax year.
 - b. Responsibility Test: At any time during the calendar year ending with or within Southern Cleveland Drop Back In's tax year:
 - i. has responsibilities, power or influence over Southern Cleveland Drop Back In as a whole that is similar to those officers, directors, or trustees;
 - ii. manages a discrete segment or activity of Drop Back In that represents 10% or more of the activities, assets, income, or expenses of the organization, as compared to the organization as a whole; or
 - iii. has or shares authority to control or determine 10% or more of Southern Cleveland Drop Back In's capital expenditures, operating budget, or compensation for employees.
 - c. Top 20 Test: In addition to meeting the \$150,000 Test and the Responsibility Test, the individual is one of the top 20 most highly compensated employees (including all income from Southern Cleveland Drop Back In and related organizations) for the calendar year ending with or within Southern Cleveland Drop Back In's calendar year.
4. Highest Compensated Employees: One of the five highest compensated employees of Southern Cleveland Drop Back In whose reportable compensation (including all income from Southern Cleveland Drop Back In and related organizations) is greater than \$100,000 for the calendar year ending with or within Drop Back In's calendar year who are not also current officers, directors, or key employees of Southern Cleveland Drop Back In.

¹ Compensation that is reported on Form W-2, Box 5, or in Box 1 if the employee's compensation is not reported in Box 5, or Form 1099-MISC, Box 7, filed for the calendar year ending with or within the organization's tax year.

² An organization that stands in one or more of the following relationships to the filing organization: (1) Parent – an organization that controls the filing organization; (2) Subsidiary – an organization controlled by the filing organization; (3) Supporting/Supported – an organization that is (or claims to be) at any time during the organization's tax year (i) a supporting organization of the filing organization within the meaning of Section 509(a)(3), if the filing organization is a supported organization within the meaning of Section 509(f)(3), or (ii) a supported organization, if the filing organization is a supporting organization.

Section 3. PROCEDURE FOR APPROVING COMPENSATION

In reviewing and approving the compensation of any Covered Individuals, the Southern Cleveland Drop Back In corporate board of directors, or a delegated committee of the corporate board (the "Approval Body") will utilize the following process:

1. Impartial Decision Makers: The compensation arrangement must be approved in advance (before any payment is made) by the Approval Body of Southern Cleveland Drop Back In composed entirely of individuals who do not have conflict of interest with respect to the compensation arrangement (i.e. neither the executive whose compensation is being determined nor any of his/her family members may be present during the discussion/debate or participate in the vote).
2. Comparability Data: When the Approval Body is considering compensation to Covered Individuals, it must rely on comparability data that demonstrates the fair market value of the compensation in question (i.e. when creating compensation packages, the Approval Body must secure data that documents compensation levels for similarly qualified individuals in like positions at like organizations). This data may include the following:
 - a. expert compensation studies by independent firms;
 - b. written job offers for positions at similar organizations;
 - c. documented telephone calls about similar positions at both non-profit and for-profit organizations; or
 - d. information obtained from the IRS Form 990 filings of similar organizations.
3. Concurrent Documentation: The Approval Body must document how it reached decisions, including the data on which it relied. To qualify as Concurrent Documentation, written or electronic records of the Approval Body (i.e. meeting minutes) must note:
 - a. the terms of the compensation and the date it was approved;
 - b. the members of the Approval Body who were present during the debate on the compensation that was approved and those who voted on it;
 - c. the comparability data obtained and relied upon and how the data was obtained; and
 - d. any action taken with respect to the consideration by anyone who is otherwise a member of the Approval Body, but who had a conflict of interest with respect to the decision on the compensation.

Section 4. RECORDS

Southern Cleveland Drop Back In shall retain all records relating to compensation in accordance with Southern Cleveland Drop Back In's Record Retention and Destruction Policy.

Article XI

Code of Ethics Policy

Section 1. PURPOSE

The following Code of Ethics (the "Code") of Southern Cleveland Drop Back In, Inc. ("School"), an Ohio non-profit corporation and tax exempt organization, is intended to guide ethical decision making by its directors, officers and staff members. The Code is based on the following key values:

1. Respect for all persons.
2. Transparency for our actions.
3. Responsibility for our decisions and their consequences.
4. Accountability for our actions.
 - a. We are committed to being responsible, transparent and accountable for all our actions.
 - b. We are committed to avoiding conflicts of interest.
 - c. We are committed to complying with the spirit and the letter of all applicable laws.
 - d. We are committed to treating our staff members with respect and fairness in a workplace that safeguards the rights and welfare of all.
 - e. We are committed to a philanthropic and educational community that is transparent and accountable.

Section 2. POLICIES AND PROCEDURES SUPPORTING THE CODE OF ETHICS

The School has a number of policies and procedures in place to assume ethical conduct. The following are examples of the major policies and procedures that support and reflect our Code:

1. The School has a detailed Conflict of Interest Policy to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or may result in a possible excess benefit transaction. If any conflict is found, the officer or director must abstain from voting on the particular proposal and the abstaining officer or director is not counted toward a quorum for a vote.
2. The audit committee was established in March 2010. The audit committee selects the independent auditor; reviews the quality and integrity of The School's annual

financial statements; oversees the performance of The School's internal accounting functions; and handles complaints and concerns regarding corporate accounting practices, internal controls and auditing matters in accordance with The School's Whistleblower Policy. All current members of the audit committee are financially literate.

3. There is no salary compensation of the officers and directors of The School except as provided within these Bylaws.

Article XII

Nondiscrimination Policy

Southern Cleveland Drop Back In, Inc., an Ohio non-profit corporation (the "School"), admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. The School does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other School administered programs.

The School will ensure that this policy is placed in all literature of the School, including, but not limited to, public notices, student handouts, promotional materials, etc.

The School will maintain records to support this policy as required by Internal Revenue Procedure 75-50.

Article XIII

Amendment of Bylaws

Section 1. AMENDMENT

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of the articles of incorporation, may be altered, amended, or repealed and new bylaws adopted by approval of the board of directors.

Article XIV

Construction and Terms

If there is any conflict between the provisions of these bylaws and the article of incorporation of this corporation, the provisions of the articles of incorporation shall govern.

Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

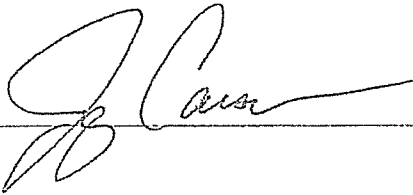
All references in these bylaws to the article of incorporation shall be to the articles of incorporation, articles of organization, certification of incorporation, organizational charter, corporate, charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

ADOPTION OF BYLAWS

We, the undersigned, are all of the initial directors or incorporators of this corporation, and we consent to, and hereby do, adopt the foregoing bylaws, consisting of twenty-five (25) preceding pages, as the bylaws of this corporation.

Dated: 3/4/10

1) 

2) Sonya Beep

3) Michael Doink

4) 

5) Anne Kennedy Trakas

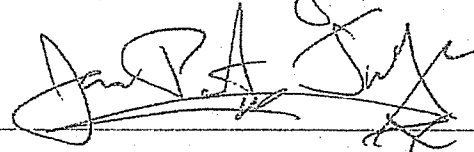
6) 

Exhibit A:

FIRST AMENDMENT TO BYLAWS/CODE OF REGULATIONS

George V. Voinovich Reclamation Academy

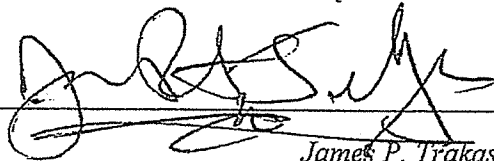
The Governing Authority (the "Board") of Southern Cleveland Drop Back In, dba George V. Voinovich Reclamation Academy (the "School"), a non-profit corporation organized under the laws of the State of Ohio, hereby amends the Bylaws/Code of Regulations as follows:

Insert, under Section 4 ELECTIONS AND TERMS OF OFFICE, the following new language:

"f. Member(s) of the Board of Directors that remain absent for three (3) or more consecutive, regularly scheduled meetings of the Board of Directors shall automatically forfeit their membership on the Board of Directors. The Secretary of the Board shall inform the member, in writing and in a timely manner, of his/her automatic forfeiture of membership after missing the third meeting. The removed member may submit to the remaining Board members a written request to be allowed to remain on the Board and an explanation of the reasons for missing the meetings. At the next regularly scheduled meeting of the Board, the remaining members of the Board of Directors shall submit for consideration resumes of new, potential board members to be appointed by a majority vote of the remaining members a new member which shall serve out the remaining term of the forfeited member's term on the Board of Directors. Nothing in this section shall preclude the Board of Directors from reappointing the same Board member if their written response is timely received, and found compelling by the majority of the Board members present and voting at that meeting."

* A member of the Board upon request may submit, a leave of absence request, and the Board may act upon and accept the leave of absence not to exceed three(3) consecutive meetings.

Executed and adopted by a vote of the Board on this 16 day of MAY, 2014.



James P. Trakas, Chairman
George V. Voinovich Reclamation Academy

RESOLUTION

FIRST AMENDMENT TO BYLAWS/CODE OF REGULATIONS

George V. Voinovich Reclamation Academy

The Governing Authority (the "Board") of Southern Cleveland Drop Back In, dba George V. Voinovich Reclamation Academy (the "School"), a non-profit corporation organized under the laws of the State of Ohio, hereby acknowledges and resolves as follows:

IT IS HEREBY ACKNOWLEDGED that in an effort to retain engaged members of the board and to enable the efficient and effective governance of the School, the Board of Directors expects members of the Board of Directors consistently attend board meetings.

IT IS HEREBY ACKNOWLEDGED that members of the board will actively attend board meetings and be actively engaged in school governance so as to be beneficial to the school, the mission of the Board, and supports the fiduciary duty to the non-profit corporation.

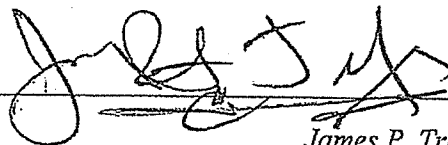
IT IS HEREBY RESOLVED that the Board of Directors shall adopt the First Amendment to the Bylaws/Code of Regulations, as reflected in Exhibit A, attached hereto and incorporated herein as restated.

APPROVAL AND ADOPTION

Upon motion duly made by Sonya Boyd, seconded by Aaron Berg,

Board Member Name/Initials	YES	NO	Other (Not Present, Abstain, etc.)
James P. Trakas	✓ <i>JP</i>		
Aaron Berg	✓ <i>AB</i>		
Sonya Boyd	✓ <i>SB</i>		
Michael Domanick			<i>NOT PRESENT</i>
Monica Williams	✓ <i>MW</i>		

Executed and adopted by a vote of the Board on this 16 day of MAY, 2014.



James P. Trakas, Chairman
George V. Voinovich Reclamation Academy

Board Name: George Voinovich

Member's Name	Term Expiration Date	Board Role	E-mail	Address	City, State, Zip	Phone Number (s)	Preferred Phone Number
Sonya Boyd	6/30/2023	Chairwoman	sonyaschoolboard@gmail.com	13801 Woodward Boulevard	Garfield Hts. OH 44125	216-287-0898	Cell
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Financial Policies and Controls Manual

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Fiscal Management Overview

Massa Financial Solutions (MFS) strives to reflect sound economic and accounting policies in the operation of the Schools it serves. MFS believes that having established procedures and strong internal controls is an integral part of delivering the educational model and achieving the overall School mission.

MFS has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

MFS utilizes SAGE 50 Accounting Software to record the financial transactions of the Schools it serves. This same software is used to generate all of the financial statements and related reports that are presented to stakeholders such as the Board of Directors, Authorizers, and Departments of Education. The accounting system is maintained on a remote server in Cleveland, Ohio that is secured and backed up on a daily basis, thus providing piece of mind to MFS clients that its financial systems are protected. (see Disaster Recovery Plan at end of this document) Additionally, MFS utilizes a secure cloud environment called BOX.com to store scans of all School financial records generated during the course of an engagement with MFS. Finally, as described in the Payroll section of this document, MFS strongly encourages the use of ADP payroll service. This service not only ensures that the School will remain in compliance with its tax reporting and filing obligations, but that all payroll records are protected and available for viewing at any time through password restricted access to the School's private payroll portal.

Finally, MFS employees high quality individuals with several years of charter school experience dating back to 1999. Many of the team members are credentialed as CPAs or have expertise in School Finance. MFS always maintains appropriate levels of professional services insurance or bonds, as required.



Bank Accounts

General

Bank accounts will be maintained at a financial institution as designated by the Board of Directors. If necessary, separate accounts will be established to account for Payroll expenses and Operating Expense separately. The School Fiscal Officer will maintain online access to these accounts via the bank's website which will allow for regular and timely monitoring of the financial transactions in the school's accounts.

Reconciliation

On at least a monthly basis, the School Fiscal Officer shall reconcile the bank account activity and the activity posted in the School's accounting system. Any reconciling items requiring attention will be adjusted prior to the completion of the following month's bank reconciliation. All reconciliations completed in the system will be published as a standard part of the School's monthly financial package.

Authorized Signatories

Certain designated individuals will be authorized to conduct business on the School's accounts. Such individuals shall be approved by resolution of the Board of Directors and also be on the appropriate signature card on file at the bank. It is recommended that all checks have two signers. Positions authorized for this access could be:

- CEO/ School Leader
- Board President
- Fiscal Officer



Investments

General

If there are sufficient balances on hand, the School may wish to invest a certain amount of School reserve funds in authorized investment vehicles. The Board of Directors shall be solely responsible for authorizing and establishing the School's investment strategy. MFS may assist the Board in this effort by providing information and analysis of eligible investment options, as well as, executing investment transactions.

All investments of the School shall be as permitted under current Ohio law.



Revenues

State and Federal Programs

Revenues of the School will primarily consist of direct deposits of monies from the State for various State and Federal Programs. Currently, the Schools receive monies from the following sources:

- State Aid (based on the formula)
- National School Lunch and Breakfast Reimbursement
- Title I, IIA, and IDEA Funds, as applicable

Receipts of direct deposits from these sources are recorded as revenue according to their source in the month they are received. However, monies received under the grant programs are credited against an established receivable in the SAGE 50 accounting system in the month they are received. The School's policy is to recognize revenue under the grant programs at the time eligible expenditures are incurred (done monthly) and to establish a receivable for the grant cash that is to be drawn down to cover those expenditures.

Miscellaneous Cash Receipts

General

From time to time, Schools may receive cash on-site. This may be related to special events admissions, book fairs, fundraising, donations or other such sources. Regardless of the source, it is important for the School to account for and safeguard all cash or cash equivalents (checks and money orders) received. To the extent possible, it is recommended that all cash be placed in a combination safe that is kept in the School leader's office. If this is not possible, any monies should, at a minimum be secured in a locked drawer or cabinet.

Revenues – Page Two

Cash Journal

Once money has been received on-site, the School Leader or their designee shall be responsible for logging the amount in the Cash Journal. Each entry should be specific as to the date, the amount, the nature of the receipt, as well as, the initials of the individual making the entry. On a weekly basis, this log should be sent via email to the School Fiscal Officer for review.

Deposits

On a regular and no less than bi-weekly basis (dependent on the amount on hand), the School Fiscal Officer will make arrangements with the School to pick up the monies and deposit it in the School's bank account. All monies shall be recounted at the time of pickup. In order to evidence that this transaction has occurred, the Fiscal Officer will sign and date the cash journal.

Prior to deposit, all cash should be bundled and any checks/ money orders endorsed "For Deposit Only". Once the monies have been deposited, the deposit receipt from the bank shall be maintained with the School's other financial records and be available for review and audit at all times. This activity will also be recorded in the general ledger and reconciled with other cash activity on a monthly basis.



Accounts Receivable

AR – Federal Funds Expended

As described in the Revenue policy, the School will establish a receivable for the amount of Federal monies expended under the Federal programs in any given month. Once the cash request is generated, and the funds are deposited, the receivable will be credited.

AR - Other

To the extent required, the MFS will generate invoices to outside entities/agencies on behalf of the School. Such invoices will be generated through the SAGE 50 accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Fiscal Officer will deposit the funds and credit the appropriate invoice in the accounting system.

AR Monitoring

On a regular basis, no less frequently than monthly, outstanding amounts left unpaid will be reviewed for collectability by the Fiscal Officer. After an amount has remained uncollected after 90 days, a determination will be made (based on the specific circumstances that may exist) as to what action will be taken on the invoice.



Requisition Policy

General

The School Fiscal Officer is responsible for assuring that all purchases are appropriate and necessary. Therefore, the following policy will be utilized by all staff of the School to requisition needed goods or services.

Requisition Initiation

The purchasing process is initiated when a staff member submits a purchase requisition via email to the School Leader or Business Manager (if one exists).

All requisitions from staff must be sent using the established Requisition Form. This form should be completed in full and attached to the email sent to the address established for requisitions. Requisitions not in the prescribed format will not be approved.

Additional requisitions less than \$1,000 may be made as authorized by the School Leader/ Board of Directors/ School Fiscal Officer via email approval. Requisitions under \$100 may be authorized by the School Leader/ Board of Directors/ Fiscal Officer via verbal approval.

Fiscal Approval

Once the Requisition has been approved by the School Leader or Business Manager, it will then be forwarded to the School Fiscal Officer for budget review and approval. If there are insufficient funds available in the budget or the Fiscal Officer has questions about the requisition, the form will be returned to the originator who will modify the request and return it to the Fiscal Officer. If the modifications are satisfactory, the Fiscal Officer will then approve the requisition and return it to the School for procurement.

Requisition Policy - Page Two

Placing Orders

Once the School receives an approved requisition, the order will be placed. If required by the vendor, a PO may have to be generated. Completed POs will then be used as the basis for contacting the appropriate vendor and placing the order. Only one individual at the School should be authorized to actually place orders with vendors. When orders are placed, the billing address should always be stated as:

School Name

Attn:

School Address

City, State, Zip

Receiving

Once goods and services are received, packing slips shall be reviewed by the receiver. If the goods or services are accurate, the packing slip will be initialed by the receiver and submitted to the Accounts Payable contact at MFS to be matched with the invoice and Purchase Order (or approved requisition) prior to any payment being made. The Accounts Payable process is addressed in a separate policy.

Enforcement

Please note that adherence to the Requisition Policy as described above is of significant importance. Requisitions made outside of this process will not be recognized as liabilities of the School, but of the individual initiating such an order. Exceptions to this policy are only permitted with the express written approval of the School Fiscal Officer. Further, any violation of this policy by members of the School staff may result in disciplinary action.



Procurement Policy for Federal Grants

Policies developed in accordance with federal guidelines in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**2 CFR §200**).

Purpose of these Procurement Standards/Policies

To clarify Federal requirements and procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

School (Recipient) Responsibilities

The standards contained in this section do not relieve the School (recipient of Federal funds) of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the Federal awarding agency, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

Codes of Conduct

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The School may take appropriate disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

Competition and Cost/Price Analysis

All procurement transactions must be conducted in a manner that provides, to the maximum extent practical, open and free competition. This means that, even if it seems like a "good deal," grantee agencies (the School or program) cannot make the purchase until a *cost/price analysis* has been done, or other vendors also are given consideration

Cost analysis is the review and evaluation of each element of cost to determine whether it is reasonable, allocable to that grant program, and an allowable cost for that grant program. *Cost analysis* involves an examination of all the elements used in calculating a contract's total estimated cost. For example, when fixed-price contracts are based on cost estimates, grantee agencies should perform a cost analysis to determine the reasonableness of the prices. Every cost element listed in the vendor's offer must be examined. Additional cost analysis should be done if there are contract modifications that introduce new conditions or more current information is needed.

***Price analysis* involves a comparison of marketplace prices. There are various ways to conduct a price analysis. These include comparing offered prices including discounts with those listed in commercial catalogs, or with those recently submitted for similar services. It can be done, for example, by comparing the price quotes submitted by vendors, or by telephoning other vendors to obtain their market price, or simply by comparing published market prices (such as from a classroom supply catalog, for example).**

Soliciting competitive bid prices from vendors might be done in different ways. For example, a grantee agency could get vendor prices by advertising in newspapers, sending letters to prospective vendors, telephoning prospective vendors, or even by comparing prices in office supply catalogs.

The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Also, to eliminate unfair advantage, contractors who develop or draft grantee applications or contract specifications or requirements (or statements of work, invitations for bids or requests for proposals) must be excluded from the competition for that procurement.

Procurement Policy for Federal Grants – Page Three

Solicitations for bids should clearly state all the requirements the vendor must fulfill in order for the bid or offer to be evaluated by the grantee agency. The procurement should be given to the vendor whose bid or offer is responsive to the solicitation, and is the most advantageous to the grantee agency (considering price as the primary factor, quality, and other applicable factors). Any and all bids or offers may be rejected when it is in the grantee agency's interest to do so. This means that grantees do not have to accept the lowest bid received because other factors, such as quality of the product or service record of the vendor, also may be considered by the grantee in making the decision.

Small Purchases (< \$2,000)

Purchases under \$2,000 require little formal documentation; they are likely to be catalog purchases, with prices that are readily available from many vendors. A quick notation or copy of prices checked from at least one other source should be attached to the order or noted in the file. Conduct all procurement transactions in a manner that maximizes opportunities, increases quality (if a factor), and reduces the cost of the purchase.

Medium/Small Purchases (\$2,000 to \$10,000)

Purchases from \$2,000 to \$10,000 should have telephone or other quotations and simple purchase or performance descriptions. Inquire in the open market to ensure an advantageous price and quality. The file should document the inquiries made and offers received from at least three sources.

Medium/Large Purchases (\$10,000 to \$100,000) – Up to the “Simplified Acquisition Threshold” (currently \$100,000)

Purchases from \$10,000 to \$100,000 should be treated more formally, though the acquisition procedures can still be somewhat streamlined. Consider using mini-proposals for negotiated acquisitions; more formal purchase and performance descriptions should be included, with bid response requirements spelled out. To ensure that you have an adequate number of bidders, you may wish to advertise and devise pre-qualification procedures aimed at vendors who offer goods and services that you use often. Purchases over \$10,000 require greater documentation of cost allowability, need for the procurement, and the vendor selection.

Request competitive quotes, orally or in writing, from at least three different sources. The file shall document each invitation made and offer received. All requests for proposals shall contain the phrase “Equal Opportunity Employer.”

Procurement Policy for Federal Grants – Page Four

Document Prices: Maintain files on all quotations solicited and offers or bids received and any criteria for selection. In all instances in which the lowest bid is not awarded in the contract, justification for the selection must be contained in the file.

General Procurement Procedures

(a) Federal procurement procedures require at a minimum, (1), (2) and (3) below.

(1) Recipients must avoid purchasing unnecessary items.

(2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical method of procurement for each Federal Government grant expenditure.

(3) **When soliciting competitive bids for goods and services**, the solicitation process must provide for all of the following.

(i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

Procurement Policy for Federal Grants – Page Five

When soliciting bids for goods or services, recipients of Federal awards shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's businesses.

(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient, but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension." Recipients shall comply with the nonprocurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Procurement Policy for Federal Grants – Page Six

No contract shall be made with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the Simplified Acquisition Threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

(e) Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(1) A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this Circular.

(2) The procurement is expected to exceed the "Simplified Acquisition Threshold" (currently \$100,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product.

(4) The proposed award over the Simplified Acquisition Threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the Simplified Acquisition Threshold.

Procurement records. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. For price analysis, this would mean keeping copies of all the documentation of the prices and vendors that were compared, identifying which vendor was chosen, and stating why that vendor was chosen. For cost analysis, it would mean keeping written documentation of the determination of whether a cost was reasonable, allocable to that grant, and allowable for that grants.

Procurement Policy for Federal Grants – Page Eight

In addition, the procurement records for **purchases in excess of the** Simplified Acquisition Threshold (currently \$100,000) shall include the following at a minimum:

- (a) Basis for contractor selection,
- (b) Justification for lack of competition when competitive bids or offers are not obtained, and
- (c) Basis for award cost or price.

Contract administration. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients (Linfield School person overseeing the grant) shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

Contract provisions. The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

(a) Contracts **in excess of the** Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms and provide for such remedial actions as may be appropriate.

(b) All contracts **in excess of the** Simplified Acquisition Threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows.

Procurement Policy for Federal Grants – Page Nine

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

(d) All negotiated contracts (**except those for less than the** Simplified Acquisition Threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(e) All contracts, **including small purchases**, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this Circular, as applicable.

Costs

All allowable costs will be determined by **OMB 2 CFR §200**, FARs, and/or by the granting entity through grant manuals or award terms and conditions.

For Federally Sponsored awards, allowable costs generally fall within these guidelines:

1. Costs must be reasonable. This is defined as the action that a prudent person would take under the circumstances.

Procurement Policy for Federal Grants – Page Ten

2. Costs must be allocable to federally sponsored agreements under the principles and methods described in OMB A-21. (See OMB Circular A-21; Unallowable Costs.)
3. Costs must be given consistent treatment through application of Generally Accepted Accounting Principles (GAAP) appropriate to the circumstances as dictated by Cost Accounting Standards (CAS). This includes the use of account codes for cost classification.
4. Costs must conform to any limitations or exclusions set forth in OMB Circular A-21 or in the sponsored agreement as to types or amounts of cost items.

Cost Classification: Assigning Account Codes

The administration of a contract or grant project involves identifying all costs associated with it. Cost information is needed both to manage the internal affairs of the School and to satisfy external requirements. An account code is assigned to each cost to classify the expenditure according to goods or services received.

Allowable Direct Costs

Direct costs are expenditures associated with grants, contracts, and cooperative agreements that are necessary for and can be identified with the performance of a specific sponsored project. Direct costs of a sponsored project include all personnel costs charged to the project, expenditures for supplies and equipment, travel expenses, printing, other service department charges, and any other expenses specifically identified with the project.

Principal Investigators should refer to the award document for requirements or restrictions specific to the project. For assistance with specific questions contact the Grant Coordinator or anyone who is specifically in charge of a grant funded program.

Unallowable Costs

Unallowable functions, such as lobbying, public relations, and fund raising, are groups of costs that due to the nature of the function will make the expenditure unallowable. For example, salaries and wages are generally allowable costs; however, those same salaries and wages incurred for the benefit of a fundraiser are unallowable. Therefore, the function makes the expenditure unallowable.

Procurement Policy for Federal Grants – Page Eleven

Some unallowable costs, such as alcoholic beverages, are types of expenditures that are specifically unallowable by law, regulations and/or contract terms. See OMB Circular A-21 section J. Both unallowable costs and expenses connected with unallowable functions must not be direct charged to sponsored agreements. Other costs, such as utilities and building maintenance are unallowable as a direct cost unless approved in the proposal process and by the sponsor.

Facilities and Administrative Costs (Formerly Indirect Costs)

Facilities and Administrative (F & A) costs are expenditures associated with a grant, contract, or cooperative agreement that cannot be directly charged to nor specifically identified with individual sponsored projects. These costs include maintenance of physical facilities, library services, administrative services, and departmental administration. In general, F&A costs involve expenditures necessary for the development and maintenance of an environment conducive to research and other sponsored projects.

Most grants and contracts provide for the recovery of F&A costs incurred in their executions and management. The recovery is based upon negotiated rates and assessed to individual projects on a percentage basis. The negotiation is based on a review of the School's costs and assessment of the reasonableness of the charges.

In most cases, F&A costs for a sponsored project are calculated by multiplying the approved F&A rate and the wages paid on the award. F&A cost is charged based upon the rate and base in the approved award, up to the federally negotiated rate. Slight F&A cost adjustments may be made manually by the Grants Coordinator during the award closeout process.



Accounts Payable and Cash Disbursements

All vendor invoices are received by School personnel and forwarded to the Fiscal Officer. Once an invoice is received it is reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) If a purchase order was issued for the particular good or service invoiced for, it is closed and then matched to the invoice. Once the documents are matched, the Fiscal Officer will assign the specific expense account that should be charged based on the type of cost incurred.

On a daily basis, invoices that are ready to be paid are then entered into the School's SAGE 50 accounting system and then posted to the general ledger. An Accounts Payable Aging report is then generated by the system weekly and reviewed by the Fiscal Officer. Based on available cash balances, checks are then prepared for selected invoices, signed, and sent to vendors on at least a weekly basis. If special circumstances warrant and the Fiscal Officer approves, checks may be cut outside of the normal check run.

In order to determine the completeness of accounts payable at the end of each fiscal year, the Fiscal Officer will review all invoices paid by the School after yearend (6/30/XX) during the months of July and August (the "review period"). The review will primarily focus on the date that services were rendered or the period for which the charge is intended to benefit. The review will only apply to individual invoices that exceed \$1,500. Each item reviewed will be evaluated to determine if it was properly included or properly excluded from the School's accounts payable listing at 06/30/XX. If adjustments are required to properly classify items reviewed, they will be posted in real-time to the SAGE 50 accounting system as they are identified. Items identified outside of the review period that should be included in the School's accounts payable listing at 06/30/XX, should be brought to the Fiscal Officer's attention for a final determination on how the item will be recorded.

Checks are signed electronically by authorized signatories (See Bank Accounts Policy) using the MFS check writing software. The checks and the appropriate back-up documents are then assembled and presented for final review by the Fiscal Officer. Any corrections needed are made immediately. Once the review is completed and any necessary corrections made, the check is then authorized for release and the supporting documents are uploaded to a secure cloud environment. No manual checks are authorized without consent of the Fiscal Officer.

Finally, all other disbursement transactions outside of the procedures described here require specific approval from the School Fiscal Officer (i.e., transfers, cashier's check, withdrawals) and without such approval are unauthorized.



Purchasing Card (“PEX Card”) Policy

The purpose of the School PEX card is to facilitate small purchases for the School when other means are not practical or efficient. The card is not a credit card nor a debit card. The card is a purchasing card intended to facilitate small dollar purchases via a pre-authorized funding of the card. This policy shall govern the appropriate use of the School’s card and accounting for any card activity.

GENERAL

1. The Fiscal Officer will be responsible for the issuance, account monitoring, card retrieval or cancellation, and generally for overseeing compliance with the PEX Card Policy. The PEX card will be issued in the name of the Fiscal Officer and/or an employee designated by the Fiscal Officer.
2. The Fiscal Officer or an employee designated by the Fiscal Officer may use the PEX card, only for goods or services for the official business of the School.
3. Documentation detailing the goods and services purchased must be submitted through the standard requisition process and approved before payment with the card can occur.
4. The School will use disciplinary measures consistent with current law for any unauthorized use.
5. Any benefits derived from the use of the PEX card will be the property of the School.
6. The PEX card account will be funded prior to purchase being made. The School accepts full responsibility for funding the PEX card.

PEX CARD GUIDELINES

A VISA PEX card will only be issued to the School Fiscal Officer and those designated by the Fiscal Officer to receive a card. It will be honored for School business by any vendor or merchant who accepts the card. The PEX card credit limit will be limited to the approved amount for the purchase(s) being made.

PEX Card Policy – Page Two

Purchases made via the PEX card must comply with the School's financial policies and purchasing guidelines. This card in no way changes such policies. It simply provides another method for making certain payments.

Violations of this Policy and Guidelines may result in revocation of use privileges and termination of employment. Anyone who has inappropriately used the PEX card will be required to reimburse the School for all costs associated with such improper use.

CARD USAGE PROCEDURES

All PEX card transactions can be performed over the internet, over the phone, or in person by authorized individuals. When the PEX card is used, the following guidelines shall be used.

1. Plan expenditures in advance and obtain appropriate approvals in accordance with School purchasing and requisition policies.
2. Once approved, proceed with the purchase. Tell the merchant that payment will be made with the School's PEX card and that it is a non-taxable purchase. If it is an internet, phone or mail order, give the merchant the card number and expiration date.
3. Ensure all receipts are itemized.
4. Retain all receipts and PEX card slips for audit purposes.

TAX EXEMPTION

Individuals making the purchase must notify the vendor or merchant that the PEX card transaction should be tax exempt, as it is for goods or services to be used by the School. If requested, the standard Ohio Sales Tax Exemption Certificate should be presented to the vendor for audit purposes.

ALLOWABLE CHARGES

In general, the PEX card may be used for the following expenses:

1. Travel expenses
2. Conference registration fees.
3. School Materials
4. Small Equipment purchases (less than \$500)
5. Supplies

The PEX card may not be used for personal use, items not covered by the categories listed above, or for non-School use.

PEX CARD SECURITY

Authorized users of the PEX card are responsible for its protection and custody, and must keep the card in a secure location at all times. The Fiscal Officer will maintain ultimate control of the PEX card through the PEX secure website. If a card is lost or stolen, the Fiscal Officer must be notified immediately so that the card can be disabled.

ACCOUNTING PROCEDURES

Credit card statements, along with receipts for all items to be paid by the School will be reconciled on a monthly basis by the Fiscal Officer. This will include reconciling original receipts to the statement transactions. Receipts must show the date, purpose, and name(s) for which the expense was incurred.

The Fiscal Officer or designee will then assign an account code to each charge and record all activity in the School's general ledger on at least a monthly basis.

The Fiscal Officer must retain the approved PEX card statements and accompanying receipts on file in accordance with the School's Record Retention Policy.



Payroll and Related Liabilities

The School Leader or designated official is responsible for the monitoring the hiring or employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels approved in the annual budget.

MFS strongly encourages each of its clients to use Automatic Data Processing (ADP), a national payroll provider, to execute its semi-monthly payroll. This will help ensure a timely execution of payroll, the filing of required returns, and overall compliance with current tax laws.

A designated School representative will work closely with MFS to collect all employee paperwork necessary to create an employment profile in the ADP payroll system. All contracts are paid equally over 24 pays unless otherwise designated by the Board of Directors. Additionally, all contracts are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc) are forwarded to the School Leader for review and approval prior to entering the change into the ADP payroll system and employee records.

The School is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to School Administration and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from employee's pay.

Enrollments and notices for all insurances and other deductions are submitted to School Administration on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the School and MFS.

Upon the completion of preparing the semi-monthly payroll in the ADP system, a "Payroll Preview" is generated by the School and submitted to the Fiscal Officer for review. If no changes are necessary, the Fiscal Officer then authorizes the School to submit the payroll for processing and payment. At the same time, the Fiscal Officer transfers the funds necessary to cover payroll from the Operating account to the Payroll account.

Payroll accounts are reconciled by the Fiscal Officer on a monthly basis.



Capital Assets, Federally Funded Equipment, and Inventory

The School will follow a policy of capitalizing individual assets costing greater than \$5,000 or other thresholds as approved by the Board of Directors.

The School through the direction of the Fiscal Officer will maintain a record of all assets owned by the School and meeting the criteria for capitalization in a Schedule of Capital Assets.

The Schedule shall include than the following information:

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

All depreciation expenses related to the maintaining of these assets will be calculated using the estimated useful lives of the individual assets and recorded in the financial statements of the School through a posting to the SAGE 50 accounting system. Depreciation shall be adjusted in the system on at least a quarterly basis.

At least annually, a physical inventory of the School will be performed by School personnel and reviewed by the Fiscal Officer.

All requests for removal of surplus property, deletions and discards must be approved by the Board of Directors. All requests must be processed through the Fiscal Officer who will review the request and determine if it is reasonable. In no case should equipment be removed or discarded without prior authorization from the Board.

For Federally funded assets, items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

Items greater than \$5,000 must have the approval of the Federal awarding agency. If disposition instructions are not provided within 120 days of the initial request, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity

or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

Additional Federal Considerations (excerpt of 2 CFR 200.439)

The following rules of allowability must apply to equipment and other capital expenditures made from Federal funds:

- (1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity (Ohio Department of Education).
- (2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity (Ohio Department of Education).
- (3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See § 200.436 Depreciation, for rules on the allowability of depreciation on buildings, capital improvements, and equipment. See also § 200.465 Rental costs of real property and equipment.
- (4) When approved as a direct charge pursuant to paragraphs (b)(1) through (3) of this section, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- (5) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the Federal cognizant agency for indirect cost.
- (6) Cost of equipment disposal. If the non-Federal entity is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment the costs of such disposal or transfer are allowable.
- (7) Equipment and other capital expenditures are unallowable as indirect costs. See § 200.436 Depreciation.



Business Expense Reimbursement

Employees and Board Members of the School are entitled to reimbursement of business related expenses associated with their performance of official school business. Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates. Guidelines for reimbursement of business related expenses for School employees are covered more substantially in a separate “Business Expense Reimbursement Policy”.

Reimbursement requests must be submitted on a standard form (provided by Fiscal Officer) and completed with all required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual seeking reimbursement and their immediate supervisor.

All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Fiscal Officer for processing under the Accounts Payable guidelines.

Expenditures for any items not specifically covered by the “Business Expense Reimbursement Policy” are strictly prohibited and are not reimbursable to the employee, unless pre-approved by the School Leader.



Budgeting

The Board of Directors will annually adopt an operating budget for the upcoming School year. The Operating Budget is prepared under the direction of the Board, its designees, and the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board with input from the Fiscal Officer and School personnel.

Increases, decreases, or other adjustments to the final operating budget that become necessary throughout the year must be presented to the Board for approval. Once approved, the change is recorded in the budget and updated in the SAGE 50 accounting system by the Fiscal Officer. A revised budget is then issued and becomes the new operating budget for the School.

At each regular meeting of the Board AND upon close of each fiscal year, the Fiscal Officer shall present to the Board a Statement that compares YTD actual results to the YTD budget.



Grant Programs

All applications for supplemental grant funding through State and/or Federal sources (such as Title I, Title IIA, and IDEA funds) require approval of the Board.

Upon receipt of an award notice, a budget document is prepared and then submitted to the Fiscal Officer for review and processing. Once approved by the Fiscal Officer, it is then approved by the Authorized Representative (typically the School Leader) and then forwarded to the Department of Education for review and approval.

Final approved budgets are returned to the Fiscal Officer and are made part of the School's operating budget. The Fiscal Officer is then responsible for monitoring grant award budgets. The School official or program coordinator acts a control agent and is responsible for monitoring any specific compliance issues related to the grant.

Project Cash Requests

Project cash requests related to approved grant programs will be completed and submitted once a month. For the most part, requests for program cash will be supported by expenditures made by the school in the month prior (negative cash request). If there is cash on hand at the time a project cash request is made, this will be taken into consideration and adjusted on the request accordingly.

Final Expenditure Reports

At the conclusion of each Program period and by the due date required (typically September 30th), the School shall submit Final Expenditure Reports for each program detailing and certifying the total amounts expended or obligated during the reporting period. All amounts reported on the Final Expenditure Report shall be supported by underlying financial records that reflect amounts paid to eligible employees and vendors.

Overall, the School shall follow all applicable provisions of the Education Department General Administrative Regs (EDGAR).



Month End Closing Procedures

On a monthly basis, MFS staff will conduct a series of closing procedures to ensure the monthly statements are reconciled and reflective of the true financial position of the School. Upon a final review by the Owner/ Partner, MFS will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Revenues, Expenses, and Changes in Net Assets (Income Statement)
- Statement of YTD Budget versus YTD Actual
- YTD Check Register
- Bank Reconciliation for all accounts
- Accounts Payable Aging

These documents will be presented to the Board of Directors at the regularly scheduled meetings for approval. On a monthly basis, the financial statements will be also submitted to the School's Sponsor according to their required schedule.



Community School Funding Adjustments

In Ohio, ORC Section 3314.08 provides that funding for community schools is primarily driven by enrollment that is calculated on an annualized full-time equivalent basis or “FTE”. These calculations are based on the monthly submission of specific student data into EMIS. At the end of the year, a final EMIS submission is done and funding is adjusted accordingly. In addition to changes in data, FTE adjustments may also occur through FTE reviews conducted by the ODE to verify the accuracy of data reported. Through either the data submission process and/or an FTE review, adjustments are determined on an annual basis by comparing these “final” results to what the revenues the School actually received during the fiscal year. These adjustments may result in either additional funds being owed to the School (receivable)...or additional funds being owed by the School (payable).

MFS staff will continuously monitor the monthly ODE Settlement Reports and the posting of Final FTE Adjustment Listings on the ODE website for information on necessary adjustments. MFS will also monitor the results of any FTE review for any additional adjustments that may be required. MFS will record all such adjustments (positive or negative) at the time that they are identified. Generally, because these adjustments are determined after the year end of a given fiscal year, MFS will record these adjustments in the appropriate fiscal year on an accrual basis (positive adjustment=“receivable” and negative adjustment=“payable”) up until the 150-day unaudited financial statement deadline. After this deadline, such adjustments will be discussed with the auditor to evaluate materiality and discuss the proper treatment of such adjustments on the School’s financial statements.

After properly accounting for the revenue adjustments, MFS staff will work with the community school to identify all contracts and agreements that may be based on a percentage of revenue or number of FTEs. (e.g., often management agreements or sponsor contracts), as well as, determine which components of the ODE Settlement Report should be considered in the calculation. Any such contracts or agreements identified as meeting this requirement will also have amounts paid (or owed) to the other party adjusted accordingly with the final FTE/ Revenues set by the State. If necessary, MFS will work with the School and legal counsel to determine the proper handling of these items. Otherwise, MFS will work to ensure that these parties are aware of the adjustments needed and will also monitor current year invoices received from (or payments made) to these parties to ensure the adjustments are properly and timely accounted for. Should the School end their relationship with one of these providers, any amounts remaining due to School will be payable in full prior to the transition date. Lastly, MFS will advise the School if collateralization of possible future repayments is necessary.



Audit

The School will undergo an annual independent financial audit by a State Agency or independent firm qualified to perform audits of charter schools. In cases where the auditor is an independent firm, the Board of Directors shall make the selection after review of proposals from interested firms. The auditor will perform their audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements are fairly presented, financial reporting controls and policies have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations. The auditor shall only render an opinion on the fair presentation of the financial statements. Additionally, if the School has expended over \$750,000 in federal monies, the auditor shall be required to perform a Single Audit of the School in accordance with OMB Circular A-133. Throughout the course of any audit, MFS will support the School and audit team by answering questions, being a liaison between the School and the audit staff, and providing all of the underlying records that support the amounts and disclosures contained in the School's financial statements.

Once the audit is completed, it will be released and made available to all stakeholders.



Massa Financial Solutions, LLC
Disaster Recovery
May 17, 2019

Overview

In this document, FIT outlines the disaster recovery plans and options for Massa Financial Solutions, LLC as it pertains to the business-critical platform for the organization hosted within OVH's Private Hosted Cloud.

OVH Hosted Private Cloud

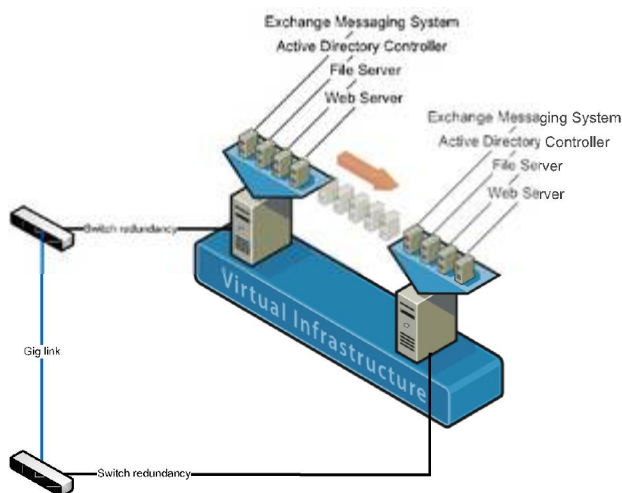
All Massa Financial Solutions' servers are hosted in a fully redundant server cluster using the OVH Hosted Private Cloud offering. This cluster is hosted within a OVH datacenter with redundant uninterruptible power and generator backup.

OVH Private Hosted Cloud is an enterprise-level virtualization service offering powered by OVH. Virtualization hides the physical characteristics of a computing resource from its applications and/or end users. This makes a single physical resource (such as a server, an operating system, an application, or storage device) appear to function as multiple logical resources; or it can include making multiple physical resources (such as storage devices or servers) appear as a single logical resource. Hosting servers in this environment provides ease of storage, backup of stored data and redundant power systems.

By virtualizing the systems in place, an additional means of failover can be utilized. Normally, if a system fails all of its roles are unavailable until that system is replaced. In a virtual environment, it is possible to configure virtual machines to host those critical roles on a shared storage platform allowing the virtual machines to be re-attached to another system which will return the environment to an operational state.

The image below depicts virtual servers running on a physical server in a virtual infrastructure environment. The diagram demonstrates the virtual hosts' portability from one physical server to another across a redundant switched network. The diagram assumes a shared storage system is attached to each of the two systems.

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Security

To secure the Local Area Network (“LAN”) environment from outside intrusion, the hosted service solution uses a software-based edge gateway firewall in the OVH datacenter core environment. The edge gateway provides firewall protection for incoming and outgoing traffic which denies or permits passage based on the latest content security, encryption, identity authentication, authorization. The firewall is customized by FIT engineers for Massa Financial Solutions’ access needs and business policies and will provide flexibility for adding capabilities or upgrades.

Data Protection Service (“DPS”)

With the OVH service offering, DPS is provided for all Massa Financial Solution servers. DPS is a policy-based data and recovery solution that provides image-based backups on a daily basis. The service ensures that all operating system, file system, and application data hosted on the Massa Financial Solution servers are captured as a snapshot image. All imaged based backups have a retention period of ninety (90) days.

MANAGEMENT AGREEMENT

This Management Agreement (the "*Agreement*") is entered into as of April 9, 2021 ("*Effective Date*") by and between Accel Schools Cleveland FB LLC, a Delaware limited liability company ("*Manager*"), and Southern Cleveland Drop Back In, dba George V. Voinovich High School (the "*School*"), a non-profit Ohio corporation and public community school.

RECITALS

Whereas, the School is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code (as such provision may be amended from time to time) and the School has entered into a School Sponsorship Agreement (the "*Sponsorship Agreement*") with Educational Resource Consultants of Ohio (the "*Sponsor*") pursuant to which the School is authorized to operate a public community school under Chapter 3314 of the Ohio Revised Code. The Ohio Revised Code and amendments thereto are hereinafter referred to as the "*Code*";

Whereas, the Manager was established, among other reasons, to manage public schools, and is expected to provide valuable assistance and expertise, including regulatory, financial, administrative and other advice, in connection with the operation of the School; and

Whereas, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in turn creates opportunities in careers and/or college; and

Whereas, the Manager strives to reach out to students who have become disengaged, or are at risk of becoming disengaged from, their education or school and provide those individuals with quality, career-focused internships, project-based learning opportunities, and other life skills which are necessary to commence and live a successful and rewarding life in an increasingly competitive global market; and

Whereas, the School and the Manager (individually, a "*Party*" and collectively, the "*Parties*") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL, ADMINISTRATIVE AND TECHNOLOGY SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational products and services (the "*Educational Services*"):
 - (i) Curriculum and Assessment. Implementation of the educational goals and programs set forth in the Sponsorship Agreement (the "*Educational Program*") by providing curriculum, assessment tools, a learning management system, a

student information system and a content management system in all subjects and grades Manager generally offers to its managed programs customer; curriculum for all other subjects required by applicable law; and additional curriculum or educational programs Manager recommends to achieve the goals of the Educational Program. In the event Manager determines it is necessary to modify the Educational Program, Manager shall inform the School of the proposed changes and obtain School approval, and if required under the Sponsorship Agreement, approval of the Sponsor.

- (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School (“**HOS**”) and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, monitors, computer peripherals, curriculum, printers, software and multi-media teaching tools.
- (iv) Career – Technology Education. Provide a career and technical education program (“**CTE**”) designed for at-risk students who are identified as disadvantaged (academically, economically or both) or having disabilities and who have barriers to achieving academic and career success. The program is designed to help students improve academic competence, develop employability skills, implement a career plan, participate in a career pathway, obtain industry credentials and graduate from high school in preparation for post-secondary education and/or careers. Career field options include Information Technology, Construction Technologies, Healthcare Technologies, Child Development, and Manufacturing. All CTE curriculum is in alignment with the Ohio Career Technical Education Learning Standards.
- (v) Community Relationships. Coordinate the School’s community relationships with, among others, local non-profits, governmental agencies, local businesses and higher education institutions. Through new and established partnerships, Manager helps the School provide its students with opportunities to participate in activities that combine classroom learning with practical hands-on functional experience which prepares graduates to enter the workforce and retain employment.
- (vi) Life Coaching/Mentoring Services. Provide one-on-one coaching to identify and resolve student barriers and resources and facilitate programs that address students’ needs. Provide services designed to remove barriers preventing students from obtaining a high school diploma, and help students fulfill their ambition and realize their potential. Programs involve students, school staff, parents and community (excludes costs other than staff).
- (vii) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Sponsor and/or the state of Ohio (the “**State**”) Department of Education (the “**ODE**”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day

- schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Sponsorship Agreement, as the same may be amended.
- (c) Manager will be responsible and accountable to the School for the provision of the Educational Services provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the "***Administrative Services***"):
- (i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Payroll. Management of the School's payroll. Manager will be responsible for all data input.
 - (iv) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, management and assessment of the services provided under such contracts, and supervision of employees involved with providing such services, all as required by the School.
 - (v) Public Relations. Coordination and assistance with any and all advertising, branding, media and public relations efforts, including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (vi) Budgeting and Financial Reporting.
 - (A) A proposed annual budget will be prepared by Manager (in cooperation with the School's fiscal officer) in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "***Budget***". There shall be no changes to the Budget except to the extent the Parties agree in writing. The fiscal officer shall be responsible for preparing other financial statements as required by and in compliance with the Sponsorship Agreement, the Code and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The cost for preparation of the financial statements will be the responsibility of the School. The School shall select, with input from Manager upon request, a third party to serve as the designated fiscal officer and may proceed with hiring same. The cost of the audit will be the responsibility of the School and will be provided for in the Budget.

- (B) The Manager will provide the School with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the School's board of directors (the "**Board**"); and support for all State reporting requirements. The Manager will prepare a five-year financial plan in conjunction with the fiscal officer.
- (C) On behalf of the School, the fiscal officer is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the ODE, the School or the Sponsor to ensure compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the fiscal officer will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the fiscal officer pertaining to the School will be available to the School, the Sponsor, the Auditor of State, the ODE or the United States Department of Education (the "**USDOE**") and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (F) If School is not able to fully pay the Management Fee and all bills when due, (i) School agrees to work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) School must obtain Manager's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (vii) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (vii) Maintenance of Student and Other Records.
 - (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and

maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.

- (B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
- (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Manager shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
- (D) Manager shall provide such other information, including a written report, as reasonably requested by the School.
- (viii) Admissions. Implementation of the School's admission policy in accordance with the Sponsorship Agreement, the Code and applicable laws and regulations.
- (ix) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the School, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under the Code and other applicable laws and regulations.
- (x) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Sponsorship Agreement, the Code and other applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.
- (xi) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the School that are not in direct conflict with this Agreement, the Sponsorship Agreement, the Code and other applicable laws and regulations.
- (xii) Student Recruitment and Admissions. Recruitment and admission of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be enrolled in compliance with the procedures set forth in the Sponsorship Agreement and State and federal laws. Recruitment via lead generation, lead

qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Manager will implement the School's admission policy, including management of the application and enrollment process as well as orientation. Manager will maintain a call center function to facilitate recruitment and admissions.

- (xiii) Facility Management. Management of the School's Facility (defined in Section 1.4 below) to the extent consistent with any leases or other documents pertaining to the Facility.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Code, the Sponsorship Agreement, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Sponsorship Agreement, the Code, and other applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of such modifications.
 - (C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

- 1.3 Technology Services. During the Term, Manager or its Affiliates will provide or cause to be provided to the School the following technology services (the "**Technology Services**"):
 - (a) Monitor production services, i.e., the learning management and content management systems;
 - (b) Monitor and analyze data to fix production issues as they arise;
 - (c) Generate reports on student academic performance, attendance and progress;
 - (d) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals ("Computer Equipment") for the School;
 - (e) Develop, design, publish and maintain the School's website;
 - (f) Determine hardware configurations (including software and operating systems) for the School's technology needs;
 - (g) Provide support for School administration in troubleshooting system errors; and
 - (h) Other technology support services requested and mutually agreed upon by the Board and Consultant.

- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at _____ (the "**Facility**") to perform all services described in this Agreement that are not otherwise

provided online or remotely at Manager's usual place of business. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, the Code and other applicable laws and regulations.

- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code, and any other applicable laws and regulations.

ARTICLE II.

TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2021 (the "***Start Date***") and shall continue thereafter through June 30, 2025 (the "***Initial Term***") unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute.
- 2.2 Renewal. Upon the conclusion of the Initial Term, and each ten (10) year period thereafter (the "***Renewal Date***"), this Agreement will automatically extend for successive additional periods of ten (10) years or consistent with the length of the new or renewal term from the Sponsor (each such period a "***Renewal Term***"), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the "***Term***".
- 2.3 New Sponsor or Sponsorship Agreement. In the event the Sponsor and/or the Sponsorship Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsorship Agreement, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III.

RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct corporation authorized under the Code and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of

Manager will be considered an employee of the School by either Party for any purpose whatsoever.

- 3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "*Internal Revenue Code*"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the educational products and management services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager.
- 3.6 Expenses greater than \$10,000.00, individually or in the aggregate with the same vendor or service provider, require mutual agreement between Manager and the Board.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services.
 - (a) Management Fee. The School will pay to Manager an annual fee of eighteen percent (18%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations including, but not limited to, funding for regular public school students, special education funding, gifted and talented funding, funding for at risk students, career technical education (CTE) funding and funding for students with limited English proficiency, and exclusive of Free and Reduced Lunch Revenues (the "*Management Fee*"). The Management Fee calculation shall not include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("*Non-Qualified Gross Revenue*"), which shall be retained entirely by the School. Such consideration will not preclude the

payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, agree to pay to the Manager an incentive as a result of the School meeting the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.

- (b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- (c) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager of eighteen percent (18%) of the amount received or such other amount due to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination in accordance with the provisions set forth in 3314.08(K) of the Code or such other applicable provision. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute eighteen percent (18%) or such other amount overpaid to Manager, and the School shall contribute eighty-two percent (82%) or such other amount retained by the School.

- 4.2 Payment of Costs. In addition to the Management Fee described in Section 4.1 above, the School will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services and Administrative Services, provided such costs are within the limits of the Budget and items are not included in the Furniture and Equipment Lease referenced in Section 4.4 below. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below) or Facility lease that the Parties may enter into, Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, Sponsor fee, costs related to curriculum, instructional materials, textbooks, Computer Equipment, library books, software, supplies, food service, transportation, special education and psychological services, and specialty services. Additionally, in consideration of Accel's costs of processing payroll for all employees assigned to work at the School, Accel shall charge the School a fee of \$100.00 per month for each such employee. Except as may be provided in any equipment lease or Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.

4.3 New School Line of Credit Loan Agreement and Promissory Note.

- (a) School and Accel Schools LLC entered into a Line of Credit Loan Agreement effective as of August 14, 2020, and School executed a Line of Credit Promissory Note in in favor of Accel Schools LLC dated August 14, 2020 (the "**Promissory Note**") for costs associated with the first year of operating the School or as otherwise approved by lender thereunder.
- (b) While any amount is outstanding under the Line of Credit Loan Agreement and Promissory Note, School may not incur expenditures outside of the Budget that are greater than \$10,000 individually or in the aggregate unless lender pre-approves the expenditure in writing.

4.4 Furniture and Equipment Rental. School shall separately enter into a Furniture and Equipment Lease with Manager or its Affiliate to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant or government funds will not be leased and ownership will remain with the School.

4.5 Time and Priority of Payments.

- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice.
- (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Manager upon receipt of invoice.
- (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
- (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager, its Affiliate or third parties, as applicable, in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease; (iv) payments due and owing under Section 4.2 above for Sponsor fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans to the School, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate ("**LIBOR**"), plus four percent (4%) for the time overdue.
- (b) Fee Carryovers. There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

4.7 Limited Guarantee (Expenses). When the School has fewer than 100 full-time students enrolled, Manager will guarantee payment of expenses referenced in Section 4.2 above provided, however, while the guarantee is in effect (a) the Board shall not spend any money

without Manager's prior written approval, and (b) reimbursement of such expenses shall take priority over all expenses other than teacher salary and benefits. The Parties acknowledge that under such circumstances the Board, with guidance from the Board's legal counsel and School fiscal officer, will engage in good faith discussions with the Manager to identify areas of cost savings and take reasonable action to maintain long-term viability of the School. If the Board violates the foregoing restriction and cannot unwind the violation, Manager may contact the School's sponsor to seek removal of the Board.

- 4.8 Additional Limited Guarantee (Rent). If School experiences a shortfall in rent due under section 3(b) of the lease between School and _____ (the "Lease"), Manager, in its sole discretion, reduce Management Fees due under section 4.1(a) above in amount equal to some or all of the shortfall in rent due under the Lease.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Services provided by Manager to the School, Manager may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services which may benefit the School by increasing its exposure in the community including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "*Supplemental Programs*"). However, nothing herein shall require Manager to provide any such Supplemental Programs. Manager may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Manager will be responsible for the full cost of providing such Supplemental Programs.

ARTICLE VI. PERSONNEL AND TRAINING

- 6.1 Personnel Responsibility.
- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, the Code and other applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any), the Technology Services and all other services provided under this Agreement.
 - (b) Except as specified in this Agreement or as required by the Code or the Sponsorship Agreement, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required under the Code and other applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.

- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager without advance consultation with and written approval from Manager.
- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.
- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services, Administrative Services, Technology Services and Supplemental Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the ODE. Further, to the extent required under the Code and other applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.
- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services, Technology Services and Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers, and maintenance personnel. Such support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
 - (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. "*Affiliate*" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.

- (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
- (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using the other Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.6.

ARTICLE VII. TERMINATION OF AGREEMENT

7.1 Termination By Manager.

- (a) Manager may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Manager within five (5) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Sponsorship Agreement, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Sponsor, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.
- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in

funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.

- (d) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use commercially reasonable efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Manager may terminate this Agreement effective immediately upon written notice to the School if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School.

7.2 Termination by the School. The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Management Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

7.3 Termination of the Sponsorship Agreement. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding sponsorship agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent sponsorship agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Management Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of termination.

7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students. Manager may terminate this Agreement effective immediately upon

written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.

- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School for the purpose of purchasing personal property will be the personal property of the School provided that the School has fulfilled all repayment obligations in any Line of Credit Loan Agreement and Promissory Note or other debt structure between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall comply with Section 3314.44 of the Code and instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("**Protected Materials**") and to the name "ACCELTM" (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the Facility, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to, or licenses, the Protected Materials. The Manager hereby grants the School a limited

revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by Ohio law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "**Representatives**") harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a "**Claim**") (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation of the Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "**Indemnitee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the

Indemnatee's selection and at the expense of the Indemnatee. Indemnitor may not settle any Claim against Indemnatee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnatee's or Affiliate's name unless Indemnatee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnatee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnatee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FEES AND COSTS DUE AND OWING UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS, NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and

all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. The insurance coverage shall be not only for the School, its directors, officers and employees, but also such policies shall name Manager, its Affiliates and their respective Representatives as additional insureds under such policies. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Sponsor. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

- (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

11.2 Representations and Warranties of the School. The School hereby represents and warrants to Manager:

- (a) The Sponsorship Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated by this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.
- (b) The School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform and provide the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
- (d) The School is not in breach of the terms of the Sponsorship Agreement.
- (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
- (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII.
CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Ohio, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.

- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

George V. Voinovich High School
Attn: Board President

Cleveland, Ohio
Facsimile:

With a copy to:

The Callender Law Group
Attn: Jamie Callender
100 East Broad Street, Suite 690
Columbus, OH 43215

To:

Accel Schools LLC
Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

And legal@pansophiclearning.com

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board president or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Fees" Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and

necessary to protect the Manager and its business interests. The School understands and agrees that the breach or threatened breach of Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.

- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
 - (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
 - (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
 - (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
 - (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.
- 13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or

termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Schools Cleveland FB LLC

DocuSigned by:
Ron Packard
By: 2CC4B9E0E900481
Name: Ron Packard
Title: CEO and founder

Southern Cleveland Drop Back In, dba
George V. Voinovich High School

DocuSigned by:
Sonya Boyd
By: E0BF810AEF26441...
Name: Sonya Boyd
Title: President

APPENDIX A

INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee annual bonus for a Performance Index score of ten (10) points above similar schools and/or a grade of "A" or "B" on value added score issued by the state of Ohio.

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

By signing this document, I Sonya Boyd, hereby certify that I am the School Governing Authority President and/or authorized representative of **George V. Voinovich High School**. If George V. Voinovich High School should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in Ohio Revised Code, Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Community School Closing/Suspension Procedures put in place by the Ohio Department of Education or the sponsor at the time of the School's closing.

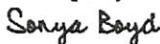
Furthermore, the School Governing Authority appoints the **School's Superintendent** or the then current School leader, as Designee, to coordinate the closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the sponsor at the time of the School's closing are fully completed.

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

Upon closure or suspension of the school, any property that was acquired by the operator or management company of the school using state funds that were paid to the operator or management company by the School Governing Authority as payment for services rendered shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.

The designated fiscal officer and/or School Governing Authority shall ensure all financial and enrollment records are delivered to the Sponsor in a timely manner as well as to other entities specified in rule or Ohio Revised Code.

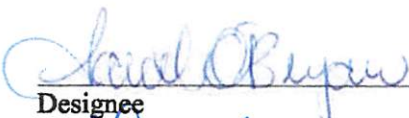
DocuSigned by:

 Sonya Boyd

School Governing Authority President

1/22/2021

Date


Designee

01/27/21
Date


Treasurer

2/10/21
Date

CERTIFICATION OF RESOLUTION
RACIAL AND ETHNIC BALANCE POLICY/PLAN

George V. Voinovich High School
(An Ohio Not-for-Profit Corporation)

The Governing Authority (the "Board") of **George V. Voinovich High School** (the "School" and the "Corporation"), a not-for-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that in accordance with Ohio Revised Code 3314.03, a community school must achieve the racial and ethnic balance reflective of the community it serves. The school's Governing Authority is committed to that goal and uses the State Report Card of the school district where the school is located as a guide to determine what the percentages should be. The operations team and the school shall work together to identify target population areas as a recruitment strategy in order to achieve the appropriate racial balance of its students and staff.

IT IS FURTHER RESOLVED that the Governing Authority directs the School's operator to implement, adopt and adhere to plans and procedures necessary to effectuate the achievement of racial and ethnic balance in the school, and authorizes the School administrator to adjust the Plan as necessary to achieve the goals of the Plan.

APPROVAL AND ADOPTION

Motion to adopt Racial and Ethnic Balance Policy/Plan (with / without) amendment,

made by Member Karen Lewis

seconded by Member Mandisa Lewis

Board Member Name/Initials	AYE	NAY	OTHER (abstain, not present, etc.)
Aaron Berg	X		
Karen Lewis	X		
Mandisa Lewis	X		
Rodney Lewis	X		
Sonya Boyd, Chairwoman	X		

As adopted on this 12th day of February, 2021.

DocuSigned by:

Sonya Boyd

E0BF810AEF26441...

*Sonya Boyd, Chairwoman
George V. Voinovich High School*

ADMISSIONS, (OPEN) ENROLLMENT, RESIDENCY VERIFICATION, AND LOTTERY POLICY AND PROCEDURES

The Governing Authority (the “Board”) of the **George V. Voinovich High School** (the “School” and the “Corporation”), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

In accordance with Sec. 3314.03(A)(19) of the Ohio Revised Code (“ORC”) the Governing Authority hereby sets forth that the School shall allow application and/or admission from any student in the State of Ohio. The School will open admission to all children wishing to enroll in the school, subject to availability and the process set forth in the School Enrollment Guidelines (below) and Lottery Process (below).

Pursuant to ORC Sec. 3314.06, admission to the School will not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, gender, disability, race, creed, national origin, religion, or any other ground that would be unlawful. Student selection will be an open and carefully monitored process. All marketing and recruitment materials and processes are implemented in a nondiscriminatory manner as well. Violation of these nondiscrimination requirements will be taken extremely seriously by the School’s Governing Authority and may result in sanctions up to and including termination of any employees involved in such infractions.

The School Enrollment Guidelines will be as follows:

1. The George V. Voinovich High School is open to any student in Grades 9 through 12 and at least 15 years old but no older than 22 who reside in any district in the State of Ohio.
2. No student shall be denied admission to the school on the basis of race, creed, color, gender, sexual orientation, religion or ancestry, national or ethnic origin, disability, intellectual ability, measures of achievement or aptitude, athletic ability, or any other grounds.
3. Enrollment eligibility is not to exceed the capacity of the school’s programs, classes, grade levels, or facilities.
4. Admission to the school may be limited to students that meet the definition of “at-risk” as later defined by this Policy.
5. Admission to the school is dependent on the successful completion of all required steps and documentation of the admissions process.

Families must complete and submit the application and all required documents to the School’s admissions office. Failure to do so in a timely manner may disqualify a child’s enrollment into the school. Upon receipt of application, a number is assigned to the student, and the information is entered into the student enrollment data system.

Enrollment documentation is required as follows (as documented on the Documentation Check List provided to the parent/guardian):

- Student’s Original Birth Certificate or Passport with appropriate seals, or other valid proof of date of birth
- Signed Parent Release Form for obtaining student's previous School Records
- Student’s Immunization Records (including most recent required immunizations)
- Proof of Residency (in compliance with Ohio Revised Code Section 3314.11):
 - A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
 - A utility bill or receipt of utility installation issued within ninety days of enrollment;

- A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
 - The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
 - Documented affirmation of address of student's parent(s) or legal guardian from district of residence where parent(s) or legal guardian currently resides;
 - Notarized affirmation from parent(s) or legal guardian of current residence address;
 - USPS return receipt from certified letter sent to parent(s) or legal guardian by district of residence;
 - Written confirmation from the Department of Job and Family Services of current address of the parent(s) or legal guardian; or
 - Written confirmation from a local law enforcement agency of the current address of the parent(s) or legal guardian.
 - Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.
- Emergency Medical Form
 - Free and Reduced Lunch Verification (if applicable)
 - Completed Enrollment Packet
 - Most current IEP or ETR (if applicable)
 - Notarized or Original Court-Approved Custody papers (if applicable)

The application review and acceptance process is as follows:

1. The enrollment window ends on the date reflected on the designated application at 5:00 p.m. local time.
2. Hereafter, all applications are counted.
3. The number of seats available and the number of applications will be compared.
4. Currently enrolled students are placed first.
5. Enrollment preference is given to students residing in the district where the School is located and to siblings of placed students.
6. After current students and siblings and students residing in the district where the School is located are placed, the number of vacancies is confirmed.
7. Enrollment preference is given to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five per cent of the school's total enrollment. If the number of students eligible for this preference exceeds five per cent of the school's enrollment, students are admitted by random lottery according to the Lottery Process (below).
8. After current students and siblings, and students residing in the district, and children of full-time employees of the School are placed, the number of vacancies is confirmed.
9. If there are fewer applications than there are vacant seats, all of the applicants that are left will be enrolled. However, if there are more applications than there are available seats, a Lottery will be held.

A Lottery Process will be utilized to ensure that children in the George V. Voinovich High School receive a fair and equitable opportunity to enroll in and attend the school. The Governing Authority has created Lottery Process guidelines as follows:

The Lottery Process

The lottery drawing date will be publicized and the drawing conducted in public so that parents can observe the process and assure its transparency. At least two independent observers will also be

present at the drawing; one of these observers will draw the lottery results.

1. The lottery is a system of random selection of applications that identifies students for enrollment in vacant seats. It also generates the school's wait list.
2. After all current students and their siblings are placed, and students residing in the district where the School is located are placed, and children of full-time employees of the School are placed, all other completed and accepted applications submitted during the enrollment period, including applicants currently on a wait list, are publicly drawn by a disinterested third party in random order until capacity is reached.
 - a. Special needs and ELL students are included in the lottery process.
3. Names are drawn from the envelope.
4. The selected students are placed on an enrollment list by the independent observers.
5. If a selected student has any siblings applying for enrollment, the siblings are automatically accepted and placed if there is space available. If there is no space, the siblings are placed on the wait list.
6. The process continues until every child who has applied is either placed in an open seat or is assigned to the wait list. Applicants on a wait list prior to the lottery will retain their original position on the wait list.
7. Parents will receive written notice of the lottery results within 10 calendar days of the drawing. They must accept their child's placement within 10 calendar days of being notified. Parents must provide all documentation from the Document Check List (above) by a given due date before their child can begin attending the school. If documentation is not provided by the due date, the child will no longer be considered eligible and the seat will be offered to the next student on the waitlist.
8. Wait List: The wait list will remain in effect for the entire school year or until all students have been placed. Throughout the year, new applicants will be placed on the list and placed in the order in which their applications were received. If a parent refuses their child's assigned placement, they are removed from the wait list, and the next name on the wait list is called.

Address and Residency Verification

The Board delegates to the School Superintendent the verification and tracking of student residency. The Superintendent shall review the residency records of students enrolled in the School upon the enrollment of each student and on an annual basis to verify that students are entitled to attend the School under section 3313.64 or 3313.65 of the Ohio Revised Code.

In compliance with Ohio Revised Code, the School shall require at least one of the following documents upon enrollment or upon change of residency to verify student residency and address:

- 1) A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
- 2) A utility bill or receipt of utility installation issued within ninety days of enrollment;
- 3) A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
- 4) The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
- 5) Documented affirmation of address of student's parent(s) or legal guardian from district of residence where parent(s) or legal guardian currently resides;
- 6) Notarized affirmation from parent(s) or legal guardian of current residence address;
- 7) USPS return receipt from certified letter sent to parent(s) or legal guardian by district of residence;

- 8) Written confirmation from the Department of Job and Family Services of current address of the parent(s) or legal guardian; or
- 9) Written confirmation from a local law enforcement agency of the current address of the parent(s) or legal guardian.
- 10) Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.

Parents, guardians or emancipated students age 18 and older are required to notify the School when a change in the location of the parent's or student's primary residence occurs.

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

The School Superintendent shall report in writing to the Board on a monthly basis the residency status of students attending the School. This report shall contain the following:

1. Number of new students enrolled;
2. Number of student records randomly reviewed for residency verification and any issues that were discovered during the random review;
3. Number of address updates that were provided by parents/guardians; and
4. Number of disputed residency issues and the progress being made on those issues.

The School Superintendent shall prepare an annual report of the residency status of students for Board approval and submission to the state in compliance with ORC Section 3314.11.

At-Risk Definitions

Both minor and adult age students can be defined as "at-risk" using various indicators. The indicators listed below are not an all-inclusive list but they are common identifiers that can negatively affect a student's learning and can specifically stop students from earning a high school diploma:

- Having a disability or illness;
- Having experienced abuse or trauma;
- Being credit deficient when compared to the student's peers;
- Assessed at below grade level in school subject areas;
- Assessed at one grade level or more behind their cohort age group;
- Economically disadvantaged;
- Poor performance on state tests;
- Homelessness; or
- Criminal History

[End]

EXHIBIT A

STUDENTS WITH DISABILITIES POLICY

George V. Voinovich High School

(An Ohio Non-Profit Corporation)

- a.) Policy to Comply with Federal and State Laws Regarding the Education of Students with Disabilities.

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

1. Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
2. Discipline- A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, The School will abide by all federal laws regarding discipline, suspension and expulsion.
3. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
4. The School will employ HQT teacher(s) and para-professionals with proper credentials to provide services for students with disabilities and limited English proficiency.

LEASE AGREEMENT

THIS LEASE (the “Lease”) is entered into by and between LUMEN BROADWAY REALTY, LLC, a limited liability company organized under the laws of the State of Nevada (the “Lessor”) and SOUTHERN CLEVELAND DROP BACK IN d/b/a George V. Voinovich High School (the “Lessee”) as of July 1, 2021 (the “Effective Date”).

RECITALS:

WHEREAS, pursuant to a certain Lease Agreement (the “Prime Lease”), dated as of July 1, 2021, Lessor, as tenant, leases from the Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland as Trustee for Our Lady of Lourdes Parish (“Prime Landlord”), a portion of such property situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and comprising 13,500 square foot of space in known as the Our Lady of Lourdes School building located at 3398 East 55th Street, Cleveland, Ohio 44127;

WHEREAS, Lessee operates an Ohio public community school under the name George V. Voinovich Reclamation Academy and desires to sublease the Premises from Lessor for the operation of said school (the “Intended Use”);

WHEREAS, Lessor is willing to lease certain premises in the building to Lessee, subject to the terms and conditions further set forth in this Lease;

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **PREMISES.** Lessor does hereby let and lease unto the Lessee for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein the following “Premises”: (a) from and after the date hereof until September 30, 2021, the space depicted on Exhibit A attached hereto, and (b) commencing within 10 business days of Broadway Academy vacating the premises, contingent upon their obtaining a certificate of occupancy for their new space. , and for the balance of the Term, the first floor of the main building, (not the annex) (i.e., Rooms 103, 104, 105, 106, 107, 108, 109, 110, 111, 112; and on the Lower Level: the lavatories, maintenance (boiler) room, and hallway). Although not included as part of the Premises, Lessee shall have a nonexclusive license to utilize Lessor’s parking lot, except for six parking spaces closest to the Parish rectory building. Lessee’s use of the parking lot shall not in any way interfere or hinder Prime Landlord’s use of the same. Lessee acknowledges that Lessor and other tenants of the Lessor may also use the parking lot, and Lessee hereby agrees to cooperate with Lessor and such other tenants in order to ensure equitable sharing of the said parking lot.

2. EQUIPMENT AND FURNISHINGS. During the term of this Lease, Lessee shall have the use of the equipment and furnishings currently located on the Premises. Lessor and Lessee shall conduct an inventory of the same and each item shall be clearly marked for identification purposes. Lessee shall not remove any of the equipment, including kitchen equipment, or furnishings from the Premises and shall repair or replace the equipment or furnishings which are damaged, destroyed or have deteriorated as a result of Lessee's use of the same. Upon the termination of the Lessee's occupancy of the Premises, Lessor and Lessee shall verify the condition of the equipment and furnishings. Any article of equipment or furnishing which is excessively worn (as a result of Lessee's use of the same) shall be replaced by Lessee with equipment or furnishings that are of the same or similar condition as existed prior to the inception of the original Term. Lessee shall supply all additional furnishings and equipment required for its occupancy and operations on the Premises. All fixtures and equipment shall meet any and all Federal, state and local regulations, laws, requirements and standards with respect to the use and occupancy of the Premises.

3. TERM AND OCCUPANCY.

3.1 Term: This Lease shall be for a term of one (1) year commencing on the first day of July 2021, and ending on the last day of June 2022 (the "Term").

3.2 Occupancy: Lessee shall be granted occupancy of the Premises commencing on the Effective Date. Notwithstanding this fact, Lessee may not use the Premises for the use specified herein until such time as an appropriate occupancy permit has been issued by the City of Cleveland and all other necessary licenses or permits from any applicable governmental authority are received by Lessee for such use and copies thereof provided to Lessor. Prior to such time Lessee may enter the Premises to make any and all necessary repairs or alterations necessary in order to obtain such permits and/or licenses. Lessor agrees that it shall reasonably cooperate with Lessee in obtaining an occupancy permit so long as all costs associated with such permit shall be borne by the Lessee.

3.3 Transition. Lessee hereby acknowledges that Prime Landlord and Lessor shall undertake a walkthrough of the Premises in mid-April 2022, anticipating the end of this Lease. In the event that Prime Landlord and Lessee identify any issues relating to Premises that shall have arisen during the Term and are the responsibility of Lessee hereunder, Lessee shall correct said issues on such timeline as Lessor and Prime Landlord may require. Except as otherwise set forth in the written timeline agreed upon by Lessor and Prime Landlord, Lessee agrees that all identified issues based on Lessor and Prime Landlord's April meeting will be corrected by May 31, 2022. Lessee agrees that if any such issues are not corrected to the reasonable satisfaction of Lessor by May 31, 2022, Lessor shall make such corrections and Lessee shall immediately reimburse Lessor for all associated costs.

4. [Intentionally omitted.]

5. **RENT.**

5.1 **In General.** Lessee agrees to pay to Lessor rent for the use and occupancy of the Premises ("Rent"). Rent shall be paid on or before the first (1st) day of each and every calendar month (prorated for any partial month) and shall be paid directly to Lessor in accordance with such instructions as may be given by Lessor in writing. The agreement to pay rent hereunder is independent of any other agreement contained in this Lease.

5.2 **Rent for Term.** As Rent for the term of this Lease, Lessee shall pay Lessor a total amount of Fifty Eight Thousand Seven Hundred Twenty Five Dollars (\$58,725.00) per year. Such amount shall be paid in equal monthly installments of Four Thousand Eight Hundred Ninety Three Dollars and seventy-five cents (\$4,893.75).

6. **PURPOSE, USES, AND COMPLIANCE WITH LAWS.** Lessee shall bear full responsibility for the operation and use of the Premises, and ensure that use is exclusively limited to the operation of a community school for kindergarten through twelfth grade (or a subset of such grades), and for no other purpose. Lessee shall use and occupy the Premises in a careful, safe and proper manner; will not commit or suffer waste therein; will comply with all present and future laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting said Premises and the use and occupation thereof. Lessee shall make, at its sole cost, any and all repairs, modifications, alterations or additions to the Premises that may be required by any such laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law. Lessee shall not utilize the Premises in any manner which may obstruct or interfere with the rights of other lessees or occupants at the Parish. Lessee shall not use, or permit the Premises to be used, in any manner that is contradictory to the teachings or mission of the Catholic Church, that promotes the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Catholic Church as determined by the Bishop of the Catholic Diocese of Cleveland, or that is otherwise injurious to the reputation of the Parish, the Catholic Diocese of Cleveland, or the Bishop of the Catholic Diocese of Cleveland.

7. **ALTERATIONS AND FIXTURES.** Lessee may, upon obtaining the prior written consent of the Lessor (subject to Prime Landlord's consent, as required pursuant to the Prime Lease), at its own expense, beginning with the execution of this Lease, from time to time during the term hereof or any extension hereof, make such interior improvements, alterations, additions, and/or changes (the "Alterations") in and to the Premises as it finds necessary or convenient for its purposes. All such work shall be done in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises. Moreover, Lessee shall make such Alterations as reasonably recommended by the insurers issuing coverage on the Premises. Unless

otherwise provided in the written consent, any such Alterations in or to the Premises shall become the property of the Lessor and be included in the Premises. Lessee shall, at its sole cost and expense, upon receipt of written instructions from the Lessor, remove any Alterations in or to the Premises made in violation of this paragraph and restore the Premises to the condition in which they were originally found.

8. REPAIRS AND CUSTODIAL REQUIREMENTS.

8.1 Lessee's Obligations.

8.1.1 Lessee's Obligations - Generally. Lessee shall, at its expense, keep the Premises in good order and in a clean and sanitary condition throughout the term of the Lease, shall provide all ordinary interior maintenance of the Premises, and shall perform all repairs and make all replacements as are necessary to keep in good order, condition, and repair, the interior of the Premises, including without limitation, any and all appliances and kitchen equipment on the Premises as well as interior light bulbs, paint, furnishings, and window treatments.

8.1.2 Repairs Necessary for Occupancy and Compliance with Law. Lessee shall be responsible, at its sole cost, for making any and all repairs, modifications, alterations or additions to the Premises that may be required by any laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary in order for the Premises to be used for its intended use or to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law, if and when applicable. The foregoing notwithstanding, in the event Lessee does not want or is unable to make any repair contemplated in this Section 8.1.2, Lessee may terminate the Lease upon forty (40) days notice to Lessor in accord with Section 26 of this Lease. In such a case, the Lease shall terminate as though it had expired and neither Lessor nor Lessee shall have any further obligation to one another with respect to any charges except that Lessee shall remain responsible for any charges, reimbursable expenses, or any obligations owed under the Lease which may have accrued prior to the termination.

8.1.3 Repairs Necessitated by Lessee's Negligence or Fault. Lessee shall be responsible for promptly repairing any damage caused by its own negligence or intentional acts or by the negligence or intentional acts of those for whom it is responsible, including, but not limited to, its employees, agents, contractors, invitees, and licensees, in each case, to the extent occurring during the Term. In the event such damage occurs, Lessee shall immediately notify Lessor of the damage and shall promptly submit for Lessor's approval any and all plans for the repair of such damage prior to undertaking the same.

8.2 Lessor's Obligations. Pursuant to the Prime Lease, except as otherwise set forth therein, Prime Landlord agreed, at its expense, to make all repairs and maintenance and make all replacements as are necessary to keep in good order,

condition, and repair (i) the roof and all structural elements of the Premises, (ii) all building mechanical systems, (iii) all exterior elements of any buildings on the Premises, and (iv) the parking areas, drives, and other exterior improvements located on the Premises. Lessor shall use its commercially reasonable efforts in accordance with Section 43 to cause Prime Landlord to perform in accordance with the obligations of Prime Landlord described in this Section 8.2.

8.3 Snow Removal. The Lessee shall be responsible for procuring all snow plowing necessary to clear the parking lots and driveways serving the Premises. The Lessee shall be responsible for keeping all walkways and entranceways clear and free of snow and ice.

8.4 Trash Removal. Lessee shall be solely responsible for procuring, at its expense, any trash removal services required by its use and occupancy of the Premises.

8.5 Lawn Cutting and Landscaping. Pursuant to the Prime Lease, Prime Landlord has agreed to be responsible for all lawn cutting and routine/ordinary landscape maintenance. Lessor shall use its commercially reasonable efforts in accordance with Section 43 to cause Prime Landlord to perform in accordance with the obligations of Prime Landlord described in this Section 8.5.

9. **MECHANIC'S LIENS**. Lessee shall not permit any mechanic's, laborers', materialmen's or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security or in any manner required or permitted by law. Lessee's failure to do so within twenty (20) days of the filing of the lien or attachment shall result in the payment of the same by the Lessor and subsequent recovery of all expenses and costs from the Lessee. Lessee shall indemnify, hold harmless and defend the Lessor and Prime Landlord from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials and shall promptly reimburse the Lessor for all costs and expenses thereof, including but not limited to reasonable attorney's fees, bond premiums and court costs.

10. **UTILITIES AND OTHER SERVICES**. Lessee shall make timely payment of all charges associated with its use of the Premises for utilities including, but not limited to, natural gas, water, usage of sewers, electricity. Lessee shall be solely responsible for the installation and payment of all telephone services Lessee may desire or need for its use of the Premises.

Lessor shall submit the monthly utility statements or invoices to the Lessee, and Lessee shall make payments directly to the provider of the utility or service prior to the due date set forth therein, provided, however, that upon request by Lessor, Lessee shall make such payments directly to Lessor. With respect to any payments made directly to the utility or service provider, Lessor shall be provided with copies of the statement or invoice and a copy of the draft by which payment has been made. Lessee shall maintain payments to the provider or the Lessor on a

current and timely basis. Lessee acknowledges that for the period commencing as of the Effective Date until October 1, 2021, a portion of the building will be occupied by another lessee. During such period, Lessor shall reasonably allocate the expense of any utilities or other services furnished to the building.

All utility accounts shall remain in the Prime Landlord's name and shall not, under any circumstances be transferred to Lessee's name.

11. **HOLDING OVER.** In the event Lessee remains in possession of the Premises after the expiration or termination of the term of this Lease, or any renewal or extension hereof, Lessee shall be a tenant at sufferance at 200% of the monthly rental rate in effect during the last month of the Term or Renewal Term, unless otherwise agreed to in a written instrument signed by both parties. Said tenancy shall be in accordance with all terms and provisions of this Lease and shall not diminish in any respect Lessor's remedies with respect to Lessee's failure to vacate. **Nothing contained in this section shall be deemed to authorize Lessee's holding over, and in no event shall any renewal or extension of the Lease be implied by any conduct of either party or both parties, including without limitation, the acceptance of any rent payment by Lessor.**

12. **SUBLETTING, ASSIGNING, AND LICENSING.** Lessee for itself and its successors and assigns, covenants that it shall not sublet any portion of the Premises, shall not assign, mortgage or encumber this Lease or any interest herein, and shall not grant to any other person or party a license to use any portion of the Premises without the prior written consent of the Lessor and Prime Landlord.

13. **LESSOR'S RIGHT TO ACCESS AND EXAMINE PREMISES.** Lessor, Prime Landlord, and their agents and representatives may enter upon the Premises at any time for the following purposes: (i) inspecting the Premises; (ii) making repairs, replacements, or alterations as allowed or required by the Lease; (iii) showing the Premises to prospective purchasers, tenants, or lenders; or (iv) confirming that the Lessee is complying with all terms of this Lease. Lessor shall use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises and shall give Lessee reasonable notice (which may be oral notice) of Lessor's intent to enter upon the Premises. Pursuant to the Prime Lease, Prime Landlord has agreed to use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises in connection with any access by Prime Landlord, and Lessor shall use its commercially reasonable efforts in accordance with Section 43 to cause Prime Landlord to abide by such agreement. In the case of a real or apparent emergency, no such notice shall be required.

14. **EXPIRATION.** Lessee will surrender and deliver up the Premises upon the expiration or termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and natural wear and tear thereof, and damage by fire and unavoidable casualty, excepted. Any trade fixtures or personal property which Lessee fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.

15. **INSURANCE.**

15.1 Lessee shall fully insure itself with, and furnish to Lessor satisfactory proof that Lessee has in force for the entire period covered by the Lease, the following classes of insurance in the form and with limits specified below, to be maintained until the Lease is terminated or expires or for such longer period of time as specified herein:

a) **Commercial General Liability** with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, providing coverage for the Lessee's use and occupancy of the Premises and its operations thereon and to cover such claims as may be caused by or arise out of an act, omission, or negligence of the Lessee or its officers, employees, laborers, agents, representatives, subcontractors and assigns.

b) **Commercial Automobile Liability Insurance** for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Lessee's use and occupancy of the Premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence.

c) **Employers Liability Insurance** with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.

d) **Umbrella / Excess Liability Insurance**, written on an occurrence basis in excess of the Commercial General Liability, Automobile Liability, and Employers Liability policies, and which is at least as broad as each and every one of such policies, with minimum limits of \$4,000,000.00 per occurrence, a general aggregate of \$4,000,000.00, and a products and completed operations aggregate of \$4,000,000.00.

The total amounts of underlying insurance required by this Agreement may be satisfied by Lessee purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section.

e) **Workers Compensation Insurance** and other employee benefits as required by Federal, state and local laws and ordinances and provide to Lessor immediately upon execution of this Agreement copies of any applicable certificates of compliance.

f) **Professional or Educator Liability insurance** covering itself, its officers, employees, agents, representatives, subcontractors and assigns, with a combined single limit of liability in an amount of not less than \$1,000,000.00 per occurrence, with a minimum general aggregate of \$2,000,000.00.

g) **Abuse or Sexual Misconduct insurance** covering itself, its officers, employees, agents, representatives, subcontractors and assigns, with a combined single limit of liability in an amount of not less than \$1,000,000.00 per occurrence, with a minimum general aggregate of \$2,000,000.00.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

Lessee shall provide to Lessor immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

- a. names each of the following as both **Additional Insured** and certificate holders for the Commercial General Liability, Automobile Liability, Employer's Liability, and Umbrella Liability insurance:
 1. Lumen Broadway Realty, LLC
 2. The Bishop of the Catholic Diocese of Cleveland
 3. The Diocese of Cleveland
 4. and Our Lady of Lourdes Parish
- b. provides that the Lessor and Prime Landlord shall be given thirty (30) days advance written notice of the cancellation or reduction of coverage, and
- c. provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
- d. With respect to the Commercial General Liability insurance, Additional Insured status must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.

15.2 As additional consideration during the term of this Lease and any renewal or extension thereof, Lessee shall reimburse Lessor for (a) the cost of all reasonable insurance carried by Lessor covering the Premises (to the extent allocable thereto), including but not limited to, Risk Insurance on the building and Lessor's contents to the full replacement cost thereof, liability insurance for bodily injury and property damage, boiler insurance if applicable, and the amount of any deductible or self insured retention required to be paid by Lessor in the event of any claim made by Lessor and (b) any amounts in the nature of the foregoing that Lessor must pay to Prime Landlord pursuant to the Prime Lease.

16. **PERSONAL PROPERTY.** Any and all trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and neither Lessor nor Prime Landlord shall not be liable for any loss or damage to such property from any cause whatsoever.

17. **INDEMNIFICATION.** Lessee shall, to the fullest extent allowed by law, indemnify and save Lessor, Prime Landlord, the Catholic Diocese of Cleveland, the Parish and their respective officers, shareholders, beneficiaries, partners, representatives, contractors,

agents, clergy, attorneys, and employees (the “Indemnified Parties”) harmless from and against any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys’ fees and litigation costs (“Claims”), arising out of or relating to: (a) Lessee’s default under this Agreement; (b) the occupancy or use of the Premises by Lessee or Lessee’s agents, contractors, employees, servants, sublessees or any others that Lessee allows onto the Premise (each a “Lessee Party”); (c) any act or omission of Lessee or any Lessee Party during the Term, or (d) Lessee’s violation of applicable laws, provided, in the case of section 17(b) and 17(c) herein, that said Claims do not arise out the sole gross negligence or willful misconduct of Lessor. In the event any Indemnified Party is made a party to any litigation commenced by or against Lessee to which the foregoing indemnity of Lessee would apply, then Lessee shall defend such Indemnified Party by counsel reasonably satisfactory to Lessor and pay all costs, and expenses incurred or paid by Lessor in connection therewith, failing which the entire amount thereof together with the Indemnified Party’s attorneys fees in connection therewith shall be added to Lessee’s agreement to indemnify the Indemnified Party and shall bear interest at the rate of ten percent (10%) per annum. The provisions of this Section 17 shall survive the expiration or termination of this Lease.

Lessee acknowledges that in agreeing to indemnify the Indemnified Parties pursuant to this section, it is waiving, as to the Indemnified Parties, any immunity it may have pursuant to Ohio workers compensation law, whether statutory or constitutional, including but not limited to Ohio Revised Code §4123.74.

18. DEFAULT AND TERMINATION.

18.1 Default. The following shall be deemed an event of default on the part of the Lessee:

- i) Failure to pay any sum to Lessor due pursuant to section 5 of this Lease for five (5) days following the date the same is due pursuant to such section;
- ii) Failure to comply with section 3.2, 6, 10 or 12 of this Lease;
- iii) Failure of Lessee to remove any liens or encumbrances placed on the Premises as a result of obligations or debts of the Lessee as set forth in section 9 above;
- iv) Abandonment of the Premises by the Lessee, by leaving the premises or a substantial portion thereof, vacant or deserted for a period of over thirty (30) consecutive days;
- v) Failure to comply with any other provisions of this Lease for twenty (20) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently

prosecute the same to completion;

- vi) Lessee becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

18.2 Occurrence of Default. Upon the occurrence of a default by Lessee, Lessor may, without prejudice to any other remedies, peaceably re-enter and take possession of the Premises. At any time during which Lessee is in default, Lessor may also terminate this Lease, without obligation to do so. Lessee shall pay Lessor all losses suffered by reason of Lessee's default, including (a) in the case of termination of this Lease, the difference between the rents and other charges becoming due and payable for the balance of the term of this Lease, less the amount of rent loss that Lessee proves could have been reasonably avoided, or (b) if Lessor does not elect to terminate this Lease, the rents and monthly charges due under this Lease, as they become due, less the amounts, if any, actually received by Lessor upon reletting the Premises; and in either case, the amount of any brokerage commissions, repairs, alterations, and similar expenses reasonably incurred by Lessor to relet the Premises. Lessee's obligation to pay the rent shall survive any termination of this Lease due to Lessee's default. Nothing contained in this Section 18.2 shall be deemed a limitation upon any remedies available to Lessor at law or in equity and Lessor shall have the right to undertake any of the aforementioned remedies independently, concurrently, or successively.

18.3 [Intentionally omitted]

18.4 Personal Property of Lessee. If, at any time, this Lease terminates, whether as a result of any Default by the Lessee, termination by Lessor, or simply by the expiration of the Term, the Lessee shall promptly remove all personal property from the Premises. By failing to remove any such personal property within thirty (30) days after the termination of this Lease, Lessee shall be deemed to have forever abandoned such property and Lessor may remove and dispose of the same in any manner it chooses. In no event shall Lessor be responsible for the preservation or safekeeping of Lessee's property.

19. **DAMAGE OR DESTRUCTION.** In the event that the Premises shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Lessee shall thereupon surrender possession of the Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee.

20. **POSSESSION AND CONDITION OF THE PREMISES.** Lessee has thoroughly examined and is familiar with the condition of the Premises. Lessee acknowledges that no representation as to the condition or repair thereof, including but not limited to any representation regarding the suitability of the Premises for Lessee's intended use and occupation of the Premises, has been made by Lessor, or Lessor's property manager, agents or employees. Lessee understands and acknowledges that it is Lessee's sole duty to determine whether the

Premises is suitable for its intended use and to determine the application of any zoning code or other laws and regulations pertaining to Lessee's intended use of the Premises.

Lessee hereby agrees to accept and take possession of the Premises in its "**AS IS,**" **PRESENT CONDITION** and "**WITH ALL FAULTS.**" LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

21. **QUIET ENJOYMENT:** Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

22. **SUCCESSORS OF THE PARTIES.** This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, but nothing in this paragraph shall authorize an assignment or subleasing of Lessee's interest herein without the express written consent of the Lessor.

23. **SEVERABILITY.** All agreements and covenants contained in this Lease are severable and in the event that any of them, with the exception of those in sections 5 and 6 hereof, shall be held invalid by any competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

24. **TAXES.** Lessee acknowledges that as of the Effective Date the Premises are exempt from real estate taxes. Notwithstanding the foregoing, if any real estate taxes, assessments (whether special or otherwise, ordinary or extraordinary), or charges of any kind or nature whatsoever, are levied, assessed, or imposed against the Premises, any part thereof, or on any improvements thereon, as a result of Lessee's occupancy, use, or possession thereof during the tax years occurring during the Term, then Lessee shall pay to Lessor, not later than twenty (20) days after Lessee receives from Lessor an invoice or request for payment, an amount equal to all such taxes, assessments, or charges regardless of whether such taxes are due and payable during the Term or subsequent to the Term. Lessee's obligations under this Section 24 shall survive the expiration or termination of the Lease. To the extent that the Premises is part of a larger tax parcel that includes other property of Lessor and/or Prime Landlord that is not a part of the Premises, Lessee shall be responsible for its pro-rata share of any tax bill for such parcel.

Lessor shall have no obligation to contest (or to cause Prime Landlord to contest) the imposition of any such taxes, assessments, or charges against the Premises, the amount of such, or the assessed valuations on which they are based, except to the extent that Lessee requests that Lessor do so and provided that Lessee will pay any and all costs, expenses or other amounts

incurred associated with such contest, including but not limited to reasonable attorney fees and amounts payable to Prime Landlord.

Lessee shall also be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Lessee, Lessor, or Prime Landlord contained in the Premises regardless of when such taxes become due and payable and, if said tax(es) are for Lessor's or Prime Landlord's property, on a pro-rata basis. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Lessee shall comply with any and all reporting requirements for the property located in the Premises.

In the event that payment of taxes pursuant this Section 24 becomes an economic hardship for Lessee, Lessee may terminate this Lease upon 125 days' notice to the Lessor, and this Lease shall terminate at the end of such 125-day period as if it had expired. In such a case, Lessee shall be responsible for the payment of all taxes that have accrued through the termination date of the Lease in addition to any other charges, costs, or other liabilities accrued as of the termination for which Lessee is responsible under this Lease.

25. **NON-WAIVER**. No waiver of any breach or default of Lessee shall be implied from any omission by Lessor to take action on account of any similar or different breach or default or from any acquiescence of Lessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

26. **NOTICE**. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing and shall be deemed given to each party at the following addresses or fax numbers, in the case of a faxed notice: (a) if delivered personally (including by overnight express or messenger), upon delivery; (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed; or (c) if given by facsimile, upon confirmation of transmission by facsimile.

Lessor:

Lumen Broadway Realty, LLC
1650 Tysons Blvd., Suite 600
McLean, VA 22102
Attn: General Counsel

Lessee:

George V. Voinovich High School
3398 East 55th St
Cleveland, OH 44127
Attn: Board President

27. **SIGNS**. Lessee may erect such signs upon the Premises as may be in compliance with appropriate local government regulations respecting such and as may be approved by the Lessor and Prime Landlord in advance, in writing.

28. **EMINENT DOMAIN**. If all or any part of the Premises (or, from and after the Effective Date until, October 1, 2021, any other part of the Building leased by Lessor from Prime Landlord) shall be taken or appropriated for public or quasi-public use by the right of eminent

domain, either party hereto shall have the right at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Premises.

In accordance with the Prime Lease, if any part of the building that Lessor does not lease from Prime Landlord shall be so taken and appropriated, Prime Landlord shall have the right at its option to terminate the Prime Lease, and if the Prime Lease is so terminated, this Lease shall terminate effective simultaneously therewith. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee. No temporary taking of the premises, and/or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement of rent or other obligation thereunder.

29. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

30. [Intentionally omitted.]

31. **CORPORATE LESSEE.** The person executing this Lease on behalf of Lessee hereby warrants that the Lessee is duly organized or qualified under the laws of, and is qualified to do business in, the State of Ohio and that each person executing this Lease on behalf of Lessee is authorized to sign and execute this Lease. It is agreed that evidence of such authority will be provided to Lessor upon request.

32. **ENTIRE UNDERSTANDING; MODIFICATION.** This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein and may not be changed or modified except by an instrument in writing signed by both parties.

33. **EXHIBITS AND ATTACHMENTS.** Any and all exhibits, amendments, addenda, or attachments, if any, attached to this Lease are fully incorporated herein and made a part hereof by this reference.

34. **CAPTIONS.** The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

35. **SUBORDINATION.** This Lease shall automatically be subordinate at all times to the lien of any mortgage now or hereafter placed upon the Premises. Lessee shall execute and deliver within five (5) days after Lessor's request for same, such instruments as may be desired by Lessor or by any mortgagee subordinating this Lease to the lien of any present or future mortgage.

36. **ESTOPPEL CERTIFICATE**. Lessee shall, within five (5) days after receipt of Lessor's request therefore, execute and deliver to any proposed purchaser or mortgagee of the Premises, a certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; whether Lessee knows of any default on the part of the Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim; and such other matters as may reasonably be requested by the recipient thereof.

37. [Intentionally omitted.]

38. **OHIO LAW**. This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

39. **LESSOR'S RIGHT OF USE AND ACCESS**. Notwithstanding anything to the contrary contained herein, Lessor and Prime Landlord shall have the right and license to use, and may grant to other parties the right and license to use, any portion of the Premises for business, educational, social or recreational functions, receptions and other activities or events. Prime Landlord and Lessor shall coordinate any use of the Premises with the designated representative of the Lessee. Any events or activities of Prime Landlord occurring after 5:00 p.m. on weekdays and anytime on weekends (i.e. "after-hours") shall have priority over any event or activities of Lessee; provided, however, that if Lessee has scheduled an event or activity for a specific time or date, that event or activity shall have priority over any after-hours activity of Prime Landlord arising after Lessee's event or activity or use has been scheduled. Neither Lessor nor Prime Landlord shall be obligated to pay any amount to Lessee for any use of the Premises for its events, activities, or use; provided, however, that, pursuant to the Prime Lease, Prime Landlord has agreed to reasonably cleanup those areas used by Lessor, and Lessor shall use its commercially reasonable efforts to cause Prime Landlord perform accordingly, subject to Section 43. Prime Landlord's use of the Premises is unrelated to the policies, operation, or uses of Lessee, and Prime Landlord's use of the Premises shall be as owner of the Premises and not as the agent, licensee, guest, or program of Lessee.

40. **LIMITATION ON LIABILITY**. If Lessee obtains a judgment for any claim under this Lease, such judgment shall be satisfied solely out of Lessee's interest in the Premises and the assets of Lessor.

41. **COUNTERPART SIGNATURES**. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. This Lease may be transmitted between the parties hereto by facsimile or in ".pdf" format via email, and the parties hereto intend that "fax" or emailed signatures shall constitute original signatures and any "faxed" or emailed Lease containing the signature (original or "faxed" or emailed) of a party hereto shall be binding upon such party.

42. **BROKER COMMISSION**. Neither Lessor nor Lessee has dealt with any broker or

agent in connection with the negotiation or execution of this Lease. Lessor and Lessee hereby each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party. The provisions of this Section 43 shall survive the expiration or earlier termination of this Lease.

43. **SUBLEASE PROVISIONS.** This Lease is subordinate to the Prime Lease in all respects. Upon any expiration or termination of the Prime Lease for any reason, this Lease shall be deemed terminated simultaneously therewith. Whenever this Lease describes obligations of the Prime Landlord pursuant to the Prime Lease (a "Prime Landlord Obligation"), Lessee hereby acknowledges and agrees that Lessor shall not be bound by such Prime Landlord Obligation and, rather, that Lessor's obligation in such respect thereto shall be to use its commercially reasonable efforts (which shall not include the bringing of any action in litigation) to cause Prime Landlord to satisfy such Prime Landlord Obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below.

LESSOR
LUMEN BROADWAY REALTY, LLC

LESSEE
SOUTHERN CLEVELAND DROP BACK
IN

By:_____

By:_____

Print:_____

Print: Sonya Boyd

Title:_____

Title: Board Chairwoman

Date:_____

Date:_____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, duly authorized, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 20__.

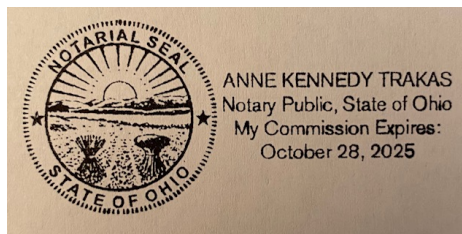
NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named _____, duly authorized, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 20__.

NOTARY PUBLIC



2 SECOND FLOOR
6-11/2005/5-1-0

School Name:	George Voinovich High School	Date:	2/25/2021
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6.3a Mission, Vision, Philosophy

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

Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
The mission of the school is to provide students with a high-quality education and the supports they need to become productive adult citizens.		
Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function, and success of the school over time.
Our vision is to become a school that provides an opportunity for high school students to be college-ready and/or workforce-ready. The school curriculum model embraces standards-based instruction in such a way that allows for research-based resources to be used within a framework of best practices fostering engagement to produce students who are considered highly qualified candidates for post-secondary success. Research shows that the four components of high school, career, and college readiness are: cognitive strategies, content knowledge, self-management skills, and knowledge about postsecondary education. With this understanding in mind our school's curriculum model embeds the very components that foster high school, career, and college readiness.		
Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
The school will serve students in grades 9-12 whose families desire school choice. Creating a safe, caring, student first environment is critical when working with at-risk students. Students will be given the opportunity to control how they participate in their own education with flexibility to meet their unique needs. We will provide a safe, secure, and positive individualized learning environment for children as an alternative to traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The school serves students who have either been displaced or underserved by traditional public schools. Since our students often arrive more than one full grade level behind, our instruction is focused on mastery of standards not time in the seat.		

All students have different needs, learn at various rates, and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project-based learning, interest driven and talent-driven opportunities with a healthy mind and body emphasis. Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st century learners as well as competent 21st century citizens. Students will learn and grow with the guidance of Highly Qualified Teachers, Success Coaches, and Intervention Specialists. The school will provide a safe and nurturing environment, placing a premium on self-discipline, individuality, and responsibility. The dedicated staff will work in small groups and one-on-one with students, addressing not only their learning issues but also their life situations that have prevented success in traditional schools.

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the Ohio Learning Standards (OLS) for English Language Arts, mathematics, science, social studies, visual arts, and physical education.

Research shows us that the dropout rate is the result of student, family, and school factors that collectively disengage students from formal education. The School will address all three to re-engage students in the learning process. The school will be designed for students who will thrive in a collaborative, nurturing, and self-paced environment and are willing to put forth the effort required to succeed. The school will have a holistic focus on each student and aim to address everyone's unique needs, both in and out of school. The school's mentoring program will provide individualized support for each student and will help to foster strong working relationships with each one.

6.3b Curriculum

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

Curriculum – Learning Standards	6.3b	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning.</p> <p>If the school will use Ohio's Learning Standards in all core and non-core content areas, please check the box. <input checked="" type="checkbox"/></p>
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The school will use Ohio's Learning Standards for core all content and non-core content areas. The non-core content area is physical education. A link to the standards can be found at <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>

Career – Tech Education (CTE) - The school will offer CTE instruction in the 5 distinct career fields of Information Technology, Construction, Healthcare, Manufacturing, and Child Development Associate. The school will utilize Ohio's Career Technical Content Standards. The affiliated links are below:

<http://education.ohio.gov/Topics/Career-Tech/Information-Technology-Career-Field>

<http://education.ohio.gov/Topics/Career-Tech/Construction-Technologies-Career-Field>

<http://education.ohio.gov/Topics/Career-Tech/Health-Science-Career-Field>

<http://education.ohio.gov/Topics/Career-Tech/Manufacturing-Technologies-Career-Field>

<http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Industry-Recognized-Credentials-and-WorkKeys/Industry-Recognized-Credentials/Education-and-Training>

<http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Social-and-Emotional-Learning/Social-and-Emotional-Learning-Standards/K-12-SEL-Standards-Full-Final.pdf.aspx?lang=en-US>

Curriculum - Model	6.3b	<p>2) Does the school plan to use the Ohio Model Curriculum?</p> <p><input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
<p>The ultimate focus of the school’s curriculum is to assist students in earning a high school diploma while preparing them for employment and higher education opportunities. The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the Ohio Learning Standards (OLS) for English Language Arts, mathematics, science, social studies, visual arts, physical education and social-emotional learning..</p>		

Students will participate in one of the following career programs: Construction/Carpentry, Certified Nursing Assistance, Career Based Intervention, or a Trade Program approved through the local Career Center. All students will complete a success plan with the help of our guidance counselor and their success coach. The success plan will focus on academic and career goal setting, skills and research.

Curriculum - Pacing Guides

6.3b

3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.

The Head of School and Director of Academics, along with the teachers to develop the curriculum maps and pacing guides for the school. Teachers and administration will use student data to drive the curriculum mapping process. Throughout the school year, as the curriculum maps are developed, teachers will receive ongoing professional development on deconstructing the standards. To ensure there are no additional gaps, our team will work together to create curriculum maps for every core subject and grade level. The pacing guides will be developed to provide an individualized timeline for moving through the curriculum. The driving force in the curriculum mapping process was the review of the ODE Model Curriculum. We will continue to review the maps annually to ensure the OLS are accurately met.

Curriculum Maps

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum mapping process produces documents that outline the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. It is a process for collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for each subject area and grade level. All School Curriculum Maps and Pacing Guides will be continuously updated. A curriculum mapping process and document are not curriculum guides. A mapping process looks at the pacing guide, at the end of the year or mid-way, to see which standards were taught as identified in the pacing chart and those that were not. Teachers examine why identified standards were not taught, root cause, and how those missing standards can be incorporated in reteaching. It addresses concerns with pacing and if teachers are spending too much time re-teaching the entire group.

Curriculum maps in ELA and Mathematics will be created by the teachers and Director of Academics. We will follow the curriculum maps and pacing for this content based on the needs of the students and expectations of Ohio State Tests. The school will adopt an Ohio Model Curriculum balanced with student performance data acquired over time.

Curriculum maps in Science and Social Studies will be developed using:

- ODE Model Curriculum and Ohio Learning Standards
- Assessment schedules
- Teacher expertise in grade level and content

The major difference between curriculum maps and pacing guides is that curriculum maps are what will be taught during the current school year, while pacing guides are when and for how long content will be taught.

Pacing guides

Pacing guides are like timelines showing what each teacher will cover over the course of a year. Each subject area follows a logical sequence within a grade level and between grade levels. The pacing guides will sequence the Ohio Learning Standards in a logical and progressive manner. The pacing guides will outline what is to be taught, when it is to be taught and for how long it is to be taught. The pacing guides will outline the scope – the set of topics that will be studied. The scope is the breadth and depth of the course content. The pacing guides will be developed and refined continually, as student performance data informs results in mastery of the standard. Pacing guides will be individualized and adjusted to each student's needs. We will complete the following:

- Pacing guide development will involve teachers in the development and review of the pacing guides.
- The team will review the school calendar and assess the need to allot more time for more in-depth standards. The team will determine which standards may need more time, the team will reviewed the OLS looking for difficult standards, standards with multiple layers or sub-standards.
- Pacing guides will be reviewed during Professional Development meetings during summer, weekly grade level meetings during the school year, and professional development days in correlation with data review to inform decision making and adjust pacing, breadth and depth.

Curriculum maps and pacing guides for Art, Music, and PE will be created by the specialists. When possible, the specialists will work collaboratively with other ACCEL teachers in the same subject area to develop curriculum maps and pacing guides. For curriculum mapping, the specialists will go through the process of collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for the subject area (Art, Music, PE) and grade level. The completed curriculum map will then become a tool that helps teachers keep track of what has been taught and plan what will be taught. The pacing guide will be developed to help plan the year to enable the teachers to cover necessary material.

Curriculum – Lesson Template	6.3b	4) Explain what specific components are to be included in model lesson plan templates and rationale.
<p>The school will use an online platform developed by a team of teachers within the district. For new lessons or lesson modifications, teachers can use a template similar to the format below. All teachers will be required to outline the State Standards addressed (OLS), lesson objective, materials needed for the lesson, assessment, and structure. The rationale behind these components is to provide a consistent framework for all teachers across the school while allowing for creativity and differentiated instruction.</p>		
Teacher:		Grade:

Content:		Date:
Ohio Learning Standard(s):		
Identify each of the above as Essential or Comprehensive		
Skills:		
DOK1	DOK 2	DOK 3
Lesson Title/#:	Unit Title/#:	Module Title/#:
Lesson Objective/Goal(s):		
Lesson Component:		
Vocabulary:		
How will vocabulary be taught throughout the lesson?		
Fluency/Application Problem:		
What are the student actions during the fluency/application problem?		
What are the teacher actions during the fluency/application problem?		
Concept Development:		

What are the student actions during the concept development?		
What are the teacher actions during the concept development?		
How do I check for understanding during/after the concept development?		
Problem Sets:		
Is the problem set independent or collaborative?		
What are the student actions during the problem set?		
What are the teacher actions during the problem set?		
How am I going to check for understanding during the problem set?		
Debrief:		
What are the student actions during the debrief?		
What are the teacher actions during the debrief?		
Exit Ticket:		
What are the student actions during the exit ticket?		

What are the teacher actions during the exit ticket?		
Homework:		
Differentiation/Meeting Students' Needs:		
<div>Notes:</div>		
Curriculum - Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
<p>Curriculum maps and pacing guides for Art, Music, and PE will be created by the specialists and be individualized to meet the needs of each student. When possible, the specialists will work collaboratively with other ACCEL teachers in the same subject area to develop curriculum maps and pacing guides. For curriculum mapping, the specialists will go through the process of collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for the subject area (Art, Music, PE) and grade level. The completed curriculum map will then become a tool that helps teachers keep track of what has been taught and plan what will be taught. The pacing guide will be developed to help plan the year to enable the teachers to cover necessary material.</p> <p>The alignment of the school's curriculum model to the Ohio Learning Standards (OLS) is embedded in the ODE Model Curriculum for ELA, Mathematics, Social Studies, Science, and Fine Arts, and Ohio Association of Health, Physical Education, Recreation, and Dance (OHPERD) standards for PE. The School intends to support the Model Curriculum by creating pacing guides for each area and/or utilizing pacing guides provided from the curricular resources. To create these pacing guides, we will/have a comprehensive review of all Ohio Learning Standards, unpacked each standard (including content and vocabulary), included guiding questions for modeling and check for understanding, identified mastery for each standard, and considered time for re-teaching if mastery is not met. The pacing guides will continually be reviewed and adjusted based on student achievement. The Director of Academics will continually work to review the updated Model Curriculum documents, pacing guides, and curricular resources to ensure alignment with the OLS.</p> <p>By utilizing the ODE standards-based model curriculum, pacing guides, academic framework, and curricular resources, our teachers will be able to provide high quality instruction that will allow our mission to thrive.</p>		

The alignment in the school's curriculum model and philosophy is rooted in its structure of focus on closing the achievement gap, providing an avenue for proficiency in students. Our School's philosophy is that all students can reach proficiency and beyond when given the appropriate academic structure and support. The school's curriculum model places its focus on evidenced-based best practices that have been proven to close the achievement gap and move students to proficiency.

Curriculum - Literacy Skills

6.3b

6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE Ohio's Plan to Raise Literacy Achievement Birth-12, January 2018).

The school has chosen to adopt Accel School's extensive Literacy Plan which has been attached for reference. The ACCEL Schools Literacy Plan articulates the components of literacy instruction and the research base for each. All components are grounded in relevant literacy research and includes evidenced based strategies. Stakeholders are expected to internalize and operationalize this plan to meet the needs of their respective schools and communities. The components of the ACCEL Schools Literacy Plan guides the work of school teams in meeting the literacy needs of all students, including those students who are second language learners and those who have cognitive challenges. While strategies specific to meeting the diverse needs of our students are not specifically noted in this plan, there is an expectation that Special Education team members and those who support English language learners devise supports to engage these students in the same components of the literacy plan using strategies that are specific to the needs of those students.

Key stakeholders include the school community, the governing Board of the school, sponsors and authorizers, families, students, school staff, building leadership teams and ACCEL Schools leadership members. Each of these stakeholders play a different role in the support and execution of this plan. With support from the ACCEL Schools leadership and building level teams, it is expected that each stakeholder internalizes this Literacy Plan and its aspects at a level that is appropriate for their role in the execution, monitoring and assessment of the plan. With each stakeholders' support, over time students who attend an ACCEL School consistently will reach their full reading potential.

Curriculum - Future Success

6.3b

7) Describe how the school will identify and support student's future success (i.e. focus on career, project- based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).

The school will support students using the outline provided by ODE with the College and Career Readiness Program. The school will utilize monitor the current needs and anticipate the future workforce demands of the economy. The school will prepare learners to succeed in lifelong learning and careers through secondary-postsecondary programs of study that include high-level academic and technical skills in real life contexts. The school will support career development for all learners, career pathways for high school students and workforce development. The school will explore using college credit plus programs and partnering with a local college for students to obtain early college curriculum and credit. The school will link to the Ohio Means Jobs Framework to ensure that we are incorporating age-appropriate college and career readiness exposure.

6.3c Instructional Delivery Methods and Resources/Materials

Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology?* With strong evidence and great detail, each of the following items should be addressed.

Instructional Delivery
Methods

6.3c

- 1) Explain in detail the primary, evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.

Evidence Based Programs and Strategies Documentation Tool

Evidence Based Program or Strategy	Evidence Based Levels	References for Levels 1-3 Activity or Description of Level 4 Activity
Leveled Literacy Intervention	1	https://ies.ed.gov/ncee/wwc/Intervention/1287
Systems for Teacher and Student Advancement	1	https://ies.ed.gov/ncee/wwc/Intervention/803
Functional Behavior Assessments-based Interventions	1	https://ies.ed.gov/ncee/wwc/Intervention/1241

Instructional Delivery
Methods - Blended
Learning Instructional
Model

6.3c

- 2) Is the school using a blended learning instructional model, as defined in section [3301.079](#) of the Revised Code? If yes, check box. ☐

Blended Learning Requirements - please provide ALL of the following:

- An indication of what blended learning model or models will be used;
- A description of how student instructional needs will be determined and documented;

		<p>c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;</p> <p>d. The school's attendance requirements, including how the school will document participation in learning opportunities;</p> <p>e. A statement describing how student progress will be monitored;</p> <p>f. A statement describing how private student data will be protected;</p> <p>g. A description of the professional development activities that will be offered to teachers.</p>
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N/A

Instructional Delivery Methods – Research Base	6.3c	3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. Refer to <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.
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Evidence Based Programs and Strategies Documentation Tool		
Evidence Based Program or Strategy	Evidence Based Levels	References for Levels 1-3 Activity or Description of Level 4 Activity
RTI – Response to Intervention: - Differentiated Reading/Math Instruction for All Students. - Intensive, Systematic Instruction for Some Students.	Level 1, 2	Gersten, R., Compton, D., Connor, C.M., Dimino, J., Santoro, L., Linan-Thompson, S., and Tilly, W.D. (2008). Assisting students struggling with reading: Response to Intervention and multi-tier intervention for reading in the primary grades. A practice guide. (NCEE 2009-4045). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education. Retrieved from http://ies.ed.gov/ncee/wwc/publications/practiceguides/ .
Instructional Coaching: Coaching programs are broadly defined as in-service PD programs where coaches or peers observe teachers' instruction and provide	Level 1	Matthew A. Kraft, David Blazar, Dylan Hogan. The Effect of Teacher Coaching on Instruction and Achievement: A Meta-Analysis of the Causal Evidence. Review of Educational Research, November 2016

feedback to help them improve. Coaching should be individualized, time-intensive, sustained over the course of a semester or year, context-specific, and focused on discrete skills.		
Positive Behavior Support: PBIS seeks to reduce or eliminate poor behavior schoolwide through the encouragement of positive behaviors.	Level 1	https://www.pbis.org/research
High-leverage practices (HLPs) and evidence-based practices (EBPs) when used together can become powerful tools for improving student outcomes.	Level 1	Erica McCray, Mary Brownell, Margaret Kamman, Suzanne Robinson, CEEDAR Center (2017)
Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
<p>English Language Arts: A teacher-built online curriculum will be used to provide core reading instruction to students. The curriculum delivers effective vocabulary instruction, reading comprehension instruction and differentiation to meet the needs of all learners.</p> <p>Mathematics: A teacher-built online curriculum will be used to teach the Ohio Learning Standards for Mathematics. The curriculum provides a standards-based approach integrated with creative instruction and digital learning to provide a robust approach to mathematics instruction. The curriculum is aligned to the Ohio Learning Standards for Mathematics and provides teachers with the alignments to the Ohio Learning Standards for mathematics. It provides balanced instruction on mathematical content and practices that focus on application, critical thinking, and multiple representations.</p> <p>A teacher-built online curriculum will be used to teach the Ohio Learning Standards for Science is aligned to the Ohio Learning Standards. The program is inquiry-based and designed in a manner to engage the interest of students. The curriculum challenges students to think about real life</p>		

applications with STEM skills being emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry, and independent inquiry.

A teacher-built online curriculum will be used to teach the Ohio Learning Standards for Social Studies is aligned to the Ohio Learning Standards. Students learn about people, places, and events that help them make connections to the world in which they live. Units are organized around big ideas, and essential questions set the purpose for reading and focuses on a specific reading skill. These reading skills are explicitly addressed and assessed. Ohio specific resources are provided in accordance with the Ohio Learning Standards for Social Studies. Students are presented with biographies, point of view, primary sources, citizenship skills, and critical thinking skills to analyze, apply knowledge, make thoughtful decisions, pose questions, and apply events in history. Online programs include assessments, video selections, and interactive presentations to support student learning.

All classrooms will be equipped with the supplies and equipment to meet the needs of our students. Each classroom will be equipped with online curriculum (1:1 ratio), access to schoolwide assessments, and Chromebooks (1:1 ratio). We will work with FIT technology to ensure each classroom has access to the internet will be added to each classroom as funds are available. All specialists will have the needed supplies and materials to provide standards-based instruction.

Instructional Delivery Methods - Resources/Materials	6.3c	5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
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The instructional resources for the core curriculum are chosen by committee. The committee is responsible for reviewing vendors and materials. The resources are chosen based on The National Common Criteria for Quality Instructional Materials which included a discussion on 1. Content, 2. Equity and Accessibility, 3. Assessment, 4. Organization and Presentation, and 5. Instructional Design & Support. Once narrowed down, the final candidates are put before the Board of Directors for approval.

In the future, the change process for instructional resources and materials will continue to be data driven. It is not uncommon for a school to purchase an instructional resource only to determine there are gaps in the alignment to the State Standards. Based on the curriculum mapping process, we will determine any gaps and evaluate resources needed to fill these gaps including both text and online options. Should student data or teacher feedback determine a curriculum resource is needed, we will go to the Board for approval. Rather than set a review schedule (i.e. every five years), we will review our resources annually as part of our school-wide needs assessment. As part of the needs assessment, we will gather feedback from all stakeholders including teachers, parents, administrators, and when appropriate the students.

6.3d Continuous Improvement and Professional Growth

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the <u>Ohio 5-Step Decision Making Process</u>. Describe the structures and processes to support the improvement planning.
<p>The School embraces and supports the Ohio Improvement Process (OIP). Ongoing meetings will be held to discuss the student data and determine our progress towards the goals in the OIP. In year 1, the school will develop a Community School Leadership Team (CSLT) to develop our OIP. The CSLT will be composed of the Head of School, Director of Academics, two content teachers and if possible, a parent. In stage 1, data will be used to identify our school's critical needs. We will do this through an analysis of national and local assessments and information on Teacher Quality/needs. During Stage 2, we will develop our goals, strategies, indicators, and action steps which are focused on the Stage 1 critical needs (we will focus on adult (professional development) and student needs (academic, climate, and social/emotional). In stage 3, the CSLT will implement strategies and action steps to achieve district goals. Data will be used to monitor fidelity of implementation and effect on changes in adult practice and student learning. Throughout, the school will use the Ohio 5 Step Process (Step 1 – Collect and chart data, Step 2 – Analyze data, Step 3 – Established shared expectations for implementing specific changes, Step 4 – implement changes consistently, Step 5 – Collect, chart, and analyze post data). Finally, in Step 4 we will evaluate the improvement process by reviewing data and gathering evidence of implementation and impact. Teacher based Teams (TBT) will meet on a weekly basis to analyze data at the school, grade level, classroom, and student levels. The staff will meet in horizontal groups to compare student growth in that grade level and vertical groups to discuss data in the grades above and below. The process will be led by the teachers with support from the director of Academics</p> <p>The OIP will be presented to the Board of Directors in the beginning of the school year for input. Every Board Meeting, the Board of Directors will be given updates on our progress towards the OIP goals, strategies, indicators, and action steps. The information presented in the OIP will be one tool the Board of Directors will use to monitor the progress of the school.</p> <p>Monthly meetings will entail reviewing the school-wide goals (Reading, Math, Behavior) to determine if we are on track as well as reviewing supporting data (Standardized Test results, assessments), Targeted assistance students (Limited, Basic, Advanced)). The Director of Academics will gather data from every classroom teacher and will review every grade level with all teachers and administrators at data meeting. Any student who is below proficient for that month will be identified and the MTSS Team will determine what measures need to be taken to get the student to the proficient level. Grade level teams will also determine if strategies need adjusted to meet goals (Reteach, Redo, Remediate, Retain).</p> <p>The goal of the CSLT is to create conditions for perpetual learning – an environment in which innovation and experimentation is the way to conduct day-to-day business to achieve the goal of increasing student achievement.</p>		
Ohio Teacher Evaluation System (OTES)	6.3d	2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators. <p><input checked="" type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p>

		<input type="checkbox"/> The school will implement an alternative evaluation system as described below. 3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?
The school will implement OTES. The Head of School will be the evaluator.		
Ohio Principal Evaluation System (OPES)	6.3d	4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents. <input checked="" type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System. <input type="checkbox"/> The school will implement an alternative evaluation system as described below. 5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?
The school will implement the Ohio Principal Evaluation System. The principal is evaluated by the Regional Vice President and the Executive Vice President.		
Local Professional Development Committee	6.3d	6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.
All professionally licensed school personnel will be responsible for developing IPDPs for license renewal. Professionally licensed school personnel will meet as necessary to complete this process or as other related tasks require. The school will utilize the Ohio Standards for Educators as criteria for quality IPDP development. The school will seek to participate the Accel Schools Consortium and abide by its bylaws and processes/ procedures for approval of IPDPs and licensure applications/renewals. The school will select a representative to participate in Consortium meetings, be responsible to communicate between the Consortium and professionally licensed school personnel for general and individual information, and enter data into the My.LearningPlan.com tracking system.		

Resources: <http://education.ohio.gov/Topics/Teaching/Professional-Development/LPDC-s/Local-Professional-Development-Committee#FAQ1886> (<http://education.ohio.gov/Topics/Teaching/Resident-Educator-Program/Establishing-a-Local-Resident-Educator-Program>) to establish RE Program including establishing the right personnel, assigning a program coordinator in OEDS, and establishing local RE policies and procedures. We will strive to maintain a low Mentor to Beginning teacher ratio (1:3 or lower).

Resident Educator Program

6.3d

7) Discuss implementation of Ohio's Resident Educator Program in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).

The school will participate in the Ohio Resident Educator Program, a four- year induction system of support and mentoring for new teachers. The goal of the RE Program is for new teachers to successfully complete the program in order to qualify for a five-year professional educator license. As a new Community School, the school will first need to determine if the staff of the school has the necessary qualified personnel to implement a RE Program. If not, we will identify appropriate individuals and work to have them qualified. We will then use the ODE resources (<http://education.ohio.gov/Topics/Teaching/Resident-Educator-Program/Establishing-a-Local-Resident-Educator-Program>) to establish RE Program including establishing the right personnel, assigning a program coordinator in OEDS, and establishing local RE policies and procedures. We will strive to maintain a low Mentor to Beginning teacher ratio (1:3 or lower).

Resident Educators will work collaboratively with their Mentor to complete the RE Program requirements by:

- Using the Ohio Teacher Evaluation System forms for self-assessment and goal-setting.
- Demonstrating use of authentic teacher work, such as lesson planning, data analysis and assessment for reflection.
- Reflecting on teacher work that shows the continual implementation of the “Plan, Teach, Assess, Reflect, Revise” teaching-learning cycle by completing a collaborative log or interactive journal (or other locally developed collaborative tools).
- Participating in the mentoring in program Years 1 and 2 and having one formal annual observation completed by the mentor.
- Analyzing student work during the mentoring in program Years 1 and 2 by using the state’s Gathering and Synthesizing Data Tool (or other locally developed data tool).
- Successfully completing the Resident Educator Summative Assessment to advance to professional licensure.

Resident Educator meeting documentation and assignments will be maintained on campus by the Mentor Teachers.

The school will participate in ODE meetings and ODE reporting as required by CORE.

The Head of School will be the point of contact.

The Resident Educator Program will be handled by both the Head of School and the Director of Academics.

Meetings will be held on campus as needed.

Professional Development Plan for Teachers	6.3d	8) Using the Ohio Standards for Professional Development (adopted 2015) , describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
<p>Annually, the school will conduct a comprehensive needs assessment gathering data from students, teachers, and stakeholders. We will then perform a gap analysis to determine where our needs are. Based on this data, we will develop a professional development plan which will be aligned with the needs assessment which drives the OIP. The school will align all professional development plans to the Ohio Standards for Professional Development. The Ohio Standards for Professional Development define the essential elements of a strong professional learning system.</p> <p>Standard 1: Learning Communities</p> <p>Effective professional learning takes place within a system, with a culture of collaboration and shared responsibility. In an effective system, all members are focused on a cycle of continuous improvement, which maintains its focus on a set targets goals that align with larger school and system goals. Through our Teacher Based Teams (TBTs) and PLC's, our teachers will be part of a system that holds a shared responsibility for having a growth mindset in their craft. Continuously pushing for proficiency in their students. Within the structure of this Learning Community teachers will discuss, develop, give feedback, review, and revise strategies for gaining proficiency in students.</p> <p>Standard 2: Leadership</p> <p>Leaders in effective professional learning systems may be found at the classroom, school or system levels. What these leaders share is the belief that professional learning is key to increasing student results – and, as a result, learning is among their top priorities. Effective leaders maintain a persistent focus on educator professional learning. Our school will maintain a teacher leader for TBT's as well as Mentor Teacher's for the Resident Educator Program.</p> <p>Standard 3: Resources</p> <p>To achieve goals, effective professional learning requires human, fiscal, material and technological resources – and time. Our School's professional development calendar will map out the time for professional development for preservice as well as through the school year. Resources needed for professional development may include but are not limited to, pacing guides for each grade level and each subject area, all core and supplemental resources, <i>Teach Like a Champion, A Framework for Understanding Poverty, Leverage Leadership, Mindset, External Leadership Coaching, Internal Leadership Coaching, External Assessment Implementation and Analysis (NWEA), and Internal Assessment Implementation and Analysis.</i></p> <p>Standard 4: Data</p> <p>To have a balanced and comprehensive view of student, educator and system performance, educators must collect, analyze and interpret multiple source of quantitative and qualitative data. Sources for this may include, but will not be limited to, the results of the Ohio Principal and Teacher Evaluation Systems, IPDP, formative and summative assessments, performance assessment results, observations, samples of work, portfolios and self-reports of educator needs. Analysis of student achievement data will also inform the continuous improvement process and opportunities for PD to support strategies to be implemented in the classrooms.</p> <p>Standard 5: Learning Designs</p> <p>Research has revealed much about how people learn, and educators should use this information to design high-quality professional learning that will impact teaching and student achievement. The use of multiple designs for learning are supported by evidence and while they differ, they share</p>		

features such as active engagement, modeling of new techniques or practices; opportunities for application, reflection, self-assessment and feedback; and monitoring and support during implementation. Teachers will all be observed regularly by the Head of School and Director of Academics who will be monitoring and supporting the implementation of skills and strategies previously discussed in coaching meetings. During the weekly coaching meetings, teachers will have opportunities to reflect upon their teaching either by a discussion with the Director of Academics on the lesson or by observing a recorded lesson that was taught. The teacher will be given time for self-assessment and feedback collaboratively with the Director of Academic. During the coaching meeting, there will be opportunities for practice and modeling of a specified techniques and how make improvement.

Standard 6: Implementation

When systems have in place the foundational elements for professional learning, they must then take action. Knowing is not the same as doing. Through the ongoing professional development method of instructional coaching, teachers are expected and monitored on the actions taking place daily in the classroom. With the coaching model being implemented in our school, the knowing/doing gap becomes less of an obstacle as continuous observation and support is embedded in the system. Additionally, analysis of student achievement data will also inform the continuous improvement process and opportunities for PD to support strategies to be implemented in the classrooms.

Standard 7: Outcomes

Student and educator standards specify what students and educators should know and be able to do. By aligning professional learning with these high expectations for students and educators, the link between educator learning and student learning becomes explicit. Making these connections creates a coherent system in which activities and professional learning do not take place in isolation. Professional development during preservice revolving around pacing guides for Ohio's Learning Standards helps to give a deeper understanding of standards in order to link more concretely the educator learning with the student learning. Throughout the school year data teams will meet to identify professional learning needs in response to data results. Throughout the school year leadership walk-throughs will also be done in order to gather data and find areas for focus in growth that will lead to future professional development session.

Professional Development Plan for School Leaders

6.3d

9) Using the Ohio Standards for Principals 2018, describe how the school will *develop, implement, and evaluate* a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.

The Regional Vice President will complete a needs assessment and work with the Principal to *develop* a Professional Development Plan. The plan will be *implemented* and supported through summer training, targeted leadership training and job embedded coaching. The Principal will be supported through ongoing professional development sessions for more intense development of skills and strategies. The Principal will also receive differentiated support from the Regional Vice President throughout the year. In addition, the Principal will participate in ongoing weekly calls for individualized professional development with the Regional Vice President and a representative from the school's sponsor that focuses on specific building needs. The progress on the plan will be *evaluated* through data collected from student data (academic, climate, and survey), OTES, OPES,

PDPs, and the Resident Educator Program. The plan will be embedded in the school's continuous improvement plan through the activities/milestones which support each of the school's goals.

School Calendar	6.3.1	9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.
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See Attached

Bell Schedule	6.3.1	10) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.
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See Attached

6.3e Prevention and Intervention Policy

A Comprehensive System of Learning Support Guidelines, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students.

<https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.
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		<p>2) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
<p>The school will implement a research-based Multi-Tiered System of Supports (MTSS) framework and will establish a school based MTSS team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to accelerate their learning. The School Principal will lead the MTSS framework and serve as the leader for MTSS. Starting with the MTSS process in the general classroom, the School's 3-tiered system utilizes multiple measures including, but not limited to, teacher observation, results from Ohio's State Tests, normative testing (STAR), report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. 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" in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the MTSS process.</p> <p>The IAT uses the Multi-Tiered System of Supports (MTSS) model to identify and measure the success of the interventions and plans. Based upon the American Institutes for Research's Multi-Tiered System of Supports essential components, Our School will utilize this multi-level prevention system to maximize student achievement and reduce behavior problems. The four essential components of an MTSS framework include screening, progress monitoring, multi-level or multi-tier prevention system, and data-based decision making.</p> <p>The teachers and IAT will screen students, review data, complete classroom observations, and give teacher/parent/student surveys to make via the School Referral Form. The Referral Form has teachers indicate any concerns they may have academically or behaviorally, outline student successes, and share data that led them to refer the student. This form is submitted to the Principal and is placed in the IAT binder. A meeting will be scheduled for the IAT to review observations and data.</p> <p>The IAT will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and a schedule a follow up meeting date. These intervention plans are developed by all instructional staff involved including parents, Intervention Specialists, Teachers, Administrators, Title I staff and other support staff. These interventions will be monitored and evaluated for effectiveness during an agreed upon time frame with an agreed upon frequency, which will depend on the individual student and the interventions being made. During this time, the IAT will implement and progress monitor the chosen interventions.</p> <p>During the follow up meeting, the IAT will review data and determine the effectiveness of the intervention. Interventions, Observations, Progress Monitoring and Evaluation are recorded and documented by all instructional staff involved, including parents when appropriate. If the interventions are successful and lead to expected outcomes and goals, the intervention will continue until the student is able to perform proficiency. 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, or until the IAT moves to the next tier, where the process will be repeated. If in the end of the successive interventions of the MTSS process, progress is not made and effectiveness has not been determined, a student may be referred for evaluation for Special Education.</p>		

There are three levels of interventions, inclusive of timelines and intensities, as outlined below:

Three-Tier Model of the Multi-Tiered System of Supports Model

Tier 1

Most Important Level

Includes All Students

Scientifically Based Curriculum with High Quality Instruction

Differentiated Instruction

Universal Behavior Management System

Universal Screenings: Formative and summative assessments

Tier 2

Small group instruction

Differentiated and/or leveled grouped instruction inside or outside of the classroom

Target a specific skill to improve

Small group size

Frequency: 2 to 3 times per week

Duration: At least 6 weeks

Monitor progress at least weekly

Parents may be invited and will be notified via a phone call or letter

Developed programs

Title I Reading, Title I Math

Tier 3

Intensive, Smaller group instruction

Differentiated and/or leveled grouped instruction inside or outside of the classroom

Target a specific skill to improve

Smaller group size: no more than 3

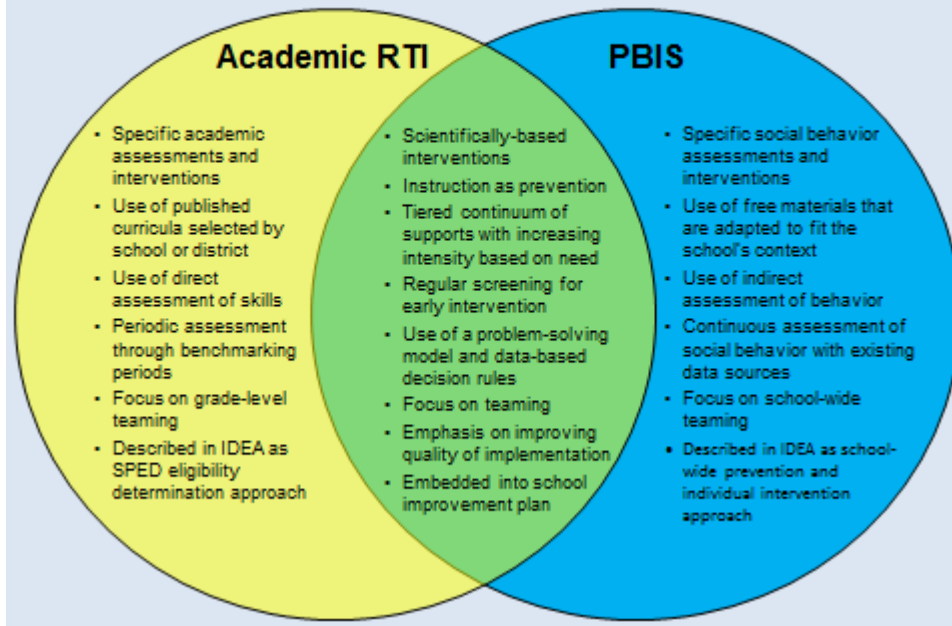
Frequency: 4 to 5 times per week

Duration: At least 8 weeks

Monitor progress at least two times per week

Parents will be invited and should be involved

Features of MTSS (McIntosh & Goodman, in press)



The School utilizes the Home Language Survey developed by the Department of Education to identify students whose Primary or Home Language is Other Than English (PHLOTE) according to ODE guidelines. Once students have met the PHLOTE criteria (failed to PHLOTE) the school contracts with its provider to evaluate the student's level of English Proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These interventions may include the participation of an LEP/EL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction. Intervention resources may include research-based language instructional programs, assistive technology, audio resources, and online language instruction. Providers of LEP/ELL services and general education teachers regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.

Students identified as LEP students must participate in the Ohio English Language Proficiency Assessment (OELPA) to determine their level of English proficiency. Parents are informed of the student's LEP/ELL status and program first through a parent notification letter in either English or the parent's native language detailing the results of the OELPA, explaining the need for LEP/ELL services, program participation and exit

requirements, providing the parent with program options. Parents are informed regularly of the student's progress, their OELPA results, and are informed when the student has met criteria for exiting the LEP/ELL program.

Our School can serve gifted students well since the school's model enables self-pacing and hundreds more digital electives than most schools. Strong and gifted students can move faster and be more challenged than in most schools.

The School complies with all requirements of the McKinney-Vento Homeless Assistance Act, including the provision of transportation when necessary, having an appointed liaison, and removing all barriers to enrollment.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its OIP School Improvement Plan. The OIP School Improvement Plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an OIP School Improvement Plan by September 30th.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan

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

Nationally Normed Assessment

6.5

1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, [ODE approved standardized testing tool](#). It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.

Various assessments will be used to measure each student's progress toward the school's scholastic goals and to monitor whether a particular methodology is working.

STAR: STAR is a nationally-normed assessment that is aligned to Ohio Learning Standards, and will be given to all students who are in grades 9-12 to assess reading and mathematics. This assessment will provide teachers with a set of baseline data to inform instruction. The students will be tested at beginning of enrollment and end of the school year to provide teachers and parents with a roadmap to instruction that identifies student gaps in learning and need for intervention as well as areas in which students can be accelerated. This information will be vital to the school leadership as they develop professional development plans, make programmatic changes, and plan for school growth. The test is aligned to Ohio standards and will be a valuable tool as teachers assist students on their journey to standards attainment and proficiency on state assessments.

Ohio's State Assessments

6.5

2) All required state assessments must be included in the school's assessment blueprint and calendar.

Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio

Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.

The school will participate in all state required assessments for applicable grade levels in assessing core subjects. The individualized and school-wide results will encompass 50% of teachers and principals Student Growth Measures (OTES, OPES).

Diagnostic Assessments: The primary purpose of Ohio's diagnostic assessments, which are aligned to Ohio's academic standards, is to provide a tool for teachers in checking the progress of students toward meeting grade-level indicators.

All of the assessment results will be closely analyzed by the student's teacher to determine where (what academic areas and subsections of those areas) a child is succeeding academically and where that child needs further education or remediation. Furthermore, the test results will be catalogued in a database so that each parent, student and teacher can instantaneously have up-to-date access to all testing results for the student. By providing all stakeholders with this test data, formative assessment will become a natural exercise allowing the entire team to become invested in the process and providing a springboard for instruction. In addition to the analysis of individual student results, the school administration will analyze school-wide trends to identify gaps in overall student learning. The academic program may require adjustments in the area of curriculum or professional development if the data points to these areas. Teachers will be trained to use the data to individualize instruction, set goals and facilitate parent involvement.

Formative Assessments	6.5	3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.
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Formative assessment is essential to our academic model. We believe that assessment should be frequent, authentic, and its results immediately actionable. Several assessment systems will be used to assess students against the relevant state standards. All these assessments will be in addition to state mandated assessments and the computer adaptive assessment.

When incorporated into classroom practice, the formative assessment process provides information needed to adjust teaching and learning while they are still happening. The process serves as practice for the student and a check for understanding during the learning process. The formative assessment process guides teachers in making decisions about future instruction. While the possibilities are endless, a few examples of formative assessments that will be used in the classroom include:

- Hand Signals: Asking students to display a designated hand signal to indicate their understanding of a specific concept, principal, or process (Thumbs up/down).
- Web or concept maps: Any of several forms of graphical organizers which allow learners to perceive relationships between concepts through diagramming key words representing those concepts.
- Student Conference: One on one conversation with students to check their level of understanding.

Quick Write: The strategy asks learners to respond in 2–10 minutes to an open-ended question or prompt posed by the teacher before, during, or after reading.

Teachers will continually review common assessment data to monitor student growth and progress. Teachers will conference regularly with their students throughout the school year, in addition to before and after testing periods, to discuss their individual learning targets. Students are empowered to develop a data-based action plan leading to mastery. An important element of the assessment plan is the importance of data walls in classrooms. Students will monitor their own achievement and track their growth. Students will be assessment literate, so they are able to understand their specific area of need and work with their teacher to close the achievement gap. The learning needs of students who are making exceptional progress beyond grade level expectations will also be addressed through the on-going review of assessment data. Formative assessments will be developed through grade level and cross grade level team meetings as well as professional development days with the Director of Academics. During weekly meetings with the Director of Academics, teachers will share their data from the formative assessments to provide insight into student learning. The Director of Academics and Head of School will conduct daily informal observations to monitor the use of formative assessments in the classroom. Along with other data gathered through the OIP, the CSLT will use formative assessment data to monitor the effectiveness of resources, materials, and determine the need for additional professional development.

Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
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The school will send out parent satisfaction surveys that are scored on a scale of 1-5. The survey seeks to gather parent reactions to the school's practices, curriculum, and culture. The goal will be to receive an average score of at least 4.

Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.
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All curricula being implemented have assessment provisions embedded as part of their programs. These on-going assessments will inform instruction so that teachers are able to assess the extent of student learning and the success of their teaching. All these assessments will ensure that teachers have the necessary data to determine student growth and plot the course to the mastery of standards.

Each teacher will be assigned a Data Tracker to track each standard. Teachers will create assessments based on the standards they have taught within a two-week time period. Teachers will collect data from short cycle assessments which tracks each individual multiple choice, extended response and essay question that is given within the year. Teachers will review the data monthly at professional development meetings with the Head of School, Curriculum Director and the Chief Academic Officer from ACCEL. Teachers will then review any weak areas with students prior to state testing.

This method will be the main source of data for teachers and administrators. A data wall will be placed outside of each individual classroom where teachers, administrators, students, parents and visitors (authorizers) can see how each individual student is performing, their academic rank and the overall classroom performance index. Students and parents will always be informed of where their performance is for each short cycle assessment. The administrator has a quick glance at who is at a proficient level and who is behind grade level. Administrators can address students who are struggling and have conversations with parents. This also will help in the MTSS process.

The data from these short cycle assessments will be used by teachers and administrators to find the gaps in student mastery. Teachers will review the data and find the standards where students struggled during the year. Teachers will create a post test in March to determine what standards the students are still struggling with. Teachers will use these results to create review games that students will compete in that are completely based on their data results. Teachers will use these review games to strengthen the student's skill with those standards before the state test begins. Students who have typically struggled with these standards excel in the competitive environment.

8.1 Organization and Staffing

Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
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See Attached

Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) other. <i>Please only include job titles.</i>
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School success depends on the presence of exceptional leaders, highly qualified teachers and well-trained instructional coaches. Brief job descriptions are listed below.

Head of School. The Head of School ensures that all students are engaged in a safe learning environment that utilizes effective and approved curricula. Responsibilities:

- o Ensures the established policies and procedures are in place and enforced equitably for all participants of the school including students, staff and leadership.
- o Provides effective guidance, support, coaching, assistance and supervision to all members of the leadership team.
- o Conducts evaluations for staff and leaders and earns and maintains OTES credentials
- o Maintains knowledge of all polices, laws and mandates as imposed by the handbooks, State of Ohio and Department of Education and sees they are fully implemented and communicated effectively within the school building.
- o Supervises all school personnel directly or indirectly

- o Serves as the chief administrator of the school in developing, implementing and communicating policies, projects, programs, curricular and non- curricular activities in a manner that promotes the educational development of each student and the professional development and growth of each staff member.
- o Conceptualizes goals and plans accordingly to ensure that procedure and schedules are implemented to carry out the total school program
- o Ensures the school program in its entirety is compatible with the legal, financial and organizational structure of the school system.
- o Identifies objectives for the instructional and extracurricular programs of the school
- o Manages, directs and maintains records of supplies and equipment necessary to carry out the daily school routines
- o Organizes, oversees and provides support to various services, supplies, materials, and equipment necessary to carry out the school program
- o Assumes responsibility for the health, safety, and welfare of students, employees and visitors.
- o Maintains and accounts for all student activity funds and money collected from Students and functions in compliance with the determined CFO policies.
- o Protects confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.
- o Provides progress reports and report cards to families
- o Encourages the staff and leaders to contribute their best efforts to the school's success
- o Organizes and oversees staff meetings
- o Protects the privacy rights and confidentiality of matters in dealing with students and staff.
- o Establishes the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

Director of Academics. The Director of Academics enhances student learning by offering instructional staff mentoring and regular professional development.

Responsibilities:

- o Design and facilitate professional development for teaching staff that are purposefully designed to meet the identified needs and concerns of teachers.
- o Create and foster positive learning environments for teachers to ACCELeRATE professional growth.
- o Advocate for student learning and employ instructional mentoring strategies designed to help teachers enhance student learning.
- o Ensure academic programming supports strong improvement in student academic performance
- o Ensures that appropriate differentiation is implemented for all learners including those with exceptional needs
- o Use data results from all internal and external assessment systems to inform all curricular decisions
- o Seek and share curriculum practices from high performing urban schools
- o Serve as primary instructional coach for new and existing faculty; providing feedback and support on instructional methods, classroom management, and curriculum and implement coaching plans when necessary to assist staff in areas of weakness or deficiency

- o Helps staff resolve problems that impede student participation in appropriate learning activities thorough conference, professional development and coaching.
- o Participates in collaborative planning of effective staff development programs that improve teaching outcomes and student learning (e.g., methods, skills, commitment, etc.).
- o Helps manage the instructional program. Promotes academic excellence in a nurturing environment
- o Conduct frequent classroom observations and provide intentional feedback to push classroom instruction and teacher performance

Teachers. Teachers drive student learning through high quality, well-planned instruction.

Responsibilities:

- o Use assessment data to refine curriculum and inform instructional practices.
- o Participate in collaborative curriculum development, grade-level activities, and school-wide functions.
- o Communicate effectively with students, families, and colleagues.
- o Remain highly organized and meet deadlines 100% of the time.
- o Create intentional lesson plans that support academic rigor and student engagement.

Fiscal Officer:

- o Assist in the development, implementation and maintenance of the fiscal policies and procedures for the school and the Governing Authority in accordance with professional accounting standards;
- o Maintain financial stability in internal fiscal controls and systems to assure compliance with established standards, policies and procedures;
- o Provide recommendations to the School and Governing Authority of alternative fiscal practices or plans which would result in additional revenue, decreased expenditures and financial efficiency;
- o Provide technical advice or assistance regarding fiscal matters, policies, procedures and computerized accounting systems;
- o Secure a Public Official Bond on behalf of the School and maintain credentials required by the State of Ohio to hold the position of Fiscal Officer;
- o Maintain all financial records in accordance with Generally Accepted Accounting Principles (GAAP);
- o Ensure that all transactions are coded utilizing the State of Ohio Chart of Accounts and maintain ability to file reports on a cash-basis where required;
- o Maintain accurate general ledger and all their financial records; Prepare financial and statistical reports as requested by the School Administrator and the Governing Authority;
- o Assist in preparation, monitoring, and revision of Annual Budget for the School. Present comparison of actual results to budget at all regular meetings of the Governing Authority;
- o Assist in the preparation, revision, and submission of the School's Five-Year Forecast in accordance with Section 5705.391 of the Ohio Revised Code;

- o Monitor and comply with all financial requirements imposed on the School through Sponsor Contracts and if applicable, management agreements;
- o Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies, to ensure sufficient funds are available for program operation and to assist in the execution of fund transfers;
- o Review and approve financial status reports and funding reimbursement requests; Ensure the reports are reconciled to the general ledger, verify supporting documentation and submit to funding agencies in a timely manner;
- o Responsible for working with appropriate School personnel to complete, submit, and Fiscal Approve the “Consolidated” application (Title 1, IDEA and Title IIA) in the Comprehensive Continuous
- o Improvement Plan (CCIP). This service would also extend to any other Federal programs that the School participates in through the CCIP.
- o Responsible for all financial reporting and cash drawdown requests for federal and state allocations made to the School;
- o Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the School Administrator and Governing Authority at special and regular meetings of the Governing Authority;
- o Attend Board meetings (in person or by phone if necessary) to present financial reports to Board of Directors;
- o Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger;
- o Review Accounts Payable records for accuracy of funding source, general ledger account coding and verify the supporting documents are attached, including those indicating approval;
- o On an annual basis, prepare Form 1099-MISC on behalf of the School and distribute to qualifying parties;
- o Ensure compliance with purchasing procedures.
- o Maintain appropriate depreciation schedules for capitalized assets;
- o Coordinate and act as the liaison between the Governing Authority, School, and Auditor of State of Ohio during the annual audit process. Prepare all schedules and compile all information as required for annual and interim audits by the Auditor of the State of Ohio;

In the event of a School closure, MFS will assist the School in fulfilling its obligations as outlined in the “ODE Closing Assurances and Procedures Document”.

Recruitment and Retention Plan

8.1

3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at:
<https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx>.

A qualified and committed instructional staff is the cornerstone of exceptional learning outcomes for the students that attend our school. We recognize that a comprehensive talent management strategy for both teachers and our school leadership team is critical to recruiting and retaining top educators. Our plan begins with identifying credentialed individuals who are committed to our school’s mission.

We will employ a mix of veteran teachers and recent college graduates, allowing us to leverage school experience and the latest in instructional practices. All instructional staff will be offered a variety of mandatory and optional training opportunities to further their instructional effectiveness. Their performance will be assessed throughout the year, with regular feedback and coaching.

There are several key areas of focus that we believe are crucial to hiring and retaining top talent.

Recruitment

- Job Posting
- Career Fairs and Campus Visits
- Compensation
- Signing and Milestone Bonuses
- Employee Referral Program
- Retention
- Exit Interview
- Career Development
- Education and Training Opportunities
- Job Mobility

Our goal is to find and retain the best instructional staff in order to help our students reach their maximum potential.

Job Posting - Each position will be posted on the following job boards:

- Top School Jobs – Education Week
- Indeed
- K12 Job Spot
- Ohio Department of Education
- Ohio Means Jobs
- Various university career boards
- Career Board
- Idealist
- LinkedIn
- Simply Post
- Teachers-Teachers

Career Fairs and Campus Visits - The following campuses will be targeted for campus visits, job fairs, and relationship building with their career offices:

- Baldwin Wallace University
- Case Western
- Cleveland State University
- John Carroll University
- Lake Erie College
- Mount St. Joseph University
- Notre Dame College of OH
- University of Akron & Cincinnati
- Ursuline College
- Xavier University
- Columbus State
- Mount Vernon
- Ohio Dominican
- Otterbein University
- The Ohio State University

COMPENSATION

Signing and Milestone Bonuses

In addition to a competitive salary structure, signing bonuses are potentially available for certain circumstances, such as employees relocating and/or employees taking a salary reduction. Employees will be eligible for a milestone bonus once they reach a certain number of years of service with Accel Schools.

Employee Referral Program

Another source of quality applicants can come from an employee referral program. A bonus will be available for current employees who refer qualified candidates that are hired. Referred candidates will still go through our standard hiring process and must remain employed for set amount of time before the bonus will be paid out.

RETENTION

Exit Interviews - One mechanism for decreasing turnover is to better understand, and where possible, act on the reason(s) why staff are leaving our school. Accel Schools has an exit interview process in place to assist with the data collection related to voluntary staff turnover. Exit interviews will be conducted that allow us to better understand what our schools are doing well and pinpoint areas that need improvement. Open-ended questions coming from an Accel Schools employee outside of the school will allow us to uncover more information.

Some sample questions for the exit interview include:

- Why did you begin looking for a new job?
- What led you to accept the new position?
- How would you describe the culture of your school?
- Do you feel like you were provided the tools and resources needed to be successful?
- How would you describe the quality of the supervision and support you received within your school?
- What could have been done for you to remain employed with us?
- How did this teaching assignment compare with other teaching positions you have held?

Career Development - Providing an opportunity for career development will lower our turnover rate and increase the effectiveness of instructional practices provided by existing employees. Helping our employees develop professionally will allow them to be successful in their roles within the school.

Education and Training Opportunities - Accel Schools will provide professional development for all employees prior to the start of the school year. Topics that are typically addressed include:

- Curriculum training
- Classroom management
- Highlight topics of professional development
- Data driven instruction
- Compliance training

Professional development will continue during the school year. At least one day per month for continued development among staff.

Job Mobility - Through our management organization, we will provide all employees with additional and diverse employment opportunities within the portfolio of Accel Schools.

Equitable Access to Excellent Educators Component: The school has reviewed the Ohio Local Equitable Access Planning Guide. Local equitable access planning will occur annually to ensure poor and minority students have equitable access to excellent educators. Through this process we will address HQT components in the Planning Tool.

- Component 1 – Analyze equitable access data to determine and document gaps. Conduct an analysis of the schools Equitable Access Analysis Tool to determine where and to what extent any gaps in equitable access to excellent educators exist. Document the most concerning gaps for the LEA after reviewing the data.
- Component 2 – Identify the most likely cause of the gap(s) by conducting a root-cause analysis with stakeholder engagement description. Conduct a root-cause analysis with stakeholders to determine the systemic challenge(s) contributing to gaps in equitable access and

describe findings. Consider the continuum of the human capital management system (attracting, assigning, developing and/or retaining educators) during the root-cause analysis to find the underlying cause(s) of identified gaps.

- Component 3 – Select a strategy to address documented gap(s) and root-cause finding; outline strategy implementation and progress measures. Describe the identified strategy or strategies the district personnel will use to assure that poor and minority students have equitable access to Excellent Educators. Include activities, timeline, and progress monitoring for the strategy or strategies, and changes in data that would demonstrate progress.
- Component 4 - Describe policies and procedures used to verify State certification and licensure status of teachers and paraprofessionals. LEAs must develop and implement employment procedures to ensure that all teachers and paraprofessionals working in a program supported with Title I funds meet State certification and licensure.
- Component 5 - Describe the steps that will be taken to address teachers and paraprofessionals who are not State certified and licensed. Teacher and paraprofessionals must meet federal and state requirements. The school will address those instances where teachers and paraprofessionals are not State certified or license and how they will take action to meet this requirement.
- <https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx>

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
25:1		
Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.
<p><200 enrollment = 4 Core teachers, 1 success coach, 1 Intervention Specialist (can take up to 24 on caseload), 1 Guidance, 1 Office Manager/Registrar, 1 Principal</p> <p>200-225 enrollment = addition of 1 teacher FTE, 0.5 IS FTE, and 1 success coach</p> <p>226-250 enrollment = addition of 1 teacher FTE, 0.5 IS FTE, and 1 guidance/testing support role</p> <p>251-275 enrollment = addition of one teacher FTE, 0.5 IS FTE, and 1 success coach</p> <p>276-300 enrollment = addition of two teacher FTE, 0.5 IS FTE, 1 guidance support role</p> <p>301+ enrollment = consideration of Asst. Principal role</p>		



ACCEL Schools

Literacy Plan

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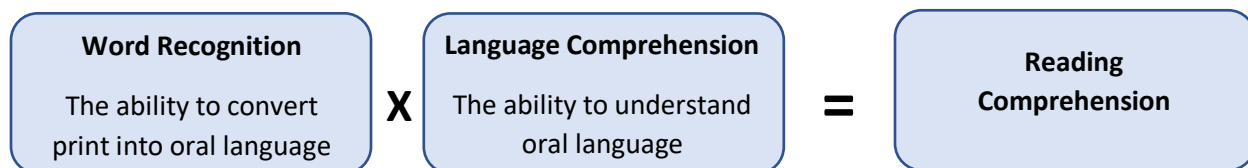
ACCEL Schools is driven by our mission to “transform the lives of the students, families, and educators we serve, while positively impacting the greater community in which we work.” This mission serves as the compass for the decisions and plans stakeholders make to initiate, support, and monitor the ACCEL Schools Literacy Plan. A unified ACCEL Schools Literacy Plan supports our students’ literacy development at all levels, and ultimately guides their path to becoming literate adults who are active, productive citizens of their communities.

The ACCEL Schools Literacy Plan articulates the components of literacy instruction and the research base for each. All components are grounded in relevant literacy research and includes evidenced based strategies. Stakeholders are expected to internalize and operationalize this plan to meet the needs of their respective schools and communities. The components of the ACCEL Schools Literacy Plan guides the work of school teams in meeting the literacy needs of all students, including those students who are second language learners and those who have cognitive challenges. While strategies specific to meeting the diverse needs of our students are not specifically noted in this plan, there is an expectation that Special Education team members and those who support English learners devise supports to engage these students in the same components of the literacy plan using strategies that are specific to the needs of those students.

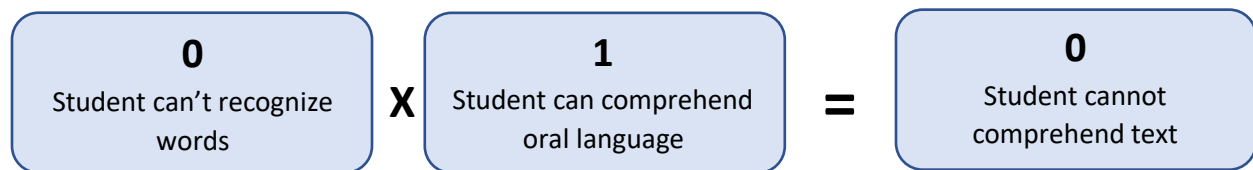
Key stakeholders include the school community, the governing Board of the school, sponsors and authorizers, families, students, school staff, building leadership teams and ACCEL Schools leadership members. Each of these stakeholders play a different role in the execution, support and monitoring of this plan. With support from the ACCEL Schools leadership and building leadership teams, it is expected that each stakeholder internalizes this Literacy Plan and its aspects at a level that is appropriate for their role. Each component of the plan should be evident within the school’s instructional schedule, its allocation of human capital, and materials used within its classrooms. Flexibility is afforded to each school to personalize the ACCEL Schools Literacy Plan as articulated in their own Literacy Plan, under guidance of the ACCEL Schools leadership team. With each stakeholders’ support, students who attend an ACCEL School consistently will reach their full reading potential.

Foundations of Reading

ACCEL Schools recognize that daily literacy instruction needs to reflect the research of how children learn to read and continue to develop into proficient readers. The theory used to inform our literacy foundations is Gough and Tunmer’s (1986) Simple View of Reading, as shown in the graphic below:

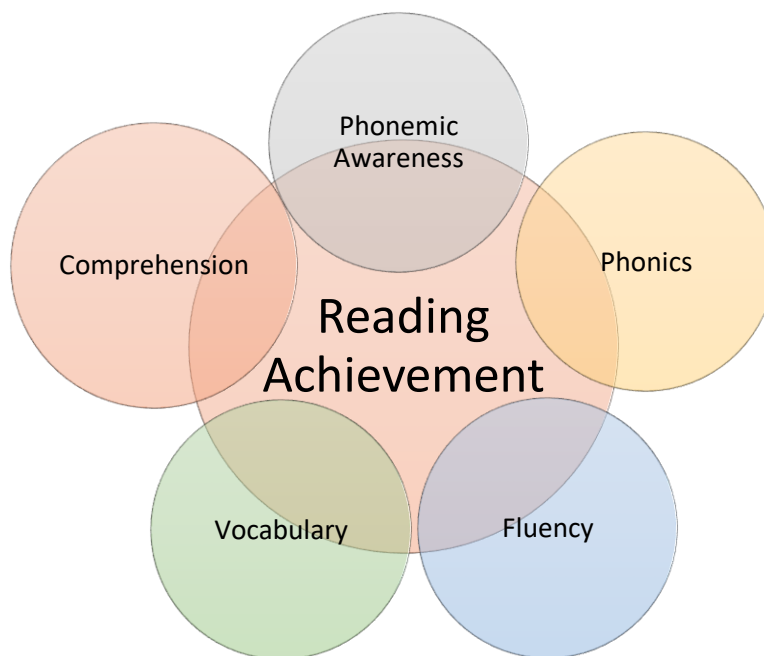


If a student is unable to recognize words or comprehend oral language, they will not be able to comprehend what they read. For example, a student who can comprehend oral language but cannot recognize words would be represented as:

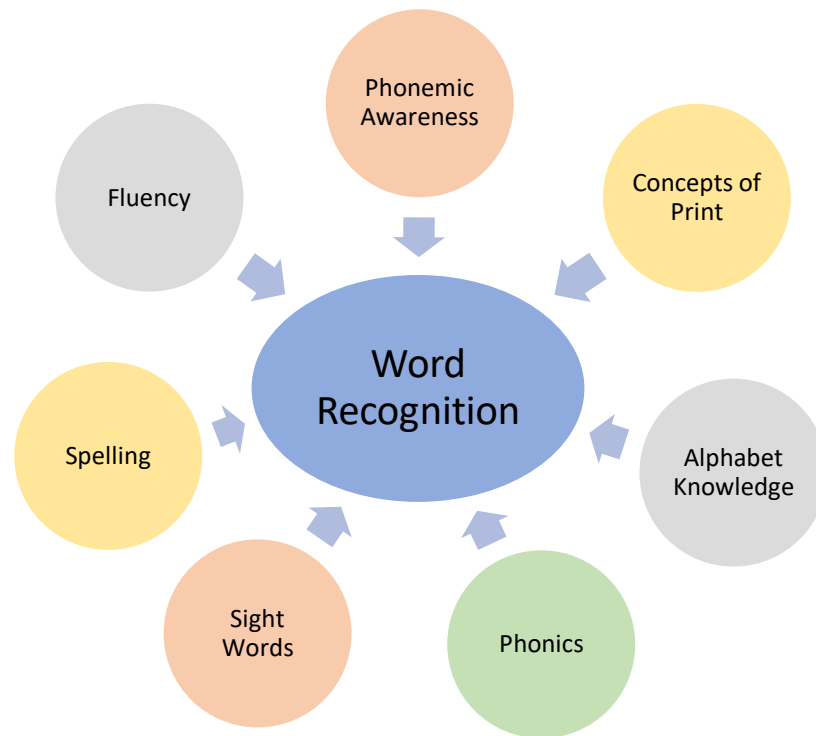


Each of these two processes of reading comprehension – word recognition and language comprehension – include multiple components. Each of these components is discussed in more detail below.

Included in the discussion are the five main components of reading, as identified in the National Reading Panel's (NRP) report (2000) (see graphic). Each piece is described further in its corresponding section below.



Word Recognition



Phonemic Awareness

A phoneme is the smallest unit of sound in a word. Being able to isolate sounds in words is a critical first step in learning to read. Before children can map sounds to letters, they need to be able to recognize the sounds they hear in oral language. This is phonemic awareness - the ability to identify and manipulate sounds in words. It is important to note that instruction in phonemic awareness does NOT include print; it is solely focused on sound. Emergent readers need to be able to isolate, identify, blend, segment, delete, and substitute phonemes with ease. For example, starting with the word “cat”, substitute the /c/ sound with the /s/ sound, then delete the /s/ sound and add a /b/ sound to end up with the word “bat”. Instruction in phonemes pays dividends in the future, as research has shown that “students who enter first grade with a wealth of phonemic awareness are more successful readers than those who do not (Carnine et al., 2010)”.

Phonemic awareness, one of the five main components of reading instruction as identified in the NRP report (2000), is part of the larger category of phonological awareness. While phonemic awareness concerns phonemes, phonological awareness encompasses larger units of oral language, such as words, onsets (initial consonant sounds), rimes (the vowel and any final consonant sounds), and syllables. Classroom instruction around phonological awareness includes engaging children in clapping out syllables, rhyming, and alliteration. A firm foundation in the sounds of language precedes instruction in phonics, where students are now linking sounds to letters.

Concepts of Print

Before emergent readers can recognize specific words, they need to be able to identify what a word *is*. When listening to oral language, it is very difficult for young children to identify when one word stops

and another one begins. Also, children do not inherently know that a jumble of letters with blank space on either side represents a word – this needs to be taught.

In addition, emergent readers need to know that words have meaning, and can be combined with other words to make more complex meanings, for example a story in a book. Emergent readers should be supported in developing a concept of books, including that they have titles and authors, have a cover and pages to turn, have words that are read from left to right and top to bottom, and that books can be read for information and enjoyment. Teachers can help students build these emergent literacy skills by including repeated read-alouds of several books, followed by having them retell the story using the pictures as guides. Students can then progress to “pretend reading”, in which they retell using the pictures and move their fingers from left to right across the page (Morrow, Tracey, & Del Nero, 2011).

Alphabet Knowledge

Phonemes are one half of the “code” emergent readers need to crack to access text. The other half are graphemes – the smallest unit of writing, or more simply, letters. Along with phonemic awareness, studies have shown that letter knowledge is the best predictor of how well children will learn to read in their first two years of school (NRP, 2000). Singing the alphabet song, seeing letters around the room or on desk strips, learning how to write the letters – all these practices help students learn the alphabet.

Phonics

Phonics, another of the NRP’s (2000) five main components of reading instruction, is connecting sounds to letters. Phonics instruction can take several forms, but what is critical is that the instruction is systematic and explicit. Diliberto and colleagues (2008) have found that “successful readers rely more heavily on letter-sound correspondences to identify unfamiliar words, whereas struggling readers rely more heavily on context clues and pictures”. If direct instruction that follows an intentional path is not provided, many students will not be able to make the sound-symbol correspondences necessary to read words off the page and will instead fall back on the unreliable methods of using textual clues. Decodable readers and word families are two strategies used to support phonics instruction.

Sight Words

Unfortunately, the English language is not 1:1 – each letter and letter combination can make multiple sounds. Some words simply cannot be “sounded out”. This is where a store of high-frequency, or sight, words come in handy. Emergent readers need to be able to read words like *the, there, again, because*, etc. Teachers can help by providing these words on flashcards and assisting students with building their own bank of sight words. Students can “harvest” words they know from a text and write them on index cards, so they have their own personalized banks. While many reading curricula have their own lists of sight words, teachers may also use the Dolch or Fry word lists to ensure their students can read these critical words. The ultimate goal of using sight words as an approach to word learning is that students become automatic in their word recognition (Madda et al., 2011).

Spelling

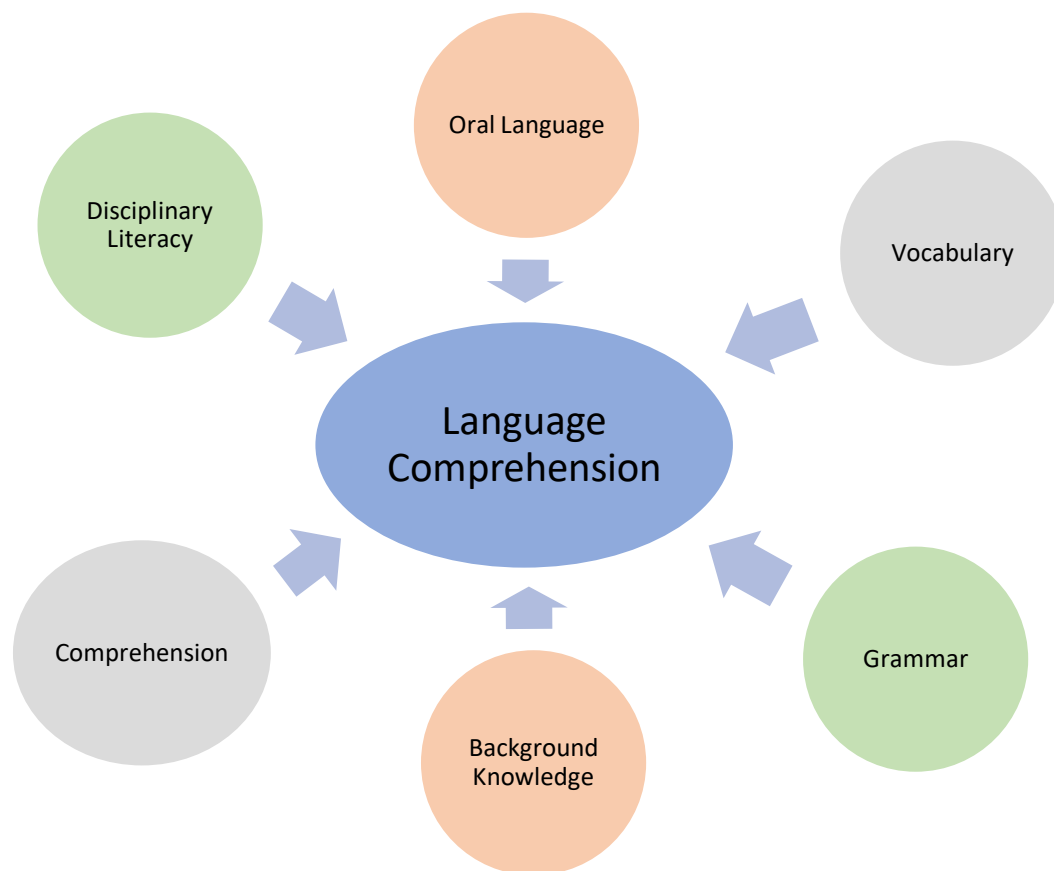
As students learn sound-symbol correspondence, they need to strengthen their ability to decode words through continued spelling instruction. Teaching students spelling patterns (e.g., silent “e”) and, later, meanings (i.e., roots, prefixes, and suffixes) will help them to recognize words more easily. Presenting

related spelling words by pattern or meaning layer and practicing them with word sorts is an effective way of teaching spelling (Bear et al., 2008; Fisher, Frey, & Hattie, 2016).

Fluency

Fluency encompasses several things – speed, accuracy, and expression. Someone who can read orally at an appropriate rate with little to no errors and with proper expression is said to be a fluent reader. Fluency is another of the five main components of reading instruction, as identified by the NRP (2000). Fluent readers tend to have good reading comprehension, and vice versa. According to Wexler and colleagues (2008), “reading words correctly and at an appropriate speed is associated with comprehension and learning from text.” Teaching strategies include reader’s theater, choral reading, and repeated readings.

Language Comprehension



Oral Language

Oral language allows children to share thoughts, ideas, and knowledge with others, and is foundational to reading ability. Research has shown that strong oral language skills assist with early reading acquisition and predict future reading comprehension and word reading (Catts et al., 1999; Nation & Snowling, 2004; Scull, 2013). Opportunities for oral language development, both speaking and listening,

will be incorporated into daily literacy activities, for example read-alouds, group discussions, and presentations.

Vocabulary

Another of the NRP's five main components of reading instruction, vocabulary means understanding word meaning and usage. It is a critical component of reading instruction, because if readers do not know the meaning of key words in a passage, they will not be able to comprehend it. In addition, words must be encountered and used in multiple authentic contexts to be truly learned. Research has shown that a "...lack of word knowledge disrupts fluency in reading and interferes with reading comprehension because word meanings make up as much as 70-80% of comprehension (Pressley, 2002)."

High-quality vocabulary instruction includes these 3 pieces – explicit instruction in individual words, instruction in word-learning strategies, and encouraging a love of words (Blachowicz et al., 2006; Graves, 2006). Explicit instruction involves learning one word in depth through a student-friendly definition, using the word in context, and generating examples and non-examples of the word. Word-learning strategies include using morphology (the study of word parts, like roots) to determine the meaning of a word. Independent word learning is critical because students need to know thousands of words before graduating high school, and they cannot all be taught via direct instruction. Finally, encouraging a love of words is important because we want our students to be curious about words through school and beyond. Teachers modeling an enthusiasm for words and engaging in word play (puns, idioms, etc.) are some ways to instill this habit of mind in our students.

Grammar

An understanding of grammar is important for both reading and writing ability. Grammar abilities impact reading because grammatical knowledge helps students understand complex sentence structure and provides needed context for decoding and comprehending unknown words (Bishop & Snowling, 2004). With respect to writing, grammar rules need to be applied automatically so the writer can focus on larger concerns like organization and word choice (Bromley, 2011). Grammar instruction will focus on learning and applying in context and is a means to the end of developing proficient readers and writers.

Background Knowledge

Research has shown that relevant background knowledge increases reading comprehension (Miller et al., 2006; Miller & Keenan, 2009). A lack of background knowledge should not be a barrier to text comprehension. Thematic units and vertical alignments are two ways to ensure background building within and between grades. In addition, strategies such as Anticipation Guides, KWLs, and supplemental books, videos, graphics, etc. can also be used as needed, though it is worth noting that the text (rather than an excess of pre-reading activities) will remain the focus of the lesson. In other words, students will have to grapple with complex texts.

Comprehension

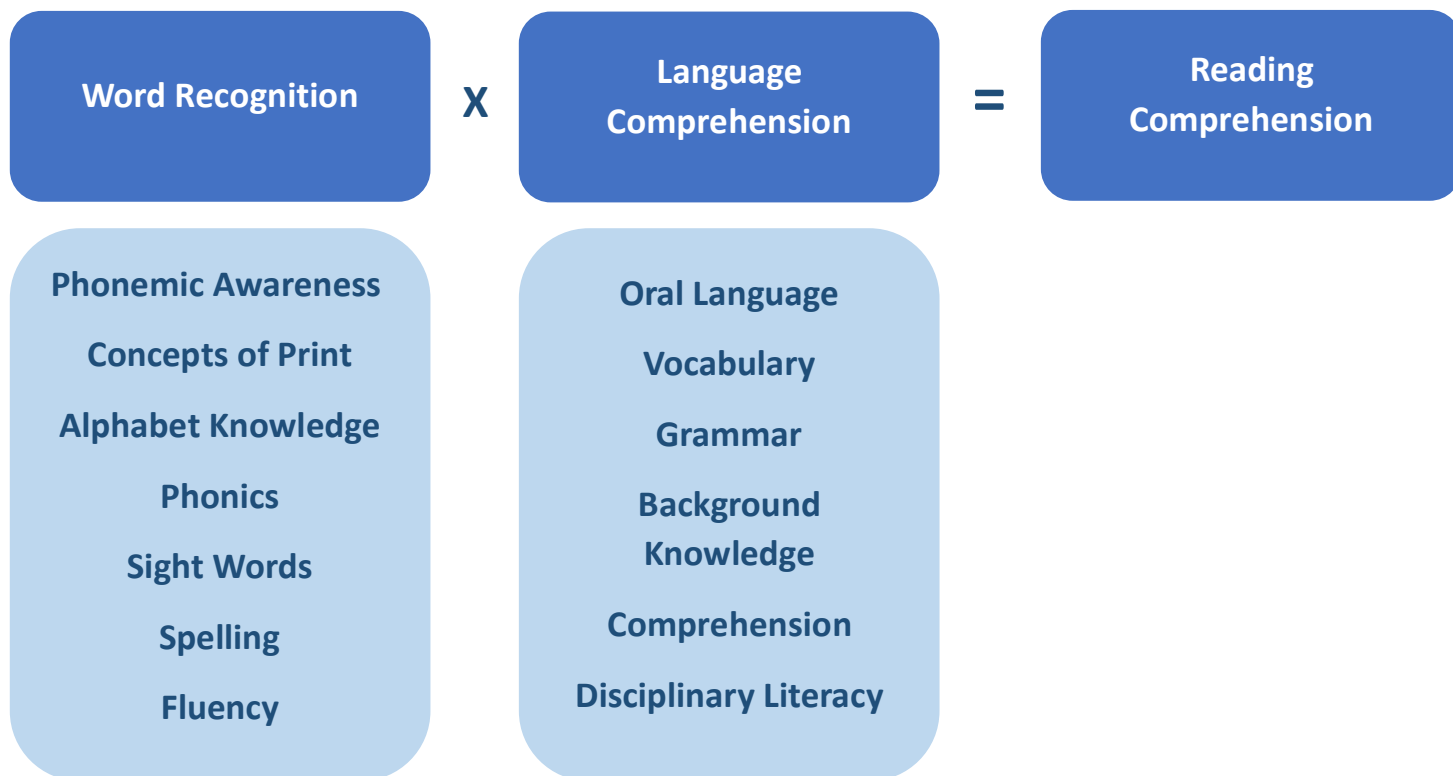
The last of the NRP's identified five main components of reading instruction is comprehension. Comprehension is making meaning from the text; it is the goal of reading but cannot occur if any of the previously discussed components are not functioning. However, even if the other components are functioning, comprehension does not just "happen" – putting the pieces together requires some work.

In order to be successful, students need to be taught how to monitor their comprehension, as well as how to use specific comprehension strategies such as making inferences, summarizing, predicting, determining importance, visualizing, and drawing conclusions. Teachers present and model these strategies for students via a think-aloud, then provide ample time and opportunity for guided practice and independent application. The goal is for students to have a toolbox of strategies they can use independently if meaning breaks down.

Disciplinary Literacy

Shanahan and Shanahan (2008) write that “...strong early reading skills do not automatically develop into more complex skills that enable students to deal with the specialized and sophisticated reading of literature, science, history, and mathematics. Most students need explicit teaching of sophisticated genres, specialized language conventions, disciplinary norms of precision and accuracy, and higher-level interpretive processes.” As students move from learning to read to reading to learn, disciplinary literacy takes on increased importance. The habits of skilled readers vary across disciplines; for example, reading a science article is different than reading a math proof or a primary source document. Students need to develop the habits of mind to *think* like a scientist, *think* like a historian, etc. Literacy instruction does not occur just during the reading block, but instead adapts and is carried through the entire school day. Content-area teachers are equipped to identify and instruct students both in general comprehension strategies and in the literacy practices that are particularly relevant to their disciplines (e.g., considering bias and perspective in history, using text and previous findings to make predictions in science, rereading to detect errors in math).

In summary, below are the components of word recognition and language comprehension that make up the foundation of ACCEL Schools’ literacy programs.



Additional Key Aspects of Literacy Instruction

In addition to what has previously been discussed, other key aspects of literacy instruction include close reading practices, the use of complex texts and culturally relevant texts, independent reading, writing, and motivation.

Close Reading

Close reading is the process readers practice in when they read a text multiple times to determine the author's meaning, theme, purpose, etc. It is more than a simple surface read. A first read of a text might focus on what the writer is saying, with a second, more targeted read focusing on how the writer is saying it (Shanahan, 2013). Students may then reflect (after two or more readings) on what the writer's deeper meaning may be and evaluate what the author has said. The ability to dig beneath the surface of a text is an important one for our students to have in order to be informed citizens.

Complex Texts

State standards call for the use of complex texts, as defined by qualitative measures (e.g., presumed background knowledge, complex themes), quantitative measures (e.g., sentence length, text cohesion), and reader and task considerations (e.g., motivation, complexity of task assigned) (CCSS, 2001). Complex texts, both literary and informational, will be placed into the hands of students, and close reading will be the process they use to access these texts.

Culturally Relevant Texts

Culturally relevant texts (CRTs) are books that connect to students' cultures, lives, experiences, and language (Ebe, 2012). CRTs represent our diverse society and allow our students to see themselves reflected in the texts they read, as well as provide windows into the lives of those who have different cultures and experiences. Benefits of CRTs include affirming identities, promoting social competence, providing multiple representations, combating stereotypes and the status quo, and instilling inquiry mindsets. The use of CRTs can also improve vocabulary knowledge, comprehension, writing ability, critical thinking, motivation, and benefit struggling readers by providing opportunities to use background knowledge. CRTs will be embedded in schools' selected core curricula and will also be provided for read-alouds and independent reading.

Independent Reading

Cullinan (2000) writes that "students' reading achievement correlates with success in school and the amount of independent reading they do". In their position paper on independent reading, the International Literacy Association (2018) identifies making time for self-selection of books, providing a variety of texts, teacher monitoring and support, and facilitating authentic conversations around what students are reading as critical components of effective in-school independent reading. In addition to these ILA-recommended components, teachers should also be providing 20 consecutive minutes for students to read independently each day.

Writing

A necessary part of literacy instruction is teaching children to write. Writing is an important piece of communication, and it allows students to demonstrate what they know and can do. According to Biancarosa and Snow (2006), students who write about what they read show more evidence of critical

thinking, and students who read show improved writing ability. Students must first learn and become automatic with the basic building blocks of writing, such as handwriting, punctuation, and capitalization. Students will also learn and engage in the steps of the writing process (pre-writing, drafting, revising, editing, publishing) as they write for different purposes (descriptive, opinion, informational). In addition, students will be synthesizing their learning across passages into a coherent written response that cites text evidence.

Motivation

Research by Guthrie (2004) has shown that motivation to read is strongly correlated to reading achievement, and can overcome traditional barriers like gender, parental education, and income. In addition, increasing engagement and motivation in literacy learning is one of the evidence-based recommendations made in the IES practice guide *Improving Adolescent Literacy: Effective Classroom and Intervention Practices* (2008). Ways to increase motivation include making reading relevant to students, providing a wide variety of text genres and levels, providing opportunities for collaboration and discussion, and encouraging self-determination and a growth mindset.

Shifts in Emphasis

An additional consideration is that while all these components are necessary for successful reading, there are shifts in emphasis that take place as students move through school. For example, in general students in grades Early K-2 will have more phonics instruction than students in grades 9-12. The chart below gives an idea of how the emphasis of the five main components of reading shifts as students progress through the grades.

Changing Emphasis of the Subskills of the Five Components of Reading

(Adapted from Michigan's Integrated Behavior and Learning Support Initiative, 2017)

Component	Early K	K	1st	2nd	3rd	4th	5th and Beyond
Phonemic Awareness	Blend and Segment		Phoneme Analysis: Addition, Deletion & Substitution; Spelling Dictation				
Phonics	Sounds/Basic Phonics		Advanced Phonics & Multisyllabic			Multisyllabic & Word Study	
Fluency	Sounds & Words		Words & Connected Text			Connected Text	
Vocabulary	Speaking & Listening			Listening, Reading & Writing		Reading & Writing	
Comprehension	Speaking & Listening			Listening, Reading & Writing		Reading & Writing	

The previous section discussed how students learn to read and continue to develop into skilled readers. But what does this look like in the classroom? Resources for evaluating curriculum and a list of evidence-based literacy products and strategies can be found in Appendices A and B. In addition, ACCEL Schools supports using a comprehensive literacy approach – an approach in which teachers include the foundational components of literacy in daily instruction.



The following section provides clear expectations for reading and writing blocks by grade band. Note that times may vary due to the schedule constraints at each school building. Each section of the framework includes a recommended time period for the reading and writing block along with recommended time frames for each block component. Gradual release is frequently referenced throughout each framework. Teachers go through each phase of gradual release beginning with the modeling or “I do”, then the guided practice or “We do”, and ultimately the independent practice or “You do”. Teachers and school leaders integrate these blocks into daily literacy instruction to implement the comprehensive literacy approach. See Appendix C for a walkthrough tool that leadership can use to assess implementation of the ELA framework at each grade band.

Academic Frameworks

Early K-3 ELA Academic Framework						
Early K-3 Reading Block - 120 minutes*						
Sequence	Content	ELA Component	Time*	Instructional Strategy	Teacher	Students
Whole Group	Foundational Reading Standards	Phonological Awareness, Phonemic Awareness	15 - 30 minutes	Gradual Release: I do and We do	Lead lessons manipulating sounds	Explore sounds, usually on a carpet
	Foundational Reading Standards	Phonics, Word Study, Vocabulary, Sight Words, Fluency, Handwriting	20 - 30 minutes	Gradual Release: I do and We do	Lead lessons explicitly teaching sound to letter correspondence and linking oral language to writing	Oral language, usually on a carpet; student word work, usually at student seats
	Reading Standards	Reading Comprehension	20 - 30 minutes	Interactive Read-Aloud or Shared Reading using Gradual Release	Model strong reading and specific reading standards	Listening or reading comprehension, actively engaged in applying new learning
Small Group Options	Reading behaviors and skills	Comprehension, Fluency, Vocabulary, Phonics, Sight Words, Word Study	20 - 30 minutes	Small group differentiated instruction led by the teacher	Target specific reading needs in flexible groups using coaching and scaffolded support	Grouped by instructional needs in groups of 4-6
	Technology-Based Reading and Foundational Reading	Phonemic Awareness, Phonics, Comprehension, Fluency, Vocabulary		Individualized Learning Path via technology program	Target specific needs via technology program	Use technology as part of independent work during centers
	Independent Practice	Phonics / Word Work		Individualized Learning Path via Teacher	Target specific needs via differentiated work	Work at their center or complete at their seat
	Independent Reading	Comprehension Fluency Vocabulary		Student selected texts	Create opportunity and procedures for student access to independent reading books in advance	Engage in reading their independent reading level text

Early K-3 Writing Block - 45 minutes*						
Sequence	Content	ELA Component	Time*	Instructional Strategy	Teacher	Students
Whole Group	Writer's Workshop	Writing and Language	5 - 10 minutes	Mini-lesson: I do Teacher models the skill	Connection Name teaching point Teaching active engagement Link to work students will complete	Listen, then actively engage in applying new learning
Small Group	Writer's Workshop	Writing and Language	15 - 25 minutes	Independent Writing: We do and You do Teacher provides feedback to small groups or individuals	Circulate, Observe, Question, Listen, Coach, Demonstrate, Encourage, Reinforce the mini-lesson	Practice strategies learned throughout the unit, work independently or with partners
Whole Group	Mid-workshop teaching	Writing and Language	5 minutes	Mini-lesson catch and release	Extend the mini-lesson or remind students of ongoing habits	Pause to reflect, then refocus to resume reading or writing
Whole Group	Wrap up and share	Writing and Language	5 minutes	Checklist Student Engagement	Set students up to share and celebrate the work they did that day	Share their learning with partners or the whole group

* The blocks of time in the academic framework may vary depending upon the instructional schedule of the school building and classroom needs.

4-5 ELA Academic Framework						
4-5 Reading Block - 90 minutes*						
Sequence	Content	ELA Component	Time*	Instructional Strategy	Teacher	Students
Whole Group	Foundational Reading Standards	Oral Language, Word Study, Vocabulary, Fluency, Handwriting	15 - 30 minutes	Gradual Release: I do and We do	Lead lessons explicitly teaching prefixes, suffixes, root words and content vocabulary plus model syllabication and oral reading fluency	Word and vocabulary work usually take place at student seats and can work in partners to improve their oral reading fluency
	Reading Standards	Reading Comprehension	15 - 30 minutes	Interactive Read-Aloud or Shared Reading using Gradual Release	Model strong reading and specific reading standards and gradually release responsibility to students	Practice reading comprehension strategies and actively engaged in applying new skills to their text
Small Group Options	Reading behaviors and skills	Comprehension, Fluency, Vocabulary, Phonics, Sight Words, Word Study	20 - 30 minutes	Small group differentiated instruction led by the teacher	Target specific reading needs in flexible groups using coaching and scaffolded support	Grouped by instructional needs in groups of 4-6
	Technology-Based Reading and Foundational Reading	Phonemic Awareness, Phonics, Comprehension, Fluency, Vocabulary		Individualized Learning Path via technology program	Target specific needs via technology program	Use technology as part of independent work during centers
	Independent Practice	Phonics / Word Work		Individualized Learning Path via Teacher	Target specific needs via differentiated work	Work at their center or complete at their seat
	Independent Reading	Comprehension Fluency Vocabulary		Student selected texts	Create opportunity and procedures for student access to independent reading books in advance	Engage in reading their independent reading level text

4-5 Writing Block - 45 minutes*						
Sequence	Content	ELA Component	Time	Instructional Strategy	Teacher	Students
Whole Group	Writer's Workshop	Writing and Language	5 - 10 minutes	Mini-lesson: I do Teacher models the skill	Connection Name teaching point Teaching active engagement Link to work students will complete	Listen, then actively engage in applying new learning
Small Group	Writer's Workshop	Writing and Language	15 - 25 minutes	Independent Writing: We do and You do Teacher provides feedback to small groups or individuals	Circulate, Observe, Question, Listen, Coach, Demonstrate, Encourage, Reinforce the mini-lesson	Practice strategies learned throughout the unit, work independently or with partners
Whole Group	Mid-workshop teaching	Writing and Language	5 minutes	Mini-lesson catch and release	Extend the mini-lesson or remind students of ongoing habits	Pause to reflect, then refocus to resume reading or writing
Whole Group	Wrap up and share	Writing and Language	5 minutes	Checklist Student Engagement	Set students up to share and celebrate the work they did that day	Share their learning with partners or the whole group

* The blocks of time in the academic framework may vary depending upon the instructional schedule of the school building and classroom needs.

6-8 ELA Academic Framework						
6-8 Reading Block - 60 minutes*						
Sequence	Content	ELA Component	Time*	Instructional Strategy	Teacher	Students
Whole Group	Foundational Reading Standards	Oral language, Word Study, Vocabulary, Building Background	5 - 10 minutes	Gradual Release: I do and We do	Lead lessons explicitly teaching Greek and Latin root words and content vocabulary and model syllabication and oral reading fluency	Word and vocabulary work usually at student seats; students can work in partners to improve their oral reading fluency
	Reading Standards	Reading Comprehension	20 - 30 minutes	Shared Reading using Gradual Release	Model strong reading and specific reading standards	Practice reading comprehension and actively engaged in applying new skills to their text
Small Group Options	Reading behaviors and skills	Comprehension, Fluency, Vocabulary, Word Study	15 - 20 minutes	Small group differentiated instruction led by the teacher	Target specific reading needs in flexible groups using coaching and scaffolded support	Grouped by instructional needs in groups of 4-6
	Technology-Based Reading and Foundational Reading	Phonics, Comprehension, Fluency, Vocabulary		Individualized Learning Path via technology program	Target specific needs via technology program	Use technology as part of independent work during centers
	Independent Practice	Word Work		Individualized Learning Path via Teacher	Target specific needs via differentiated work	Work at their center or complete at their seat
	Independent Reading	Comprehension Fluency Vocabulary		Student selected texts	Create opportunity and procedures for student access to independent reading books in advance	Engage in reading their independent reading level text

6-8 Writing Block - 30 minutes*						
Sequence	Content	ELA Component	Time*	Instructional Strategy	Teacher	Students
Whole Group	Writer's Workshop	Writing and Language	10 mins	Mini-lesson: I do Teacher models the skill	Connection Name teaching point Teaching active engagement Link to work students will complete	Listen, then actively engage in applying new learning
Small Group	Writer's Workshop	Writing and Language	10 mins	Independent Writing: We do and You do Teacher provides feedback to small groups or individuals	Circulate, Observe, Question, Listen, Coach, Demonstrate, Encourage, Reinforce the mini-lesson	Practice strategies learned throughout the unit, work independently or with partners
Whole Group	Mid-workshop teaching	Writing and Language	5 mins	Mini-lesson catch and release	Extend the mini-lesson or remind students of ongoing habits	Pause to reflect, then refocus to resume reading or writing
Whole Group	Wrap Up and share	Writing and Language	5 mins	Checklist Student Engagement	Set students up to share and celebrate the work they did that day	Share their learning with partners or the whole group

* The blocks of time in the academic framework may vary depending upon the instructional schedule of the school building and classroom needs.

9-12 ELA Academic Framework						
9-12 ELA Block - 60 minutes*						
Sequence	Content	ELA Component	Time*	Instructional Strategy	Teacher	Students
Whole Group	Foundational Reading Standards	Oral language, Word Study, Vocabulary, Building Background	See note below	Gradual Release: I do and We do	Lead lessons explicitly teaching Greek and Latin root words and content vocabulary	Word and vocabulary work usually take place at student seats
	Reading Standards	Reading Comprehension	See note below	Shared Reading using Gradual Release	Model strong reading and specific reading standards	Practice reading comprehension actively engaged in applying new skills to their text
Small Group	Reading Standards	Comprehension, Fluency, Vocabulary, Word Study	See note below	Small group differentiated instruction led by the teacher	Target specific reading needs in flexible groups	Grouped by instructional needs in groups of 4-6
Whole Group	Writer's Workshop	Writing and Language	See note below	Mini-lesson:I do Teacher models the skill	Connection Name teaching point Teaching Active Engagement Link to work students will complete	Listening, then actively engaged in applying new learning
Small Group	Writer's Workshop	Writing and Language	See note below	Independent Writing: We do and You do Teacher provides feedback to small groups/individuals	Circulate, Observe, Question, Listen, Coach, Demonstrate, Encourage, Reinforce the minilesson	Practicing strategies learned throughout the unit, working independently or with partners
Whole Group	Wrap Up and share	Writing and Language	See note below	Checklist Student Engagement	Sets students up to share and celebrate the work they did that day	Sharing their learning with partners or the whole group

*High school ELA blocks vary between reading and writing units throughout the school year. For example, the amount of time necessary to build vocabulary or background is directly related to how the daily lessons fit into the overall unit. The components of the ELA block may not always have the same amount of time devoted to them each day; however, they are incorporated into weekly and monthly literacy instruction.

ACCEL Schools recognizes that fidelity to the comprehensive literacy approach does not guarantee success for all our students. To that end, we have a process in place which facilitates identification of and intervention for students who need additional support to become skilled readers. This process is described in the next section.

Components of Multi-Tiered Systems and Support for Literacy

Note: *This plan utilizes the academic components for Multi-Tiered Systems of Support (MTSS) for literacy support. Schools should also consider aspects of Positive Behavior Incentives Systems (PBIS) for classroom management and student motivational support.*

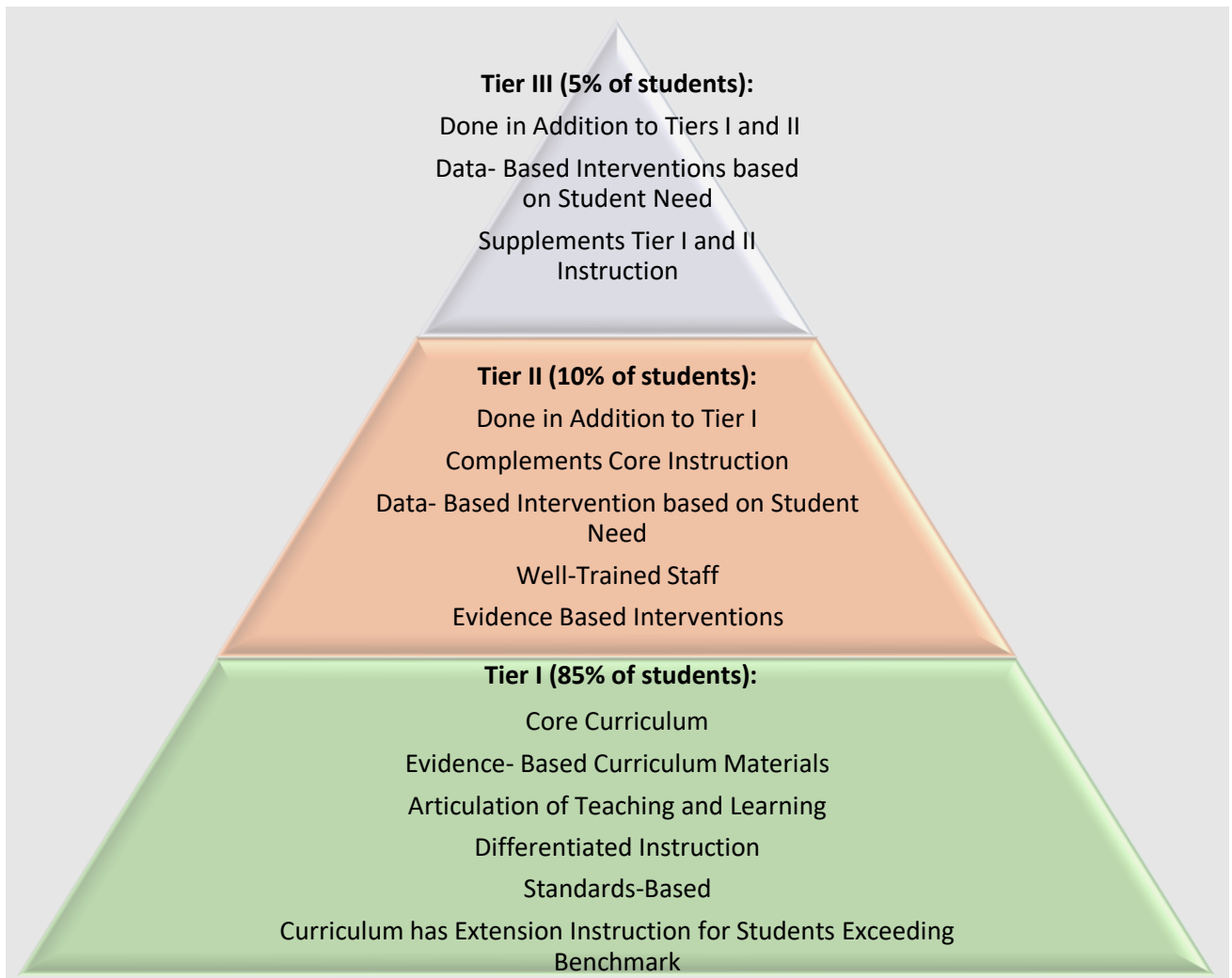
Overview: The MTSS model seeks to formalize this sequence of teach-assess-intervene, and it has gained significance as a result of the Individuals with Disabilities Education Act (IDEA, 2004). This federal regulation concerning the placement of students into special education encourages the development of MTSS programs in schools to better evaluate students before identifying them for Special Education services.

Miller and Giugno (2008) identified some general principles to be considered in developing an MTSS program, including monitoring student progress over time, incorporating a variety of research based instructional methods, using collaborative problem solving, encouraging parent involvement, and implementing a school-wide effort. ACCEL Schools has MTSS support for all three tiers of MTSS, as well as a systematic approach to progress monitoring and data analysis.

While some states have not officially adopted MTSS, it is the common language and becoming the mainstream term used for multi-tiered support.

Multi-Level Instruction:

Note: Percentages are approximate and vary according to individual school needs.



- This literacy plan was created based on Tier I reading instruction and evidence-based strategies. Tier II and Tier III interventions are for students who need additional support in reading.

Assessment:

- Screening Tools: Each ACCEL School has access to various screening tools that can be utilized based on individual needs of students and teachers. Screening tool examples may include, but are not limited to: Pre-A Screeners, Print Concept Screeners, Fountas and Pinnell Universal Screeners, or the leveled MTSS assessment screener.
- Universal Screening: Universal screeners are completed for each student to verify risk. Each ACCEL School has access to various universal screeners that can be utilized based

on the individual needs of the students and teachers including, but not limited to, NWEA, DIBELS Next, or Aimsweb.

- Data Points to Verify Risk: Each screener has data alignment to verify students who are at risk or off-track, as well as proficient and above grade level. Each grade level serviced has specific data points to verify the academic progress students have made in literacy, as well as standards-based interventions for filling in literacy inequalities.

Progress Monitoring:

- Progress Monitoring Tools: Each school within the ACCEL Schools Network have resources for progress monitoring and systematic progress monitoring plans for each tier of instruction. These resources are based on best practices for instruction and are evidence-based intervention strategies.
- Progress Monitoring Process: Each school within the ACCEL Schools Network follows the ACCEL Schools MTSS for progress monitoring support. Tier I progress monitoring support is outlined by network-aligned assigned calendars. Tier II supports are completed on a bi-weekly basis, with monitoring of each student discussed during MTSS building meetings. Tier III-supported students are progressed on a monthly schedule, with all data being compiled and discussed during MTSS building meeting.

Data Based Decision Making

- Data Based Decision Making Process: Each school within the ACCEL Schools network utilizes various forms of data for MTSS supports and decision making for students. Each school has access to various formative and summative assessments, as well as access to district- wide progress monitoring for students identified as at-risk.
- Responsiveness to Tiers II/III Levels of Intervention: Students who have been assessed as “at risk” are identified by the building MTSS team, in collaboration with the classroom teacher. After identifying the student’s academic strengths and weaknesses, the MTSS team prescribes an academic intervention and an amount of time that the intervention should be taught and re-assessed. The MTSS team reconvenes after the prescribed amount of time for another data analysis to determine if the intervention has been successful. Tier II and III data is analyzed after a four to six-week period to see if there has been any academic growth. With the current MTSS framework, building leadership has the autonomy to offer Tier II and/ or Tier III support in accordance with individual student needs.
- Teachers must recognize the differences and implications associated with each type of struggling reader. Assessments used for diagnosing reading problems and monitoring reading progress, reader placement and exit criteria (also known as decision rules), as well as the likelihood of success in core instruction or with a specific intervention, are tied to the needs of the learner.
 - Learners who have difficulties characterized as phonological will require assessments of word-level reading broken down by the component skills, such as

decoding and phonological skills, including phonemic awareness, letter-sound knowledge and rapid automatic naming, and interventions directly associated with the teachable word-level reading skill;

- Learners with challenges characterized as a language difficulty require more language-oriented assessments and interventions associated with linguistic comprehension, such as vocabulary, background knowledge, working memory, inferencing and comprehension monitoring; and
- Learners who experience mixed reading difficulty will require diagnostic assessments in both word-level reading and language comprehension, as well as interventions addressing both needs.

Infrastructure and Support for MTSS:

- Preventive Focus: Each school within the ACCEL network has a preventive focus for students to achieve at Tier I, including benchmark data that aligns with standards-based instruction and mastery. Examples of preventive focus would include strong, evidence-based core instruction, consistent progress monitoring for all students, and professional learning and coaching of teachers and building leadership on the articulation of teaching and learning and standards-based instruction.
- ACCEL Schools Leadership: A MTSS Handbook is available to all schools, and assists buildings in following MTSS guidelines for literacy support of students. Network leadership also assists in creation and presentation of network and building-wide professional learning, facilitates in-network and building specific academic team meetings for MTSS, and supports the fidelity of interventions and supplemental instructional supports within the building.
- School- Based Leadership: Building leadership assists in following guidelines for MTSS for literacy support of students. Building leadership also assists in creation and presentation of building-wide professional learning, facilitates in building specific academic team meetings for MTSS and supports the fidelity of interventions and supplemental instructional supports within the building.
- School- Based Professional Learning: Each school has professional learning based on MTSS and instructional support. Title teachers, aides, and classroom teachers receive yearlong professional learning for strategies of instruction for emergent readers, as well as scheduled professional learning on instructional supports for Tier II and III supports.
- School- Wide Scheduling: Tier I, II, and III teachers have building-wide schedules to ensure students in need of additional supports are receiving services. Schedules are created by these teachers and finalized by building leadership.
- School-Wide Instructional Teams for All Tiers: All ACCEL Schools are required to have a MTSS chairperson(s) to ensure that meetings are scheduled in a timely and frequent manner. Each team consists of building leadership, grade-band chairs, the classroom teacher(s), Title teacher(s), behavior specialists (if applicable) and intervention specialists. Parents/ guardians of the student in the MTSS process are also on the team. These teams are supported by district leadership.

- **MTSS Resources:** All ACCEL Schools have access to the ACCEL RtI (Response to Intervention) Handbook, which aligns with state expectations for RtI and MTSS. Also, each school has access to digital MTSS resources and research driven instructional practices.
- **Communication:** All ACCEL Schools have procedural expectations for parental communication, including (but not limited to): parent phone calls about student progress, paper and digital invitations for each tier of MTSS instruction and standards aligned trackers to track academic progress of students. Tiered instruction and student achievement are monitored in real time by network and building level support with the use of digital outlets.
- **Fidelity:** Fidelity is measured by lesson planning and implementation for MTSS support staff, the MTSS school-wide chairperson, and the district support team. Each intervention and support used within the building has a prescribed amount of time and frequency of use, and this information is monitored and reviewed by district and building leadership.
- **Assessment and Evaluation:** Students are assessed on a frequent and systematic level for academic growth and mastery of standards-based instruction. School based leadership teams meet bi-weekly for discussion on growth of students and data driven discussions for literacy and academic support based on student needs. Title teachers are evaluated using the State Teacher's Evaluation System by building leadership.

Leadership teams will provide opportunities for continuous professional learning. The broad goals of these opportunities are to ensure staff awareness and implementation of both the comprehensive literacy approach and the MTSS for Literacy process. The responsibilities of the leadership team are detailed in the next section.

Leadership

In continued support of ACCEL School's mission, the building leadership teams drive educational innovation on a large scale across socio-economic and geographical lines. The principal of each school is the instructional leader in their building and ensures that each school's academic framework, curriculum, and culture adheres to ACCEL School's literacy goals. Each year, they, along with the building leadership team, complete the tasks needed to conduct a successful literacy needs assessment process (Appendix D) in order to determine any gaps that may exist between the current state and desired state of the school. Using data from the needs assessment, each building leadership team then organizes a literacy team to create a local literacy plan for their school. Due to the nature of ACCEL Schools being spread across multiple states, it is ACCEL School's policy that each school creates their local literacy plan according to their state's Department of Education guidelines and templates. If a state does not provide a template, ACCEL Schools has created a Local Literacy Plan Template (Appendix E), modeled on *Ohio's Reading Achievement Plan Template* and *Ohio's Reading Achievement Plan Guidance* (Ohio Department of Education, 2018), as general guidance for all schools.

The local literacy plan is the backbone of the literacy needs, goals, and implementation of each school. The literacy team monitors the schools' implementation throughout the year using the walkthrough tool (Appendix C) during regularly scheduled times. The plan is meant to be continuously updated as the building leadership team progress monitors the implementation, and modifies the plan, if needed, to ensure that the literacy goals for the building are being met.

The building leadership team works diligently to create a building-wide culture of literacy, which is evident upon entering any ACCEL school. The building leadership team dedicates numerous resources and professional development hours to support literacy and to ensure that all staff members and classrooms are literacy focused. This team also facilitates the collection, analysis, and communication of literacy data to staff members and families.

A large part of the leadership team's responsibility is to equip their personnel with the knowledge, resources, and ongoing support needed to enable our students to become successful readers. The next section addresses professional development for teachers and staff.

Educator Capacity

ACCEL Schools serves Early K-12 schools in multiple states and believes in creating successful schools for all students, tailoring the learning experience to each individual student. We know that the five main components of literacy are necessary for reading successfully; however, there are shifts in emphasis that take place as a student moves through school, so each year staff members participate in a literacy needs assessment in order to determine the level of literacy professional development that is needed. Based on the results from the school's needs assessment (Appendix D), the district and building leadership team creates a school-wide professional development plan (see Local Literacy plan in Appendix E) for their staff. The professional development plans emphasize evidence-based best practices including literacy instruction, intervention, and assessments.

Each school has designated whole-school staff professional development days at the beginning of the school year as well as designated days embedded into their school calendar throughout the school year. During these professional development days, each building leadership team provides a coordinated program of staff development that will ensure each teacher has training in classroom-focused literacy instruction. Each school's building leadership team, grade level teams, and schoolwide MTSS teams meet regularly to discuss and review school level and student level literacy needs and achievement. Each school also provides ongoing job-embedded coaching time for all staff members.

Professional development activities may include, but are not limited to:

Ongoing, embedded professional development:

- Initial and ongoing professional development to school leaders and staff regarding implementation of the five main components of literacy
- In-person or virtual coaching meetings for all district and building leadership teams
- In-person or virtual coaching meetings for all teachers
- Building Leadership team members model literacy instructional strategies during planning meetings, real-time in the classroom, and during professional development or staff meetings

- Building Leadership team members co-plan upcoming classroom literacy lessons with an emphasis on evidence-based instructional strategies
- Classroom teachers watch videos of a master teacher implementing literacy strategies
- Classroom teachers participate in self-reflection of videotaped observations
- Classroom teachers work with mentor teachers in the building or in another ACCEL school to allow for classroom observations of another teacher's exemplary lessons

Comprehensive Literacy Approach Professional Development topics may include, but are not limited to:

- Focused literacy instruction around the five components of reading instruction
- Literacy assessments
- Small group instruction best practices
- Science of reading
- Shared reading
- Read-alouds
- Close reading
- Explicit vocabulary instruction
- Disciplinary literacy
- Disciplinary writing

Knowledgeable and dedicated leadership and teachers are necessary to build proficient readers, but they alone are not enough. Students also need literacy support and reading time at home and within their community. Ways schools can build relationships with families around their child's literacy are discussed next.

Family Involvement

ACCEL Schools believe that families are our students' biggest asset. We see all our families as their child's first teacher and actively look for ways to involve families in their child's literacy learning. Research has shown that when families get involved with their children's schools, their children's language and literacy abilities improve (Casper & Lopez, 2017). To that end, we will leverage our home-school partnerships to increase our students' reading achievement including, but not limited to, these ways:

- Keeping families informed of important literacy achievement information and student progress updates while communicating high learning expectations, for example through parent conferences or phone calls.
- At the beginning of the school year, giving families the opportunity to tell teachers about their children as readers and writers.
- Providing students with books they can borrow to bring home.
- Encouraging families to set aside time to read with or to their child each day.
- Clearly communicating simple, best practice routines families can use while reading with their child, for example a shared reading routine.
- Encouraging the use of family journals where both student and a family member(s) can work together to write or draw about a book being read at home.

- Offering age-appropriate book recommendations, and inviting families to offer their own recommendations.
- Providing monthly newsletters that give recommended literacy activities that can be done at home.
- Inviting families into our classrooms to read on designated days, such as Read Across America Day.
- Offering in-person school events, which may include, but are not limited to:
 - Family Literacy Night
 - Curriculum Night
 - Book Fair
 - Read-Aloud event
 - Poetry Slam

Community Partnerships

Community involvement is important, as this is how our school stakeholders connect with and support our schools. Community support with a literacy focus will assist our building leaders, teachers, and students with more resources and literary support for student growth and achievement. Several ways that schools can build community involvement and interactions are discussed below.

Increased opportunities for public interaction and involvement, may include, but are not limited to:

- Create or recruit diverse parent and community groups and organizations to support the literacy goals of the school.
- Provide a parent /school organization that focuses on community needs and academic support at home.
- Use board meetings as a transparent way of keeping the public informed about school literacy initiatives, goals, and supports needed.
- Collaborate with community partnerships to provide support for teachers and students and gather feedback for continued support, such as guest readers, Drop Everything and Read (D.E.A.R.), and Mentors Read, a partnership in which community partners pair with students and read one-on-one.

Ways to foster and expand collaborations within our organization and the community, may include, but are not limited to:

- Inform media outlets to highlight significant achievements of staff, students, and community partnerships.
- Foster strong relationships with community partners that can encourage additional course offerings for teachers, parents, and the school community. Examples of community partners include local libraries, afterschool programs, cultural institutions, healthcare providers, local businesses, philanthropic organizations, and the faith-based community.
- Regularly assess the needs of family, staff, and students and partner with the community to assist with obtaining literary resources for these needs, such as donating books to families,

scheduling Book Mobiles/mobile libraries for families in need, and creating and facilitating school Literacy Nights.

Ways to recognize and celebrate students, staff, and community partners, may include, but are not limited to:

- Recognize student, staff, and community partner accomplishments during board meetings, on media outlets, school websites and other community communications.
- Create a culture of celebration around literacy within the school in concert with community partners, stakeholders, faculty, and students.

Ways to expand the use of technology and other forms of media to keep the community and the stakeholders informed, may include, but are not limited to:

- Utilize social media and other forms of technology to inform the stakeholders and community of current literacy-related information.
- Provide training and support for students and families on appropriate technology and its utilization.
- Become more proactive in being transparent in reporting applicable literacy information and news to students, families, staff, stakeholders, the community, and members of news media outlets.

Appendices

Appendix A

Curriculum Evaluation Checklist

Before using this checklist, consider the need(s) you are trying to meet by purchasing new curriculum materials. Depending on the purpose, not all items included in the checklist need to be present. However, all items in the checklist do need to be evident in literacy instruction, whether it be in a single curriculum product, or a combination of more than one.

I. Alignment and Effectiveness

- ☐ Product is aligned to state standards
- ☐ Product provides a clear scope and sequence that shows knowledge and skill progression through the grade level, and vertical alignment between grade levels
- ☐ Publisher can provide documentation of the research they used when developing the product
- ☐ Publisher can provide efficacy studies that indicate use of the product with fidelity yields high learning results for students

II. Literacy Components and Practices

- ☐ Phonemic awareness (focused on sounds only) is explicitly included as a part of daily instruction in grades Early K-1
- ☐ Phonics instruction is systematic and explicit

Fluency

- ☐ Teacher Read-Alouds
- ☐ Explicit modeling of fluency aspects like stress, accuracy, pace, and emotion
- ☐ Opportunities for student practice

Vocabulary

- ☐ Explicit instruction of target words
- ☐ Instruction in general academic (e.g., analyze, predict) and domain-specific (e.g., mammal, colonization) vocabulary
- ☐ Instruction in word-learning strategies, like morphology

Comprehension

- ☐ Text-dependent questions (questions that require students to cite evidence from the text)

- ☐ Close reading (multiple readings of the same text)
- ☐ Direct instruction in comprehension strategies (e.g., summarizing, inferencing, determining importance)

Writing

- ☐ Across multiple modes (descriptive, opinion, informational)
- ☐ Exemplars are provided for students
- ☐ Utilizes the writing process (prewriting, drafting, revising, editing, publishing)
- ☐ Writing in response to text and citing evidence
- ☐ Embedded opportunities for speaking and listening

Texts are:

- ☐ Complex, with documented measures of complexity (e.g., Lexile levels, any notes on qualitative measures like prior knowledge demands and levels of meaning)
- ☐ Inclusive of a variety of genres and topics
- ☐ Authentic (not written for the purposes of reading instruction)
- ☐ Culturally relevant, e.g. books that connect to students' cultures, lives, experiences, and language

Differentiated Small Groups (students grouped by areas of need, working in teacher-led, flexible groups)

- ☐ Mini-lessons
- ☐ Books at different reading levels
- ☐ Ideas for centers

Language Conventions

- ☐ Spelling
- ☐ Grammar

III. Instructional Supports

Instructional practices include:

- ☐ Teacher modeling

- ☐ Guided practice
- ☐ Independent application
- ☐ Higher-order thinking questions and tasks
- ☐ Scaffolding is built in for struggling readers and English learners
- ☐ Intensive interventions are provided for struggling readers
- ☐ Opportunities for technology integration so students are technologically literate
- ☐ Graphic organizers and anchor charts are included
- ☐ Includes opportunities for home and community involvement

IV. Assessment

- ☐ Assessments are provided at regular intervals

Assessment Types:

- ☐ Formative
- ☐ Summative
- ☐ Diagnostic
- ☐ Progress monitoring
- ☐ Self-assessment
- ☐ Clear answer keys or rubrics are provided for teacher scoring of the assessment
- ☐ Assessments are clearly aligned with standards
- ☐ Assessments include a variety of question types and response options
- ☐ Assessments incorporate higher-order thinking questions
- ☐ Assessment data is actionable – teachers are directed to additional resources or reteaching opportunities based on the results

Appendix B

Evidence-based curricula and strategies

The following curricula and strategies are recommended because they are evidence-based, as required by ESSA. The [What Works Clearinghouse](#), [Evidence for ESSA](#), and the [Ohio Evidence-Based Clearinghouse](#) were used to generate this list. If a product or strategy is not on this list, it does not mean that it is ineffective; it just may not yet have been the subject of a rigorous peer-reviewed published study. Schools may use curricula not included on this list, but they must use the Curriculum Evaluation Checklist to ensure the quality of any product selected for use. Curriculum providers are listed in [brackets]. Again, these curricula and strategies are recommended only, not required.

Core curriculum

Cooperative Integrated Reading and Composition (1st-6th) [Success for All Foundation]

Journeys (K-6th, but has only been evaluated for K-2nd) [Houghton Mifflin Harcourt]

Reach (ESL K-5th) [National Geographic Learning/Cengage Learning]

Reach for Reading (K-6th) [National Geographic Learning/Cengage Learning]

Reading Edge (6th-8th) [Success for All Foundation]

Success for All (K-5th) [Success for All Foundation]

Superkids Reading Program (K-2nd) [Zaner-Bloser]

Phonics and Phonological Awareness (PA)

DaisyQuest (PK-2nd; PA) [Adventure Learning Software]

Lexia Core5 Reading (K-5th) [Lexia Learning, a Rosetta Stone company]

Lindamood Phoneme Sequencing (K-2nd; PA) [Lindamood-Bell Learning Processes]

Scholastic Phonics Readers (Elementary; Phonics) [Scholastic]

Fluency

Fluency Formula (1st-6th) [Scholastic]

Read Naturally (elementary-middle school) [Read Naturally]

Intervention products

Achieve3000 (2nd-12th) [Achieve 3000]

Corrective Reading (3rd – 6th) [McGraw-Hill]

Early Reading Intervention (K-1st) [Pearson]

Enhanced Core Reading Instruction (1st-2nd) [University of Oregon Center on Teaching and Learning]

Exemplary Center for Reading Instruction (1st-6th) [Exemplary Center for Reading Instruction]

Failure Free Reading (K-12th) [Failure Free Reading]

Fountas & Pinnell Leveled Literacy Intervention (K-2nd) [Heinemann]

Intervenciones tempranas de la lectura (ESL 1st-2nd) [McGraw-Hill Education]

Lexia PowerUp Literacy (6th-12th) [Lexia Learning Systems LLC, a Rosetta Stone company]

Voyager Passport (middle and high school) [Voyager Sopris Learning]

Passport to Literacy (K-5th) [Voyager Sopris Learning]

QuickReads tutoring (1st-6th) [Pearson]

READ 180 (4th-12th) [Houghton Mifflin Harcourt]

Reading Plus (3rd – 12th) [Reading Plus]

Reading Recovery (1st) [Reading Recovery Council of North America]

Sound Partners tutoring program (K-2nd) [Voyager Sopris Learning]

SPARK Literacy tutoring program (K-2nd) [Boys & Girls Clubs of Greater Milwaukee]

Spelling Mastery (1st-6th) [McGraw-Hill]

Wilson Reading (3rd and up) [Wilson Language Training]

Xtreme Reading (middle and high school) [KU Center for Research and Learning]

Strategies

K-3 Foundational Reading Strategies

- Teach students academic language skills, including the use of inferential and narrative language, and vocabulary knowledge.
 - Engage students in conversations that support the use and comprehension of inferential language.
 - Explicitly engage students in developing narrative language skills.
 - Teach academic vocabulary in the context of other reading activities.
- Develop awareness of the segments of sound in speech and how they link to letters.
 - Teach students to recognize and manipulate segments of sound in speech.
 - Teach students letter–sound relations.
 - Use word-building and other activities to link students’ knowledge of letter–sound relationships with phonemic awareness.
- Teach students to decode words, analyze word parts, and write and recognize words.

- Teach students to blend letter sounds and sound–spelling patterns from left to right within a word to produce a recognizable pronunciation. (blend, chunk, sound out)
- Instruct students in common sound–spelling patterns.
- Teach students to recognize common word parts.
- Have students read decodable words in isolation and in text.
- Ensure that each student reads connected text every day to support reading accuracy, fluency, and comprehension.
 - As students read orally, model strategies, scaffold, and provide feedback to support accurate and efficient word identification.
 - Teach students to self-monitor their understanding of the text and to self-correct word-reading errors.
 - Provide opportunities for oral reading practice with feedback to develop fluent and accurate reading with expression.

K-3 Reading Comprehension Strategies

- Teach students how to use reading comprehension strategies.
 - Teach students how to use several research-based reading comprehension strategies.
 - Teach reading comprehension strategies individually or in combination.
 - Teach reading comprehension strategies by using a gradual release of responsibility.
- Teach students to identify and use the text’s organizational structure to comprehend, learn, and remember content.
 - Explain how to identify and connect the parts of narrative texts.
 - Provide instruction on common structures of informational texts.
- Guide students through focused, high-quality discussion on the meaning of text.
 - Structure the discussion to complement the text, the instructional purpose, and the readers’ ability and grade level.
 - Develop discussion questions that require students to think deeply about text.
 - Ask follow-up questions to encourage and facilitate discussion.
 - Have students lead structured small-group discussions.
- Select texts purposefully to support comprehension development.
 - Teach reading comprehension with multiple genres of text.
 - Choose texts of high quality with richness and depth of ideas and information.
 - Choose texts with word recognition and comprehension difficulty appropriate for the students’ reading ability and the instructional activity.
 - Use texts that support the purpose of instruction.
- Establish an engaging and motivating context in which to teach reading comprehension.
 - Help students discover the purpose and benefits of reading.
 - Create opportunities for students to see themselves as successful readers.
 - Give students reading choices.
 - Give students the opportunity to learn by collaborating with their peers.

4-12 Adolescent literacy reading comprehension strategies

- Provide explicit vocabulary instruction
 - Dedicate a portion of regular classroom lessons to explicit vocabulary instruction.

- Provide repeated exposure to new words in multiple contexts and allow sufficient practice sessions in vocabulary instruction.
- Give sufficient opportunities to use new vocabulary in a variety of contexts through activities such as discussion, writing, and extended reading.
- Provide students with strategies to make them independent vocabulary learners.
- Provide direct and explicit comprehension strategy instruction
 - Carefully select the text to use when beginning to teach a given strategy.
 - Show students how to apply the strategies they are learning to different texts.
 - Make sure that the text is appropriate for the reading level of students.
 - Use a direct and explicit instruction lesson plan for teaching students how to use comprehension strategies.
 - Provide the appropriate amount of guided practice depending on the difficulty level of the strategies that students are learning.
 - Talk about comprehension strategies while teaching them.
- Provide opportunities for extended discussion of text meaning and interpretation
 - Carefully prepare for the discussion by selecting engaging materials and developing stimulating questions.
 - Ask follow-up questions that help provide continuity and extend the discussion.
 - Provide a discussion format students can follow when they discuss text in small groups.
 - Develop and practice the use of a specific “discussion protocol.”
- Increase student motivation and engagement in literacy learning
 - Establish meaningful and engaging content learning goals around the essential ideas of a discipline as well as around the specific learning processes used to access those ideas.
 - Provide a positive learning environment that promotes student autonomy in learning.
 - Make literacy experiences more relevant to student interests, everyday life, or important current events.
 - Build classroom conditions to promote higher reading engagement and conceptual learning through such strategies as goal setting, self-directed learning, and collaborative learning.

Appendix C

ACCEerator: Literacy K-3 Walkthrough

Yes/Not Yet

This literacy walkthrough tool is used by building and network leaders to assess implementation of the ELA framework. It requires multiple classroom observations over the course of multiple days to monitor instruction during each component. This walkthrough tool is a check for implementation. Thus, the only answers are 'yes', there is classroom evidence the criteria is met, or we have 'not yet' observed evidence the criteria is met.

Comprehensive Literacy Block Components		Y/NY
Phonological and phonemic awareness instruction occurs daily.		
Oral language and vocabulary are taught daily. All types of vocabulary words are introduced including sight words/tier one, tier two, and tier three vocabulary words.		
Phonics instruction occurs daily.		
Interactive read-alouds using rich, thoughtful, age appropriate text occur daily.		
Teacher-led small group reading instruction occurs daily.		
Writing mini-lessons are taught daily.		
Students regularly read independent reading books.		
Teaching Strategies		
Explicit phoneme manipulation - The teacher engages students in games to play with words like rhyming, clapping out syllables, and phonemic manipulation such as initial sound substitution.		
Oral language routines – Teacher engages students in verbal discussion, listening comprehension skills and using sentence stems to express their ideas.		
Decoding – Teacher models how to decode words, analyze word parts, write, and recognize words.		
Explicit vocabulary routines – Teacher explicitly teaches multiple vocabulary words daily and weekly to support the content being taught and provide background knowledge.		
Close reading – Teacher explicitly teaches students how to closely read texts multiple times to locate main ideas, central themes and supporting textual evidence.		
Text annotation – Teacher explicitly models how students should annotate text and make notes to better comprehend main ideas and key details with supporting textual evidence.		
Reading Comprehension Strategies – Teacher explicitly models comprehension strategies such as summarizing, inferencing, determining importance and predicting.		
Evidence based responses - Students are prompted to support their responses to open-ended, opinion, and big idea questions with textual evidence.		

Student Engagement		Y/NY
Anchor charts are posted and up to date with current teaching – making learning visible.		
Written response/class discussion protocol implemented regularly. Students are given opportunity to share out via written response and class discussion such as a Chalk Talk or Back to Back – Face to Face protocol.		
Close reading protocol implemented regularly. Students are given opportunity to read complex text closely, summarize and discuss their thinking. One example is to read the text using a Jigsaw protocol or asking students to complete a Gallery Walk including specific text samples.		
Peer critique partner protocol implemented regularly. Students are given opportunities to review the work and receive feedback from their peers. They provide suggestions for improvement and receive feedback. This can be done using the Praise – Question – Suggestion protocol.		
Discussion partner protocol – Students often discuss a specific open-ended question using a partner protocol such as Think – Pair – Share.		
Interactive Word Walls – Posted and up to date with student involvement making vocabulary visible.		
Checks For Understanding		
Student movement activity around the room to assess student understanding during the lesson occurs regularly. One example is the Four Corners protocol.		
White boards or response cards are used regularly for students to communicate their understanding during the lesson.		
Teacher circulates regularly and provides direct feedback on specific criteria during the lesson – especially during guided practice.		
Student goal setting or ownership of learning – Students are informed of their progress and monitor their growth with the teacher in at least one academic area.		
Release and Catch (7:2) Teachers regularly give students seven minutes of work time (release) followed by two minutes of teacher directed clarifications (catch).		

ACCEerator: Literacy 4-5 Walkthrough

Yes/Not Yet

This literacy walkthrough tool is used by building and network leaders to assess implementation of the ELA framework. It requires multiple classroom observations over the course of multiple days to monitor instruction during each component. This walkthrough tool is a check for implementation. Thus, the only answers are 'yes', there is classroom evidence the criteria is met, or we have 'not yet' observed evidence the criteria is met.

Comprehensive Literacy Block Components		Y/NY
Oral language and vocabulary are taught daily. All types of vocabulary words are introduced including tier one, tier two, and tier three vocabulary words.		
Interactive read-alouds or shared reading opportunities for students to read the same text with the teacher using rich, thoughtful, age appropriate text occur daily.		
Teacher-led small group reading instruction occurs daily.		
Writing mini-lessons are taught daily.		
Students regularly read independent reading books.		
Teaching Strategies		
Oral language routines – Teacher engages students in verbal discussion, listening comprehension skills and using sentence stems to express their ideas.		
Decoding – Teacher models how to decode words, analyze word parts, write and recognize words.		
Explicit vocabulary routines – Teacher explicitly teaches multiple vocabulary words daily and weekly to support the content being taught and provide background knowledge.		
Close reading – Teacher explicitly teaches students how to closely read texts multiple times to locate main ideas, central themes and supporting textual evidence.		
Text annotation – Teacher explicitly models how students should annotate text and make notes to better comprehend main ideas and key details with supporting textual evidence.		
Reading Comprehension Strategies – Teacher explicitly models comprehension strategies such as summarizing, inferencing, determining importance and predicting.		
Evidence based responses - Students are prompted to support their responses to open-ended, opinion, and big idea questions with textual evidence.		

Student Engagement		Y/NY
Anchor charts are posted and up to date with current teaching – making learning visible.		
Written response/class discussion protocol implemented regularly. Students are given opportunity to share out via written response and class discussion such as a Chalk Talk or Back to Back – Face to Face protocol.		
Close reading protocol implemented regularly. Students are given opportunity to read complex text closely, summarize and discuss their thinking. One example is to read the text using a Jigsaw protocol or asking students to complete a Gallery Walk including specific text samples.		
Peer critique partner protocol implemented regularly. Students are given opportunities to review work and receive feedback from their peers. They provide suggestions for improvement and receive feedback. This can be done using the Praise – Question – Suggestion protocol.		
Discussion partner protocol – Students often discuss a specific open-ended question using a partner protocol such as Think – Pair – Share.		
Interactive Word Walls – Posted and up to date with student involvement making vocabulary visible.		
Checks For Understanding		
Student movement activity around the room to assess student understanding during the lesson occurs regularly. One example is the Four Corners protocol.		
White boards or response cards are used regularly for students to communicate their understanding during the lesson.		
Teacher circulates regularly and provides direct feedback on specific criteria during the lesson – especially during guided practice.		
Student goal setting or ownership of learning – Students are informed of their progress and monitor their growth with the teacher in at least one academic area.		
Release and Catch (7:2) Teachers regularly give students seven minutes of work time (release) followed by two minutes of teacher directed clarifications (catch).		

ACCEerator: Literacy 6-8 Walkthrough

Yes/Not Yet

This literacy walkthrough tool is used by building and network leaders to assess implementation of the ELA framework. It requires multiple classroom observations over the course of multiple days to monitor instruction at during each component. This walkthrough tool is a check for implementation. Thus, the only answers are 'yes', there is classroom evidence the criteria is met, or we have 'not yet' observed evidence the criteria is met.

Comprehensive Literacy Block Components		Y/NY
Oral language and vocabulary are taught daily. All types of vocabulary words are introduced including tier one, tier two, and tier three vocabulary words.		
Shared reading opportunities for students to read the same text with the teacher using rich, thoughtful, age appropriate text occur daily.		
Teacher led small group reading instruction occurs daily.		
Writing mini-lessons are taught daily.		
Students regularly read independent reading books.		
Teaching Strategies		
Oral language routines – Teacher engages students in verbal discussion, listening comprehension skills and using sentence stems to express their ideas.		
Decoding – Teacher models how to decode words, analyze word parts, write, and recognize words.		
Explicit vocabulary routines – Teacher explicitly teaches multiple vocabulary words daily and weekly to support the content being taught and provide background knowledge.		
Close reading – Teacher explicitly teaches students how to closely read texts multiple times to locate main ideas, central themes and supporting textual evidence.		
Text annotation – Teacher explicitly models how students should annotate text and make notes to better comprehend main ideas and key details with supporting textual evidence.		
Reading Comprehension Strategies – Teacher explicitly models comprehension strategies such as summarizing, inferencing, determining importance and predicting.		
Evidence based responses - Students are prompted to support their responses to open-ended, opinion, and big idea questions with textual evidence.		

Student Engagement		Y/NY
Anchor charts are posted and up to date with current teaching – making learning visible.		
Written response/class discussion protocol implemented regularly. Students are given opportunity to share out via written response and class discussion such as a Chalk Talk or Back to Back – Face to Face protocol.		
Close reading protocol implemented regularly. Students are given opportunity to read complex text closely, summarize and discuss their thinking. One example is to read the text using a Jigsaw protocol or asking students to complete a Gallery Walk including specific text samples.		
Peer critique partner protocol implemented regularly. Students are given opportunities to review work and receive feedback from their peers. They provide suggestions for improvement and receive feedback. This can be done using the Praise – Question – Suggestion protocol.		
Discussion partner protocol – Students often discuss a specific open-ended question using a partner protocol such as Think – Pair – Share.		
Interactive Word Walls – Posted and up to date with student involvement making vocabulary visible.		
Checks For Understanding		
Student movement activity around the room to assess student understanding during the lesson occurs regularly. One example is the Four Corners protocol.		
White boards or response cards are used regularly for students to communicate their understanding during the lesson.		
Teacher circulates regularly and provides direct feedback on specific criteria during the lesson – especially during guided practice.		
Student goal setting or ownership of learning – Students are informed of their progress and monitor their growth with the teacher in at least one academic area.		
Release and Catch (7:2) Teachers regularly give students seven minutes of work time (release) followed by two minutes of teacher directed clarifications (catch).		

ACCEerator: Literacy 9-12 Walkthrough

Yes/Not Yet

This literacy walkthrough tool is used by building and network leaders to assess implementation of the ELA framework. It requires multiple classroom observations over the course of multiple days to monitor instruction at during each component. This walkthrough tool is a check for implementation. Thus, the only answers are 'yes', there is classroom evidence the criteria is met, or we have 'not yet' observed evidence the criteria is met.

Comprehensive Literacy Block Components		Y/NY
All types of vocabulary words are introduced including tier one, tier two, and tier three vocabulary words.		
Shared reading opportunities for students to read the same text with the teacher using rich, thoughtful, age appropriate text occur regularly.		
Teacher-led small group reading instruction occurs regularly.		
Writing mini-lessons are taught throughout writing units.		
Students regularly read independent reading books.		
Teaching Strategies		
Oral language routines – Teacher engages students in verbal discussion, listening comprehension skills and using sentence stems to express their ideas.		
Explicit vocabulary routines – Teacher explicitly teaches multiple vocabulary words weekly to support the content being taught and provide background knowledge.		
Close reading – Teacher explicitly teaches students how to closely read texts multiple times to locate main ideas, central themes and supporting textual evidence.		
Text annotation – Teacher explicitly models how students should annotate text and make notes to better comprehend main ideas and key details with supporting textual evidence.		
Reading Comprehension Strategies – Teacher explicitly models comprehension strategies such as summarizing, inferencing, determining importance and predicting.		
Evidence based responses - Students are prompted to support their responses to open-ended, opinion, and big idea questions with textual evidence.		

Student Engagement		Y/NY
Anchor charts are posted and up to date with current teaching – making learning visible.		
Written response/class discussion protocol implemented regularly. Students are given opportunity to share out via written response and class discussion such as a Chalk Talk or Back to Back – Face to Face protocol.		
Close reading protocol implemented regularly. Students are given opportunity to read complex text closely, summarize and discuss their thinking. One example is to read the text using a Jigsaw protocol or asking students to complete a Gallery Walk including specific text samples.		
Peer critique partner protocol implemented regularly. Students are given opportunities to review the work and receive feedback from their peers. They provide suggestions for improvement and receive feedback. This can be done using the Praise – Question – Suggestion protocol.		
Discussion partner protocol – Students often discuss a specific open-ended question using a partner protocol such as Think – Pair – Share.		
Interactive Word Walls – Posted and up to date with student involvement making vocabulary visible.		
Checks For Understanding		
Student movement activity around the room to assess student understanding during the lesson occurs regularly. One example is the Four Corners protocol.		
White boards or response cards are used regularly for students to communicate their understanding during the lesson.		
Teacher circulates regularly and provides direct feedback on specific criteria during the lesson – especially during guided practice.		
Student goal setting or ownership of learning – Students are informed of their progress and monitor their growth with the teacher in at least one academic area.		
Release and Catch (7:2) Teachers regularly give students seven minutes of work time (release) followed by two minutes of teacher directed clarifications (catch).		

Appendix D

ACCEL Schools Literacy Needs Assessment

Each school conducts a Literacy Needs Assessment each school year to help building leaders uncover both strengths and challenges that will inform growth and improvement. The goal of the needs assessment is to help educators identify, understand, and prioritize the literacy needs of their schools, in order to show improvement. ACCEL Schools believes that conducting the needs assessment is not only a beginning of the year task, but rather it is a process that needs to be conducted continuously throughout the year. Using guidance provided by the U.S. Department of Education in its 2016 *Using Evidence to Strengthen Education Investments* (U.S. Department of Education, 2016), ACCEL Schools has adopted the five-step continuous improvement cycle shown below.

Continuous Improvement Cycle

Source: U.S. Department of Education, 2016



Knowing that every school's needs are different, the overarching details listed below for each step of the process are what ACCEL Schools recommends using as guidance when planning, creating, and implementing the needs assessment.

1. Identify Local Needs

- Defining the desired outcomes and creating a plan to achieve them.
- Conduct a root cause analysis to determine specific needs for school
- Rigorous data analysis using diverse and high-quality data sets.
 - o Determine which data sets to use
 - o Collecting, organizing, and interpreting information from the data sets

- The data included needs to be balanced among input data, output data, and demographic or community context data.
- Needs-driven approach in order to build the plan around the problems and topics
- Design and data inputs must reflect the local context for the work
- Active and meaningful engagement of all stakeholders
 - The plan should be completed collaboratively by an invested group of individuals instead of by a small group of leaders or an outside entity
- 2. Select Relevant, Evidence-Based Interventions
 - Determine the school's priorities based off the research done in the Identify Local Needs phase of the cycle. These priorities should be supported by strong data and focus on issues that the school can control.
 - Narrow the focus from this list of priorities that will glean the greatest potential for impact on student outcomes.
 - Consider findings or themes based on a single source or data point.
 - Use the Curriculum Evaluation Checklist and Recommended Curricula and Strategies (Appendices A and B) as references for selecting interventions that will best serve your school.
- 3. Plan for Implementation
 - Communicate the results of the needs assessment with all stakeholders.
 - Determine how the needs assessment results will be used to create meaningful, long-term change for all educators.
 - Ensure that the implementation of initiatives connects with existing work, when appropriate.
 - Focus the needs on identifying strategies, timelines, available resources, and plans for progress monitoring.
 - Survey staff members to determine their background knowledge on literacy components.
- 4. Implement
 - Create a timeline for implementation.
 - Determine what data will need to be gathered in order to determine that the strategies put in place are successful.
 - Building leadership team conducts on-going literacy walkthroughs.
 - Building leadership team holds meetings with teachers to discuss the implementation timeline and see if it needs to be adjusted.
 - Determine if there are any barriers in place that will prevent a successful implementation.
- 5. Examine and Reflect
 - Regularly collect and analyze data in order to track progress towards goals.
 - Determine beginning, middle, and end of the year milestones that need to be met.
 - Discuss whether the data collected is useful and if not, determine what new data needs to be collected in order monitor the progress of the implementation.
 - Engage in round-table discussions or surveys of students and teachers where they share their experiences on the strategies implemented.
 - Based on this information, determine if the implementation should be continued as is, be modified, or be discontinued.
 - Establish a procedure for sharing this information with all stakeholders.

Appendix E

The purpose of the local literacy plan is to provide the school leadership team with a blueprint for improving student achievement in literacy for all students in the school. To generate change, leaders must actively use a local literacy plan to guide decision making around instruction, programming, and resource allocation. Guidance on all these items can be found in the ACCEL Schools Literacy Plan and the building leadership team should thoroughly read and used the tools in this document before creating the local literacy plan.

School Name:

Address:

Lead Contact:

Date:

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Appendix

Section 1: School, District, and Community Leadership team members, development process, and plan for monitoring the implementation

- Describe the team members and their influence in developing the plan.
 - Include team members' roles and contact information in the table below. Add additional rows as needed.
 - Consider including individuals with key positions at various levels of the organization, which may include, but are not limited to, board members, community members, early childhood providers that feed into the school, and family engagement team members.
- Briefly describe how the team developed the plan.
- Briefly describe how the team will monitor and communicate the plan.

Name	Role/Title	Organization	Contact Information

Section 2: Alignment Between the Local Literacy Plan and Other Improvement Efforts

- Thoroughly read the ACCEL Schools Literacy Plan and ensure that the local literacy plan is in alignment with the ACCEL Schools Literacy Plan.
- Describe how the local literacy plan is aligned to other school and program improvement initiatives to ensure all implementations are connected and do not interfere with each other.

Section 3: Analysis of Student Performance Data

- Use the needs assessment (Appendix D) to engage in thoughtful and relevant interpretation of the data in order to determine priorities for the plan.
- Provide an analysis of relevant student data from resources that may include, but are not limited to, state ELA assessments, Kindergarten readiness assessments, state report cards, and benchmark assessments.
- Analyze the data over several years in order to note trends in the data.
- Analyze internal (district or school level) and external (community) factors that may contribute to low reading achievement.

Section 4: Measurable Student Performance Goals

- Describe two to three student performance goals and sub-goals drawn from the data analysis from the needs assessment (Appendix D). Consider setting goals for subgroups of students which may include, but are not limited to, one goal per grade band, goals around specific areas of reading like fluency, comprehension, or vocabulary, and goals for special populations of students.
- Goals should be strategic, measurable, ambitious, realistic, and time-bound (SMART)
- Goals should be equitable and inclusive of all students
- Describe progress monitoring goals and a plan for review of these goals.

See below for a few examples.

1. Goal: Close the achievement gaps in reading and increase our performance index by 10% by the end of the 2019-2020 academic year.
 - Subgoal:

- At least ____ percent of staff will be implementing Universal Design for Learning to support reading by June ____ with 100% of staff implementing Universal Design for Learning to support reading by June ____.
 - All TBTs will continue to use adult implementation data to drive system change that supports the reading assessment/progress monitoring system, instruction, and intervention by June ____.
 - Create a building team of literacy experts that spans grade levels to support all teachers in tier I instruction and tier 2 and 3 intervention strategies that focus on the five main components of literacy.
2. Goal: Increase the percentage of learners meeting or exceeding third grade proficiency standards from ____ percent to ____ percent by spring, as measured by the state test.
- Subgoal:
 - By the end of the SY ____, the students who participated in the district's early Kindergarten program who also transitioned to kindergarten and were considered on-track for language and literacy, will increase from 60 to 65 percent, as measured by ____.
 - Increase the percentage of kindergarten learners meeting or exceeding targets for phonemic awareness from ____ percent to ____ percent by spring ____, as measured by (insert reliable and valid universal screening assessment for phonemic awareness measure)
 - By the end of SY ____, third grade students who are identified as needing special education services will demonstrate a ____ percentage point increase from ____ to ____ percent, as measured by ____ (insert reliable and valid universal screening assessment).

Section 5: Action Plan Map(s)

- Break down each goal or subgoal into actionable steps for a smooth implementation. The following items are required for each goal: timeline, lead person(s), resources, specifics of the implementation, measure of success, and check-in/review date.
- Describe the specific evidence-based practices and interventions that will be used to improve language and literacy development. This description should include evidence-based practices supporting core literacy instruction, as well as evidence-based interventions.
- Describe how the evidence-based practices and interventions support children with developmental delays or disabilities, English learners and below grade-level reading proficiency.
- A sample template is below, if needed.

Goal 1- Action Plan Map

Goal	Action Step 1	Action Step 2	Action Step 3
1. Timeline			
2. Lead Person(s)			

3. Evidence-based practices			
4. Resources Needed			
5. Specifics of Implementation (training, coaching, system structures, implementation support and leadership structures)			
6. Measure of Success			
7. Check-In/Review Date			

Goal 2-Action Plan Map

Goal	Action Step 1	Action Step 2	Action Step 3
1. Timeline			
2. Lead Person(s)			
3. Evidence-based practices			
4. Resources Needed			
5. Specifics of Implementation (training, coaching, system structures, implementation support and leadership structures)			
6. Measure of Success			
7. Check-In/Review Date			

Goal 3- Action Plan Map

Goal	Action Step 1	Action Step 2	Action Step 3
1. Timeline			
2. Lead Person(s)			
3. Evidence-based practices			
4. Resources Needed			
5. Specifics of Implementation (training, coaching, system structures, implementation support and leadership structures)			
6. Measure of Success			
7. Check-In/Review Date			

Section 6: Plan for Monitoring Progress Toward the Learner Performance Goal

- Describe the process of monitoring, measuring, and reporting student performance goals.
- Determine how the literacy team will communicate the process towards the goals with staff and family members.
- Identify what will be done to facilitate improvement when the data being collected shows learners are not progressing towards the goals.

Appendices

- You may choose to include information pertaining to the implementation, as needed. A few examples include, but are not limited to, a raw data summary, program specific schedules, and description of program elements.

Appendix F

Glossary

Close reading – the process readers engage in when they read a text multiple times to determine the author’s craft, meaning, theme, purpose, etc.

Complex texts – texts that are appropriately challenging for students, as defined by qualitative measures (e.g., complex themes) and quantitative measures (e.g., sentence length)

Comprehensive literacy approach – an approach in which teachers include the foundational components of literacy in daily instruction; elements include shared reading, small group reading instruction, word work, read-aloud, independent reading, and writing

Culturally relevant texts - books that connect to students’ cultures, lives, experiences, and language

Decoding – the ability to translate a word from print to speech, usually by employing knowledge of letter–sound relationships; also, the act of deciphering a new word by sounding it out

Demographic or community context data- provide information regarding important contextual factors that the district or school likely does not have the power to change but that may affect implementation of interventions. Such information includes student subgroup populations and demographics, local economic trends, student mobility, and overall enrollment patterns.

Disciplinary literacy – for a given discipline, being able to read, communicate, and think critically in a way that is meaningful

Emergent reader – pre-readers; students who are experimenting with sounds and letters, and developing an understanding of what a word is

Fluency – the ability to be able to read with appropriate speed, accuracy, and expression

Grapheme – the smallest meaningful unit of writing that represents a sound, such as a letter

Input data – describes resources intended to support achievement. The category might include information related to improvement plans, curriculum materials and supplies, training, resource allocation, and intervention programs.

Interactive read-aloud – During whole-group instruction the teacher reads aloud a selected text, occasionally and selectively pausing for conversation. Students think about, talk about, and respond to the text as a whole group or in pairs, triads, or quads. Both reader and listeners actively process the language, ideas, and meaning of the text.

Listening comprehension – a student’s ability to follow, process, and understand spoken language, including comprehension of informational and narrative texts

Modeling – refers to a teacher overtly demonstrating a strategy, skill, or concept that students will be learning and using

Morphology – the study of word parts, i.e. prefixes, suffixes, and roots

Needs assessment- a process that can help educators at all levels successfully identify, understand, and better address education challenges

Output data- refers to information that illustrates outcomes or results and could include student and teacher attendance, student achievement, program reviews, classroom observations, behavior referrals, and so forth

Phoneme - the smallest unit of sound in a word

Phonemic awareness - the ability to identify and manipulate sounds in words

Phonics – connecting sounds to letters

Phonological awareness – the ability to recognize and be able to work with larger units of oral language, such as words, onsets (initial consonant sounds), rimes (the vowel and any final consonant sounds), and syllables

Rapid automatic naming (RAN)- A task that measures how quickly individuals can name aloud objects, colors, or symbols (letters or numbers). RAN for pictures and letters can predict later reading abilities for pre-literate children.

Root cause analysis- the process of discovering the root causes of problems in order to identify appropriate solutions. Root cause analysis assumes that it is much more effective to systematically prevent and solve for underlying issues rather than just using ad hoc systems to put fires out.

Shared reading – teacher and students have the same text; focus is on a target skill and/or strategy

Small group reading instruction – Small group differentiated instruction that supports students in developing reading proficiency. Teachers target specific student learning needs, provide scaffolding and support and reduce support to promote reading independence. Essentials include flexible small groups of 4-6 students, instructional leveled texts, and targeted teaching.

Tier 1 vocabulary words – conversational words that make up the building blocks of basic communication (the, chair, house, bed, they, happy, long)

Tier 2 vocabulary words – academic words that are useful across content areas and more sophisticated yet conceptually appropriate (devour or ingest instead of eat; saunter instead of walk)

Tier 3 vocabulary words – domain-specific words that are necessary for conceptual understanding (polygon, volcano, photosynthesis, equator)

Writing process – method of teaching writing that guides students through the pre-writing, drafting, revising, editing, and publishing stages

Appendix G

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July, 2021						
S	M	Tu	W	Th	F	S
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

ACCEL SCHOOLS

George V. Voinovich High School

2021-2022

August, 2021 (10 Instructional Days)						
S	M	Tu	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	18	26	27	28
29	30	31				

September, 2021 (14 Instructional Days)						
S	M	Tu	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		

October, 2021 (12 Instructional Days)						
S	M	Tu	W	Th	F	S
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

November, 2021 (11 Instructional Days)						
S	M	Tu	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				

December, 2021 (10 Instructional Days)						
S	M	Tu	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, 2022 (12 Instructional Days)						
S	M	Tu	W	Th	F	S
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, 2022 (12 Instructional Days)						
S	M	Tu	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					

March, 2022 (15 Instructional Days)						
S	M	Tu	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, 2022 (12 Instructional Days)						
S	M	Tu	W	Th	F	S
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, 2022 (13 Instructional Days)						
S	M	Tu	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, 2022 (11 Instructional Days)						
S	M	Tu	W	Th	F	S
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		

COLOR CODE & SYMBOL LEGEND	
Q	First and Last Day of School
	End of Quarter
	Student Days
	Teacher Days
	School closed
	Parent/Teacher Conferences: No Classes
	STATE TESTING DATES

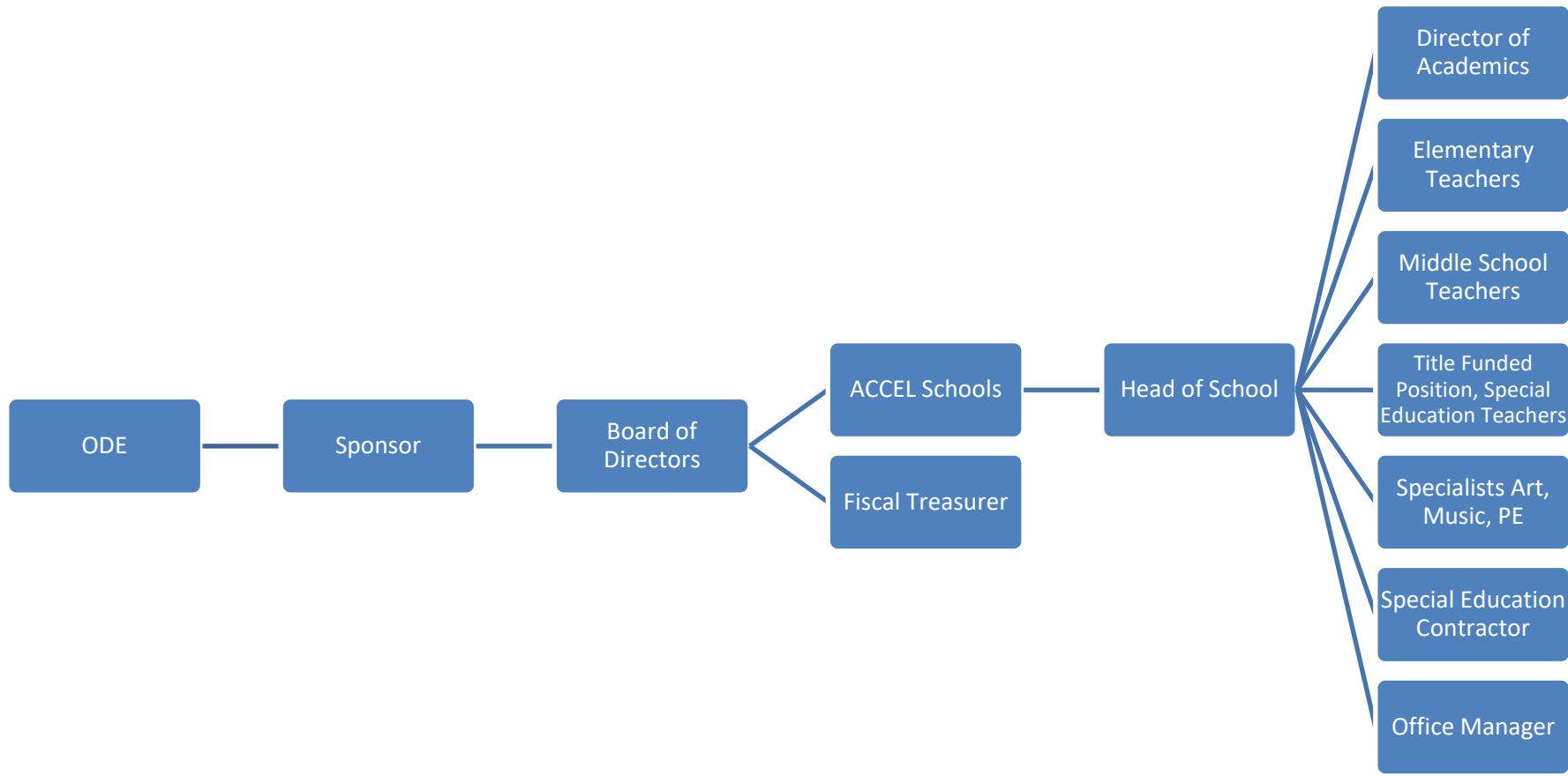
TOTAL INSTRUCTIONAL DAYS: 132
TOTAL INSTRUCTIONAL HOURS: 924

George V. Voinovich High School
1975 E. 61st Street
Cleveland, Ohio 44103
216.307.3143
Breakfast: 8:00-8:20 a.m.
Instructional Start Time: 8:30 a.m.
Student Marked Tardy After 8:30 a.m.
Instructional End Time: 4:00 p.m.

IMPORTANT DATES

August 2: August 9: All staff report to school for professional development
August 10: First day of school
September 6: Labor Day- no school for students and staff. School closed.
October 11: Indigenous People's Day- no school for students. All day Parent/Teacher Conferences.
October 21: Quarter 1 ends
October 28: Quarter 1 Report Cards Distributed
November 22: Thanksgiving Break- no school for students and staff. School closed.
December 22: Winter Break- no school for students and staff. School closed.
January 17: Martin Luther King Jr. Day- no school for students and staff. School closed.
January 20: Quarter 2 ends.
January 27: Quarter 2 Report Cards Distributed
February 21: Presidents Day- no school for students and staff. School closed.
February 25: No school for students. All-day Parent/Teacher Conferences.
March 1: No school for students and staff. School closed.
April 7: End of Quarter 3
April 14: Quarter 3 Report Cards Distributed
April 19-21: Spring Break- no school for students and staff. School closed.
April 19-21: Spring Break- no school for students and staff. School closed.
April 26-28: Spring Science Testing TENTATIVE.
June 23: End of Quarter 4: Last Day for Students
June 27: Last day for 10-month employees
June 28: Final Report Cards distributed via mail.

GEORGE VOINOVICH HIGH SCHOOL ORGANIZATION CHART





Intervention Attachment- 6.4

Dropout Prevention and Recovery Schools

(As defined by ORC 3314.36)



➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School Report Card (“iLRC”) Power User Reports (or any subsequent report enacted to replace or supplement the iLRC Power User Reports) hereafter known as the “Graded Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- When the school receives a grade of “Meets Standards” or higher for the Overall School Rating on the Local Report Card interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standard” or higher on the Overall School Rating.
- All schools must develop and implement a School Improvement Plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

First Year Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

1. Overall School Rating

The Sponsor Will:

- A. Offer technical assistance for the Ohio 5-Step Improvement Process (OIP) and the development of the School Improvement Plan.
- B. Require the School to review or revise a School Improvement Plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the School Improvement Plan.
- C. Require the School to monitor and evaluate the School Improvement Plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the School Improvement Plan Action Steps.

The School Will:

- A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement the Ohio 5-step Improvement Process (OIP) to identify root-cause, needs, goals, strategies, and action steps that will move the school forward. Training on implementing the Ohio Improvement Process must be provided to all staff involved in implementing the OIP.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise the required OIP Focused Plan inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the School Improvement Plan and 5-Step Process and at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
 - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.
 - b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit

	<ul style="list-style-type: none"> c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	<ul style="list-style-type: none"> E. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> d. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative. e. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit f. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.
F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	<ul style="list-style-type: none"> F. Hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach. G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools. H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Second Year Actions (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

In addition to Year 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all First Year Actions.
B. Review and offer feedback on the School Improvement Plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development (2015).	C. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the School Improvement Plan. Follow guidelines presented in Ohio Standards for Professional Development (2015).
D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.	D. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.
	E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.
	F. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing authority with suggestions for modification, deletions, or expansions based on the data.

Intensive Academic Intervention status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions, but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a "Meets Standards" or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority's autonomy.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Third Year Actions

After Receiving a third consecutive rating of "does not meet" on the following Local Report Card measure:

1. Overall School Rating

If the School is not required to close by the Ohio Revised Code, the Sponsor may:

The School Will:

A. Sponsor may take over the operations of the school; and/or	A. Close at the conclusion of the school year and meet all requirements for closure as outlined by the Ohio Revised Code if the School meets the requirements for closure as found in the Ohio Revised Code.
B. Work with the Board to replace the operator of the school; and/or	B. If the School does not close as required by the Ohio Revised Code, it will continue all First Year, Second Year, and Third Year Actions.
C. Place the school on Probation ² status and outline specific requirements for the School; and	C. Meet all requirements as outlined by the Sponsor before the Academic Probation ² status is lifted.
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Replace staff relevant to failure; and/or
	E. Reconfigure the organizational structure of the school or adopt a new operational structure.

Performance Framework for Academic Performance

This framework describes a comprehensive system of monitoring a community school's performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. During a renewal year, the school will be evaluated on an average calculated over the years of the charter term.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 point	0 Points
Overall Grade	Overall Grade on the Local Report Card	A (weighted x 3)	B (weighted x 2)	C	D	F
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to any comparison school in Overall Grade, the school will be compared in the Progress Component Grade. The School will then be given credit for each school it outperforms in its comparison group in Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)		> 2 (weighted x 2)	≥ 1	< 1
Achievement	Measures student performance on state tests	A	B	C	D	F
Progress *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	The growth that all students are making based on their past performance	A (weighted x 3)	B (weighted x 2)	C	D	F
Gap Closing	How well schools are meeting the performance expectations for subgroups in English Language Arts, Math, Graduation and English language proficiency	A (weighted x 3)	B (weighted x 2)	C	D	F
K-3 Literacy	How successful the school is at improving at-risk K-3 readers	A	B	C	D	F

Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card	93-100	89-92.9	84-88.9	79-83.9	< 78.9
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	95-100	90-94.9	85-89.9	80-84.9	< 79.9
Prepared for Success	Component Grade from Local Report Card	A	B	C	D	F
Chronic Absenteeism Indicator	The amount of students missing at least 10 percent of instructional time for any reason (excused or unexcused absences)	N/A	N/A	Met Indicator	N/A	Did Not Meet Indicator
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years’ worth of growth for 80% of students tested in reading and math using the Ohio’s Where Kids Count Rules.	≥ 1 years’ worth of growth for 80% of students tested in reading and math		≥ 1 years’ worth of growth for 50% of students tested in reading and math	< 1 years’ worth of growth for 50% of students tested in reading and math	N/A
Bonus Points:	One bonus point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. K-3 moves from D to C)					
	One bonus point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One bonus point given if school increases the number of schools it outperforms in either the Overall Local Report Card Grade or the Progress Component Grade. (ex: improves from outperforming one school to outperforming two schools)					
	School will receive 1 bonus point if its percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 bonus points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					
Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.						44

Target Points (at least a 75%):		33 *Note: 33 points are achieved if the school meets all target scores and all measures listed above are applicable.
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DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card *Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career based instruction or military readiness.
Bonus Points:	One bonus point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One bonus point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One bonus point given if school increases the number of schools it outperforms in the Overall Local Report Card Grade as listed in the contract. (ex: improves from outperforming one school to outperforming two schools)			
Total Points Available (100%): *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%):				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational/Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Assessment data, CSLT Meeting Form and Management Company Evaluation, SIP, Annual Report, Five-year forecasts are submitted timely.	All Applicable Submissions were Submitted Timely	At least half of the applicable Submissions were submitted timely	Less than half of the applicable submissions were submitted timely
Academic Coach	An academic coach was hired if required	Academic coach was hired by December 31 AND meets the outlined recommendations established in the Academic Coach Credential document	Academic coach was hired and met the majority of the outlined recommendations in the Academic Coach Credential Document	Academic coach was not hired.
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Mostly Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current		Ratio greater than 1.5:1	Ratio 1:1 to 1.49	Ratio less than 1:1

Liabilities, net of GASB 68,75)				
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		Submitted on time with no projected deficits	Submitted on time with no projected deficits the first three years	Not submitted on time or projected deficits in the first three years
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Bonus Points:				
	One bonus point is given for each mission specific goal as provided in the School's school improvement plan that is met for any subgroup up to a maximum of 3 points. *Note: Each year schools are required to submit a school improvement plan to the sponsor. The school establishes goals in these plans that are mission specific. Evidence will be provided by the school on a yearly basis to show if these mission specific goals are met by subgroup.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				24
Target Points (at least a 75%):				18 *The school should strive to achieve 18 points in this section by achieving a combination of target and above target points.

Attachment 8.3

Process for Disposition of Employees if Contract is Terminated

In the unlikely scenario that the contract is terminated or non-renewed, the following process will guide the dismissal procedures for staff and the plan for disposition of employees:

- The Executive Team will:
 - Ensure there is a clear and written timeline for the school closing;
 - Ensure all STRS and SERS contributions are current;
 - Clarify COBRA benefits and notify staff of the date when medical benefits will end;
 - Remind the faculty of their obligation to teach up to the date of closing or as otherwise agreed upon; and
 - Ensure that each faculty's LPDC information is current and available the teachers, and provide sponsor contact person information to all staff.
- As soon as the last day of school is completed, Accel Schools Ohio will provide displaced staff with a list of openings across the organization, allowing them to transfer to those positions maintaining seniority and benefits.



HR Policies & Programs 2019-2020

ACCEL Schools is pleased to share an overview of HR policies and programs for the 2018-19 fiscal year.

Compensation and Payroll

You will be paid bi-weekly (every 14 days). Pay is one week in arrears. Pay dates for the 2019-20 school year are as follows:

Friday, July 12 (pro-rated pay for July 1 hires)	Friday, February 7
Friday, July 26	Friday, February 21
Friday, August 9 (pro-rated pay for July 29 hires)	Friday, March 6
Friday, August 23	Friday, March 20
Friday, September 6	Friday, April 3
Friday, September 20	Friday, April 17
Friday, October 4	Friday, May 1
Friday, October 18	Friday, May 15
Friday, November 1	Friday, May 29
Friday, November 15	Friday, June 12
Friday, November 29	Friday, June 26
Friday, December 13	Friday, July 10 (pro-rated pay for July 1 hires)
Friday, December 27	Friday, July 24
Friday, January 10	Friday, August 7
Friday, January 24	

Holidays

ACCEL Schools observe the following holidays each year:

July 4:	Independence Day	January 1:	New Year's Day
Sept 2	Labor Day	January 20	Martin Luther King Day
November 28:	Thanksgiving Day	February 17:	Presidents Day
November 29:	Day after Thanksgiving	May 25:	Memorial Day
December 25:	Christmas Day		

Paid Time Off

ACCEL Schools offers Paid Time Off for full-time employees to use for illness, personal business or unexpected emergencies. The number of discretionary days provided depends on the employee's role and is shown in the tables below.



	10-Month Staff: Annual PTO Eligibility		
Completed School Years Worked*	Date of Hire		
	July 1, 2019– September 30, 2019	October 1, 2019 – November 15, 2019	On or After November 16, 2019
Date of Hire through End of 2nd Year	10	7	4
Start of 3rd Year through End of 6th Year	12		
Start of 7th Year and Continuing Thereafter	15		
Maximum School Year Accrual	Annual Benefit + 5 days		

* Schools Years Worked is defined as uninterrupted employment in consecutive school years. Additional time off on non-instructional days is identified in each School's calendar

	12-Month Administrative and Operational Staff: Annual PTO Eligibility		
Completed School Years Worked*	Date of Hire		
	July 1, 2019– September 30, 2019	October 1, 2019 – November 15, 2019	On or After November 16, 2019
Date of Hire through End of 2nd Year	15	10	5
Start of 3rd Year through End of 6th Year	18		
Start of 7th Year and Continuing Thereafter	20		
Maximum School Year Accrual	Annual Benefit + 5 days		

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

On non-instructional days that are not designated as Company holidays, 12-month employees are to utilize PTO if time off is required.

Prior to the start of the employment term, all full-time employees may elect to carryover or receive payment for a limited number of unused PTO days. Employees must work until the end of the School Year and remain in good standing throughout the School Year as defined by the school in order to receive payment or carry over unused PTO days.



	Maximum Unused PTO Carryover	Maximum Unused PTO Payout
10-month salaried	5 days	3 days @ \$165/day
10-month hourly		3 days, calculated based on regular daily rate
12-month salaried		
12-month hourly		

Unused PTO days will not be paid out upon resignation or termination during the School Year.

Employees must submit a PTO Approval Form to their Supervisor and obtain their Supervisor's written approval before a PTO day is used. Where possible, employees are expected to provide at least 5 business days' advance notice to their Supervisor.

No more than 2 days of PTO may be used in the first 3 months of employment.

The use of PTO days will not be approved during the following: the first four weeks or last two weeks of the School Year; the day before or day after a holiday break; during state and/or district level testing; during in-services/professional development days; or on any other "blackout" date designated by the school. Except in extraordinary circumstances, Instructional Staff may use no more than 2 PTO days in any given calendar month.

Medical Benefits

Full-time employees (those who work 30 or more hours per week) are eligible for medical benefits. You will have 5 different plans to choose from that cover a wide range of deductibles and co-insurance levels. Our goal is to provide you maximum choice in finding a plan that meets you and your family's needs. Three of the plans are PPO plans with set co-pays for certain medical services, and two of the plans are High Deductible Plans with set co-insurance levels after deductibles have been met. All plans offer both in-network and out-of-network coverage.

Benefits run on a school-year schedule. The rates below are for the plans provided by Anthem BCBS August 2019 – July 2020:

Accel Schools Plans: Employee Costs (monthly)	Employee Only (EE)	Employee+Spouse (ES)	Employee+Child(ren) (EC)	Employee + Family
Anthem BCBS PPO 500-80	\$135.00	\$592.31	\$456.97	\$936.27
Anthem BCBS PPO 1000-80	\$55.92	\$474.95	\$351.14	\$840.69
Anthem BCBS PPO 2500-70	\$15.00	\$346.53	\$240.60	\$651.47
Anthem BCBS HDHP 1500-90	\$67.67	\$453.33	\$336.55	\$788.14
Anthem BCBS HDHP HDHP 5000-80	\$10.00	\$153.71	\$78.63	\$346.62



Dental and Vision Benefits

Full-time employees (those who work 30 or more hours per week) are eligible for dental and vision benefits. Coverage is available both in-network and out-of-network.

Benefits run on a school-year schedule. The rates below are for August 2018 – July 2020:

ACCEL Schools Plans: Employee Costs (monthly)	Employee Only (EE)	Employee+Spouse (ES)	Employee+Child(ren) (EC)	Employee + Family
Dental	\$8.93	\$33.02	\$34.80	\$67.82
Vision	\$1.08	\$3.99	\$4.20	\$8.19

Flexible Spending

All benefits-eligible employees may enroll in flexible spending as a tax-advantaged way to pay for health expenses.

Employees enrolled in a High Deductible Health Plan (HDHP) have access to a Health Savings Account (HSA) with up to \$500 per year contributed by the Company.

All other benefits-eligible employees (including those not enrolling in a Company-sponsored health plan) have access to a Flexible Spending Account (FSA) for healthcare expenses, including medical, and a Limited Purpose Flexible Spending Account (LPFSA) for preventive care, vision and dental expenses expense.

Benefits-eligible employees may enroll in a Dependent Care Flexible Spending Account that covers IRS-designated care costs for children under age 13 or a spouse or relative living in your home who is physically or mentally incapable of self-care.

Ancillary Insurance Benefits

Full-time employees (those who work 30 or more hours per week) Short-Term Disability, Long-Term Disability, Basic Life, and Accidental Death & Dismemberment (AD&D) insurances. Benefits-eligible employees may purchase additional life and AD&D coverage.

Effective August 1, 2019, coverage will be provided through UNUM. Employees will also have the opportunity to purchase Accident Insurance, Critical Illness Insurance, and Whole Life Insurance.

Retirement Benefits

Employees participate in the Ohio State Teachers Retirement System (STRS) or Ohio School Employees Retirement System (SERS) depending on the position they hold. Effective July 1, 2016, STRS employee contribution rates are 14%, and SERS employee contribution rates are 10%. Accel Schools contributes 14% of eligible wages.

FY2022 - May 2021 Submission		County:		Cuyahoga		
IRN No.: 012042						
Type of School: Brick & Mortar						
		George V. Voinovich High 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				
		FY2022	FY2023	FY2024	FY2025	FY2026
<u>Operating Receipts</u>						
State Foundation Payments (3110, 3211)		719,623	1,181,744	1,516,412	1,683,746	1,939,450
Charges for Services (1500)						
Fees (1600, 1700)						
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)		-	(0)	0	-	
Total Operating Receipts		719,623	1,181,744	1,516,412	1,683,746	1,939,450
<u>Operating Disbursements</u>						
100 Salaries and Wages		415,844	564,390	729,175	815,427	962,203
200 Employee Retirement and Insurance Benefits		124,753	169,317	218,753	244,628	298,283
400 Purchased Services		474,610	612,512	746,425	817,298	891,114
500 Supplies and Materials		65,296	65,433	65,575	55,719	61,291
600 Capital Outlay -New						
700 Capital Outlay - Replacement						
800 Other		-	-	-	-	
819 Other Debt						
Total Operating Disbursements		1,080,502	1,411,653	1,759,927	1,933,072	2,212,892
Excess of Operating Receipts Over (Under)						
Operating Disbursements		(360,879)	(229,909)	(243,515)	(249,326)	(273,442)
<u>Nonoperating Receipts/(Disbursements)</u>						
Federal Grants (all 4000 except fund 532)		103,090	167,227	272,805	361,652	397,817
State Grants (3200, except 3211)		36,000	36,000	-	-	
Restricted Grants (3219, Community School Facilities Grant)						
Donations (1820)						
Interest Income (1400)						
Debt Proceeds (1900)						
Debt Principal Retirement						
Interest and Fiscal Charges		(1,236)	(1,273)	(1,311)	(1,351)	(1,391)
Transfers - In						
Transfers - Out						
Total Nonoperating Revenues/(Expenses)		137,854	201,954	271,494	360,301	396,426
Excess of Operating and Nonoperating Receipts						
Over/(Under) Operating and Nonoperating						
Disbursements		(223,025)	(27,956)	27,979	110,975	122,984
Fund Cash Balance Beginning of Fiscal Year		391,595	168,570	140,615	168,593	279,568
Fund Cash Balance End of Fiscal Year		168,570	140,615	168,593	279,568	402,552

FY2022 - May 2021 Submission		County:		Cuyahoga	
IRN No.: 012042					
Type of School: Brick & Mortar					
George V. Voinovich High School					
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances					
For the Fiscal Years Ended tual through , Actual and					
the Fiscal Years Ending sted through , Forecasted					
Staffing/Enrollment					
Total Student FTE	98	147	196	221	246
Instructional Staff	10	13	15	16	19
Administrative Staff	2	2	2	2	2
Other Staff					
Purchased Services					
Rent	91,905	93,743	95,618	97,530	99,481
Utilities	24,000	24,480	24,970	25,469	26,233
Other Facility Costs	20,000	20,400	20,808	21,224	21,861
Insurance	7,107	7,320	7,539	7,765	7,998
Management Fee	150,390	243,027	313,702	358,769	397,335
Sponsor Fee	20,892	34,408	44,099	48,945	58,184
Audit Fees	20,434	20,965	21,510	22,070	22,732
Transportation	-	-	-	-	-
Legal	35,000	35,910	36,844	37,802	38,936
Marketing	25,000	25,750	26,523	27,318	28,138
Consulting	30,410	30,631	30,859	31,092	32,025
Special Education Services	3,383	3,471	3,561	3,654	3,763
Technology Services	25,000	12,500	12,825	13,158	13,553
Food Services	21,090	59,908	107,568	122,501	140,876
Other	-	-	-	-	-
Total	474,610	612,512	746,425	817,298	891,114
Financial Metrics					
Debt Service Payments	1,236	1,273	1,311	1,351	-
Debt Service Coverage	(179.44)	(20.96)	22.34	83.17	-
Growth in Enrollment	151.5%	150.0%	133.3%	112.5%	111.3%
Growth in New Capital Outlay	0.0%	0.0%	0.0%	0.0%	0.0%
Growth in Operating Receipts	113.3%	164.2%	128.3%	111.0%	115.2%
Growth in Non-Operating Receipts/Expenses	396.1%	146.5%	134.4%	132.7%	110.0%
Days of Cash	132.28	43.59	29.16	31.83	46.14
Total Expenditures / FTE	\$11,038	\$9,612	\$8,986	\$8,773	\$9,019
FY2021 - FY2025 Budget Assumptions:					
Funded FTEs will grow to 98, 147, 196 and 221 in FY2022 - FY2025. It is assumed that for every additional 25 students enrolled each year, one teacher will be added to the staff at a starting annual salary of \$40,000. Returning teachers are expected to receive an average annual salary increase of 2%. Rent is expected to increase each year by 2% per the current LOI expectations. Management fees for Accel Schools is included in this forecast at 18% of state and federal revenue per the terms of the management agreement. Food service expenses are assumed to be \$538 per pupil. Sponsor fees grow as revenue increases assuming a rate of 3% of state basic aid. Most other operating expenses are assumed to grow at no more than 3% year over year after FY2021.					
Fiscal Year FY2021 - FY2025 Projected Debt					
Description	Beginning Year Balance	Principal Retirement	Interest Expense	Ending Year Balance	
Loan A					
Loan B					
Loan C					
Payables (Past Due 180+ days)		\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

IRN No.: 012042

Community School Budget

County: Cuyahoga

George V. Voinovich High School
Budget for Fiscal Year 2022

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object											
Salaries 100	\$ 246,149	\$ -	\$ 132,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 378,418
Retirement Fringe Benefits 200	\$ 105,493	\$ -	\$ 56,687	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,179
Purchased Services 400	\$ 3,383	\$ -	\$ 329,811	\$ 76,326	\$ 44,000	\$ -	\$ 21,090	\$ -	\$ -	\$ -	\$ 474,610
Supplies 500	\$ 58,766	\$ -	\$ 6,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,296
Capital Outlay 600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,236	\$ 1,236
Total	\$ 413,791	\$ -	\$ 525,296	\$ 76,326	\$ 44,000	\$ -	\$ 21,090	\$ -	\$ -	\$ 1,236	\$ 1,081,738

Budget Per Pupil

Estimated Student Enrollment	98	\$ 4,222	\$ -	\$ 5,360	\$ 779	\$ 449	\$ -	\$ 215	\$ -	\$ -	\$ 13	\$ 11,038
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Assumption for the Fiscal Year 2022

Expected Enrollment													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students	0	0	0	0	0	0	0	0	0	19	21	32	28
Expected Instructors													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										2.5	2.5	2.5	2.5
Expected Administrative Staff													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										1.0	1.0	0.0	0.0
All Other Expected Staff													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff													

Expected Purchased Services	
Rent	\$ 91,905
Utilities	\$ 24,000
Other Facility Costs	\$ 20,000
Insurance	\$ 7,107
Management Fee	\$ 150,390
Sponsor Fee	\$ 20,892
Audit Fees	\$ 20,434
Contingency/Other	\$ -
Transportation	\$ -
Food Service	\$ 21,090
Legal	\$ 35,000
Marketing	\$ 25,000
Consulting	\$ 58,793
Total	\$ 474,610

Expected Debt	
Expected	Amount
Beg.	\$ -
Outstanding	\$ -
Add. Debt	\$ -
Proceeds	\$ -
Principle Retirement	\$ -
Interest Expense	
End of Year Debt	\$ -