

COMMUNITY SCHOOL CONTRACT

This contract (“Contract”) is entered into by and between the Board of Trustees of The University of Toledo (hereinafter “**UT Board**”); the appointed designee of the **UT Board**, which is the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Directors and governing authority of the Global Ambassadors Language Academy (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code.

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

WHEREAS, the Ohio Council of Community Schools is an authorized **Sponsor** under Chapter 3314 of the Ohio Revised Code; and

WHEREAS, Ohio law allows the **Governing Authority** and the **Sponsor** to enter into a contract to establish a community school; and

WHEREAS, the **Governing Authority** seeks to operate a community school.

NOW THEREFORE, the **Governing Authority** and the **Sponsor** enter into this Contract, pursuant to the following terms and conditions.

- A. **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a community school (hereinafter referred to as the “**School**”) as permitted by and subject to applicable federal laws, the laws of the state of Ohio, and the terms of this Contract. The **Governing Authority** shall be responsible for carrying out the provisions of this Contract, unless the Contract specifically places a duty upon the **Sponsor**.
- B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees as follows:
1. As required by Section 3314.03(A)(1) of the Ohio Revised Code, the **School**, having been established as a nonprofit corporation under Chapter 1702 of the Ohio Revised Code, shall be operated and maintain in good standing its status as a nonprofit corporation.
 2. The **School’s** Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., Ohio certificate of non-profit status, and IRS Letter of Determination (or, until the Letter of Determination is issued, copy of the submitted IRS Form 1023) are attached at **ATTACHMENT 1** to this Contract. If any of these documents are modified or created subsequent to this Contract being executed, the **School** must submit these documents to the **Sponsor** in a timely manner, not to exceed 30 days after receipt or execution.

3. Except as otherwise permitted by this Contract or the **Sponsor**, any future contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Contract or in 10 years, whichever date is earlier.
4. As a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under Section 3301.53 of the Ohio Revised Code.

As outlined in Section 3323.012 of the Ohio Revised Code, the **School** is considered a school district for purposes of Chapter 3323 of the Ohio Revised Code. The **School** is also considered a school district for all purposes provided for in Section 3314.082 of the Ohio Revised Code. The **Governing Authority** and **School** shall also comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code and must have a conflicts of interest policy. The **Governing Authority** and **School** will comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district pursuant to those Sections shall be taken by the **Sponsor** in accordance with the Ohio Revised Code. However, the **Sponsor** shall not be required to take any action described in Division (F) of Section 3302.04 of the Ohio Revised Code. The **School** shall comply with federal and state laws regarding the education of students with disabilities.

To comply with requirements in this Paragraph, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and all individuals performing supervisory or administrative services for the **School** under a contract with the management company shall complete training on an annual basis on the public records and open meetings laws.

The **School**, unless it is an internet- or computer-based community school, will comply with Section 3313.801 of the Ohio Revised Code, as if it were a school district.

5. The **School** and **Governing Authority** shall not carry out any act or perform any function that is not in compliance with the 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.
6. **ATTACHMENT 2** contains the lease agreement and an outline of the **School** facilities including: a detailed description of each facility used for instructional purposes, specifying the location of the **School**, the physical and/or mailing address, and approximate number of square feet utilized by the **School**; the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; the annual mortgage principal and interest payments that are paid by the **School**; and the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. The facilities used by the **School** will not be changed or altered without the prior written consent of the **Sponsor**, which consent shall not be unreasonably withheld.

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**. The **Sponsor** shall have the right to inspect and approve of the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**. Approval of the financial plan or site shall not be unreasonably withheld and/or delayed. After leasing or purchase, a copy of the fully executed lease or conveyance documents, subsequent amendments, modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

Any facility used for or by the **School** shall meet all standards established by state or federal law for school buildings, including, but not limited to, all requirements imposed by the Americans with Disabilities Act. The **Governing Authority** recognizes the rights of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

The Ohio Department of Education has the authority as the community school oversight body to suspend the operation of the **School** under Section 3314.072 of the Ohio Revised Code if the Ohio Department of Education has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School's** students and employees working in the **School** and the **Sponsor** refuses to take such action.

7. The **School** shall be authorized to provide learning opportunities for grades K-12 for at least 25 students for a minimum of 920 hours per school year or in accordance with any applicable changes of law.

8. The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this Paragraph, if the **School** is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the **School** will be considered to be a non-public chartered or non-chartered school.
9. The **School** shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and it will not be operated by a sectarian school or religious institution.
10. A list of the current members of the **Governing Authority**, including all contact information required by law, and a description of the process by which the members shall be selected in the future is included as **ATTACHMENT 3**. The **Governing Authority** shall consist of not less than 5 members and a majority of the members must be comprised of individuals who live or work in the county in which the **School** is located, or an adjacent county.

No person shall serve on the **Governing Authority** under any of the circumstances prohibited by Section 3314.02(E) of the Ohio Revised Code, including, but not limited to, serving on the governing authority of more than 5 community schools at the same time.

Meetings of the **Governing Authority** must occur at least 10 times per year in the county in which the **School** is located. In addition to the requirements in Section 121.22 of the Ohio Revised Code, the **Governing Authority** shall publish proper notice of any regularly scheduled meeting and all special meetings on the **School's** website, in a newspaper or other publication in the area where the **School** is located and is designed to reach the interested audience, and directly to the parents of students enrolled at the **School** through a medium chosen by the **School**. Written notification of any regularly scheduled meeting shall be provided to the **Sponsor** at least 7 days in advance and notice to the **Sponsor** shall be provided immediately upon the scheduling of any special or emergency meeting. Appropriate documents related to any public meeting under Section 121.22 of the Ohio Revised Code shall be provided to the **Sponsor** at the same time they are provided to **Governing Authority** members.

At all times, 1 representative of the **Sponsor** or its designee shall be granted all rights and privileges associated with being a non-voting member of the **Governing Authority**, but shall not be considered a member of the **Governing Authority** under any provision of Ohio law or this Contract. This representative or designee has the authority to attend all executive sessions, unless explicitly excused by the **Governing Authority** so that the **Sponsor** may be discussed or to avoid unintentional waiver of attorney-client privilege.

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment, which approval shall not be unreasonably withheld. Any individual

under final consideration for appointment to the **Governing Authority** shall have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and every 5 years after the initial background check is performed. The results of these background checks shall be provided first to the **Governing Authority** or its counsel and then to the **Sponsor**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 8 hours of training. Unless the **Sponsor** conducts this training, the **Governing Authority** shall be permitted to obtain training from an outside provider with prior approval given by the **Sponsor**, which approval shall not be unreasonably withheld or delayed. The **Governing Authority** recognizes that additional obligations exist, as currently embodied in the Ohio Revised Code. Such provisions include, but are not limited to, Sections 3314.02(E)(7), 3314.035, and 3314.037 of the Ohio Revised Code.

The **Governing Authority** may provide by resolution for the compensation of each of its members in accordance with Ohio law. The **Governing Authority** shall submit such a resolution to the **Sponsor** immediately upon its execution.

Additionally, any attorney, accountant, or entity specializing in audits, contracted by the **Governing Authority** shall be independent from the management company as contracted by the **Governing Authority**.

11. The **School's** Chief Administrative Officer will be the **School's** leader. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 3 business days, the **School** shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 by teaching the minimum number of students required by law or this Contract.
13. The **School's** Educational Plan, including its mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), innovative instructional methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code, and, if the **School** is operating using the

blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld.

In the event the **School** is at risk of state-issued sanctions, including, but not limited to, permanent closure based upon poor academic performance, the **Sponsor** may take prompt action to require additional information and requirements be incorporated into **ATTACHMENT 4**. In such an instance, the **School** and **Governing Authority** agree to comply with reasonable requests, including, but not limited to, an in-depth evaluation of the **School's** curriculum and instructional methods, quarterly reviews of the School Improvement Plan, and any other items deemed necessary by the **Sponsor**.

14. The Performance and Accountability Plan, as included as **ATTACHMENT 5**, shall identify performance standards to be satisfied by the **School**. These performance standards shall include financial, operational, and student and academic performance standards, including all applicable report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

The **School** shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.

The Performance and Accountability Plan will be strongly considered in future reviews of this Contract. As such, one of the **School's** incentives to meet these standards is that compliance will assist with supporting future renewal, while non-compliance will be a significant factor in any **Sponsor** action in accordance with Paragraph F. of this Contract.

15. Within 4 months after the end of the school year, the **Governing Authority** must submit report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** shall report annually to the **Sponsor** and the State Board of Education on the day set by the State Board of Education all of the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.
17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or

other matters the **Sponsor** deems important. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, management fee cost, grant revenue, and total number of students.

The **Governing Authority**, **School**, and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”) and 34 CFR Part 99, the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to 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 audits, compliance evaluations, 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, or any successor systems. "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 **Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code 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 to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee 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.

18. The admission procedures of the **School** are set forth in **ATTACHMENT 6** and shall comply with Section(s) 3314.06, and, if applicable, 3314.061 of the Ohio Revised Code, including the following requirements:
 - (a) Specify that the **School** will not discriminate in its admission of students to the **School** on the basis of gender, race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude; and,
 - (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 who meet a definition of “at-risk” that the parties to this Contract agree upon, and/or; (iii) residents of a specific geographic area within the district as defined in this Contract.

The **Governing Authority** and **School** shall allow the enrollment of students who reside in any district in the state of Ohio, unless the admissions procedures set forth in **ATTACHMENT 6** establishes a different and lawful open enrollment policy.

The **School** will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve the racial and ethnic balance reflective of the community it serves. The **School's** methods for achieving this balance are described in **ATTACHMENT 6**.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the **School** violates a federal desegregation order, the **School** shall take all corrective measures to comply with the desegregation order.

If the number of applicants exceeds the capacity of the **School's** programs, classes, grade levels or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students, and preference must be given to those students who reside in the district in which the **School** is located.

19. Tuition in any form shall not be charged for the enrollment of any student, except for the enrollment of any student who is not a resident of Ohio in accordance with Section 3314.08(F) of the Ohio Revised Code. The **School** shall not require contributions either from any student eligible to enroll or enrolled in the **School** or

from any parent or guardian of a student who is enrolled or intending to enroll in the **School**. Nothing in this Paragraph shall prevent the **School** from charging reasonable class, book or similar fee(s), or engaging in voluntary fund-raising activities.

20. The **School** shall follow all reasonable dismissal procedures, according to Section 3314.03(A)(6)(a) of the Ohio Revised Code.
21. The **Governing Authority** shall adopt a school attendance policy that includes procedures for verifying attendance, as required by law, and for automatically withdrawing a student from the **School** if the student, without legitimate excuse, fails to participate in 105 consecutive hours of the learning opportunities offered to the student. Attendance and participation policies will be available for public inspection. Attendance and participation records shall be made available to the Ohio Department of Education, the Ohio Auditor of State, and the **Sponsor**, to the extent permitted by FERPA and Section 3319.321 of the Ohio Revised Code.
22. The **Governing Authority** shall adopt 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 to any action taken under this Paragraph. The policy and 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 students with disabilities as provided by state and federal law, and the **Governing Authority** must have a separate policy for the discipline, suspension, expulsion, removal, or permanent expulsion of disabled students.
23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the **School** must 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, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, the **Sponsor** may also replace the **Governing Authority** if the **Governing Authority** abandons or materially breaches its duties under this Contract or at law in a manner that could cause immediate and irreparable harm to the **School** and/or its students.
24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each working more than 12 hours per week must be employed to work in the **School**. The full-time classroom teachers and part-time classroom teachers working more than 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Non-licensed persons may teach up to 12 hours per week in the **School** pursuant to Section 3319.301 of the Ohio Revised Code.

The student to full-time equivalent classroom teacher ratio shall be no more than 28:1 without prior written approval of the **Sponsor**. The **School** may employ non-teaching employees.

If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the **School** will pay teachers based upon performance in accordance with Section 3317.141 and will comply with Section 3319.111 of the Ohio Revised Code as if it were a school district.

25. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code.
26. Teachers and non-teaching employees may organize and collectively bargain pursuant to Chapter 4117 of the Ohio Revised Code. In the event of collective bargaining, no collective bargaining agreement shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit notwithstanding Section 4117.06(D)(1) of the Ohio Revised Code.
27. The **Governing Authority** shall arrange for all its full-time employees to receive health and other benefits. These benefits may be amended from time to time with written notice provided to the **Sponsor** within 30 days. In the event certain employees bargain collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes the established benefits to the extent that the collective bargaining agreement provides for health and other benefits. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS"), as applicable.
28. The **School's** financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The **School** shall submit to the **Sponsor** no later than November 1st of each fiscal year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the event this statutory requirement is lifted, the **School** shall be required to comply with relevant statutory provisions.

The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The **Sponsor** may order a financial audit of the **School** if, in the sole discretion of the **Sponsor**, the **Sponsor** has reason to believe that the **School** has:

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the **School's** finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered under this Paragraph, the **Governing Authority** or **School** shall pay the costs. In the event this audit does not support findings regarding any of the reasons for which the **Sponsor** may order such audit as described in (a) through (c) above, the **Sponsor** shall reimburse the **Governing Authority** or **School** for direct costs associated with a third-party auditor.

No Party to this Contract shall have the authority to contract on behalf of the state of Ohio or The University of Toledo.

Any breach of this provision will be considered a material breach. The **Sponsor** may exercise all rights afforded to it under statutory or common law to enforce this provision. To the extent that the **Sponsor** incurs damages based upon the **School's** breach of this provision, the **School** agrees to compensate the **Sponsor** for all reasonable costs and damages resulting directly from the **School's** breach of this provision.

- 29. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
- 30. A financial plan detailing a projected **School** budget for each fiscal year of this Contract is included with **ATTACHMENT 7**. Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the **Governing Authority** to the **Sponsor**. The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a positive cash flow. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per pupil expenditure amount for each such year. In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the **Governing Authority**. Except as provided by Section 3314.011(C) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract with the **Governing Authority** of the **School**. The **School's** designated fiscal officer shall maintain the internal financial controls, as approved by the **Governing**

Authority, and carry a bond for this individual **School** in an amount no less than \$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they related to the **School's** fiscal officer.

As a pre-condition to the initiation of operations of the **School**, the **Governing Authority** shall post a bond in the amount of \$50,000.00 with the auditor of state, or otherwise secure a cash deposit or written guarantee as allowed under Section 3314.50 of the Ohio Revised Code. The bond or cash deposit shall be used, in the event the school closes, to pay the auditor of state any moneys owed or that become owed by the school for the costs of audits conducted by the auditor of state or a public accountant under Chapter 117. of the Ohio Revised Code. The ongoing provision of a bond, cash deposit, or written guarantee, as specified under Section 3314.50 of the Ohio Revised Code, is a legal precondition to the initiation, maintenance, and continuation of operations of the **School**.

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditable, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** shall take immediate action to suspend the fiscal officer and retain the services of another fiscal officer in good standing.

If the **Governing Authority** enters into an agreement with an operator to manage daily operations at the **School**, the **Governing Authority** agrees to procure from the operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue, expenses, in addition to all financial information allowed by law.

31. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3314.08(C) of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the management company, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
32. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides

coverage for itself; the **School** and its employees; the **Sponsor**, its Board, officers, employees, and other agents of the **Sponsor**; The University of Toledo; and, the state of Ohio. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than \$5 million per occurrence and \$10 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$10 million umbrella covering all claims otherwise payable under the policy. If commercially available, the insurance coverage specified above must be occurrence coverage rather than claims made coverage. The **Governing Authority** shall provide documentation regarding any change in or renewal of this policy to the **Sponsor** within 10 business days and notify the **Sponsor** in writing at least 30 days in advance of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 3 business days of request.

33. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, the **UT Board**, the state of Ohio, The University of Toledo, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:
- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
 - (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the **Sponsor** of the **School** and the **Governing Authority** pursuant to this Contract, shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority** or the **School**, and the **Governing Authority** and the **School** hereby agree to indemnify, and shall defend and hold harmless the **Sponsor**, for claims, demands, actions, suits, causes of action, losses, costs, expenses, attorneys' fees, damages, judgments, orders or liabilities of any kind claimed by the **School**, parents of students, the **Governing Authority**, or third parties otherwise directly resulting from the operations of the **School**.

To comply with Ohio law, this indemnification provision is limited to \$10 million. The **Governing Authority** and **School** hereby agree that it will make the necessary appropriations and/or procure the necessary insurance in order to make this Paragraph enforceable under Ohio law.

34. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be fulfilled in writing within 10 business days.
35. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that Section. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2016-2017 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of Section 3313.603 of the Ohio Revised Code.
36. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care custody or control of a student, including, but not limited to any employee, intern, or re-occurring volunteer, under final consideration for appointment or employment with the **Governing Authority** or **School** shall have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and at least every 5 years after the initial background check is performed. The results of all background checks referenced in this Contract will be provided to the **Sponsor** prior to employment and/or appointment and subsequently upon request.
37. The **Governing Authority**, the **School** and its agents recognize and agree that a breach of or non-compliance with any of the covenants and/or agreements in this Contract by the **Governing Authority**, the **School** and/or its agents, shall constitute good cause for the **Sponsor** to place the **School** in probationary status, suspend operations at the **School**, elect not to renew this Contract upon expiration, and/or terminate this Contract prior to expiration in accordance with applicable provisions of the Ohio Revised Code.

C. **Sponsor Obligations.** The **Sponsor** shall work with the **Governing Authority** to perform a high-stakes review before considering any renewal of this Contract pursuant to Paragraph F., or, in the **Sponsor's** sole discretion, as appropriate based on the academic and/or financial performance, and at least once every five years. Additionally, the **Sponsor** shall provide monitoring, oversight, and technical assistance to the **Governing Authority** and **School** including, but not limited, to:

1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the **School**;
3. Reporting annually the results of its evaluation to the Ohio Department of Education and parents of students enrolled in the **School**;
4. Submitting the necessary, **Sponsor**-required reports to the Ohio Department of Education, or other appropriate entities;
5. Providing technical assistance to assist the **School** in complying with applicable laws and this Contract;
6. Intervening and taking action as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance, including but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
7. Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year; and,
8. Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law.

D. **Other.** The parties covenant and agree as follows:

1. The **Sponsor** shall have no additional obligations to the **Governing Authority**, the **School**, the parents or other third parties, the state of Ohio, the United States, or to the public by way of this Contract or its sponsorship of the **School**, and the **Governing Authority** and the **School** hereby indemnify, defend, and hold the **Sponsor**, the state of Ohio, and The University of Toledo harmless from claims, demands, causes of action, threatened actions, losses, damages or costs related to the duties, services, acts, or omissions of the **Governing Authority** or **School**.
2. As permitted by Section 3314.03(C) of the Ohio Revised Code, the **Governing Authority** shall pay to the **Sponsor**, the amount of 3% of all state funds received each year by the **School**, in consideration for time, organization, monitoring,

oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 10 days of receipt. Calculations for the invoicing shall be taken from the Ohio Department of Education-issued report identifying the amount of state funds paid to the **School** for the invoice period.

The **Governing Authority** and/or **School's** financial obligations regarding any fees due to the **Sponsor** under this Contract prior to termination shall survive termination, non-renewal, and expiration of this Contract. The fees due shall be limited in coverage to the term of this Contract or the duration of the Contract whichever is shorter, provided, that the **Sponsor** shall be entitled to fees related to amounts received by the **School** or **Governing Authority** which are related to periods prior to termination, non-renewal, or expiration of this Contract whether such amounts are actually received during or after the term of this Contract.

3. In the event that this Contract is voided by operation of Section 3314.016(C) of the Ohio Revised Code or similar provision based upon sponsor rating, the parties agree that neither may seek damages as a result of the voiding of this Contract by operation of such a provision.

E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.

F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:

1. Failure to meet student performance requirements stated in this Contract;
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of this Contract or applicable local, state or federal law; or,
4. Other good cause.

The **Sponsor** and **Governing Authority** recognize the authority of the Ohio Department of Education to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

Not later than January 15th in the year in which the **Sponsor** intends to terminate or non-renew this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The **Governing Authority** may, within 14 days of receiving the notice, request in writing an informal hearing before the **Sponsor**, unless this time period is modified upon the agreement of both the **Governing Authority** and the **Sponsor**. No other appeals will be granted to the **Governing Authority** other than those provided for in Ohio law.

If the **Governing Authority** does not intend to renew this Contract with the **Sponsor**, the **Governing Authority** shall notify the **Sponsor** at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. In reaching its decision on whether to renew this Contract, the **Sponsor** will consider all of the performance and accountability standards set forth in **ATTACHMENT 5** as criteria for renewal, as well as applying any other objective, reasonable criteria in accordance with the **Sponsor's** discretion and state and/or federal law.

In the event this Contract is terminated and for the time following the expiration of this Contract, the obligations for reporting and relinquishment of documents and information for jurisdictional oversight by the appropriate divisions or departments shall remain in effect until such time as all of the responsibilities of the **Governing Authority** and/or the **School** relative to reporting and oversight requirements have ceased.

In the event that the **Sponsor** becomes an independent sponsoring authority or the relationship between the **UT Board** and the **Sponsor** ends at any time during the term of this Contract, the **Sponsor** will assume all of the **UT Board's** responsibilities and liabilities under this Contract.

G. **Ending the Community School.** Unless a renewal contract has been authorized by the **Sponsor**, or the **Governing Authority** notifies the **Sponsor** of its intent not to renew the Contract pursuant to Section 3314.07(D) of the Ohio Revised Code, upon the termination date of this Contract or date the **School** is required to close permanently, the operation of the **School** will cease as a community school and the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. The **Governing Authority** or **School** may not enter into a contract with another sponsor. The **School** shall permanently close at the end of the school year or applicable and lawful date.
2. Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the **School** may elect to treat

employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed. If employees are laid-off, the provisions of Section 3319.17 of the Ohio Revised Code apply.

3. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the management company in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.
4. Upon prior written request of the **Sponsor**, the **Governing Authority**, **School**, and/or their agents will immediately provide the **Sponsor** any and all documentation and records, including, but not limited to, financial records deemed necessary within reason by the **Sponsor** to facilitate the **School's** closure. This transmittal of documentation and records to the **Sponsor** excludes all students' educational records, which should be forwarded to the individual student's school district of residence.
5. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** leader, as Chief Administrative Officer of the **School**, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School** and, upon the written request of the **Sponsor**, the **Governing Authority** agrees to remain in place and will retain the services of a fiscal officer to complete a final audit, if the current fiscal officer is no longer available.
6. The **School** also hereby agrees that it will cooperate fully with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education, or in statute in the event the **School** is closed. Any refusal by the **School** to cooperate fully with **Sponsor** will be considered a material breach of this Contract and may serve as the basis for any other injunctive relief.
7. To the extent allowed under the law, upon the receipt of any Notice of Intent to Suspend Operations pursuant to Section 3314.072 of the Ohio Revised Code, the receipt of any notice of closure from any governmental or administrative agency, or if the **Governing Authority** voluntarily votes to close the **School**, the **Governing Authority** shall immediately submit a good faith closure deposit of \$7,000 to the **Sponsor**. This closure deposit shall be used to offset any costs or fees the **Sponsor** may incur facilitating or effectuating the closure of the **School**. Uses for these funds include, but are not limited to, legal fees, notifying parents, transferring files, changing locks, and securing or selling assets.

If the **Governing Authority** receives a Notice of Intent to Suspend Operations pursuant to Section 3314.072 of the Ohio Revised Code and operations at the **School** are not suspended by the **Sponsor**, the closure deposit will be returned, without interest, to the **Governing Authority**.

- H. **Dispute Resolution.** Other than a dispute falling under Paragraph F. of this Contract concerning termination of this Contract, and for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority**. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators from the Toledo Bar Association. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

The mediator shall conduct proceedings as he or she deem appropriate to resolve the dispute, provided that the parties understand that the mediation is non-binding unless a resolution is reached and agreed upon at the sole discretion of the parties. Pending mediation, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The fees and expenses of the mediator shall be divided equally between the parties. All other costs or fees incurred by each party will be borne by the respective party.

This agreement shall be construed in accordance with, and governed by, the laws of Ohio. The parties agree that any legal action sought by either party in state court shall be brought in Lucas County, Ohio. Any legal action sought by either party in federal court shall be brought in the United States District Court for the Northern District of Ohio, Western Division, in Toledo, Ohio. Furthermore, the parties agree to waive all questions of personal jurisdiction or venue so as to give full effect to this provision.

- I. **Term.** This Contract shall be for a term commencing on **July 1, 2016** and expiring on **June 30, 2021**.
- J. **Management by Third Parties.** The **Governing Authority** may enter into a contract with a management company to assist with its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority** contracts with a management company, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and management company must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. Any new or renewed management agreement shall comply with the provisions set forth in this Contract and Section 3314.032 of the Ohio Revised Code. Further, the **Governing Authority** shall ensure full compliance with

additional requirements placed on its relationship with a management company, including, but not limited to, Sections 3314.02(E), 3314.0210, 3314.024, and 3314.036 of the Ohio Revised Code. Any changes to the management agreement shall be provided to the **Sponsor** within 10 business days, after which the **Sponsor** may notify the **Governing Authority** if it believes that any provisions do not comply with this Contract. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School** and must apply for and maintain Internal Revenue Code Tax Exempt status under 26 U.S.C. § 501(c)(3) in the name of the **School**.

- K. **Organizational Structure.** The organizational structure and management/administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written clarifications which describe working relationships of each entity must also be included. Any modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** prior to implementation.

Unless already included in **ATTACHMENT 8**, a schedule of any contract or agreement with any third-party the **Governing Authority** has executed to provide any educational, financial, or consulting service associated with any provision of this Contract shall be in accordance with Paragraph B.3. of this Contract and included as **ATTACHMENT 9**.

- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract. The parties acknowledge that The University of Toledo has not had an opportunity to review several attachments referenced in the Contract. Based upon the **UT Board's** relationship with the **Sponsor** as its designee for sponsorship of community schools, it has approved this Contract and grants the **Sponsor** the authority to approve the attachments. The **Sponsor** will forward all attachments to the **UT Board** by August 31, 2016.

- M. **Assignments and Modifications.** Subject to Paragraph J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority** and attached to this Contract. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done in accordance with applicable laws and the regulations of each party.

- N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested.

Notice to the **Governing Authority** shall be sent to the Chair or President at the most current address with copies to the address in **ATTACHMENT 2** and to legal counsel as identified in **ATTACHMENT 3**. Additions, changes and/or modifications to the Notification Procedures for the **Governing Authority** may only be made at the express written request of the **Governing Authority** Chair or President.

Notice to the **Sponsor** shall be sent to the **Sponsor's** Executive Director with a copy to the **Sponsor's** Legal Counsel. At the inception of this Contract, notice shall be sent to the following persons and addresses:

Sponsor:
Lenny Schafer, M.Ed.
Ohio Council of Community Schools
3131 Executive Parkway, Suite 306
Toledo, OH 43606

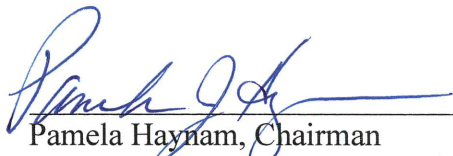
With a copy to:
Mark H. Troutman
Isaac Wiles Burkholder & Teetor
Two Miranova Place, Suite 700
Columbus, OH 43215

Additions, changes and/or modifications to the Notification Procedures for the **Sponsor** will be made in writing to the **Governing Authority** pursuant to the notification procedures outlined herein.

- O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.


Executed this date May 13, 2016.

**OHIO COUNCIL OF
COMMUNITY SCHOOLS**




Pamela Haynam, Chairman
with full authority to execute this Contract for
and on behalf of the Ohio Council of
Community Schools.

**GLOBAL AMBASSADORS
LANGUAGE ACADEMY**



Elizabeth Hajar, Chairman
with full authority to execute this Contract for
and on behalf of the Governing Authority and
with full authority to bind the Governing
Authority and the School.

**THE UNIVERSITY OF TOLEDO
BOARD OF TRUSTEES**



Sharon Speyer, Chairman
the authorized designee of The University of
Toledo's Board of Trustees with full
authority to execute this Contract for and on
behalf of The University of Toledo's Board
of Trustees.

ASSUMPTION OF CHARTER CONTRACT AGREEMENT

This Assumption of Charter Contract Agreement (“Assumption Agreement”) is entered by and between the Ohio Council of Community Schools (“Council” or “Sponsor”) and the Board of Directors and governing authority of Global Ambassadors Language Academy (“Governing Authority”) an entity established in accordance with Chapter 1702 of the Ohio Revised Code.

WHEREAS, in accordance with Chapter 3314 of the Ohio Revised Code, a charter contract (“Contract”) was executed between the Council, Governing Authority, and The University of Toledo’s Board of Trustees on May 13, 2016; and

WHEREAS, through the Community School Sponsorship Agreement originally executed on March 19, 2003, and most recently updated on June 29, 2012, The University of Toledo’s Board of Trustees named the Council as its designee for charter school sponsorship; and

WHEREAS, the Community School Sponsorship Agreement contains a provision providing for the Council’s succession as a sponsoring authority of all schools under contract based upon the provision of notice to The University of Toledo’s Board of Trustees; and

WHEREAS, on June 29, 2017, the Council provided notice to The University of Toledo’s Board of Trustees that it will succeed as the sponsoring authority for the Governing Authority; and

WHEREAS, the Council is duly recognized by the Ohio Department of Education in its ability to succeed The University of Toledo’s Board of Trustees as a sponsoring authority.

NOW THEREFORE, the Council and Governing Authority enter into this Assumption Agreement, pursuant to the following terms and conditions:

PROVISIONS

The Council and Governing Authority agree that, upon the date last executed and in accordance with the Community School Sponsorship Agreement and Paragraph M. of the Contract, the Ohio Council of Community Schools accepts the assignment of the Contract and assumes all of The University of Toledo’s Board of Trustees’ responsibilities and liabilities under the Contract with the Governing Authority.

Furthermore, the Council and Governing Authority agree that the following amendments shall be incorporated into the Contract:

1. To the extent that the Contract explicitly or implicitly references The University of Toledo or The University of Toledo’s Board of Trustees in any manner as a sponsor of the community school operated by the Governing Authority, such references are to be changed to only be or refer only to the Ohio Council of Community Schools as the Sponsor.

2. Effective upon the execution hereof, the entirety of Paragraph B.14. shall be replaced with the following:

The Performance and Accountability Plan is included as ATTACHMENT 5, and identifies the minimum performance standards and/or performance requirements to be satisfied by the Governing Authority and the School in the Core Performance Areas of legal compliance, organization and operational performance, financial performance, and student and academic performance, including all applicable report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

Within 60 days of being notified by the Sponsor, the Governing Authority shall submit a Performance Improvement Plan, as outlined in the Performance and Accountability Plan for any individual indicator, goal, or data point where the Governing Authority or School did not meet the standards.

The Performance and Accountability Plan will be a significant factor in any Sponsor action in accordance with Paragraph F. of this Contract, including but not limited to, being placed on probation and issuing an intent to suspend operations. Additionally, an egregious underperformance or a consistent inability to meet the standards of an individual indicator, goal, or data point in any of the Core Performance Areas will also factor into any action taken by the Sponsor.

The School shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.

3. Effective upon the execution hereof, the entirety of Paragraph B.28. shall be replaced with the following:

The School's financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The School shall submit to the Sponsor no later than November 1st of each year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the event this statutory requirement is lifted, the School shall be required to comply with relevant statutory provisions.

The School shall meet the requirements and follow the procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The Sponsor may order a financial audit of the School if, in the sole discretion of the Sponsor, the Sponsor has reason to believe that the School has:

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered under this Paragraph, the Governing Authority or School shall pay the costs. In the event this audit does not support findings regarding any of the reasons for which the Sponsor may order such audit as described in (a) through (c) above, the Sponsor shall reimburse the Governing Authority or School for direct costs associated with a third-party auditor.

Any breach of this provision will be considered a material breach. The Sponsor may exercise all rights afforded to it under statutory or common law to enforce this provision. To the extent that the Sponsor incurs damages based upon the School's breach of this provision, the School agrees to compensate the Sponsor for all reasonable costs and damages resulting directly from the School's breach of this provision.

4. Effective upon the execution hereof, the entirety of Paragraph B.32. shall be replaced with the following:

The Governing Authority shall purchase, or ensure that, insurance coverage providing for the general liability of the School is maintained at all times. The Governing Authority shall ensure that this liability insurance policy provides coverage for itself; the School and its employees; the Sponsor, its Board, officers, employees, and other agents of the Sponsor. The policy or certificate indicating coverage shall be provided to the Sponsor upon execution of this Contract. This policy shall provide coverage in amounts not less than \$1 million per occurrence and \$5 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. If commercially available, the insurance coverage specified above must be occurrence coverage rather than claims made coverage. The Governing Authority shall provide documentation regarding any change in or renewal of this policy to the Sponsor within 10 business days and notify the Sponsor in writing at least 30 days in advance of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to Sponsor within 3 business days of request.

5. Effective upon the execution hereof, the entirety of Paragraph B.33. shall be replaced with the following:

The Governing Authority and School shall indemnify and hold harmless the Sponsor and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:

- (a) A failure of the Governing Authority and/or School or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
- (b) An action or omission by the Governing Authority and/or School or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the Sponsor of the School and the Governing Authority pursuant to this Contract, shall in no way implicate the Sponsor or render it liable or responsible for the acts or omissions of the Governing Authority or the School, as well as claims, demands, actions, suits, causes of action, losses, costs, expenses, attorneys' fees, damages, judgments, orders or liabilities of any kind claimed by the parents of students or third parties otherwise directly resulting from the operations of the School.

To comply with Ohio law, this indemnification provision is limited to \$5 million. The Governing Authority and School hereby agree that it will make the necessary appropriations and/or procure the necessary insurance in order to make this Paragraph enforceable under Ohio law.

6. Effective upon the execution hereof, the entirety of Paragraph D.1. shall be replaced with the following:

The Sponsor shall have no additional obligations to the Governing Authority, the School, the parents or other third parties, the state of Ohio, the United States, or to the public by way of this Contract or its sponsorship of the School, and the Governing Authority and the School hereby indemnify, defend, and hold the Sponsor, harmless from claims, demands, causes of action, threatened actions, losses, damages or costs related to the duties, services, acts, or omissions of the Governing Authority or School.

7. Effective upon the execution hereof, the entirety of Paragraph F. shall be replaced with the following:

Renewal; Termination; Closure. Upon the expiration of this Contract and approval of the Governing Authority, the Sponsor may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the Sponsor, but not expiring earlier than the end of any school year. The Sponsor may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the School pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the School on probation or assume operation of the School in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:

1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (ATTACHMENT 5);
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of this Contract or applicable local, state, or federal law; or,
4. Other good cause.

The Sponsor and Governing Authority recognize the authority of the Ohio Department of Education to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

Not later than January 15th in the year in which the Sponsor intends to terminate or non-renew this Contract, the Sponsor shall notify the Governing Authority of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The Governing Authority may, within 14 days of receiving the notice, request in writing an informal hearing before the Sponsor, unless this time period is modified upon the agreement of both the Governing Authority and the Sponsor. No other appeals will be granted to the Governing Authority other than those provided for in Ohio law.

If the Governing Authority does not intend to renew this Contract with the Sponsor, the Governing Authority shall notify the Sponsor at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. In reaching its decision on whether to renew this Contract, the Sponsor will consider all of the performance and accountability standards set forth in ATTACHMENT 5 as criteria for renewal, as well as applying any other objective, reasonable criteria in accordance with the Sponsor's discretion and state and/or federal law.

In the event this Contract is terminated and for the time following the expiration of this Contract, the obligations for reporting and relinquishment of documents and information for jurisdictional oversight by the appropriate divisions or departments shall remain in effect until such time as all of the responsibilities of the Governing Authority and/or the School relative to reporting and oversight requirements have ceased.

8. Effective upon the execution hereof, the entirety of Paragraph L. shall be replaced with the following:

Headings and Attachments. Headings are for the convenience of the parties only. Headings have no substantive meaning. All ATTACHMENTS 1-9 of this Contract are attached hereto and incorporated by reference into this Contract.

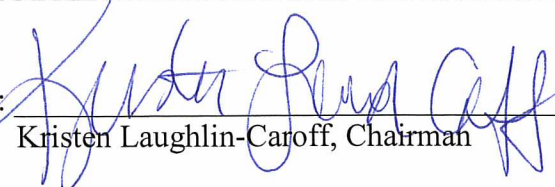
9. All of the other provisions of the Contract shall remain unchanged and enforceable as between the Ohio Council of Community Schools and the Governing Authority and are fully incorporated as terms in this Assumption Agreement as if re-written.
10. This Assumption Agreement may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.
11. The Council and Governing Authority each represent and warrant that its authorized representative signing below has full power and authority to execute and enter into this Assumption Agreement.

The Assumption Agreement is not valid and binding until executed by both parties.

OHIO COUNCIL OF COMMUNITY SCHOOLS

By:  Date 19 Sept 2017
Pamela Haynam, Chairman

GLOBAL AMBASSADORS LANGUAGE ACADEMY

By:  Date 8/24/2017
Kristen Laughlin-Caroff, Chairman



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

151-175 of 487 results

Results Per Page

[« Prev](#) | 151-175 | [Next »](#)

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
46-1185217	Global Ambassadors Language Academy	Cleveland Hts	OH	United States	PC



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/05/2015	201530901248	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

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

GLOBAL AMBASSADORS LANGUAGE ACADEMY, INC.
MERAN ROGERS
1606 COMPTON RD.
CLEVELAND, OH 44118

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
1984929

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

GLOBAL AMBASSADORS LANGUAGE ACADEMY, INC.

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 11/05/2015

Document No(s):

201530901248



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
5th day of November, A.D. 2015.

Ohio Secretary of State



Form 521 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll 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

Mail this form to one of the following:

Regular Filing (non expedite)

P.O. Box 788

Columbus, OH 43216

Expedite Filing (Two business day processing time.)

Requires an additional \$106.00

P.O. Box 1390

Columbus, OH 43216

2015 NOV - 5 AM 9:12

Statutory Agent Update

Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-LAG)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity Global Ambassadors Language Academy, Inc.

Charter, License or Registration No. 1984929

Name of Current Agent Meran Chang

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

Name and Address of New Agent
Name of Agent Meran Rogers

Mailing Address 1606 Compton Rd.

City Cleveland

State OH

Zip Code 44118

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, Meran Rogers, named herein as the
Name of Agent

statutory agent for Global Ambassadors Language Academy, Inc., hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: [Handwritten Signature]
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent [Blank Box]
Mailing Address

[Blank Box] [Blank Box] [Blank Box]
City State Zip Code

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

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.


[Blank Box]
Mailing Address

[Blank Box] [Blank Box] [Blank Box]
City State Zip Code

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

Agent update must be signed by an authorized representative (see instructions for specific information).


Authorized Representative

Founding Director of Global Ambassadors Language Academy
By (if applicable)

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

Meran Rogers
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.

Authorized Representative

By (if applicable)

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/27/2010	201035700700	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00		.00	.00

Receipt

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

MERAN CHANG & JULIAN ROGERS
3920 ORCHARD ROAD
CLEVELAND HEIGHTS, OH 44121

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1984929

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GLOBAL AMBASSADORS LANGUAGE ACADEMY, INC.

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
201035700700



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 20th day of December,
A.D. 2010.

Ohio Secretary of State



Prescribed by:

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

RECEIVED

DEC 20 2010

SECRETARY OF STATE

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 Nonprofit (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 Global Ambassadors Language Academy, INC.

SECOND: Location Cleveland Cuyahoga
(City) (County)

Effective Date (Optional) _____ 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

To create and operate a language immersion community school ensuring
bilingual fluency and academic success for participating students in grades
pre-kindergarten through eighth grade in the greater Cleveland area.

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)

(Refer to instructions if needed)

_____	_____	_____
(No. of Shares)	(Type)	(Par Value)

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.

Meran E. Chang

(Name)

3920 Orchard Road

(Street)

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

Cleveland Heights

(City)

Ohio

(State)

44121

(Zip Code)

Julian Rogers

(Name)

3920 Orchard Road

(Street)

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

Cleveland Heights

(City)

Ohio

(State)

44121

(Zip Code)

(Name)

(Street)

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

(City)

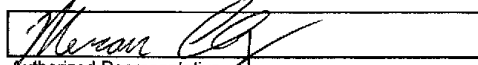
(State)

(Zip Code)

REQUIRED

Must be authenticated (signed) by an authorized representative

(See Instructions)



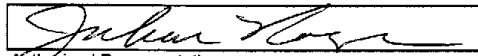
Authorized Representative

Meran Chang

(print name)

12-15-2010

Date



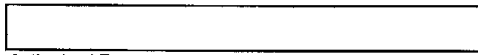
Authorized Representative

JULIAN ROGERS

(print name)

12-15-2010

Date



Authorized Representative

(print name)



Date

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 Global Ambassadors Language Academy, INC 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

Meran E. Chang

(Name)
3920 Orchard Road

(Street)

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

Cleveland Heights

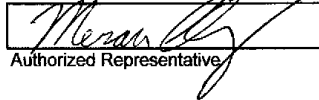
, Ohio

44121

(City)

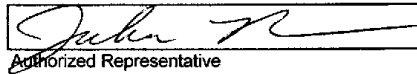
(Zip Code)

Must be authenticated by an authorized representative


Authorized Representative

12-15-2010

Date


Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

Meran E. Chang

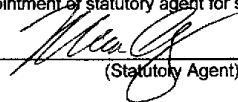
, named herein as the

Statutory agent for,

Global Ambassadors Language Academy, INC.

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

Signature:


(Statutory Agent)

**ARTICLES OF INCORPORATION
OF
GLOBAL AMBASSADORS LANGUAGE ACADEMY, INC.**

The undersigned, for the purposes of forming a Ohio nonprofit corporation, hereby adopts the following articles of incorporation:

ARTICLE I

Name

The name of this Corporation shall be Global Ambassadors Language Academy ("GALA") Inc., located in Cleveland, Ohio, Cuyahoga County.

ARTICLE II

Purpose

GALA is organized and shall be operated exclusively for charitable and educational purposes, more specifically for the purpose of promoting, supporting, advancing and representing a fully accountable, financially, legally and educationally autonomous public community school located within the Cleveland Metropolitan School District, in Cleveland, Ohio. To this end, GALA shall at all times be operated exclusively for charitable purposes within the meaning of Section 170(c)(2) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United State revenue law (the "Code"). All assets and funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

ARTICLE III

Exemption Requirements

The following shall operate as conditions restricting the operations and activities of GALA:

1. GALA shall not afford pecuniary gain, incidentally or otherwise to its members. No part of the net earnings of GALA shall inure to the benefit of any member or director of GALA, except that reasonable compensation may be paid for services rendered to or for GALA affecting one or more of its purposes. Such net earnings, if any, of GALA shall be used to carry out the nonprofit corporate purposes set forth in Article II above.
2. No substantial part of the activities of GALA shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and GALA shall not participate in, or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
3. Notwithstanding any other provision of these articles, GALA shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code.

ARTICLE IV

Members

GALA shall have no members. The Board of Directors may establish one or more classes of nonvoting members upon such terms and conditions as it from time to time deems appropriate.

ARTICLE V

Board of Directors

The business and affairs of GALA shall be managed by or under the direction of a Board of Trustees (the "Board") , as defined in GALA's Bylaws. The terms of office, qualifications and method of election of the directors shall be as specified in the Bylaws.

ARTICLE VI

Amendments

The Board may amend these articles of incorporation. Any number of amendments, or an entire revision of these articles of incorporation, may be voted upon at a meeting of the Board for which proper notice was provided as required by the Bylaws of GALA, and shall be adopted at such meeting upon receiving an affirmative vote of a majority of the Board.

ARTICLE VII

Personal Liability

No member, officer, or director of GALA shall be personally liable for the debts or obligations of GALA of any nature whatsoever, nor shall any of the property of the member, officer, or director be subject to the payment of the debts or obligations of GALA.

ARTICLE VIII

Dissolution

Upon dissolution of GALA, any assets remaining after paying or making provision for the payment of the just or rightful debts, liabilities and obligations of GALA shall be distributed to such organizations selected by the Board which have purposes similar to those of GALA's and are organized and operated exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code. Any remaining assets shall revert or be returned, transferred, or conveyed in accordance with the terms and provisions of such trust, conditions, or limitations provided that GALA shall not pay any dividends or distribute such assets to GALA's Board members, officers or other private individual.

ARTICLE IX

Incorporations

The name and address of the incorporators are:
Meran Chang, 3920 Orchard Road, Cleveland Heights, OH 44121
Julian Rogers, 3920 Orchard Road, Cleveland Heights, OH 44121

* * * *

IN WITNESS WHEREOF, we have signed these articles of incorporation on December 15, 2010



Meran Chang, Incorporator



Julian Rogers, Incorporator

This document was drafted by: Meran Chang
Return Address: 3920 Orchard Road, Cleveland Heights, OH 44121
Daytime telephone number: 216-466-4688

**BYLAWS OF
GLOBAL AMBASSADORS LANGUAGE ACADEMY
COMMUNITY SCHOOL**

ARTICLE I

Name and Incorporation

SECTION 1. NAME. The name of the organization shall be Global Ambassadors Language Academy (GALA). It is hereinafter referred to as "GALA".

SECTION 2. LOCATION. The principal location of GALA shall be in Cleveland, Ohio.

SECTION 3. FISCAL YEAR. The fiscal year of GALA begins on July 1 and ends on June 30.

SECTION 4. PURPOSES. The purposes for which GALA is organized are: to organize and operate a community school in Cleveland, Ohio and to engage in any other activity permissible. GALA is a nonprofit organization under the laws of the State of Ohio and its purposes are exclusively educational as set forth in the Articles of Incorporation.

SECTION 5. NON-DISCRIMINATION. GALA shall not discriminate on the basis of race, religion, national origin, sexual orientation, gender or age in both the hiring and other employment practices of the school or in its admission policies for students. Further, GALA shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices. GALA shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of community schools in the State of Ohio.

ARTICLE II

Board of Trustees

SECTION 1. NUMBER. The Board shall have an odd number of trustees consisting of at least five (5) Board members and no more than twenty-one (21) board members. The founding director of the community school shall be an ex officio voting member of the Board.

SECTION 2. DESCRIPTION. Board members shall be sought who reflect the qualities, qualifications and diversity determined by the Board. All Board members shall have identical rights and expectations.

SECTION 3. TERM. Board members shall be elected for three (3) year terms. Terms shall be staggered so that no more than two-thirds (2/3) of the Board shall be up for election in any year, unless a vacancy(ies) needs to be filled. Current Board members will have staggered terms as follows: one (1) member will have a one (1) year term, two (2) members will have a two (2) year term, two (2) members will have a three (3) year term to be determined by the Membership Committee. These terms will be considered to have begun July 2013. Each subsequent term shall be a three-year period. Except as provided for the initial Board members, Board members shall serve a term of three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings.

After election, the term of a Board member may not be reduced, except for cause as specified in these Bylaws. Board members shall take office following the annual meeting in July, at which their appointment is announced. Fulfilling an incomplete term is not considered part of the term limit. Subject to the foregoing provisions, the Chair shall assign the term limits of the initial Board members.

SECTION 4. TERM LIMITS. Board members may serve more than one (1) term, but not more than four (4) consecutive three (3) year terms. Previous Board members shall be re-eligible for Board membership after a lapse of two (2) years.

SECTION 5. RESIGNATION AND REMOVAL. A Board member may resign anytime by submitting his or her resignation in writing to the Chair of the Board. A Board member may be removed for cause at any regular or

special meeting of Board members by an affirmative vote of two-thirds (2/3) of the remaining Board members. Board members being considered for removal shall receive at least one (1) week notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

SECTION 6. POWERS. The Board shall have all powers and authority for the management of the business, property, and affairs of GALA, to do such lawful acts as it deems proper and appropriate to promote the objectives and purposes of GALA. The Board may, by general resolution, delegate to committees of its own number or to officers of GALA such powers as it may see fit for specified periods of time.

SECTION 7. ELECTION. All successor Board members shall be nominated by a majority of the full Board at an election held each year at the annual meeting. Proxy voting is permitted. Votes shall be tallied and announced at the meeting where the vote takes place. In the event of a tie vote for a position, a second ballot will be cast for that position only, with only the tied candidates participating on the ballot. Should a second tie vote occur, a result shall be obtained by flipping a coin with the person whose name is earliest in the alphabet calling a coin side first. Newly elected Board members shall assume office at the first Board meeting following their election.

SECTION 8. MEETING ATTENDANCE. Board members are expected to attend all Board meetings. It shall be the duty of the Secretary of the Board to communicate with any Board member after three (3) unexcused absences in a term to ascertain the Board members' interest in retaining Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board.

SECTION 9. VACANCIES AND APPOINTMENTS. Any vacancy occurring in the Board and any position to be filled by reason of an increase in the number of Board members may be filled by the affirmative vote of the majority of the seated Board members. A Board member elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office.

SECTION 10. MEMBERS OF THE BOARD:

- (a) Shall receive no payment of honoraria, excepting, subject to applicable law, reimbursement for expenses incurred in performance of voluntary activities on behalf of GALA in accordance with GALA's policies.
- (b) Shall serve GALA with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with GALA.
- (c) Shall have no direct or indirect financial interest in the assets or leases of GALA; any Board member who individually or as part of a business or professional firm is involved in the business transactions or current professional services of GALA shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

The Board holds the charter from the state and is therefore responsible for ensuring that GALA complies with all applicable laws and regulations, as well as ensuring that the school is an academic success, organizationally viable, faithful to the terms of its charter, and earns charter renewal.

All participants in Board work shall comply with all laws and regulations, will be bound by the Code of Conduct, Conflict of Interest and Confidentiality policy statements, if any, adopted by the Board. Unless determined to be inadvisable in any given year by vote of the Board, every fiscal year, the Board shall evaluate Board progress and enhance Board performance on the third Tuesday of September.

SECTION 11. RESPONSIBILITIES. The Board shall:

- (a) Have authority to adopt, amend, or repeal the Bylaws;

- (b) Amend the material terms of the school's charter, with the approval of the Ohio Department of Education;
- (c) Submit charter amendments to the State of Ohio;
- (d) Determine general school policies;
- (e) Manage financial affairs;

ARTICLE III *Officers*

SECTION 1. OFFICERS. There shall be four (4) elective Officers of the Board: a Chair, a Vice Chair, a Secretary, and a Treasurer. Officers shall be drawn from among the members of the Board.

- (a) Chair: Is elected by the Board to Chair meetings of the Board and to formally communicate positions voted by the Board of Trustees. He or she shall set the agenda for and make regular reports on the status of GALA to the Board of Trustees. The Board Chair shall nominate Committee Chairs and Board memberships subject to confirmation votes by the Board.
- (b) Vice Chair: Is elected by the Board of Trustees to exercise all of the duties of the Board Chair in his or her absence. The Vice Chair shall undertake such other duties as voted by the Board.
- (c) Board Treasurer: Is elected by the Board of Trustees and is responsible for the general financial affairs of GALA and shall keep full and accurate records thereof which shall always be open to inspection by the Board Chair or other Trustees. The Board Treasurer shall render to the Board Chair or other Trustees whenever they require it, a statement of the accounts of transactions made as Board Treasurer and of the financial condition of GALA.
- (d) Secretary: Is elected by the Board of Trustees and is responsible for the record of the proceedings of all meetings of the Board. The Secretary shall notify the Members and Trustees of all regular meetings in accordance with these Bylaws.

SECTION 2. ELECTION. The election of Officers initially shall be held at the first public meeting of the Board and thereafter at the annual meeting of the Board.

SECTION 3. VACANCIES AND APPOINTMENTS. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair or Secretary-Treasurer becomes vacant, the Chair shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held.

ARTICLE IV *Committees*

SECTION 1. ESTABLISHMENT. The Board may appoint such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of GALA. Committees composed of community members must have at least one (1) member who is also a member of the Board. The Board may prescribe the responsibilities and the composition of such committees. The Chair shall appoint the chair of each committee.

SECTION 2. STANDING COMMITTEES. There shall be two (2) standing committees. These shall include: (1) the Executive Committee; and (2) the Fundraising and Finance Committee. Each standing committee shall have a charge specific to its permitted activities. The function of any committee so established shall be fact-finding, deliberative, and advisory to the Board. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for GALA. The president shall be an ex officio member of each committee. The director of GALA shall be an ex officio member of each committee, except where his/her evaluation, tenure, or salary are to be deliberated. Standing committees shall be:

(1) Executive Committee will be comprised of the officers of the GALA Board. The Executive Committee shall be convened by the Chair when it is not possible to convene the Board in a timely fashion, or shall be authorized to act on behalf of the Board by action of the Board. Actions of the Executive Committee shall require ratification by the full Board at its next meeting. The Executive Committee shall not serve as an intermediary between the Board and its committees or task forces. The Board may delegate to the Executive Committee, to the extent provided in a specific resolution, any of the Board's powers and authority, except with respect to:

- (a) The filling of vacancies on the Board or in any committee which has the authority of the Board;
- (b) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (c) The amendment or repeal of any resolution of the Board which provides that such resolution may not be amendable or repealable by the Executive Committee;
- (d) The approval of any self-dealing transactions;
- (e) The sale, transfer, or distribution of all or substantially all of the assets of GALA;
- (f) The sale, transfer, or purchase of real property;
- (g) The merger or dissolution of GALA;
- (h) The appointment of committees of the Board or the members thereof;
- (i) The setting of the budget or approval of audits;
- (j) Any action prohibited by the Charter, these Bylaws, or the laws of the State of Ohio;
- (k) Review of the qualifications of Trustee candidates and presentation of the best qualified nominees for the vacant Trustee positions on the Board;
- (l) Recommendation of candidates to the Board to fill vacancies that arise outside the regular nominating process;
- (m) Provision of ongoing orientation to Trustees; and
- (n) Oversight of the Trustee assessment process to ensure optimum performance; and

(2) Fundraising and Finance Committee shall be chaired by the Treasurer. The duties of the Fundraising and Finance Committee shall include:

- (a) Develop and review fiscal procedures for GALA;
- (b) Explore all fund raising possibilities and recommend future fundraising measures to the Executive Committee;
- (c) Work with staff to prepare and propose an annual budget for GALA;
- (d) Oversee the financial assets, liabilities, revenue and expenditures of GALA;

SECTION 3. AD HOC COMMITTEES. Each ad hoc committee shall have a charge specific to its permitted activities and that charge shall include the date on which the committee is to present its final report to the Board and be dissolved. Members of ad hoc committees shall be drawn from the Board, parents and staff of the GALA community who indicate interest in serving on the ad hoc committee and from such others as may be deemed appropriate by the Board. Ad hoc committees shall be made up of no less than three (3) members.

ARTICLE V *Meetings*

SECTION 1. MEETINGS. The Board will meet at least once a quarter (once every three months) to discuss GALA operations and to hear reports and updates from Members and committees to consider and to adopt or change policy, and to consider requests and concerns from GALA stakeholders. Notice shall be given of the date, time, and location of all meetings (regular, special, or annual). The annual meeting of the Board of Trustees shall occur in June. Special meetings of the Board may be called by the Chair or by a majority of the Board filing a written request for such a meeting with the Chair and stating the object, date, and hour therefore, due notice having been given each Board member five (5) calendar days prior to the meeting.

SECTION 2. NOTICES. Notice shall be given to each Board member and five (5) days prior to the date of every regular meeting of the Board and shall include the meeting agenda, the time and place of the meeting and any other information as the Chair may deem appropriate. To the extent required by law, public notice of meetings shall also be given. A record of every meeting will be kept, including the date, time, and location of the meeting, the members present or absent, and all action taken at the meeting.

SECTION 3. QUORUM. One-half of the Trustees then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board, except where otherwise required by these Bylaws. A majority of those assembled is required to take action.

SECTION 4. PROXY VOTING. Voting by Board members by proxies shall be permitted. An absent Board member may not designate an alternate to represent him or her at a Board meeting, but must vote via a written statement (signed letter or e-mail), phone call or SKYPE (or similar live video/voice chat).

SECTION 5. EXECUTIVE SESSIONS. All regular and special meetings of the Board shall be open to the public, except that, upon a vote of a majority of the members present, an executive session may be held to discuss any one or more of the following: (1) legal matters; (2) acquisitions or sales of property; (3) contract proposals or negotiations; (4) confidential personal matters; and (5) student disciplinary matters; and any other matters permitted by law. The motion requesting the executive session shall state the nature of the matter to be discussed. Only those persons invited by the Board may be present during the executive session. The Board shall not make final policy decision, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money be adopted or approval at any session which is closed to the general public. Matters discussed during executive sessions shall remain confidential among those attending. The Secretary of the Board shall maintain minutes of all executive session items that result in public Board action.

ARTICLE VI

Staff

SECTION 1. STAFF. The Board shall have the discretion to appoint the director of GALA, who shall be responsible for carrying out the work of GALA in accordance with the policies established from time to time by the Board.

ARTICLE VII

Rules of Order

SECTION 1. RULES OF ORDER. Except where they may be in conflict with the Charter or Bylaws of GALA, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all meetings of GALA.

ARTICLE VIII

Indemnification

SECTION 1. INDEMNIFICATION. GALA, shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an Officer or Trustee of the GALA, against all expenses and liabilities (including counsel fees, judgments, fines, excise taxes, penalties and amounts payable in settlements) reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative, or investigative, in which such person may become involved by reason of such person's serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless such person is successful on the merits, the proceeding was authorized by GALA or the proceeding seeks a declaratory judgment regarding such person's own conduct); provided that no indemnification shall be provided for any such person with respect to any matter as to which such person shall have been finally adjudicated in any proceeding as not having acted in good faith in the reasonable belief that his or her action was in the best interests of GALA. Further, such indemnification shall extend to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, so long as the payment and indemnification thereof have been approved by GALA, which approval shall not unreasonably be withheld, or by a court of competent jurisdiction. Such indemnification shall include payment by GALA of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if such person shall be adjudicated to be not entitled to indemnification under this article, which undertaking may be accepted without regard to the financial ability of such person to make repayment.

Where indemnification hereunder requires authorization or approval by GALA, such authorization or approval shall be conclusively deemed to have been obtained and each Trustee of GALA approving such indemnification shall be wholly protected if:

- (a) the payment has been approved or ratified: (1) by a majority vote of a quorum of the Trustees consisting of persons who are not at that time parties to the proceeding; (2) by a majority vote of a committee of two (2) or more Trustees who are not at that time parties to the proceeding and are selected for this purpose by the full Board (in which selection Trustees who are parties may participate); or (3) by a majority vote of a quorum, which quorum shall consist of Members who are not at that time parties to the proceeding; or
- (b) the action is taken in reliance upon the opinion or independent legal counsel (who may be counsel to GALA) appointed for the purpose by vote of the Trustees; or
- (c) the payment is approved by a court of competent jurisdiction; or
- (d) the Trustees have otherwise acted in accordance with the standards of conduct and moral judgment for nonprofit organizations set forth in Ohio.

Any indemnification or advance of expenses under this article shall be paid promptly, and in any event within thirty (30) days, after the receipt by GALA of a written request therefore from the person to be indemnified, unless with respect to a claim for indemnification GALA shall have determined that the person is not entitled to indemnification. Unless otherwise provided by law, the burden of proving that such person is not entitled to indemnification shall be on the GALA.

The right to indemnification under this article shall be a contract right inuring to the benefit of the Officers and Trustees and no amendment or repeal of this article shall adversely affect any right of such Officer or Trustee existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of an Officer or Trustee.

GALA shall maintain adequate insurance to cover the obligation to provide indemnification as enumerated above.

ARTICLE IX *Additional Provision*

SECTION 1. AMENDMENTS. These Bylaws may be amended at a regular meeting by a two-thirds vote of all Trustees then in office; provided that notice of the proposed amendment, together with a copy thereof, is mailed to each Trustee at least five (5) days prior to the meeting at which the amendment is to be considered.

SECTION 2. INSURANCE. The Board shall provide for the liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

SECTION 3. AUDIT. At the close of each fiscal year, the accounts of GALA shall be audited by an independent auditor, who is a Certified Public Accountant and who has expertise in accounting of tax-exempt organizations generally. The audit shall be done in compliance with Ohio statutes governing Community Schools and with all applicable state and federal laws controlling non-profit tax-exempt organizations.

These Bylaws were adopted by the Board on December 11, 2012 by a vote of 5 of 5.

Julian Rogers
Board Secretary

FIRST AMENDMENT TO BYLAWS OF
GLOBAL AMBASSADORS LANGUAGE ACADEMY
COMMUNITY SCHOOL

In order to allow the Board of Trustees (the“Board”) to establish different categories of Trustees; elect Trustees throughout the year; establish more than two standing committees of the Board; and for other reasons reflecting the current practices of the Board, the Bylaws of the Global Ambassadors Language Academy Community School Bylaws shall be amended as follows:

1. The last sentence of Article II, Section 1 shall be removed.
2. Article II, Section II shall be removed and replaced with the following:

“Section 2. DESCRIPTION. Board members shall be sought who reflect the qualities, qualifications and diversity determined by the Board. There shall be three categories of Board members:

 - a. Principal Trustees: Principal trustees shall possess voting rights. They may take an excused leave of absence from the Board.
 - b. Ex Officio Trustees: The founding director of the GALA shall be an ex officio trustee. Ex officio trustees shall not possess voting rights.
 - c. Honorary Trustees: Honorary trustees shall be elected by the Board to serve at the pleasure of the Board. Honorary trustee shall possess voting rights but need not meet the meeting requirements per Article II, Section 8.”
3. The first sentence of Article II, Section 7 shall be removed and replaced with the following: “All successor Board members shall be nominated by a majority of the full Board at an election held each year at the annual meeting; provided, however, the Board reserves the option to nominate and elect Board members from time to time as it deems appropriate.”
4. The first two sentences of Article IV, Section 2 shall be removed.
5. The last sentence of Article IV, Section 2 shall be removed and replaced with the following: “Standing committees shall include, but not be limited, to the following:”
6. Article IV, Section 2(2) shall be removed and replaced with the following:

“The Finance Committee shall be chaired by the Treasurer. The duties of the Finance Committee shall include:

 - a. Develop and review fiscal procedures for GALA;
 - b. Work with staff to prepare and propose an annual budget for GALA;
 - c. Oversee the financial assets, liabilities, revenue and expenditures of GALA.”

7. The term “quarter” shall be replaced with the term “month” in the first sentence of Article V, Section 1.
8. The following sentence shall be added to the end of Article V, Section 3: “Only principal trustees who are not on an excused leave of absence shall be counted for purposes of determining the existence of a quorum of the Board of Trustees.”
9. Article IX, Section 1 shall be removed and replaced with the following: “These Bylaws may be amended at a regular or annual meeting where a quorum is present by a majority vote of Board members; provided that notice of the proposed amendment is sent via electronic mail to each Trustee at least five (5) days prior to the meeting at which the amendment is to be considered.”

This First Amendment was approved by the Board on May 28, 2014.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
12/27/2010	201035700700	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00		.00	.00

Receipt

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

MERAN CHANG & JULIAN ROGERS
3920 ORCHARD ROAD
CLEVELAND HEIGHTS, OH 44121

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1984929

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GLOBAL AMBASSADORS LANGUAGE ACADEMY, INC.

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
201035700700



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 20th day of December,
A.D. 2010.

Ohio Secretary of State



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

151-175 of 487 results

Results Per Page

[« Prev](#) | 151-175 | [Next »](#)

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
46-1185217	Global Ambassadors Language Academy	Cleveland Hts	OH	United States	PC

General Information

School Name: Global Ambassadors Language Academy

Physical Address: 13442 Lorain Avenue, Cleveland, Ohio 44111

Phone Number: (216) 315-7942 **Fax Number:**

County: Cuyahoga

Grade Levels Served: K-1 (Expanding K-5 over the term of the contract) **Grade Levels in Contract:** K-12

Public School District: Cleveland Municipal School District

Description of the Facility (including the approx. number of sq. ft. used):

Total building square feet is 32,000. In first year, GALA is only leasing 21,486 square feet

BUILDING OVERVIEW: This two story building with basement was previously home to the St. Vincent de Paul Parish School. The school opened its doors in 1928 and underwent an addition and remodel in 1961. The building is efficiently designed to operate as a school and offers large classrooms and plenty of additional space for school functions and uses. There is abundant parking and convenient access points for student drop-off and pick-up.

BUILDING FEATURES:

17 Classrooms with Lockers, Classrooms with Lockers and Coat Rooms, Library, Principal and Secretary Offices, Teacher’s Lounge, Kitchen, Cafeteria, Multi-purpose room with stage, Public Address System, Large Parking Lot, Landscaped Grounds.

Financial Information

Lease Information

Monthly Payment: \$10,473 **Annual Payment:** \$128,916

Lease Start Date: July 1, 2016 **Lease Expiration Date:** June 30, 2023

Mortgage Information

Monthly Payment: N/A **Annual Principal:** N/A

Annual Interest Payment: N/A

Landlord Information

Name of Landlord / Lender: Roman Catholic Diocese of Cleveland **Relationship to the Operator:** None

LEASE AGREEMENT

THIS LEASE (the "Lease") is entered into by and between **Most Rev. Richard G. Lennon, Bishop of the Roman Catholic Diocese of Cleveland as Trustee for St. Vincent de Paul Parish**, 13400 Lorain Ave., Cleveland, Ohio 44111 (the "Lessor") and **Global Ambassadors Language Academy, Inc., an Ohio not for profit corporation**, (the "Lessee"). This Lease shall be effective on the date signed by Lessor, if Lessor is last to sign, or on the date signed by Lessee, if Lessee is last to sign (the "Effective Date").

WITNESSETH:

1. PREMISES:

1.1 Premises Defined. Lessor holds title to certain property under an implied trust for the benefit of St. Vincent de Paul Parish, located at 13400 Lorain Ave., Cleveland, Ohio 44111 (the "Parish"), and 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, a portion of the Parish's main school building located at 13442 Lorain Ave., Cleveland, Ohio 44111 (the "Building") and consisting specifically of the entire basement and first floor of the Building (the "Premises"), such Premises consisting of 21,486 square feet of Building space. The Premises is graphically depicted in the floor plans attached hereto as Exhibit A, such exhibit being incorporated by this reference.

1.2 Bathrooms. Although not included as part of the Premises, Lessee shall have a nonexclusive license to use the bathrooms located in the portion of the Building known as the Annex, the First Floor Office/Storage Room and outside the South doors of the Social Hall more specifically identified on Exhibit A, on weekdays during the hours of 6:30 a.m. to 6:30 p.m. Lessee shall be solely responsible for maintaining the bathrooms in a clean and sanitary condition and for stocking the Annex bathrooms with any and all paper products, soap, and other items necessary for Lessee's use of the same. The Office/Storage room that contains the First Floor Bathroom shall remain locked when not in use.

1.3 Parking / Traffic Patterns / Use of Picnic Tables. Although not included as part of the Premises, Lessee shall have non-exclusive use of that portion of Lessor's parking lot in the rear of the Building (i.e. to the north of the building) that is identified in site plan attached hereto as Exhibit B, such exhibit being incorporated by this reference, as parking for its staff and visitors on weekdays during the hours of 6:30 a.m. to 6:30 p.m. (the "School Hours") as well as (i) any other times outside of School Hours for Lessee's events, provided Lessee gives the Parish at least 30 days' notice of such use and such use does not conflict with a Parish event or (ii) as otherwise may be agreed to by the Parish on a case-by-case basis in its sole discretion. Notwithstanding the foregoing, Lessee's staff shall be permitted to use the parking lot identified on Exhibit B at all times

for school related purposes. Lessee shall also have non-exclusive use of the same parking lot and the ingress and egress to it for student drop off and pick up. Lessee shall ensure that such school related traffic follows the pattern shown on Exhibit B. Lessee also shall have the non-exclusive use of the entrance door located on the east side of the Building, use of the north side entrance door that accesses the Building and Annex, as well as use of the south side door and handicap ramp for ingress and egress purposes. Lessee shall also have non-exclusive use of the picnic tables and benches located on the east side of the Building.

Nothing in the foregoing Section 1.3 or in any other section of this Lease shall prohibit the Lessor, in its sole discretion, from redeveloping, repurposing, or selling any portion of the parking lots to which Lessee has been granted a non-exclusive license to use. To the extent any such parking lot or any portion thereof ceases to be a parking lot, Lessee's license to use the same shall automatically terminate. The foregoing notwithstanding, in no event shall the number of parking spaces available for non-exclusive use by the Lessee be less than 70 spaces.

1.4 Installation of Playground Equipment. Although not included as part of the Premises, Lessee may install playground equipment on the Lessor's parking lot, subject to Lessor's prior written consent with regard to the placement of such playground equipment and the dimensions of the area on which playground equipment may be installed. Upon termination of this lease, Lessor shall have the option of a) requesting the removal of such equipment and restoration of the underlying surface to its previous condition or b) accepting title to such equipment from Lessee.

1.5 Right of First Offer on Additional Space. If at any time during the Term or any renewal thereof the Lessor determines that it desires to lease any space in the Building that is not included as part of the Premises, such additional space shown in crosshatched pattern on Exhibit A (the "Additional Space"), Lessor shall give written notice (the "Lessor's Notice") to Lessee of its intent to lease such Additional Space. Upon service of Lessor's Notice, Lessee shall have a period of 15 business days within which to serve written notice ("the Lessee's Notice") upon Lessor of Lessee's intention to lease the Additional Space. If Lessee timely serves the Lessee's Notice, and provided that Lessee is not in default of this Lease, then the parties shall promptly execute a written amendment to the Lease to incorporate the Additional Space. The terms of the Lease shall apply to the Additional Space, if leased by Lessee pursuant to this Section, and the Rent for the Additional Space shall commence on the date Lessor delivers possession of the Additional Space at the same rate per square foot then paid by Lessee for the Premises at the time Lessee takes possession of the Additional Space and subject to adjustment on the same basis pursuant to Section 5 of this Lease as if the Additional Space had been included in the original Premises.

Alternatively Lessee may at any time during the Term, serve Lessor with a "Lessee Notice" stating its intent to lease a portion or all of the Additional Space. Upon service of Lessee's Notice, the parties shall promptly execute a written amendment to the Lease to incorporate the Additional Space. The terms of the Lease shall apply to the Additional Space, if leased by Lessee pursuant to this Section, and the Rent for the

Additional Space shall commence on the date Lessor delivers possession of the Additional Space at the same rate per square foot then paid by Lessee for the Premises at the time Lessee takes possession of the Additional Space and subject to adjustment on the same basis pursuant to Section 5 of this Lease as if the Additional Space had been included in the original Premises.

1.6 Parish Use of the Premises. Anything to the contrary contained in this Lease notwithstanding, the Parish shall have the right and license to use, and may grant to other parties the right and license to use the portions of the Premises known as the Library (located on the first floor of the Building) and the Social Hall (located on the ground floor of the Building) for business, educational, social or recreational functions, receptions and other activities or events after 6:30 p.m. on weekdays and any time on weekends ("after-hours"). The Parish shall coordinate and schedule its use of the Premises with the designated representative of the Lessee. Any after-hours Parish use shall have priority over any use by 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 Parish use scheduled after Lessee's event or activity or use has been scheduled. Neither Lessor nor Parish shall be obligated to pay any amount to Lessee for Parish's use of the Premises; provided, however, that the Parish shall cleanup those areas it uses to the same condition those areas were in prior to the Parish's use. Parish's use of the Premises is unrelated to the policies, operation, or uses of Lessee, and Parish's use of the Premises shall be as owner of the Premises and not as the agent, licensee, guest, or program of Lessee. Parish shall be responsible for the repair of any damage to the Premises caused by Parish or those using the Premises through Parish during the time of Parish's use of the Premises, and for providing reasonable security for the preservation of Lessee's classroom and school materials and equipment, including but not limited to student education records as defined by the Family Education Rights and Privacy Act ("FERPA"). To the extent that Lessor's negligence or misconduct causes the disclosure of any information from any student's education record in violation of FERPA, Lessor shall indemnify Lessee for any damages directly resulting from such violation.

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 and which is identified on the list attached hereto as Exhibit C, such Exhibit C being incorporated by this reference. Lessor and Lessee shall conduct an inventory of the same and each item shall be clearly marked for identification purposes and evaluated for its condition and operation. Lessee agrees to take the equipment and furnishings "as-is" and in their current condition and to return it in that condition subject to reasonable wear and tear at the end of the term.

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 unreasonably 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. Lessee shall return the equipment to Lessor in the same or similar condition as existed prior to the inception of the original Term, normal wear and tear excepted. 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 seven (7) years commencing on July 1, 2016, and ending as of 5:00 p.m. on June 30, 2023 (the "Term").

3.2 Access to Premises Prior to Term: For the period of time commencing either on the Effective Date or the date on which Lessee provides to Lessor a certificate of insurance in accordance with Section 15 of this Lease, whichever is later, through the July 1, 2016 (the "Access Period") Lessee shall have a nonexclusive right to access to the Premises for the purpose of community outreach meetings, tours with prospective students and families, and performing all work necessary to prepare the Premises for Lessee's use, including but not limited to design and construction work as well as installation of furniture, fixtures, and equipment. Lessee's use of and access to the Premises during the Access Period shall be governed and subject to all of the terms of this Lease, except as expressly indicated otherwise. All construction, alterations, installations or other work done during the Access Period shall be in compliance with the terms of this Lease, including, without limitation, Section 7 and its requirement that Lessor approve in advance all alterations, construction, and installations, which approval shall not be unreasonably withheld, conditioned or delayed. During the Access Period Lessee shall pay a flat fee of \$25 per day for each day during which Lessee utilizes or accesses the Premises to conduct meetings, business, or work to the Premises. The foregoing notwithstanding, Lessee shall not be obligated to pay any fee in order to conduct a simple site visit or walkthrough of the Premises lasting one hour or less.

Lessee agrees to inform the Parish in advance of the days and times it will be entering the Premises and whether such access will be of a nature as to obligate Lessee to pay the daily access fee. The Parish agrees to invoice Lessee for such use on a monthly basis, and Lessee shall pay to the Parish the invoiced amount within 15 days of receipt of any such invoice.

3.3 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, to the extent such is required, 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.

4. **RENEWAL TERMS:** Lessee shall have the option to renew this Lease for an additional term of five (5) years (the "Renewal Term") by providing to Lessor written notice of its election to renew in accordance with the notice provision of this Lease no less than 365 days prior to the expiration of the Term. If Lessee fails to serve notice of its election to renew the

lease as provided herein, the lease shall expire on the last day of the Term as set forth in Section 3.1 of this Lease.

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 St. Vincent de Paul Parish at the place which notices are required to be sent hereunder. The agreement to pay rent hereunder is independent of any other agreement contained in this Lease.

5.2 **Rent.** As Rent for the term of this Lease, Lessee shall pay Lessor \$6.00 per square foot per year for a total amount of One Hundred Twenty Eight Thousand Nine Hundred Sixteen Dollars (\$128,916) per year. Such amount shall be paid in equal monthly installments of Ten Thousand Seven Hundred Forty Three Dollars (\$10,743).

5.3 **Annual Rent Increase.** Each year on the anniversary of the commencement of the Term the annual Rent shall automatically increase by 2%. Lessee shall adjust its monthly Rent installment accordingly without notice or demand from Lessor.

5.4 **First Six Months of Term Rent Free.** The foregoing notwithstanding, Lessee shall have no obligation to pay Rent for the first six months of the Term (i.e. July 2016 through December 2016)

5.5 **Free Rent Reimbursement.** In addition to Lessee's monthly Rent installment payments, Lessee shall pay Lessor One Thousand Eight Hundred Seventy Five Dollars (\$1,875) per month for months 13 through 36, or years 2 and 3, of the Term. Lessee shall adjust its monthly Rent accordingly without notice or demand from Lessor.

5.6 **Security Deposit.** Lessee shall deposit with Lessor the sum of \$10,743 (the "Security Deposit") immediately upon execution of this Lease as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand therefor, deposit funds with Lessor in the amount sufficient to restore the Security Deposit to its original amount. Lessor shall not be required to keep the Security Deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration of the Lease Term and/or within sixty (60) days after the Lessee's vacation of the Premises, unless such vacation is an event of Lessee's default.

5.7 Renewal Term Rent. In the event Lessee exercises its option to renew as set forth in Section 4 of this Lease, Lessor shall provide Lessee with Lessor's proposed Fair Market Rental Rate ("FMRR"), as hereinafter defined, within thirty (30) days following service of Lessee's notice of its election to renew the Lease. Following receipt of the Lessor's proposed FMRR, Lessee shall have thirty (30) days to take one of the following actions: (1) accept in writing the proposed FMRR; (2) elect in writing to abandon the renewal option, in which case this Lease shall terminate at the end of the Lease term; (3) reach written agreement with Lessor on a different FMRR; or (4) elect in writing to have the FMRR determined by appraisal. Lessee shall be deemed to have abandoned the renewal option if Lessee fails to provide Lessor with timely written notice following receipt of Lessor's proposed FMRR as required above.

FMRR shall be determined based on recent comparable transactions involving comparable tenants and comparable space in comparable buildings in the West submarket of the Cleveland, Ohio market. Adjustments shall be made to the rate to equalize the effects of differing lease structures (net, gross, etc.), lease terms, tenant construction allowances, free rent, base years and other market concessions.

In the event that the Lessor and Lessee are unable to reach agreement on an FMRR and as a result the Lessee elects to have the FMRR determined by appraisal, then each party shall designate separate appraisers who together, shall elect a third appraiser. Each appraiser shall be a licensed Ohio appraiser, with access to current comprehensive market survey information for the West submarket of the Cleveland, Ohio market, and have no financial interest contingent upon the determination of the appraisers. Lessor and Lessee shall each pay the cost of their respective appraiser and shall share equally in the cost of the third appraiser. Within sixty (60) days following Lessee's notice of election of an appraisal, the three appraisers shall determine FMRR by a majority opinion and said determination shall be in writing and shall be final, conclusive and binding on the Lessor and Lessee.

The foregoing notwithstanding, in no event shall the Rent for the Renewal Term be less than the rental rate paid as of the final day of the Term.

6. **PURPOSE, USES, AND COMPLIANCE WITH LAWS:** Lessee shall bear full responsibility for the operation and use of the Premises during the term, and shall ensure its use is exclusively limited to the operation of an Ohio community school serving grades Pre-Kindergarten through eighth grade, including all after-school activities directly related thereto for the benefit of the students attending such school and summer camp programs administered and supervised by Lessee for the benefit of students or other youth, and for no other purpose, subject to Parish uses reserved herein. 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, for Lessee's use 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 for Lessee's use. 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 Roman Catholic Church, that promotes the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Roman Catholic Church as determined by the Bishop of Cleveland, or that is otherwise injurious to the reputation of the Parish, the Diocese of Cleveland, or the Bishop of the Diocese of Cleveland provided, however, Lessor understands that Lessee is a public school and must follow the State of Ohio's core education curriculum and other State, Federal and local education mandates. If Lessor determines that there is a violation of this section which arises as a result of, or due to, Lessee complying with teaching any Federal, State or local mandated curriculum requirements (the "Challenged Curriculum"), then Lessor shall notify Lessee of such violation in writing and provide Lessee a description of how the Challenged Curriculum violates this section. Within ten (10) days after the date such notice is delivered to Lessee, Lessee and Lessor shall meet to discuss whether there are alternative methods of teaching the Challenged Curriculum which are mutually acceptable to both Lessor and Lessee. If at such meeting Lessor and Lessee cannot agree on a mutually acceptable method of teaching the Challenged Curriculum, then Lessor shall have the right to terminate this Lease, which termination shall be subject to the provision of Section 17.2.

7. **ALTERATIONS AND FIXTURES:** Lessee may, at its sole expense and upon obtaining the prior written consent of the Lessor, such consent not to be unreasonably withheld, make such interior alterations, additions and changes (the "Alterations") in and to the Premises as it finds necessary or convenient for its purposes. All such work shall 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 Lessor's written consent, any such Alterations in the Premises shall become the property of the Lessor and be included in the Premises. Provided Lessor indicated so as part of its original consent, 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. Any fixtures permitted by Lessor and installed by Lessee on the Premises may be removed by Lessee upon the termination of this Lease only if Lessee shall repair any damage to the Premises caused by such removal.

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 and routine interior maintenance of the Premises,

including all janitorial services, and shall perform all repairs as are necessary to keep in good order, condition, and repair, the interior of the Premises, including without limitation, repairs to any appliances and kitchen equipment on the Premises to maintain their operation, as well as the replacement of 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 for Lessee's specific use and occupancy of the Premises 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 as required for Lessee's specific use and occupancy of the Premises.

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 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.

Except as otherwise provided for in this Lease, Lessor, at its expense, shall timely 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, (iv) the parking areas, drives, and other exterior improvements including windows located on the Premises.

8.3 Replacement of Kitchen Equipment.

Lessor shall be responsible for the replacement of any kitchen equipment that cannot be repaired and requires replacement during the Term. Lessor's cost of replacement of any kitchen equipment shall be reimbursed by Lessee at the end of each calendar year provided that; the cost of any kitchen equipment replacement required during the Term shall exclude all amounts recoverable by Lessor under any warranties and guarantees, and shall be amortized over the usual life of the kitchen equipment in accordance with generally accepted accounting principles and only the amortizing portion attributable to the then-current calendar year shall be reimbursed by Lessee to Lessor, prorated for any partial year. In no event shall Lessee be required to reimburse Lessor for any kitchen equipment that requires replacement as a result of the negligence or misconduct of Lessor or Lessor's invitees using the kitchen equipment.

8.4 Snow Removal.

The Lessor shall be responsible for procuring snow removal services as are necessary to remove snow and ice from the parking lots and

driveways serving the Premises. Such services shall be arranged to be completed as weather and time reasonably permit such that the Lessee may use the Premises as intended under this Lease. The Lessee shall be responsible for keeping all walkways and entranceways associated with the Premises clear and free of snow and ice. Lessee shall also promptly reimburse Lessor 50% of all invoices paid by Lessor for snow plowing, to the extent of service provided during the Lease term, upon presentation of such invoices.

8.5 Trash Removal. Lessee shall be solely responsible for procuring, at its expense, its own dumpster, to be located at a place mutually satisfactory to both Lessor and Lessee, and all trash removal services required by its use and occupancy of the Premises.

8.6 Lawn Cutting and Landscaping. Lessor shall be responsible for all lawn cutting and routine/ordinary landscape maintenance, provided that Lessee shall reimburse Lessor for 50% of the cost of all such lawn cutting and landscaping, to the extent of service provided during the Lease term.

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, bond off 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 thirty (30) 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 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 to or for Lessee 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: Lessor shall provide the following utilities to the Premises: natural gas, water, usage of sewers, and electricity. Lessor and Lessee acknowledge and agree that the Building has separate metering or submetering for natural gas usage and that Lessee shall reimburse Lessor 90% of all invoices for natural gas supplied to the Building as measured by such separate meter or submeter. Lessee and Lessor acknowledge and agree that metering for electricity and water/sewer is shared between the Parish church building and the Building. Lessee agrees that it shall reimburse Lessor for a portion of the cost of such electric, water and sewer utilities as follows:

- Electricity: 90% of all invoices.
- Water/Sewer: 82% of all invoices.

All utility accounts shall remain in the Lessor's name and shall not, under any circumstances be transferred to Lessee's name. Lessor shall provide an invoice to Lessee with

the underlying bill and Lessor's pro-ration calculation, and Lessee shall make payment on such invoice to Lessor within ten (10) days of receipt of such invoice.

Lessee shall be solely responsible for the installation and payment of all telephone or internet services for the Premises.

11. **HOLDING OVER:** In the event Lessee remains in possession of the Premises after the expiration or termination of the Lease, Lessee shall be a tenant at sufferance at 150% of the monthly rental rate in effect at the expiration or termination of the Lease, 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 AND ASSIGNING:** 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, without the prior written consent of the Lessor.

13. **LESSOR'S RIGHT TO ACCESS AND EXAMINE PREMISES:** Lessor and its 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 interfere with Lessee's use of the Premises or Lessee's business operations and shall give Lessee twenty four (24) hours prior notice (which may be oral or written notice) of Lessor's intent to enter upon the Premises. In the case of a real or apparent emergency, no such notice shall be required. Except in the case of a real or apparent emergency, Lessor and its agents and representatives shall not enter upon the Premises during regular School Hours when school is in session and during school events and programming without first signing in with the administrative office of the school operated on the Premises. Lessee retains the right to escort Lessor or its agents and representatives when on the Premises during School Hours to ensure the safety of students.

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, reasonable use and natural wear, tear and obsolescence thereof, and damage by fire and unavoidable casualty, excepted, and in a condition that is clean and free of any trash and wall coverings or other decorations. Except to the extent instructed otherwise by Lessor, Lessee shall remove any improvements and/or Alteration at the request of Lessor and shall promptly repair all damage caused by such removal so as to restore the Premises to the condition it was in as of the Effective Date. The foregoing notwithstanding, Lessee shall not be required to remove any floor coverings or carpet unless Lessor required such removal as a condition of its consent to the installation of such floor covering or carpet.

15. **INSURANCE; WAIVERS; SUBROGATION; INDEMNIFICATION:**

15.1 Lessee's Insurance.

15.1.1 Commercial General Liability Insurance. Throughout the Term, Lessee shall, at its sole cost, obtain and maintain commercial general liability insurance with respect to Lessee's business operations, and use and occupancy of the Premises, and the operations related thereto, whether conducted on or off the Premises, against liability for personal injury, including bodily injury and death, and property damage. Such comprehensive general liability insurance shall be on an occurrence basis and specifically shall include: (1) contractual liability to cover Lessee's obligation to indemnify Lessor as required under this Lease; and (2) water damage and sprinkler leakage legal liability. All such insurance against liability for personal injury, including bodily injury and death, and property damage as specified above shall be written for a combined single limit of not less than One Million Dollars (\$1,000,000) or such greater amount which is in accordance with Lessee's current liability policies or which Lessee is then maintaining for the Premises.

15.1.2 Property Insurance. Throughout the Term, Lessee shall, at its sole cost, obtain and maintain "Special Form" insurance insuring all of Lessee's personal property, furnishings, furniture, fixtures, equipment, and contents at their full insurable value on a replacement cost basis.

15.1.3 Worker's Compensation Insurance. Lessee further covenants and agrees, at its sole cost and expense, to take out and maintain at all times all necessary worker's compensation insurance covering all persons employed by Lessee in and about the Premises.

15.1.4 Contractor Insurance. During the course of any alteration or repair work undertaken by a contractor hired by or for Lessee, Lessee shall require such contractor to carry public liability insurance in limits of not less than the amounts herein specified for Lessee or such other amounts reasonably approved by Lessor.

15.1.5 Automobile Insurance. Lessee further covenants and agrees, at its sole cost and expense, to take out and maintain at all times comprehensive automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and other vehicles utilized in connection with Lessee's operations with a limit of not less than \$1,000,000.00 per accident.

15.1.6 Additional Insureds. The following parties shall be named as additional insureds under the Lessee's commercial general liability policy referred to in Section 15.1.1:

- The Bishop of the Diocese of Cleveland
- The Roman Catholic Diocese of Cleveland
- St. Vincent de Paul Parish (Cleveland).

15.1.7 Insurance Providers. Lessee shall obtain all coverage required by this Section 15.1 from providers that are at least "A" rated by A.M. Best Company and licensed in the State of Ohio.

15.1.8 Insurance Certificates. Lessee shall provide to Lessor a certificate of insurance evidencing all coverages and endorsements set forth in this Section 15.1 as soon as reasonably possible after the Effective Date, but in no event more than 30 days after the Effective Date, and then again not less than ten (10) days prior to the expiration of such policies of insurance.

15.1.9 Additional Insurance Provisions. Each policy of insurance required to be carried pursuant to the provisions of this Section 15.1 shall contain an agreement by the insurer that such policy shall not be canceled, modified or denied renewal without such insurer endeavoring to provide at least ten (10) days prior written notice to the Lessor and a waiver of subrogation by the insurer.

15.2 Lessor's Property Insurance. Throughout the Term, Lessor shall carry and maintain all risk property insurance on the Building providing coverage for loss or damage under a "Special Form" or equivalent policy, such insurance to be written with full replacement coverage (i.e., in an amount equal to the greater of (i) 100% of the full costs of replacement of such improvements and personal property with agreed amount endorsements, less the cost of excavations, foundations and footings below the basement floor, or (ii) an amount sufficient to prevent Lessor from becoming a co-insurer of any loss under the applicable policy).

15.3 Waiver of Liability and Subrogation. Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss or damage to their respective property in or about or constituting a part of the Premises, as the case may be, to the extent such loss or damage is required under this Lease to be, or is actually, insured against under the injured party's policy, including deductibles and any "all risk" endorsements thereof, whether due to negligence or any other cause. This waiver shall take priority over any indemnity obligations and other liabilities or obligations of the parties under this Lease and shall apply notwithstanding such provisions. This waiver also applies to each party's directors, officers, employees, and agents or other parties claiming through Lessor and Lessee by subrogation or otherwise.

15.4 Indemnification.

15.4.1 Lessee's Indemnification. Lessee shall, to the fullest extent allowed by law, indemnify and save Lessor, the Roman Catholic Diocese of Cleveland, the Parish and their respective officers, shareholders, beneficiaries, partners, representatives, contractors, agents and employees 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, 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, or (d) Lessee's violation of applicable laws. Lessee shall not be responsible for any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys' fees and litigation costs, arising out of or relating to any negligent acts of Lessor or Lessor's willful misconduct or the negligent acts or willful misconduct of the Parish and any agents, contractors, employees, guests, licensees or invitees of Parish. In the event Lessor 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 Lessor 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 Lessor's attorneys fees in connection therewith shall be added to Lessee's agreement to indemnify Lessor and shall bear interest at the rate of ten percent (10%) per annum.

Lessee acknowledges that in agreeing to indemnify Lessor pursuant to this section, it is waiving, as to Lessor and the matter for which indemnification is claimed, 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.

15.4.2 Lessor's Indemnification. Lessor and Parish shall, to the fullest extent allowed by law, indemnify and save Lessee, and its respective officers, shareholders, beneficiaries, partners, representatives, contractors, agents and employees 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, arising out of or relating to: (a) Lessor's or Parish's default under this Agreement; (b) Lessor's or Parish's use of certain areas referenced herein; (c) any act or omission of Lessor, its agents, contractors, employees, servants, or sublessees or (d) Lessor's or Parish's violation of applicable laws. Lessor and Parish shall not be responsible for any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys' fees and litigation costs, arising out of or relating any negligent acts or willful misconduct of Lessee or any Lessee Party. In the event Lessee is made a party to any litigation commenced by or against Lessor to which the foregoing indemnity of Lessor would apply, then Lessor shall defend Lessee by counsel reasonably satisfactory to Lessee and pay all costs, and expenses incurred or paid by Lessee in connection therewith, failing which the entire amount thereof together with Lessee's attorneys' fees in connection therewith shall be added to Lessor's agreement to indemnify Lessee and shall bear interest at the rate of ten percent (10%) per annum, if not timely paid.

Lessor acknowledges that in agreeing to indemnify Lessee pursuant to this section, it is waiving, as to Lessee and the matter for which indemnification is claimed, 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.

15.5 Survival. The waivers and indemnities set forth in Section 15 of this Lease shall survive termination or expiration of this Lease and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this 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 Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

17. DEFAULT AND TERMINATION:

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

- i) Failure to comply with Section 3.3, 5, 6, 10 or 12 of this Lease within five (5) days of the date performance is due, if related to the payment of any monetary obligations, or within five (5) days of the service of a notice of default, in the event of any non-monetary obligation;
- ii) Failure of Lessee to remove or bond off 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;
- iii) 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, excluding the days which constitute the summer break of the school operating on the Premises;
- iv) Failure to comply with any other provisions of this Lease for thirty (30) 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;
- v) 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 (which is not released/dismitted within sixty (60) days of filing) or makes an assignment for the benefit of creditors.

17.2 Occurrence of Default: Upon the occurrence of a default by Lessee, after the expiration of applicable cure/grace/notice periods, 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 and after the expiration of applicable cure/grace/notice

periods, 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 17.2 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.

The foregoing notwithstanding, in the event Lessor desires to terminate this Lease as result of an event of default arising out of Lessor's determination that the Challenged Curriculum is violation of Section 6 of this Lease and Lessor and Lessee were unable to mutually agree to an alternative method of teaching the Challenged Curriculum, then Lessor may only terminate this Lease effective June 30th of any given year of the Lease. In such event, Lessor shall provide Lessee with notice of its election to so terminate no later than the December 31st prior to such June 30th date. Such notice shall be in writing and in accordance with the notice provisions as set forth in paragraph 25 herein. In such event, all rights and duties under this Lease shall terminate on such June 30th (it being clear that Lessee's obligation to pay any rent or any reimbursable expenses up to and including the termination date, as provided by this Lease, shall survive until such payments are made).

17.3 Early Termination by Lessor: In addition to termination as a result of default as described above, Lessor may terminate this Lease Agreement effective as of June 30th of any given year of the Term or any renewal term without further obligation in the event that the Bishop of the Diocese of Cleveland closes or merges the Parish with any other parish or parishes. Lessor shall provide Lessee at least three hundred sixty (360) days advance written notice in accordance with the notice provisions as set forth in paragraph 26 herein of its decision to terminate the Lease pursuant to this provision.

Upon termination of the Lease pursuant to this Section 17.3 all rights and duties under this Lease shall terminate with exception of any provision which by the terms of this Lease expressly survives the expiration or termination of the Lease as well as Lessee's obligation to pay any rent which may be due through the termination date, all reimbursable expenses up to the termination date which are payable to Lessor in accordance with the terms and conditions of this Lease.

17.4 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.

18. **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 or Lessor. In the event that at any time during the Term the Premises are partially damaged or destroyed by fire or other casualty or substantially damaged so as to render them or a material portion thereof untenable, then there shall be a just and proportionate abatement of the Rent payable hereunder, until the Premises are made suitable for Lessee's occupancy. In the event of any casualty damage to the Premises, Lessor shall proceed at its expense and with reasonable diligence to repair and restore the Premises (not including Lessee's fixtures, equipment and furniture) to substantially the same condition they were in immediately prior to such casualty. In the event the Premises have not been restored to a condition substantially suitable for their intended purpose within one hundred and eighty (180) days following the date of such casualty, then Lessee may terminate this Lease by written notice given to Lessor within fifteen (15) business days following such one hundred and eighty (180) day period.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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 thirty (30) 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. Upon the expiration or earlier termination of the Lease, Lessee shall be obligated to pay prorated Taxes for any partial tax period. To the extent that the Premises is part of a larger tax parcel that includes other property of Lessor 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 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 associated with such contest, including but not limited to reasonable attorney fees. Lessor agrees to cooperate fully with Lessee in filing any application for reduction or remission of or exemption from real estate taxes as requested by Lessee, including without limitation executing any documents requested by Lessee which require the signature of Lessor as landowner or which Lessee deems desirable in connection with any such application.

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 or Lessor contained in the Premises regardless of when such taxes become due and payable and, if said tax(es) are for Lessor'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.

24. **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.

25. **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 served upon 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; (c) if given by facsimile, upon confirmation of transmission by facsimile; or (d) if given by email, upon confirmation of the receipt of such email.

Lessor:

St. Vincent de Paul Parish
Attn: Pastor or Administrator
13400 Lorain Ave.
Cleveland OH, 44111

Fax: (216) 252-6993

With a copy to:

Diocese of Cleveland Legal Office
1404 East Ninth St. – Suite 701
Cleveland, OH 44114

Fax: 216-781-7732

Lessee:

Global Ambassadors Language Academy
Attn: Meran Rogers
1606 Compton Road
Cleveland Heights, OH 44118

Fax: n/a,
Email: meran@gala-prek8.org

With a copy to:

Amy E. Goodson, Esq.
288 S. Munroe Road
Tallmadge, OH 44278

Fax: 330-923-8122

26. **SIGNS:** Lessee may erect such signs upon the Premises as may be in compliance with appropriate local government regulations respecting such, provided such signage is approved by the Lessor in advance, in writing. Approval shall not be unreasonably withheld or delayed.

27. **EMINENT DOMAIN:** If all or any part of the Premises 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. The Lease shall terminate as to the date title vests in the appropriating authority and Rent shall be apportioned as of that date.

If any part of the building other than the Premises shall be so taken and appropriated, Lessor shall have the right at its option to terminate this Lease. 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.

If any part of the Premises is taken or condemned for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated, Rent shall be reduced for the period of such taking by an amount which bears the same ratio to Rent then in effect as the number of square feet of rentable area in the Premises so taken or condemned, if any, bears to the number of square feet of rentable area specified in Section 1.1. Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of leasehold improvements and personal property installed by Tenant) to restore the Premises remaining to as near its former condition as circumstances will permit, as a complete architectural unit. In the event of any taking or condemnation described in this Section, the rentable area of the Premises stated in Section 1.1 shall be reduced for all purposes under this Lease by the number of square feet of rentable area of the Premises, if any, so taken or condemned.

28. **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.

29. **LESSOR'S REPRESENTATIVE:** The Pastor, Administrator, or Presbyteral Moderator of the Parish shall serve as Lessor's representative for the purposes of this Lease, except that no modification, amendment, renewal, or any other change to this Lease shall be effective unless such is signed by the Bishop of Cleveland or his successor.

30. **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.

31. **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.

32. **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.

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

34. **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 10 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.

35. **ESTOPPEL CERTIFICATE.** Lessee shall, within 10 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.

36. **ATTORNMENT.** In the event of any foreclosure of any mortgage on the Premises, Lessee shall attorn to the purchaser at the foreclosure sale; provided however that Lessee's obligation to attorn is expressly conditioned upon receiving the customary nondisturbance agreement from any such mortgagee whereby the purchaser agrees to recognize Lessee's rights under this Lease so long as Lessee is not in default hereunder. Lessee shall execute and deliver, within 10 days after written request by Lessor, an instrument providing for such attornment that includes such terms and conditions as may be reasonably requested by Lessor or any mortgagee of the Premises.

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

38. **LIMITATION ON LIABILITY.** Notwithstanding the fact that the Bishop of Cleveland owns the Premises, the Parish is the beneficial owner of the Premises and has full use and control of the Premises. Consequently, Lessee agrees and acknowledges that the Parish is solely responsible for fulfilling Lessor's obligations hereunder. Lessee waives and releases the Diocese of Cleveland from any and all claims, injuries, damages, fines, liens, judgments, penalties, liabilities, causes of action, losses, costs or expenses, including, without limitation, any and all sums paid for attorneys' and professional fees and litigation costs, that Lessee may have against the Diocese of Cleveland as a result of any failure of the Parish to fulfill the obligations and agreements of the Lessor. In addition, if Lessee obtains a judgment for any claim under this Lease, such judgment shall be satisfied solely out of the Premises and the assets of the Parish, and Lessee shall have no right or claim against any assets of the Diocese of Cleveland or the Bishop of Cleveland. Lessor's liability for any matter in any way relating to or arising out of this Lease shall be limited to Lessee's actual direct damages, and Lessor shall not be liable for any consequential or special damages.

39. **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.

40. **BROKER COMMISSION**: Lessor hereby represents to the Lessee that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than with Allegro Realty Advisors (the "Lessor's Broker"). Lessee hereby represents to the Lessor that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than with Jones Lang LaSalle (the "Lessee's Broker"). Lessor hereby agrees to pay all amounts owed to Lessor's Broker, pursuant to a separate written agreement by and between them, with the understanding that such commission shall be split equally between Lessor's Broker and Lessee's Broker.

Lessor and Lessee hereby each indemnify the other against all costs, expenses, reasonable 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 40 shall survive the expiration or earlier termination of this Lease.

[Remainder of Page Intentionally Blank - Signatures on Following Page]

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

LESSOR

By: Richard G. Lennon

Print: Most Reverend Richard G. Lennon

Title: Bishop of the Diocese of Cleveland
as Trustee for St. Vincent de Paul
Parish (Cleveland)

Date: May 23, 2016

LESSEE

By: Elizabeth Hijar

Print: Elizabeth Hijar

Title: Board Chair, Global
Ambassadors Language Academy

Date: 5/19/16

Requested and Accepted:

By: Rev. Kenneth F. Wallace

Print: Rev. Kenneth F. Wallace

Title: Pastor, St. Vincent de Paul Parish

Date: 5/20/16

STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Most Rev. Richard G. Lennon, Bishop of the Roman Catholic Diocese of Cleveland who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his capacity as Trustee for St. Vincent de Paul Parish (Cleveland).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 23rd day of May, 2016.

Kevin T. Burke
NOTARY PUBLIC

KEVIN T. BURKE, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.



STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Elizabeth Hyar, 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 Cleveland, Ohio this 19th day of May, 2016.

Erik F. Meinhardt
NOTARY PUBLIC

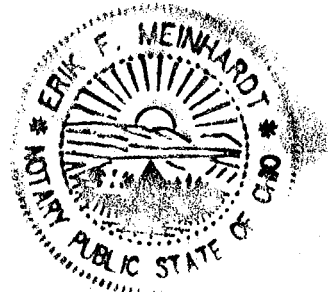


EXHIBIT A

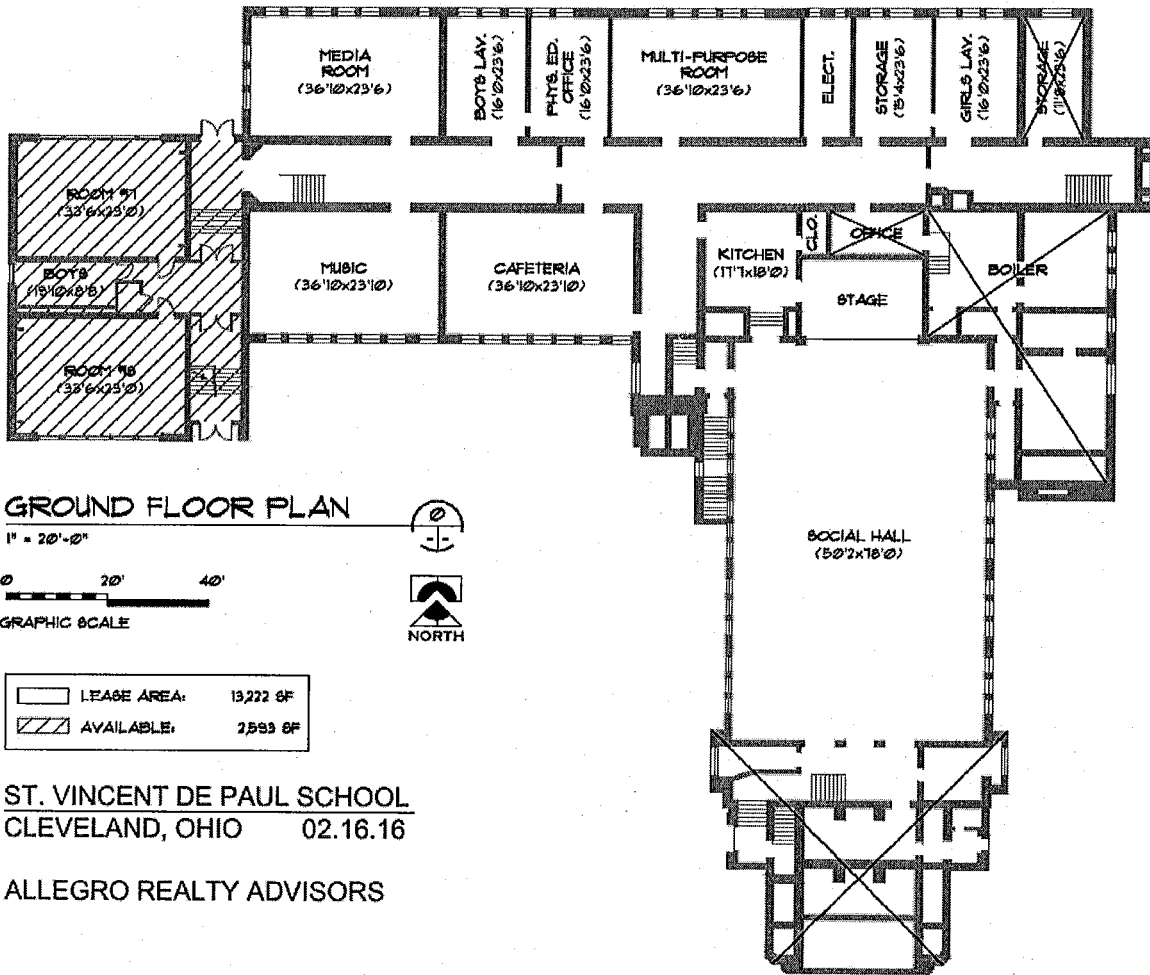
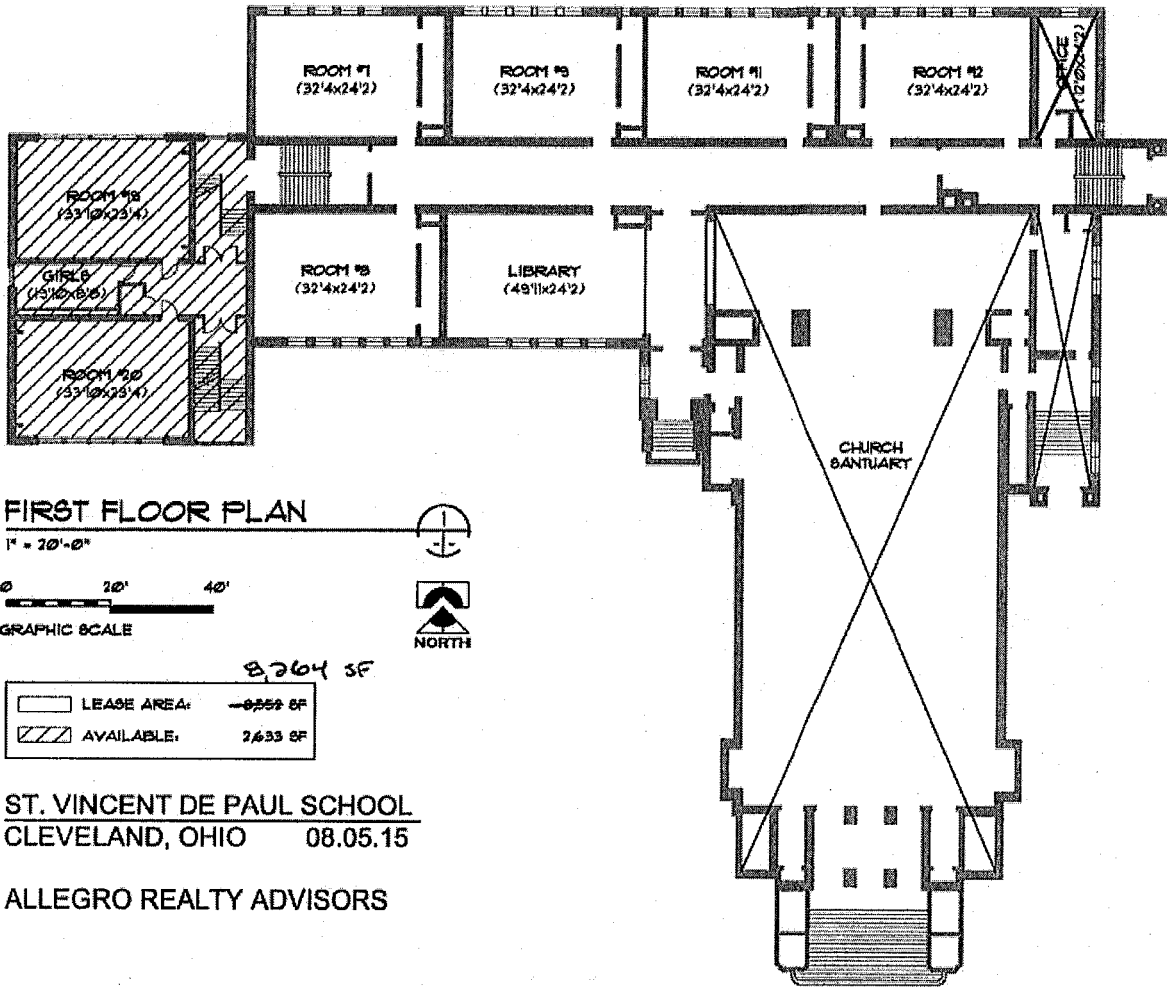


EXHIBIT A



FIRST FLOOR PLAN

1" = 20'-0"



GRAPHIC SCALE



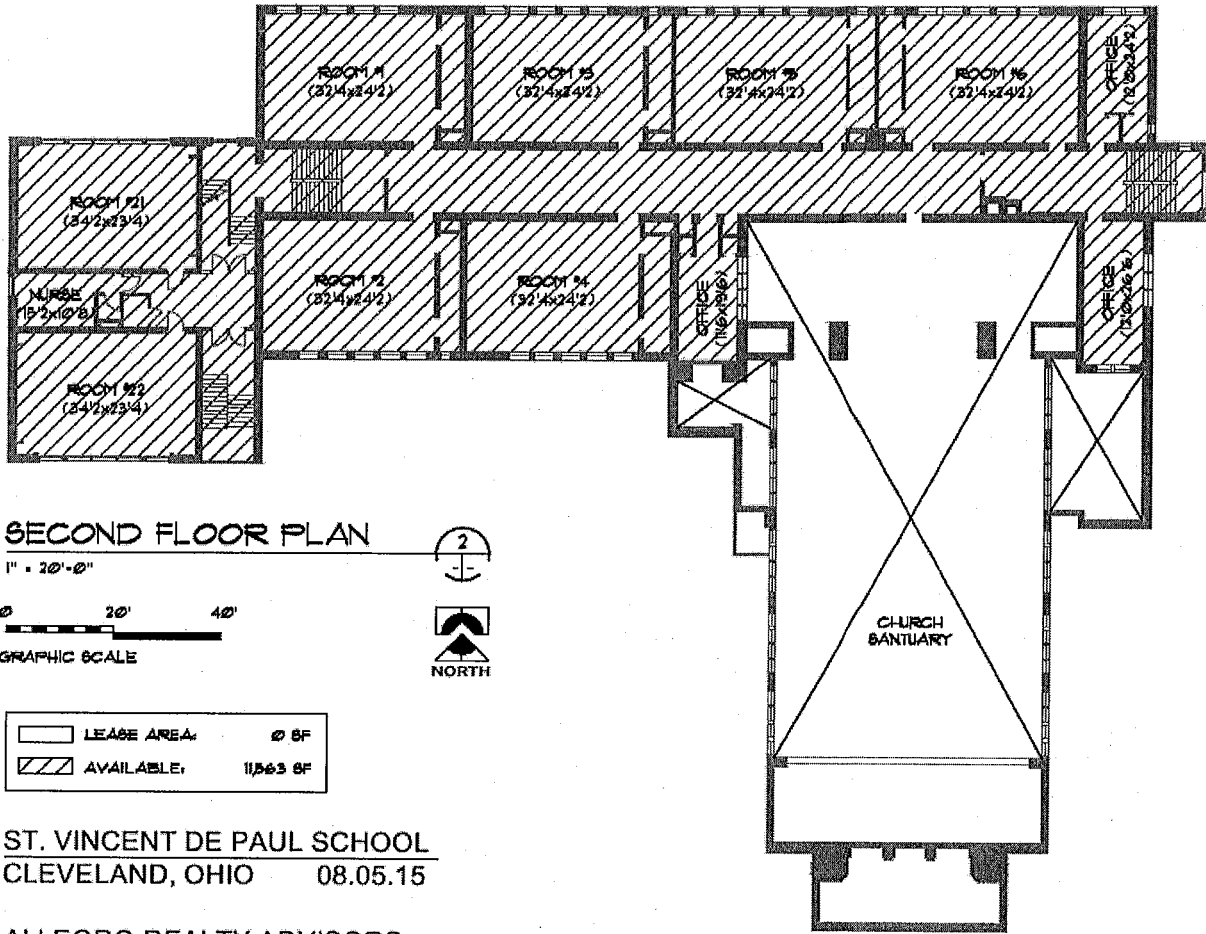
	LEASE AREA:	8,252 SF
	AVAILABLE:	2,633 SF

8,264 SF

ST. VINCENT DE PAUL SCHOOL
CLEVELAND, OHIO 08.05.15

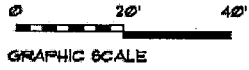
ALLEGRO REALTY ADVISORS

EXHIBIT A



SECOND FLOOR PLAN

1" = 20'-0"



	LEASE AREA:	0 SF
	AVAILABLE:	11,863 SF

ST. VINCENT DE PAUL SCHOOL
CLEVELAND, OHIO 08.05.15

ALLEGRO REALTY ADVISORS

Exhibit B

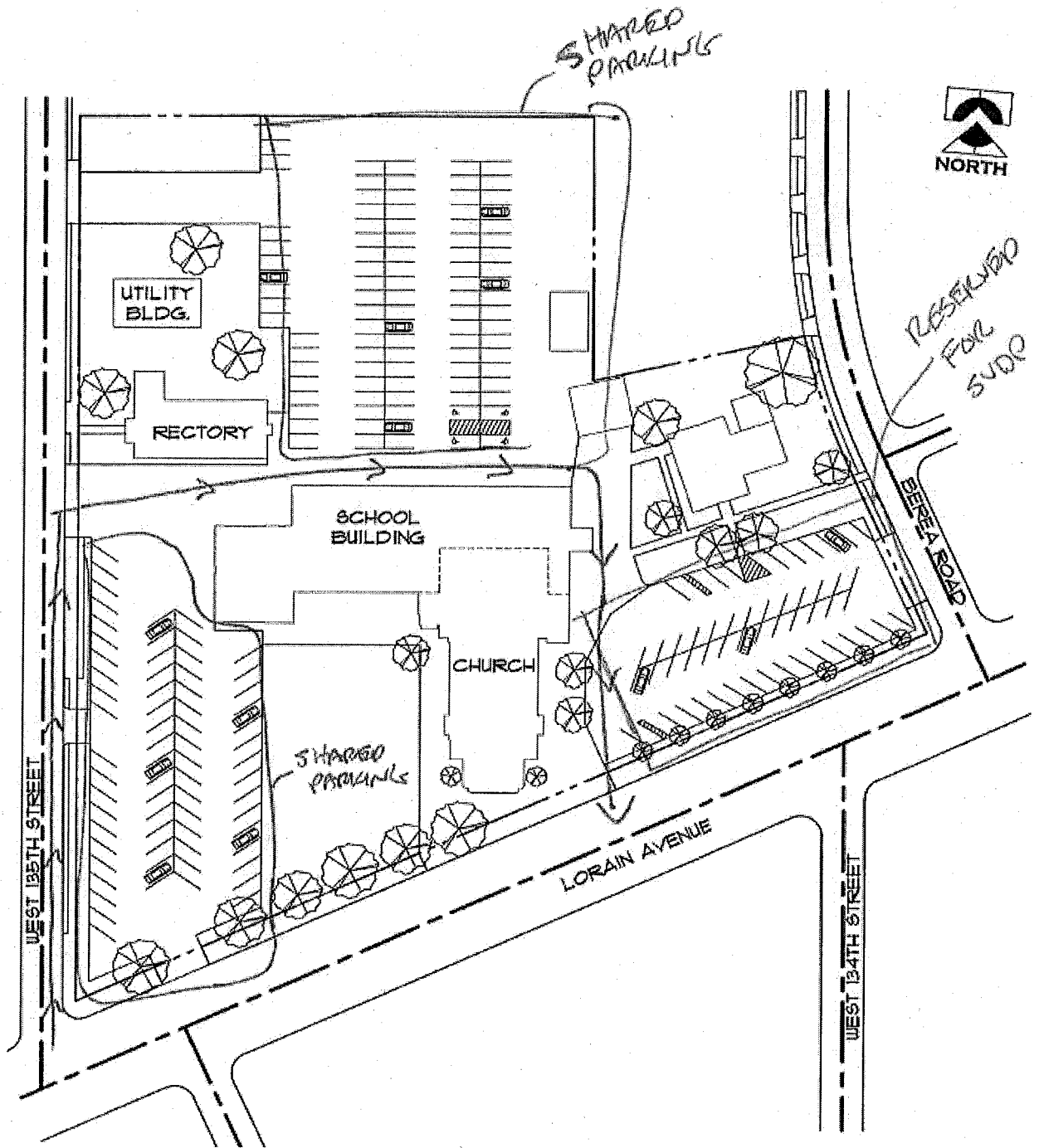


Exhibit C

Room Name	Teacher Chair	Chairs	Desk	File Cabinet	Teacher Desk	Storage Cabinet	Table	Shelf	Piano	Card Catalog
Media	1	16	0	2	0	9	1	0	0	0
Cafeteria	0	0	0	0	0	0	10	0	0	0
Multi	0	0	0	0	0	0	2	0	0	0
Music	0	56	23	0	1	1	0	0	1	0
Library	1	39	0	0	1	1	6	23	0	2
17	0	0	0	0	0	0	0	0	0	0
18	3	6	0	0	3	1	7	2	0	0
19	1	19	0	0	1	0	4	0	0	0
20	1	1	2	0	0	1	1	1	0	0
21	0	0	0	0	1	0	2	0	0	0
22	1	19	9	2	0	0	0	0	0	0
1	0	0	0	0	0	0	1	0	0	0
2	1	27	26	0	4	0	0	0	0	0
3	1	22	21	0	1	0	0	0	0	0
4	2	26	28	0	0	0	0	0	0	0
5	0	0	0	3	0	3	0	1	0	0
6	0	68	23	0	1	0	0	0	0	0
12	1	18	18	0	1	0	1	0	0	0
11	2	41	20	0	1	0	0	0	0	0
9	1	20	20	0	1	0	0	0	0	0
7	1	21	20	0	1	0	0	0	0	0
8	1	36	22	0	1	0	4	0	0	0
Totals	18	435	232	7	18	16	39	27	1	2
Room Name	Refrigerator	Freezer	Stove	Oven	Prep Table	Hand Sink	3 Comp. Sink	Not Used	Not Used	Not Used
Kitchen	1	1	1	1	1	1	1	-	-	-

Governing Authority Composition

Global Ambassadors Language Academy

Name

Asimou, George
Colombi, Jessica
DiDonato, Frances
Golden, Ph.D., Sandra
Hamilton, Scott
Laughlin Caroff, Kristen
Peddicord, Samantha
Ratner, Joel
Surratt, Jaclyn
Yunker, Jacqueline

Email Address

george@gala-prek8.org
cjessica@gala-prek8.org
fran@gala-prek8.org
sandra@gala-prek8.org
hamiltonscott02@gmail.com
kristen@gala-prek8.org
samantha@gala-prek8.org
jratner@clevelandnp.org
jackie@gala-prek8.org
jacquie@gala-prek8.org

Contact the members by mail:

13442 Lorain Avenue, Cleveland, OH 44111

Contact the members by phone:

(216) 315-7942

FIRST AMENDMENT TO BYLAWS OF
GLOBAL AMBASSADORS LANGUAGE ACADEMY
COMMUNITY SCHOOL

In order to allow the Board of Trustees (the“Board”) to establish different categories of Trustees; elect Trustees throughout the year; establish more than two standing committees of the Board; and for other reasons reflecting the current practices of the Board, the Bylaws of the Global Ambassadors Language Academy Community School Bylaws shall be amended as follows:

1. The last sentence of Article II, Section 1 shall be removed.
2. Article II, Section II shall be removed and replaced with the following:

“Section 2. DESCRIPTION. Board members shall be sought who reflect the qualities, qualifications and diversity determined by the Board. There shall be three categories of Board members:

 - a. Principal Trustees: Principal trustees shall possess voting rights. They may take an excused leave of absence from the Board.
 - b. Ex Officio Trustees: The founding director of the GALA shall be an ex officio trustee. Ex officio trustees shall not possess voting rights.
 - c. Honorary Trustees: Honorary trustees shall be elected by the Board to serve at the pleasure of the Board. Honorary trustee shall possess voting rights but need not meet the meeting requirements per Article II, Section 8.”
3. The first sentence of Article II, Section 7 shall be removed and replaced with the following: “All successor Board members shall be nominated by a majority of the full Board at an election held each year at the annual meeting; provided, however, the Board reserves the option to nominate and elect Board members from time to time as it deems appropriate.”
4. The first two sentences of Article IV, Section 2 shall be removed.
5. The last sentence of Article IV, Section 2 shall be removed and replaced with the following: “Standing committees shall include, but not be limited, to the following:”
6. Article IV, Section 2(2) shall be removed and replaced with the following:

“The Finance Committee shall be chaired by the Treasurer. The duties of the Finance Committee shall include:

 - a. Develop and review fiscal procedures for GALA;
 - b. Work with staff to prepare and propose an annual budget for GALA;
 - c. Oversee the financial assets, liabilities, revenue and expenditures of GALA.”

7. The term “quarter” shall be replaced with the term “month” in the first sentence of Article V, Section 1.
8. The following sentence shall be added to the end of Article V, Section 3: “Only principal trustees who are not on an excused leave of absence shall be counted for purposes of determining the existence of a quorum of the Board of Trustees.”
9. Article IX, Section 1 shall be removed and replaced with the following: “These Bylaws may be amended at a regular or annual meeting where a quorum is present by a majority vote of Board members; provided that notice of the proposed amendment is sent via electronic mail to each Trustee at least five (5) days prior to the meeting at which the amendment is to be considered.”

This First Amendment was approved by the Board on May 28, 2014.

Global Language Ambassadors Academy

Education Plan

Mission, Core Values, and Vision

Mission

The mission of Global Ambassadors Language Academy (GALA) is to ensure each student achieves lifelong academic success, bilingualism, and appreciation for diversity, in an engaging and academically-rigorous language immersion environment. GALA is a new, international, dual language immersion, K-8 school in Cleveland, Ohio. As a nonprofit, public charter school, GALA is tuition-free and will enroll students from within and around Cleveland. GALA's innovative educational model aligns with *The Cleveland Plan*, and has the support of the Cleveland Metropolitan School District (CMSD) and the Cleveland Transformation Alliance. The Cleveland Transformation Plan is a bold effort to help Cleveland children in failing schools by re-envisioning the district's organizational and legal structure, and enlisting high-quality, innovating charter schools like GALA as partners.

The GALA education model—one that blends dual language immersion with an IB framework, and is designed to meet the unique needs of low-income students—will provide a supportive learning environment for all students to reach their goals and develop their own definition of success. As a dual language immersion school, GALA will provide instruction across all core subjects in two languages: English and a Target Language—leading to dual proficiency in reading, writing, listening, and speaking by third grade. GALA will implement a one-way, dual language immersion model in both the Mandarin Immersion Program (MIP) and Spanish Immersion Program (SIP). One-way (sometimes referred to as “foreign”) is the model used with a majority student population with little or no target language skills. Students at GALA will learn with the support of two or more teachers per grade: one to provide instruction exclusively in the target language and the other to provide instruction exclusively in English. GALA will be the *first* school in Northeast Ohio (a 150 mile radius) that offers a one-way (foreign) dual language immersion model, and the only school in Ohio to provide dual language immersion in Mandarin, giving Cleveland students an opportunity experienced by very few children in the country—and none in Ohio. Furthermore, GALA's Mandarin immersion program will be one of only 197 in the nation.

There is significant research on the demonstrable link between higher levels of academic achievement with high-needs, low-income students through the implementation of language immersion programs. GALA's language immersion model will provide a high quality, rigorous educational option to students in a high-poverty school district and use research findings and best practices from model schools to effectively serve a majority low-income and minority population.

GALA is also innovative by pairing a language immersion model with an International Baccalaureate (IB) framework. Once certified, GALA will be the second IB public school within CMSD and within the City of Cleveland. As an international school, GALA's curriculum will be aligned with Ohio's New Learning Standards (Common Core) within the framework of the *International Baccalaureate Primary Years Programme (IB PYP)*. IB is a Swiss-based education program renowned for its international framework and inquiry-based learning. IB World Schools develop students' intellectual, personal, emotional and social skills to prepare them to live, learn, and work in a rapidly globalizing world. Most importantly, students in IB programs usually score higher than District and State averages in reading and math assessments. Presently, more than 1,200 IB World Schools teach the PYP in 106 countries, and yet the state of Ohio has only 21 PYP schools, with currently only one in Cleveland, Ohio.

The IB PYP is designed for students ages 3 to 12 and focuses on development of the whole child as an inquirer, both in the classroom and the outside world. GALA will submit a candidacy application to become an IB school in April 2017, during GALA's first year of operation. The authorization process requires extensive

staff training, parent education, shared leadership, and collaborative teaching practices throughout the school. Though authorization is not expected until 2020, GALA will implement the IB PYP at the start of the 2016-2017 school year, thus scaffolding fidelity to the model from the beginning.

GALA's success at meeting its mission will be measured by individual student and schoolwide assessments. In addition, GALA's purpose is to address the inequities we currently see in academic outcomes for low-income students and students of color in Cleveland. With this goal in mind, GALA's academic model has been strategically designed to eradicate this achievement gap by increasing overall achievement, increasing high school graduation rates, and ensuring students are globally competitive, and college, career and life ready.

Vision

GALA's vision is to create a better world through education, elimination of language barriers, and preparation of global leaders for the future. As the only foreign language immersion school in Northeast Ohio, GALA will be meeting a need that is currently not being met – providing instruction that leads to fluency in two languages, international mindedness, and high academic achievement in all subject areas. GALA believes that all students, regardless of socioeconomic status are able to learn and achieve at the highest levels when provided with a school that is designed and prepared to teach, support, and hold them to high expectations. GALA students will graduate with cultural competency as well as appreciation for diversity and inclusiveness in every aspect. Above all, our students will be leaders across the globe and especially in Cleveland. It is our hope that our students will create a new and empowered narrative about low-income students and students of color in urban school districts.

Additionally, the opening of GALA supports the Cleveland Academic Transformation Plan and assists CMSD in the development of its "Portfolio Strategy". GALA represents a unique, high quality, public school option that will prepare children for success in the 21st century global economy. With a commitment to excellence, integrity and high academic achievement, GALA will provide the residents of Cleveland with a high quality and rigorous language immersion school that will ensure all students are ready for college and future workforce demands. Families in our target Cleveland neighborhood deserve high quality options that are too often only available to their suburban peers.

Core Values

Throughout its vision, mission, and the implementation of the principles of International Baccalaureate (IB), GALA espouses seven core values and holds these centrals as foundational beliefs for the development of our model that will inform our school climate, culture and community as we open for the 2016-2017 school year. These values are: (1) Diversity; (2) Inclusivity; (3) Lifelong learning; (4) Questioning and Inquiry; (5) Collaboration; (6) Innovation; and (7) Love.

GALA values diversity. This is evident in the school's model as a language immersion school and aligns with GALA's belief that all students, regardless of race, socio-economic background, or native language, can achieve at high-levels when given a safe learning environment coupled with high-expectations. However, diversity without inclusivity leaves families and students feeling alienated and misunderstood. That is why GALA is designed to meet the needs of the target community by including their dreams, needs, strengths, and challenges in the planning process. This is done by providing platforms where community voices can be heard and validated, such as community meetings where all stakeholders are invited to contribute and participate. Additionally, GALA sees learning as a lifetime commitment and demonstrates this by continuously working to improve. GALA students will also internalize learning as a gift that goes outside of

the school walls and extends into everyday life. GALA’s IB curricular design closely aligns with the belief that lifelong learning is a gift by highlighting in-depth, child-centered inquiry, critical thinking, and questioning as core principles.

As GALA grows, it is important that the questioning and inquiry be done by many stakeholders in order to promote a model of continuous improvement, and in order to maintain accountability for the school’s mission, goals, and vision. This will be done by honoring the value of collaboration with all stakeholders – including students, families, donors, and school leadership. Modeling this collaborative, engaged process at all levels is especially important for students as they grow their own skills in cooperative learning inside and outside of the classroom. Innovation is critical as GALA settles into the needs of the community and students that it serves, and GALA commits to innovate when necessary in order to ensure that growth and learning are not just reflected upon but also acted upon. Last but not least, GALA values love. Love is at the root of all positive and inspiring relationships, and GALA knows that students who develop deep relationships with the adults in their school perform better, smile more, laugh louder, and are more likely to overcome challenges, and become leaders. At GALA we believe that by teaching and modeling the values of diversity, inclusion, lifelong learning, questioning and inquiry, collaboration, innovation and love for our young students, we will establish a safe, positive and welcoming school climate, culture and community for all of our stakeholders to actively engage in.

Additionally, GALA values a holistic concept of student success based on the seven character strengths defined by Paul Tough in “How Children Succeed: Grit, Curiosity, and the Hidden Power of Character” (2013) as key to student success:

- Grit: perseverance and passion for long-term goals
- Curiosity: a strong desire to learn or know something—a search for information for its own sake
- Self-control: controlling one’s own responses so they align with short- and long-term goals
- Social/Emotional Intelligence: understanding feelings and using them to inform actions
- Zest: an approach to life that is filled with excitement and energy
- Optimism: being hopeful about future outcomes combined with the agency to shape the future
- Gratitude: the appreciation for the benefits we receive from others, and the desire to reciprocate.

GALA will use resources provided by the Character Lab, a nonprofit with a mission to develop, disseminate, and support research-based approaches to character that enable children to learn and flourish, and the IB Learner Profile to design a positive behavior support framework that helps teachers, students, and parents foster behaviors to develop these seven strengths. Within this framework, GALA’s teachers will incorporate and model the seven traits using real and fictional examples in the classroom. Teachers will also work with students to set personal goals and track their progress using materials developed by both Character Lab and IB PYP.

Curricular Plan

The GALA education model that blends dual language immersion with an IB framework, and is designed to meet the unique needs of low-income students—will provide a supportive learning environment for all students to reach their goals and develop their own definition of success. Our curricular plan is aligned to meet the goals outlined in GALA’s Performance and Accountability Plan.

The Framework: International Baccalaureate Primary Years Programme (IB PYP)

GALA recognizes that a foundation in literacy and numeracy alone will not prepare students for college, careers, and an enriched and fulfilling life. GALA’s student-driven inquiry-based IB PYP framework will

support students as they develop, utilize a range of personal skills, knowledge, and personal attributes, and discover myriad opportunities to build readiness to succeed in the 21st century global economy. GALA's curriculum will be aligned with Ohio's New Learning Standards (Common Core) within the framework of the IB PYP, and later the *Middle Years Programme* (MYP) as GALA adds grade levels. As is explained in our mission above, the IB PYP is designed to prepare students ages 3 to 12 to be active participants and self-directed learners; and the IB MYP is for students ages 11 to 16.

The international body that founded and oversees the IB endeavors that the IB PYP "encourages students to develop independence and to take responsibility for their learning." The model will "inspire students to ask questions, to pursue personal aspirations, to set challenging goals and to develop the persistence to achieve them." As an IB PYP school, the GALA learning environment will "help students to develop the imagination and motivation they need in order to meet their own needs." The IB model focuses on the development of the whole child as an inquirer, both in the classroom and the outside world. In doing so, the central focus is pulled away from the teacher and is instead placed on the student, making room for a personalized, self-directed approach to teaching and learning.

The most distinctive feature of the IB PYP is its six transdisciplinary themes, which provide IB schools the opportunity to infuse their curriculum with local and global issues, giving students the chance to learn across subject areas. GALA teachers will employ these transdisciplinary themes to encourage students to explore their unique academic and personal interests. Within these transdisciplinary themes, the GALA IB model allows students to practice and apply a wide range of academic subjects and standards. Also, in adherence to the IB PYP standards, GALA will produce empowered students who are expected to take responsibility for their own actions and goals, work with others, and contribute to productive teams, and ask questions, as well as create students who are able to take principled action and make responsible choices both in school and at home.

As mentioned above, although IB authorization is not expected until 2020, GALA will implement the IB PYP framework immediately at the start of the 2016-2017 school year. Initial implementation will include attending IB PYP professional development workshops, identifying GALA's IB PYP coordinator, drafting GALA's IB PYP application, engagement of parents through presentations about IB PYP, teachers utilizing the IB PYP lesson plan template, and collaboratively building units of inquiry.

International Baccalaureate Primary Years Program – Developing Units of Inquiry

Each year, including the planning year prior to opening, GALA's teacher teams will create 4-8 week-long Units of Inquiry from each of the six transdisciplinary themes described above that will encompass all subject areas and satisfy Ohio Academic Content Standards, at each grade level, K-8. Teachers will be guided by these themes as they design units of inquiry aligned with their own grade level standards, in addition to the standards of the grades above and below them, so that units planned will be vertically- and horizontally-aligned, ensuring as little repetition as possible within the instructional delivery in both English and target languages. GALA will develop its own Program of Inquiry based on the needs of our student population, expertise of our teaching team, and Ohio's New Learning Standards (Common Core). In July 2016, once hired teachers are brought onboard, teacher teams will then use GALA's Curriculum Map as a guide to begin to design 3 out of 6 units of inquiry (IB PYP 6 Transdisciplinary Themes: Who We Are; Where We Are In Place And Time; How We Express Ourselves; How The World Works; How We Organize Ourselves; Sharing the Planet) between 4-8 weeks long for grade level K-1 first semester; the other 3 units of inquiry for the second semester will begin development in December 2016. This cycle will repeat every year to develop additional grade levels, while developed units continue to be refined.

The Vehicle: One-way Dual Language Immersion

Bilingual students, especially those who speak Spanish or Mandarin, gain life-long advantages in employment as the languages' importance in the U.S. continues to grow. Research has shown, that for young children, starting early can lead to mastery of a foreign language — with no long-term detriment to their grasp of English — only if it is taught through a well-developed form of early immersion instruction. This research also shows that from birth to approximately seven years of age, a child's brain is designed to acquire language rapidly and with native understanding and pronunciation. An early immersion model takes advantage of this window of easy language acquisition. Both experience and research indicate that children have little problem jumping into a foreign language, especially when their peers are navigating similar challenges – as language immersion creates an environment of leveling the playing field for students at varying levels of aptitude. While students may struggle a bit for the first week or two in their first year, instruction in two languages quickly becomes “normal”.

There are many different ways to implement a language immersion model. The GALA immersion model incorporates research on academic achievement and language acquisition among majority English-speaking minority students in high-poverty, urban school districts. Originally, GALA's model was to immerse students in kindergarten for 100% of the day in the target language, and then move to a 50% target, 50% English model in grades 1-8. However, after digging deeper into the data of the vast amount of research and reports published on the benefits of immersion, we realized that the data in these reports came from majority middle- to high- income student populations. For example, many immersion models immediately immerse kindergarten students in 100% instruction in the target language. Yet recent research by Tara Fortune at the Center for Advanced Research on Language Acquisition (CARLA) at the University of Minnesota, and a consultant to GALA, finds that this approach is not appropriate for low-income minority students, who are often lacking in English language skills. Knowing that our low-income students begin school academically behind, GALA decided to search for evidence specific to low-income and minority student populations, as well as data and best practices in immersion from successful high poverty schools across the country. From researchers like Fortune, GALA learned that a critical component to academic success through immersion in a high poverty setting is to introduce English Language Arts in kindergarten, incorporate strong literacy interventions and support systems K-8, as well as maintain a high percentage of time- as early and as much as possible- immersed in the target language. Only then, do the benefits of immersion cited in research (i.e. *Foundations of Bilingual Education and Bilingualism*) remain true.

Therefore, **as a dual language immersion school**, GALA will provide instruction across all core subjects in two languages: English and Mandarin, or English and Spanish — leading to dual proficiency in reading, writing, listening, and speaking by third grade. Our consideration of our target student population led us to adopt GALA's current immersion model: in grades K-2, each day of instruction is provided 70% in the target language and 30% in English; in grades 3-5, 60% in the target language and 40% in English; and in grades 6-8, 50% in the target language and 50% in English. With this model, GALA will enroll 92 kindergarten students in four target language classrooms (two in Mandarin immersion, two in Spanish immersion with 23 students per classroom) for 70% of the day, that will then rotate to an English-only classroom for 30% of the day - students in first and second grade will mirror this schedule. In grades 3-5, instruction is provided in the target language for 60% of the school day and in English for 40% of the school day. In grades 6-8, instruction is provided in the target language for 50% of the school day and in English for 50% of the school day.

Grade Level	Instruction in Target Language (Mandarin/Spanish)	Instruction in English
K-2	70%-Target Language Arts, Math, Social Studies, Science, Music	30%-English Language Arts, Math, Social Studies, Science, Specials (Art, Music, Physical Education)
3-5	60%-Target Language Arts, Math, Social Studies, Science, Music	40%-English Language Arts, Math, Social Studies, Science, Specials (Art, Music, Physical Education)
6-8	50%-Target Language Arts, Math, Social Studies, Science, Music	50%-English Language Arts, Math, Social Studies, Science, Specials (Art, Music, Physical Education)

This model will involve two teachers per grade (K-8): one to provide instruction exclusively in the target language and the other to provide instruction exclusively in English. The goal is for all students to become bilingual and bi-literate while achieving at a high level of academic success, developing cross-cultural skills, and becoming globally competitive for the 21st century. Also, GALA’s research-based language immersion model makes the suggestion that students whenever possible should enrollment in kindergarten or first grade because this is when their language acquisition window is the most open. For the 2016-2017 school year, GALA will only enroll 184 students initially in these grades. GALA will then add a grade level and 23 new students per classroom in each subsequent year, ultimately supporting between 604 to 828 students in grades K-8 by the 2023-2024 school year. Therefore, we will require Mandarin teachers and Spanish teachers with the preferred qualifications of foreign/target language instruction experience, as well as pre-K through 3rd grade experience, in addition to English teachers with early childhood expertise. After our first year, we will require the addition of five additional staff (two Mandarin teachers, 2 Spanish Teachers, and 1 English teacher), as we add one grade level each year until we reach our capacity at 8th grade.

GALA’s curriculum delivered in English focuses on comprehensive and intensive English Language Arts (phonics, reading, writing, comprehension, vocabulary) and collaborative reinforcement of core subjects through content rich material, and overarching projects and presentations through IB PYP units. The curriculum delivered in the target languages (Mandarin and Spanish) includes both language arts and core content subjects of math, science, and social studies. Specific proficiency goals for target language proficiency are set at each grade level in reading, writing, speaking, and listening.

Instruction of language arts for Mandarin will be slightly different than our Spanish Immersion Program because Mandarin is a character based language. For example, keeping with the best practices of Mandarin immersion programs across the country, GALA will introduce Chinese characters to students starting in kindergarten, and wait until the second grade to introduce pinyin (the phonetic system for transcribing Mandarin pronunciations of Chinese characters into the Latin alphabet), while the alphabet in Spanish will be introduced starting in kindergarten. This accounts for the sociolinguistic context of the U.S. and the relative lack of any other exposure to Chinese characters in the immediate environment, and ensures GALA’s students have adequate time and experience to develop character literacy first, as well as to build a strong foundation in phonics for English.

It is our expectation that teachers will ensure lessons are planned and implemented with content and language objectives clearly defined so that students’ target language learning is achieved through content instruction. In lesson planning, teachers will define both content objectives and language objectives (concepts, vocabulary, skills needed to understand and apply) and ensure instruction is differentiated

according to students' language proficiency. Differentiation of instruction will be necessary to ensure that target language learners are challenged in their language learning but not frustrated by language or learning tasks that are too difficult. GALA will emphasize reading and writing across all curriculum, through: journals, vocabulary, read aloud, retell, word walls, scaffolding, print rich environment, as well as foster critical thinking, implement project-based learning, and encourage collaboration and active learning by fully engaging students.

In conclusion, GALA will implement instructional strategies that support the pedagogy and mission of the school. Class sizes will remain small to ensure that teachers are able to know their students deeply and establish routines that support daily small group instruction and differentiation. Teachers will also utilize cooperative learning environments that are focused on being student-centered and student-led. Hands-on learning through proven methods such as project-based learning will also be utilized. Highly-engaging, inquiry-based, innovative learning experiences are well supported by the methods and pedagogies that GALA values and will occur through the implementation of GALA's IB PYP and Mandarin and Spanish Immersion Programs.

Effective Standards-Based Curricula

GALA will provide students with an academic foundation in English and the target language (Mandarin or Spanish) through engaging and rigorous curriculum aligned to Ohio's New Learning Standards (National Common Core Standards) so that students reach academic excellence, dual language proficiency, develop their own definition of success, and are college, career and life ready for the 21st century global economy. All curricula will reinforce literacy development and will be language rich in both English and the target language. The subjects GALA will offer are: English Language Arts, Target Language Arts (Mandarin, Spanish), Reading, Math, Science, Social Studies, and Specials (Art, Music, Physical Education). GALA teachers and administrators will utilize summative and formative data from both assessments on a regular basis to guide instruction (i.e. strategy, pace, reteach) and design appropriate interventions (i.e. individual, small group, differentiation).

GALA has identified curricular tools and resources to use for grades K-5, and plans to review its curriculum as necessary, and make updates based on academic results and direct observation of student development and needs. Curricular materials for grades 6-8 will be selected in our fourth or fifth year of operation. The overarching focus for the curricula that GALA selected reflects our commitment to reinforce literacy development, support language acquisition and language development (in English and the target language), and foster an interactive student-oriented learning environment.

Instructional Practices

In addition to espousing the instructional practices described above that align with IB PYP and dual language immersion, GALA will optimize value added to student learning experience through the implementation of the following practices and structures:

Technology – Use of technology will be integrated throughout instruction. Each grade level will be equipped with a projector and computers in each target language classrooms, so that teachers will have access to more resources (audio and visual) and enriched lesson planning in Mandarin and Spanish. GALA will also have a portable computer lab of 25 laptops per storage/charging cart for shared classroom use. GALA aims to have a portable computer lab at each grade level, starting with second grade, to be used for assessments and class projects. This is critical as almost all standardized state assessments are moving towards

computer-based and online, as well as ensuring students are computer-literate and technology-savvy in the 21st century.

Classroom size and teacher-to-student ratio – Classrooms will be small, with no more than 23 students per class. GALA believes that small allows us to better personalize the educational experiences for each student so that every student is challenged appropriately. Each grade level will have two Mandarin-speaking assistant teachers and two Spanish-speaking teaching assistants, in addition to one English-speaking teacher who will rotate between two classrooms, so that GALA will maintain a 1:12 teacher-to-student ratio. GALA believes that smaller student to teacher ratios allow classes to be more engaging places for students because they are able to have a more personal connection and less competition for the teacher's attention.

Instructional time – GALA will operate an extended school year and school day, so that there will be more time for instruction and academic success. The school year will have 190 instructional days compared to the typical school calendar of 180 instructional days. Less days on break is also important to GALA's language immersion model in order to avoid long breaks that keep students from being immersed in their target immersion language. An optional summer camp will also be made available. Additionally, GALA will operate longer school days from 8:00 a.m. to 3:50 p.m., with Before and After Care programs available from 7:00 a.m. to 8:00 a.m. and 3:50 p.m. to 6:00 p.m. GALA believes that longer school days allow for more instructional time, higher levels of academic success, and increased student safety by reducing possible unsupervised time.

Curriculum mapping – Instructional leaders will help staff to identify gaps, redundancies, and misalignments in curriculum and instructional program; connect curricula and instruction to our mission; and align instruction to the content standards and benchmarks in all content areas. Vertical and horizontal alignment of curricula will assure that teachers are aware of what other teachers in the department team or grade level are teaching ensuring consistency across classrooms.

Instructional Design and Implementation – Teachers will be able to meet for common planning time with grade level partners, as well as target language teaching partners, while students are in Specials class. Teachers will ensure lessons are planned and implemented with content and language objectives clearly defined so that students' target language learning is achieved through content instruction. In lesson planning, teachers will define both content objectives and language objectives (concepts, vocabulary, skills needed to understand and apply) and ensure instruction is differentiated according to students' language proficiency. Differentiation of instruction is necessary to ensure that target language learners are challenged in their language learning but not frustrated by language or learning tasks that are too difficult. GALA will emphasize reading and writing across all curriculum, through: journals, vocabulary, read aloud, retell, word walls, scaffolding, print rich environment, as well as foster critical thinking, implement project-based learning, and encourage collaboration and active learning by fully involving students.

Data-Driven Instruction – Teachers will regularly meet in Teacher Based Teams (TBTs), or Professional Learning Communities (PLCs) according to grade level and target language, led by the target language instructional leaders and the IB Coordinator, to ensure classroom plans for instruction are guided by regular data collected from student assessments. During these meetings, data will be reviewed and discussed, and programmatic plans and/or changes will be implemented based on the data. By using a collaborative and reflective approach, like TBTs, school improvement processes will be cyclical and continuous. Data will come from a variety of sources such as periodic benchmark tests, standardized tests, classroom tests and teacher observations. In order to allocate time for teachers to meet, discuss, reflect upon data and make informed

instructional decisions, the leadership will facilitate collaborative planning time through creative master scheduling.

In conclusion, GALA will implement instructional strategies that support the pedagogy and mission of the school. Class sizes will remain small to ensure that teachers are able to know their students deeply and establish routines that support daily small group instruction and differentiation. Teachers will also utilize cooperative learning environments that are focused on being student-centered and student-led. Hands-on learning through proven methods such as project-based learning will also be utilized. Hands-on, inquiry-based, innovative learning experiences are well supported by the methods and pedagogies that GALA values and will occur through the implementation of GALA’s IB PYP and dual language immersion model.

Alignment of Curriculum, Instruction, and Assessment

GALA believes that assessing student performance is an integral part of instruction, as it determines whether or not GALA’s academic goals are being met. Results from the use of high quality assessments will affect GALA’s decisions about instructional needs, curriculum, and funding. Overall, the use of high quality assessments will ensure the highest quality program is being delivered, by providing GALA with feedback on: our student progress, helping staff set aims, motivating both students and staff performance, and informing us on how to adjust our teaching strategies to better meet student needs.

GALA believes that accountability, data collection and analysis play a key role in the quality and efficiency of the school and student achievement. Data analysis of student achievement will occur at every level of the organization, as reaching our academic achievement goals are our primary measure of success. Data will be analyzed and reviewed by the School Director, Principal, Literacy Coach, IB Coordinator, and classroom teachers as a formative tool to drive classroom instruction, pacing, interventions, and a summative measure of student progress. The chart below outlines GALA’s assessment plan.

Assessment	Subject	Grades	Description
Early Language Listening and Oral Proficiency Assessment (ELLOPA)	Mandarin, Spanish	K-2	A standardized test to assess and provide initial and formative assessments of target language skills.
Student Oral Proficiency Assessment (SOPA)	Mandarin, Spanish	2-8	A standardized test used to assess interpersonal listening and speaking and interpretive listening.
Mandarin Matrix Reader and Online Classroom	Mandarin	K-6	Assessments for comprehension, reading, fluency, and grammar.
Evaluación del Desarrollo de la Lectura, 2nd Edition (EDL2)	Spanish	K-6	Benchmark assessments for reading accuracy, fluency, and comprehension.
STAMP 4S(e)	Mandarin, Spanish	3-6	An online assessment used to assess listening, speaking, reading, and writing skills.
ACTFL Assessment of Performance toward Proficiency in Languages (AAPPL)	Mandarin, Spanish	5-8	Assesses interpersonal listening/speaking, presentational writing, and interpretive reading and listening.

Northwest Evaluation Association Measures of Academic Progress (NWEA) MAP for Primary Grades	Reading, Math	K-8	Aligned to the Common Core, determines student instructional levels and academic growth over the school year.
American Institutes for Research (AIR) Ohio's new State Standardized Assessments	ELA, Math, Science, Social Studies	3-8	A new computer-based, interactive assessment that recently replaced the Partnership for Assessment for Readiness of College and Career (PARCC).
Fountas & Pinnell (F&P), F&P Benchmark Assessment System (BAS)	ELA, Spanish, Mandarin, Literacy	K-8	Comprehensive and systematic English literacy instruction guided by A-Z reading levels – available in Spanish. GALA will create adapted framework for Mandarin.
Ohio's New Kindergarten Readiness Assessment (KRA)	Comprehensive	K	Provides a comprehensive picture of a child's learning and development at kindergarten entry.
Aimsweb	ELA, Math	K-8	Assessment for universal screening, progress monitoring, and data management.
Formative classroom assessments	All core subjects, Mandarin / Spanish Literacy, ELA	K-8	Used to monitor and track student day-to-day progress. Types include daily quizzes, projects, observation checklists of "can do" statements, IB PYP, Character Lab Growth Card, F&P, Aimsweb, Math in Focus, FOSS,
Summative classroom assessments	All core subjects, ELA, Literacy Mandarin / Spanish	K-8	Integrated performance assessments (embedded within instructional units), including unit and chapter tests for all core subjects, including final projects.

School Improvement and Other Teams

Data analysis of student achievement will occur at every level of the organization, including at the Board level, as reaching our academic achievement goals are our primary measure of success. We will continually align our work to meet the goals outlined in GALA's Performance and Accountability Plan.

Assessment data will be collected and entered into a web-based program. Data will be analyzed by TBTs and the BLT as a formative tool to drive classroom instruction, pacing, interventions, and a summative measure of student progress. Assessment data will also be shared with the Board of Directors and with the school community through a written annual report and annual stakeholders' community meeting.

Grade level teachers will meet in TBTs on a weekly basis to discuss lesson plans and analyze student assessment and progress data. These TBT meetings will occur during common planning time during school, and before or after school. The building leadership team (BLT), including the director, principal, assistant principal, and Literacy/IB coach, will meet weekly, as well as join the weekly TBT meetings. At each weekly BLT meeting, student data and classroom observations will be discussed. The BLT will observe classroom instruction daily; informally for at least 10 minutes per class per day. Discussion about instruction and learning as a whole staff will occur at least once a week during after school professional development.

GALA's positive behavior support model will be implemented by the BLT and supported by teachers and TBTs in every classroom, and at every grade level. If student behavior requires intervention, then appropriate and positive interventions will be discussed within BLT, TBT, and RtI teams. GALA's Student Success Team (SST), including the child's parents, teachers, learning support staff, the literacy coach, and the principal, will meet on a bi-monthly basis to oversee the implementation of GALA's RtI model, and to offer support and guidance to both teachers and families in order to effectively meet the needs of all of GALA's students.

Students with Disabilities

It is the mission of GALA that all students achieve lifelong academic success, bilingualism and appreciation for diversity, in an engaging and academically rigorous language immersion environment. There are no exceptions for this mission. In order to be successful with all students, we must be especially thoughtful about how we support the most at-risk learners and gifted students. The following sections describe how GALA intends to support these special student populations.

Special Student Populations

GALA will be an international school and open to all students, irrespective of race, sex, sexual orientation, religion, ethnicity, national origin, gender, disability, or any other protected classification, who seek an international education based on the IB PYP, in a language immersion setting. GALA will be open to students of all language backgrounds. GALA is prepared to meet the needs of various special populations, including limited English proficient students, gifted students, at-risk and/or below-grade level students, and those with special education needs. GALA anticipates students from the following populations: Native English Speakers, Mandarin Heritage Speakers, Spanish Heritage Speakers, Heritage Speakers of Other Languages, At-Risk/Low-Achieving Students, High-Achieving Students, and Special Education/Exceptional Children.

The most important systems for best supporting special populations are identification and Response to Intervention (RtI). Struggling students must be identified quickly and accurately, and then effective responses to their struggles must be determined, delivered, and monitored with equal speed and accuracy. Students with academic challenges who are at-risk and achieving below grade level will be identified through teacher observation, their course performance (low C or F), and with multiple standardized and formative assessments. GALA will serve these students according to the process and support outlined in our Tier I, II and III Response to Intervention (RtI) model. GALA will strive to be proactive in identifying and intervening early with struggling students to prevent the need for comprehensive remediation in later grades. Additional remediation for at-risk students will be available during Before care and After care times, and optional tutoring during the school day. Also, students identified as remedial will be referred to the Student Success Team (SST), which will be comprised of the child's family members, teachers, the principal, and other school professionals. The SST will meet regularly to develop a plan of action for individual students as needed in the form of a 504 plan, Personalized Educational Plan (PEP), or Individualized Education Plan (IEP), which will outline targeted interventions that include early, consistent and effective communication with parents concerning student's academic challenges, and may include state-adopted review and re-teach programs for students with academic or social needs. Students who continue to have ongoing academic challenges that are not resolved may be referred for special education evaluations.

High Achieving students will be initially identified using multiple sources of assessment data within the first 30 days of the school year, although on-going assessments will be reviewed monthly in team meetings. GALA will provide a rigorous academic program that challenges all students including students who are achieving substantially above grade level. GALA's academic program, with content being taught in two languages, provides a continual academic challenge. Once implemented, the IB PYP is designed around

inquiry-based learning experiences that are self-leveling permitting every student to develop deeper and more extensive projects according to their individual capacity. Some additional modifications may be made to accommodate high achieving students, such as: flexible classroom groupings to allow for like-peer interaction, providing supplemented materials, additional access to the school library, and extended opportunities to do computer research.

GALA will adhere to the provisions of the Individuals with Disabilities Education Act (IDEA) and state special education laws and regulations to assure that all students with disabilities are accorded a free, appropriate public education. GALA will also ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment. GALA will comply with Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and all Office of Civil Rights mandates for students enrolled at GALA. GALA will ensure that its special education personnel or contracted personnel is appropriately credentialed, licensed or on waiver consistent with Ohio laws and regulations. GALA will support movement of students with disabilities into less restrictive environments and increase interactions of students with disabilities with non-disabled students. GALA shall provide planned staff development activities and participate in available appropriate professional development to support access by students with disabilities to the general education classroom, general education curriculum, integration of instructional strategies and curriculum adaptations to address the diverse learner, and interaction with non-disabled peers. GALA will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's Individual Educational Plan (IEP).

Third Grade Guarantee

GALA is committed to ensuring that students first meet all state academic achievement standards, while also attaining proficiency in both English and their target language. GALA is well aware of Ohio's Third Grade Guarantee law, and that starting in the third grade it is essential that students must successfully transition from learning to read to reading to learn. This is especially critical in Cleveland, as 33% of CMSD third-graders did not meet this standard by the end of the 2013-2014 school year. For students that test below proficient in Reading on the NWEA MAP for grades K-8, a Reading Improvement Monitoring Plan (RIMP) will be developed and implemented; a requirement mandated by Ohio's Third Grade Guarantee law. School leadership, teachers, and parents will work together to create and monitor the plan. Tier II and Tier III interventions from our RtI model will be included in student RIMPs. Student Reading progress will be evaluated annually based on NWEA MAP Reading scores, and RIMPs will be modified or concluded depending on student progress.

Exceptional Children's Program Structure

GALA will work with Partners for Success and Innovation, PSI, to assure that a high quality, comprehensive plan for special education services is in place from the start of our opening year. The implementation of these services will be done in collaboration with GALA's Academic Committee/Design Team, as well as their instructional management and teachers once hired. GALA will contract with PSI for the following services as needed: Intervention Specialist, Speech/Language Pathologist, School Psychologist, Occupational Therapist, and Physical Therapist.

Supplemental Programming

Because GALA aims to be a community school, and because it will start with Kindergarten and 1st grade students, the Building Leadership Team (BLT) will survey enrolled parents during the summer of 2016, prior to opening, to assess family and student interest in age-appropriate extracurricular opportunities. Based on the survey results and a review of the budget, GALA will offer a menu of high-quality, engaging, inquiry-

based extra-curricular opportunities for students. As GALA's enrollment grows, it will re-administer the family survey and include additional age-appropriate extracurricular in its offerings. Therefore, student interest clubs, as well as Before/aftercare programming, will be available throughout the year. GALA is also committed to offering cross-cultural Music, Art and/or Physical Education programs to all students. In addition, all students will participate in Math, Literacy, and Cross-Cultural school events throughout the year. GALA's students will have recess and a snack break every day, allowing time for free play and positive social interaction. GALA will also offer a summer camp, which will allow students to maintain their language skills in an immersion setting, while school is out of session.

As additional student resources and support services, GALA will offer a hot breakfast and lunch program, and snack program, as well as a dedicated Family Support Liaison to assist families with resources, and community connections. GALA will have a nurse on-site on a regular basis and will work with Partners for Success and Innovation (PSI) services for counseling, special education, and therapy.

Parent and Community Involvement

GALA wants families to be actively engaged and involved, and will encourage family involvement, and communication with families in order to support student learning, through the implementation of parent/teacher conferences twice a year, student-led conferences once a year, grade level celebrations of learning and curriculum nights, the use of standards-based report cards and progress reports, as well as through the formation of a Parent and Family Association. Families will also be invited to an annual stakeholder's community meeting where they will receive an update on GALA's overall progress and goals for the school year. Other family communication tools that teachers and school leaders will utilize are a weekly bulletin; instructional support strategies, classroom news; and positive parent communications in the form of phone calls or notes home. Each student at GALA will learn how to use an agenda which will also serve as a family communicator between family members and the teacher on a daily basis.

GALA has hired a dedicated Family Support Liaison who will provide ongoing and consistent support to families throughout the year. GALA Family Association will meet monthly to discuss school matters and plan events, and families are welcome and encouraged to visit, volunteer, and tutor at the school. Family events such as Family/Teacher Conferences, Student-Led Conferences, Celebrations of Learning, Curriculum Nights, etc., will occur throughout the year, and be open to the public. Learning workshops based on interest, such as foreign language classes, will be provided to families. In addition, GALA is a participating member of the Bellaire-Puritas Development Corporation Neighborhood Education Committee (NEC) that is open to the community.

Global Language Ambassadors Academy

Performance and Accountability Plan

Student and Academic Performance Standards

The goals in this section will be measured on their own and compared with the School's Comparison Group, which is made up of the local district and the five closest demographically-comparable community schools. At the inception of the Contract, the Comparison Group is:

District:	Cleveland Municipal	School 3:	Constellation: Madison
IRN:	<u>(043786)</u>	IRN:	<u>Community Elem (000319)</u>
School 1:	Hope Academy Northwest	School 4:	Lincoln Park Academy
IRN:	<u>(000575)</u>	IRN:	<u>(014065)</u>
School 2:	Constellation: Stockyard	School 5:	Constellation: Westpark
IRN:	<u>Community Elem (143487)</u>	IRN:	<u>Community Elem (132993)</u>

The Comparison Group is important because if the School's results do not meet one or more of the standards for the current year, but meets or exceeds the results of at least half of the Comparison Group, the School will be deemed to have met the goal.

School's Overall Grade Component

	School Results		Dist	Comparison Group Results				
	Goal	Actual		S1	S2	S3	S4	S5
SY 2016-2017	C							
SY 2017-2018	C							
SY 2018-2019	B							
SY 2019-2020	B							
SY 2020-2021	A							

Achievement Component

	School Results		Dist	Comparison Group Results				
	Goal	Actual		S1	S2	S3	S4	S5
SY 2016-2017								
Overall Component	C							
Performance Index	C							
Indicators Met	C							
SY 2017-2018								
Overall Component	C							
Performance Index	C							
Indicators Met	C							
SY 2018-2019								
Overall Component	B							
Performance Index	B							
Indicators Met	B							

SY 2019-2020	Goal	Actual	Dist	S1	S2	S3	S4	S5
Overall Component	B							
Performance Index	B							
Indicators Met	B							

SY 2020-2021	Goal	Actual	Dist	S1	S2	S3	S4	S5
Overall Component	A							
Performance Index	A							
Indicators Met	A							

Progress Component

	<u>School Results</u>		<u>Dist</u>	<u>Comparison Group Results</u>				
	Goal	Actual		S1	S2	S3	S4	S5
SY 2016-2017								
Overall Component	C							
Gifted Students	N/A							
Students in lowest 20%	C							
Students with Disabilities	C							
High School	N/A							

	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2017-2018								
Overall Component	C							
Gifted Students	N/A							
Students in lowest 20%	C							
Students with Disabilities	C							
High School	N/A							

	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2018-2019								
Overall Component	B							
Gifted Students	N/A							
Students in lowest 20%	C							
Students with Disabilities	C							
High School	N/A							

	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2019-2020								
Overall Component	B							
Gifted Students	N/A							
Students in lowest 20%	B							
Students with Disabilities	B							
High School	N/A							

SY 2020-2021	Goal	Actual	Dist	S1	S2	S3	S4	S5
Overall Component	A		_____	_____	_____	_____	_____	_____
Gifted Students	N/A		_____	_____	_____	_____	_____	_____
Students in lowest 20%	B		_____	_____	_____	_____	_____	_____
Students with Disabilities	B		_____	_____	_____	_____	_____	_____
High School	N/A		_____	_____	_____	_____	_____	_____

Annual Measureable Objectives Component

	<u>School Results</u>			<u>Comparison Group Results</u>				
	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2016-2017	C		_____	_____	_____	_____	_____	_____
SY 2017-2018	C		_____	_____	_____	_____	_____	_____
SY 2018-2019	B		_____	_____	_____	_____	_____	_____
SY 2019-2020	B		_____	_____	_____	_____	_____	_____
SY 2020-2021	A		_____	_____	_____	_____	_____	_____

Four-Year Graduation Rate Component

	<u>School Results</u>			<u>Comparison Group Results</u>				
	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2016-2017	N/A		_____	_____	_____	_____	_____	_____
SY 2017-2018	N/A		_____	_____	_____	_____	_____	_____
SY 2018-2019	N/A		_____	_____	_____	_____	_____	_____
SY 2019-2020	N/A		_____	_____	_____	_____	_____	_____
SY 2020-2021	N/A		_____	_____	_____	_____	_____	_____

Five-Year Graduation Rate Component

	<u>School Results</u>			<u>Comparison Group Results</u>				
	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2016-2017	N/A		_____	_____	_____	_____	_____	_____
SY 2017-2018	N/A		_____	_____	_____	_____	_____	_____
SY 2018-2019	N/A		_____	_____	_____	_____	_____	_____
SY 2019-2020	N/A		_____	_____	_____	_____	_____	_____
SY 2020-2021	N/A		_____	_____	_____	_____	_____	_____

K-3 Literacy Component

	<u>School Results</u>			<u>Comparison Group Results</u>				
	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2016-2017	C		_____	_____	_____	_____	_____	_____
SY 2017-2018	C		_____	_____	_____	_____	_____	_____
SY 2018-2019	B		_____	_____	_____	_____	_____	_____
SY 2019-2020	B		_____	_____	_____	_____	_____	_____
SY 2020-2021	A		_____	_____	_____	_____	_____	_____

Prepared for Success Component

	School Results		Comparison Group Results					
	Goal	Actual	Dist	S1	S2	S3	S4	S5
SY 2016-2017	N/A		_____	_____	_____	_____	_____	_____
SY 2017-2018	N/A		_____	_____	_____	_____	_____	_____
SY 2018-2019	N/A		_____	_____	_____	_____	_____	_____
SY 2019-2020	N/A		_____	_____	_____	_____	_____	_____
SY 2020-2021	N/A		_____	_____	_____	_____	_____	_____

Financial Performance Standards

- No audit will contain:
 - A “Financial Statement Opinion” that is “Modified” (“Qualified”);
 - The same material weakness for more than one consecutive year;
 - Findings for recovery as outlined in the Schedule of Findings that are not resolved in accordance with ORC 9.24(B); and,
 - Ongoing significant deficiencies in internal control reported for major federal programs.
- Based on audited financial statements, the school’s total revenue will be greater than or equal to total expenses including legally required pension contributions as an expense but excluding pension expense recorded in accordance with GASB 68.
- The school’s assets to liabilities ratio is greater than 1.0.
- On average, the school’s available cash on hand is at least 30 days.

Financial Performance Standards (Met or Not Met)

	Goal 1	Goal 2	Goal 3	Goal 4
SY 2016-2017	_____	_____	_____	_____
SY 2017-2018	_____	_____	_____	_____
SY 2018-2019	_____	_____	_____	_____
SY 2019-2020	_____	_____	_____	_____
SY 2020-2021	_____	_____	_____	_____

The available audited financial statements will be used whenever possible to implement these goals; however, in the event the audited statements are unavailable, the year-end GAAP statements will be used.

For goals 2, 3, and 4, if the School does not meet the standard for the current year, but improvement over the previous year shows that the School will meet the standard by the end of the Contract term, the School will be deemed to have met the goal.

Operational Performance Standards

1. Student daily attendance will average at least 93% for each year of the Contract as measured by the School's local report card.
2. Beginning September 1 of the second year of the Contract and occurring annually on the same date, the School will demonstrate it has re-enrolled 85% of students in each grade level served who were enrolled during the previous full academic year (as defined by ODE).
3. **Insert a School Mission-specific Goal:** Academic: By the end of the school year, 80% of students will meet proficiency levels in listening, speaking, reading and writing in the target language (Mandarin / Spanish) at grade level, K-8.
 - **Indicator:** Student Academic Performance (Status)
 - **Measure:** ELLOPA (grades K-2), SOPA (grades 2-8), STAMP4Se (grades 3-6), AAPPL (grades 5-8) evaluations, Mandarin Matrix (grades K-8), EDL2 (grades K-6)
 - **Metric:** Student proficiency levels in listening, speaking, reading and writing; defined by ACTFL proficiency scale.
 - **Target:** By end of each grade, at least 80% of students will achieve proficiency levels in listening, speaking, reading and writing.
 - **Baseline:** ACTFL Proficiency Level Targets for Mandarin Immersion and Spanish Immersion from the Flagship-Language Acquisition Network, F-LAN.

GALA will use the American Council on the Teaching of Foreign Languages (ACTFL) proficiency scale to determine student target language (Mandarin, Spanish) progress.

ACTFL Proficiency Scale Definitions

Novice – The Novice level is characterized by the ability to communicate minimally in highly predictable common daily situations with previously learned words and phrases.

Intermediate – The Intermediate level is characterized by the ability to combine learned elements of language creatively, though primarily in a reactive mode. The Intermediate level speaker can initiate, minimally sustain, and close basic communicative tasks. The speaker can ask and answer questions and can speak in discrete sentences and strings of sentences on topics that are either autobiographical or related primarily to his or her immediate environment.

Advanced – The Advanced level is characterized by the ability to converse fluently and in a clearly participatory fashion. The speaker can accomplish a wide variety of communicative tasks and can describe and narrate events in the present, past, and future, organizing thoughts, when appropriate, into paragraph-like discourse. At this level, the speaker can discuss concrete and factual topics of personal and public interest

in most informal and formal conversations and can be easily understood by listeners unaccustomed to nonnative speakers.

Superior – The Superior level is characterized by the ability to participate effectively in most formal and informal conversations on practical, social, professional, and abstract topics. Using extended discourse, the speaker can explain in detail, hypothesize on concrete and abstract topics, and support or defend opinions on controversial matters.

Mandarin Immersion – ACTFL Proficiency Level Targets				
	Listening	Speaking	Reading	Writing
K	Novice-High	Novice-Mid	Novice-Low	Novice-Low
1	Intermediate-Low	Novice-High	Novice-Mid	Novice-Mid
2	Intermediate-Mid	Novice-High	Novice-High	Novice-Mid
3	Intermediate-High	Intermediate-Low	Novice-High	Novice-High
4	Intermediate-High	Intermediate-Low	Intermediate-Low	Intermediate-Low
5	Advanced-Low	Intermediate-Mid	Intermediate-Low	Intermediate-Low
6	Advanced-Mid	Intermediate-High	Intermediate-Mid	Intermediate-Mid
7	Advanced-High	Advanced-Low	Intermediate-High	Intermediate-High
8	Superior	Advanced-Mid	Advanced-Low	Advanced-Low

Spanish Immersion – ACTFL Proficiency Level Targets				
	Listening	Speaking	Reading	Writing
K	Novice-High	Novice-Mid	Novice-Mid	Novice-Mid
1	Intermediate-Low	Novice-High	Novice-Mid	Novice-High
2	Intermediate-Mid	Novice-High	Novice-High	Novice-High
3	Intermediate-High	Intermediate-Low	Intermediate-Low	Intermediate-Low
4	Intermediate-High	Intermediate-Low	Intermediate-Mid	Intermediate-Low
5	Advanced-Low	Intermediate-Mid	Intermediate-High	Intermediate-Mid
6	Advanced-Mid	Intermediate-High	Advanced-Low	Intermediate-High
7	Advanced-High	Advanced-Low	Advanced-Mid	Advanced-Low
8	Superior	Advanced-Mid	Advanced-High	Advanced-Mid

4. Not later than June 30th of each year of operation, the School will demonstrate 95% compliance with all statutory and Contract requirements as evidenced by the Epicenter compliance rate.
5. By June 30th of each year of operation, the Governing Authority will demonstrate compliance with the following contractual requirements:
 - Having at least five sponsor approved members serving on the Governing Authority;
 - Holding the prescribed number of regular meetings annually; and,
 - Completing the hours of training in the Contract.

6. **Governing Authority Mission-specific Goal: Organizational Viability:** GALA will maintain a high parent satisfaction rate and high parent participation rate that demonstrates the school’s long-term viability and effectiveness.

- **Indicator:** Parent Satisfaction and Participation (Status).
- **Measure:** Bi-annual (mid-year, end of year) parent satisfaction surveys, attendance of parent-teacher conferences and school open houses.
- **Metric:** Percentage of surveys completed, survey results (based on excellent, satisfactory, poor), attendance rates to parent-teacher conferences and school open houses.
- **Targets:**
 - 80% of annual parent satisfaction surveys will be completed;
 - Results will report at least 80% “excellent” overall rating;
 - Average parent attendance to parent-teacher conferences will be at least 90% annually; and,
 - Average parent attendance to school open houses will be at least 80% annually.

Operational Performance Standards (Met or Not Met)

	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5	Goal 6
SY 2016-2017	_____	_____	_____	_____	_____	_____
SY 2017-2018	_____	_____	_____	_____	_____	_____
SY 2018-2019	_____	_____	_____	_____	_____	_____
SY 2019-2020	_____	_____	_____	_____	_____	_____
SY 2020-2021	_____	_____	_____	_____	_____	_____

POLICY: Open Enrollment

The School is open to any student entitled to attend school per ORC Section 3313.64 or 3313.65. The School will not discriminate in the admission of students to the school on the basis of race, creed, color, disability, or sex. Nor will the school limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The admission of students to the school will not exceed the capacity of the School's programs, classes, grade levels or facilities. The School shall admit students by lottery if the number of applicants exceeds the School's capacity (see below).

Open Enrollment for the new school year will begin on January 1st of each year. All students living within the State of Ohio are eligible for enrollment. Enrollment forms are obtained from the School, and only one proof of residency (POR) is required for each child.

Children will be admitted to kindergarten if they will turn 5 years of age on or before September 30th of the year of admittance. An individual younger than five years of age may be admitted to the school in accordance with division (A)(2) of section 3321.01 of the Revised Code and in accordance with the School's Academic Acceleration and Early Entrance to Kindergarten Policy.

Children who attend the School one year will have first priority to attend the school the next year. Siblings of children who already attend the School may also have the first priority to attend the school the next year.

Prior to the open enrollment period each year, a lottery date will be set. Then, if there are more applicants than there are spaces, a lottery will be conducted in the following manner:

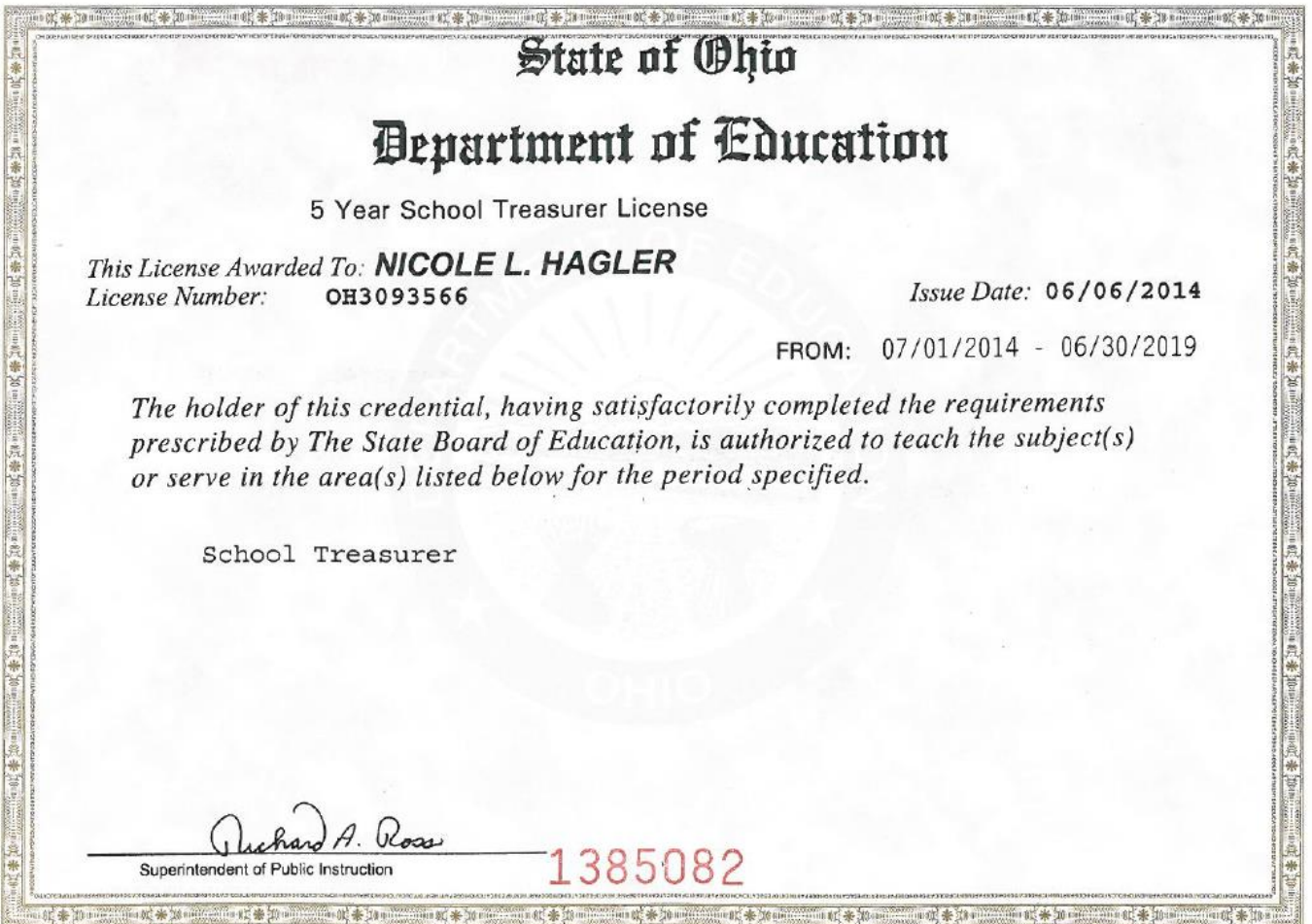
- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on in the available spaces and then the waiting list and so on until all numbers are drawn;
- The school will separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year will have preference for a position in the current year, even though they may be in a different age or grade group;
- Siblings may be given preference for the next open position.

All applicants will be notified of the lottery date and open enrollment policy and procedures in the application documents that they receive from the School. All students who apply will be contacted within two weeks of the lottery to notify them of the results. If the school still has open positions after the lottery date has passed, then enrollment is conducted on a first come first served basis.

Fiscal Officer License and Contact Information

Nicole Hagler
6640 Poe Ave, Suite 400
Dayton, Ohio 45414

Phone: (937) 264-8588
Email: Nicki@mangen1.com





CINCIBOND®
Surety Made Simple®

The Cincinnati Insurance Company

Report of Execution

Bond No. B-0598262

Agency: The O'Neill Group	Code: 34169
Principal: Nicole Hagler	
Address: 1611 CAROLINA DR	
City: VANDALIA	State: OH Zip: 45377-9761
Obligee: Global Ambassadors Language Academy	
Attn:	
Address: 13442 LORAIN AVE	
City: CLEVELAND	State: OH Zip: 44111-3432
Risk Address: 13442 LORAIN AVE	
City: CLEVELAND	State: OH Zip: 441113432

Bond Amount: \$25,000.00	Description: Treasurer/Clerk- School, Twp, Bd of Ed (Continuous		
Effective Date: 07/01/2016	Expiration Date: 07/01/2019	Term: 3.00	Year(s)
Premium: \$216.00	* Total: \$216	Commission: \$64.80	
* Includes applicable surcharge and premium taxes:			
Surcharge:			
Municipal Tax: 0			
County Tax: 0			

If renewal, former Bond Number:

If approval required, Approving Underwriter: Not Assigned

Date approved: N/A

Bond Requires Original Signed Application/Indemnity

HEADQUARTERS USE
Class Codes: 87 - 108
Terr Code: 7800
Tax Code:

CinciBond®

The Cincinnati Insurance Company
6200 S GILMORE RD
FAIRFIELD OH 45014-5141

Public Official Bond No. 0598262

KNOW ALL MEN BY THESE PRESENTS:

That Nicole Hagler
of VANDALIA State of OH (hereinafter called the Principal) and
The Cincinnati Insurance Company (hereinafter called the Surety), a corporation organized under the laws of the state of
Ohio with its principal office in the City of FAIRFIELD and the State of OH are held

and firmly bound unto Global Ambassadors Language Academy
(hereinafter called the Obligee) in the sum of
Twenty Five Thousand and No/100 Dollars; (\$25,000.00) for the payment whereof
to the Obligee the Principal binds himself/herself, his/her heirs, executors, administrators, and assigns, and the Surety
binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 23rd day of June, A.D. 2016.

Whereas the above named Principal has been duly appointed or elected to the office of School Treasurer,
and

Whereas, the effective date of this bond is July 1, 2016.

Now, therefore, the condition of the foregoing obligation is such that if the Principal shall faithfully perform such duties as
may be imposed on him/her by law and shall honestly account for all money that may come into his/her hands in his/her
official capacity during such period, then this obligation shall be void; otherwise, it shall remain in full force until cancelled
as provided herein.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right
of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to Global Ambassadors Language Academy and this
Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to
all terms, conditions, and provisions of this Bond, for any act or acts covered by this Bond which may have been
committed by the Principal up to the date of such cancellation; and the Surety shall, upon surrender of this Bond and its
release from all liability hereunder, refund the premium paid, less a pro rata part therefore for the time this Bond shall have
been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring
through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or
funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or
not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason
of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law decision,
ordinance, or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect
any taxes, licenses, levies, assessments, etc., with the collection of which he/she may be chargeable by reason of his/her
election or appointment as aforesaid.

Witness: Nicole Hagler

(as to the Principal)

Principal

The Cincinnati Insurance Company

By Attorney-in-Fact: Jody Maibach

STATE OF Ohio **SS**
COUNTY OF Montgomery

Nicole Hagler being
duly sworn, says that he/she will support the constitution of the United States and of the State of Ohio
and that he/she will faithfully, honestly, and impartially perform and discharge the duties of the office position to which
he/she has been appointed while he/she shall hold said office.

Sworn to by said Nicole Hagler
Before me, and by him/her subscribed in my presence this _____
day of _____, A.D. _____

Notary Public

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

0598262

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Jody Maibach

of Wadsworth, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



STATE OF OHIO) ss:
COUNTY OF BUTLER

THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 23rd day of June 2016



Gregory J. Schlemmer

Secretary

FIVE YEAR FORECAST

FY18 - October 2018 submission 10/30/2017
IRN No.:015737

County: Cuyahoga

Type of School: Brick and Mortar

School Name: Global Ambassadors Language Academy
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2013 through 2017, Actual and
the Fiscal Years Ending 2018 through 2022, Forecasted

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
Operating Receipts										
State Foundation Payments (3110, 3211)	\$ -	\$ -	\$ -	\$ -	\$ 465,290	\$ 1,003,449	\$ 1,548,085	\$ 1,720,095	\$ 1,935,107	\$ 2,150,119
Charges for Services (1500)	-	-	-	-	3,468	-	\$ -	\$ -	\$ -	\$ 0
Fees (1600, 1700)	-	-	-	-	14,282	28,414	\$ -	\$ -	\$ -	\$ 0
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	-	-	121,321	6,720	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,868
Total Operating Receipts	\$ -	\$ -	\$ -	\$ -	\$ 604,361	\$ 1,038,583	\$ 1,563,535	\$ 1,736,009	\$ 1,951,498	\$ 2,166,987
Operating Disbursements										
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ 399,452	\$ 538,894	\$ 723,009	\$ 824,249	\$ 928,526	\$ 1,032,803
200 Employee Retirement and Insurance Benefits	-	-	-	-	104,401	152,736	\$ 253,868	\$ 289,165	\$ 325,521	\$ 361,877
400 Purchased Services	-	-	-	-	362,221	419,035	\$ 576,472	\$ 599,626	\$ 625,285	\$ 650,944
500 Supplies and Materials	-	-	-	-	67,493	98,945	\$ 119,839	\$ 123,618	\$ 127,611	\$ 131,604
600 Capital Outlay - New	-	-	-	-	23,918	59,972	\$ 60,150	\$ 40,305	\$ 30,464	\$ 20,623
700 Capital Outlay - Replacement	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ 0
800 Other	-	-	-	-	25,278	10,513	\$ 5,974	\$ 6,234	\$ 6,550	\$ 6,866
819 Other Debt	-	-	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ -	\$ -	\$ -	\$ -	\$ 982,763	\$ 1,280,095	\$ 1,739,312	\$ 1,883,197	\$ 2,043,957	\$ 2,204,717
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ -	\$ -	\$ -	\$ -	\$ (378,402)	\$ (241,512)	\$ (175,777)	\$ (147,188)	\$ (92,459)	\$ (37,730)
Nonoperating Receipts/(Disbursements)										
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ -	\$ -	\$ 25,947	\$ 93,914	\$ 331,723	\$ 362,765	\$ 401,567	\$ 440,369
State Grants (3200, except 3211)	-	-	-	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	210,098	200,000	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	157,500	155,000	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	(104,760)	\$ (75,000)	\$ (100,000)	\$ (32,740)	-
Interest and Fiscal Charges	-	-	-	-	(5,413)	(4,078)	\$ (25,050)	\$ (20,550)	\$ (1,455)	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ -	\$ -	\$ -	\$ -	\$ 388,132	\$ 340,077	\$ 231,673	\$ 242,215	\$ 367,372	\$ 440,369
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ -	\$ -	\$ -	\$ 9,730	\$ 98,565	\$ 55,896	\$ 95,027	\$ 274,913	\$ 402,639
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,730	\$ 108,294	\$ 164,190	\$ 259,217	\$ 534,130
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 9,730	\$ 108,294	\$ 164,190	\$ 259,217	\$ 534,130	\$ 936,769

Assumptions

Staffing/Enrollment

Total Student Enrollment	120	180	200	225	250
Instructional Staff	10.00	12.00	14	16	18
Administrative Staff	3.00	3.00	3	3	3
Other Staff	0.00	0.00	0	0	0

Purchased Services

Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 118,173.00	\$ 158,400.00	\$ 163,152.00	\$ 168,047.00	\$ 173,088.00
Utilities	-	-	-	-	-	\$ 15,066.87	15,450.00	15,914.00	16,391.00	16,883.00
Other Facility Costs	-	-	-	-	-	47,103.45	48,925.00	50,393.00	51,905.00	53,462.00
Insurance	-	-	-	-	-	13,023.00	15,000.00	15,450.00	15,914.00	16,391.00
Management Fee	-	-	-	-	-	\$ 0.00	-	-	-	-
Sponsor Fee	-	-	-	-	-	\$ 28,273.77	32,246.00	41,460.00	46,066.00	51,825.00
Audit Fees	-	-	-	-	-	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09
Contingency	-	-	-	-	-	68,862.93	155,886.23	157,791.28	166,675.38	173,996.22
Transportation	-	-	-	-	-	-	-	-	-	-
Food Service	-	-	-	-	-	61,789.73	75,000.00	77,250.00	79,568.00	81,955.00
Legal	-	-	-	-	-	742.50	764.78	787.72	811.35	835.69
Marketing	-	-	-	-	-	1,000.00	1,500.00	1,929.00	2,143.00	2,411.00
Consulting	-	-	-	-	-	55,000.00	63,000.00	64,890.00	66,837.00	68,842.00
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 419,035.25	\$ 576,472.00	\$ 599,626.00	\$ 625,285.00	\$ 650,944.00

Receipts

Opportunity Grant per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,010.00	\$ 6,020.00	\$ 6,020.00	\$ 6,020.00	\$ 6,020.00
Targeted Assistance per FTE Student	-	-	-	-	-	214.00	214.00	214.00	214.00	214.00
K-3 Literacy Funding per FTE Student	-	-	-	-	-	320.00	320.00	320.00	320.00	320.00
Econ Disadvantaged Funding per FTE Student	-	-	-	-	-	717.00	717.00	717.00	717.00	717.00
Career Tech Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Gifted Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
LEP Funding	-	-	-	-	-	222.00	222.00	222.00	222.00	222.00
State Special Education Funding	-	-	-	-	-	36,532.00	57,180.52	63,533.91	71,475.65	79,417.39
Transportation Funding	-	-	-	-	-	-	-	-	-	-
Facilities Funding per FTE Student	-	-	-	-	-	200.00	200.00	200.00	200.00	200.00
Food Services Receipts per FTE Student	-	-	-	-	-	517.51	540.01	540.01	540.01	540.01
Title I Allocation per Eligible FTE Student	-	-	-	-	-	969.00	969.00	969.00	969.00	969.00
Title II-A Allocation per Eligible FTE Student	-	-	-	-	-	77.00	77.00	77.00	77.00	77.00
Title VI-B (IDEA B) Funding	-	-	-	-	-	52,346.00	52,346.00	52,346.00	52,346.00	52,346.00
USDOE Competitive Grants	-	-	-	-	-	-	-	-	-	-
ODE Competitive Grants	-	-	-	-	-	-	-	-	-	-
E-Rate Grants	-	-	-	-	-	-	-	-	-	-
Board Philanthropic Grants	-	-	-	-	-	-	-	-	-	-
Foundation Grants	-	-	-	-	-	-	-	-	-	-
Other Grants	-	-	-	-	-	-	-	-	-	-

Disbursements

Instruction Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	52.50%	54.60%	58.00%	59.40%	64.80%
Admin/Operations Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	25.80%	22.30%	20.70%	19.10%	18.90%
Instruction Supplies/Tech per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 604.00	\$ 483.00	\$ 447.00	\$ 409.00	\$ 379.00
Instruction Supplies/Tech per Teacher	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,071.00	\$ 9,662.00	\$ 8,949.00	\$ 8,187.00	\$ 7,583.00
Inflation Adjustment for Instruction Staff	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Admin/Ops Staff	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Instruction Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Admin/Ops Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Facilities Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
One-Time Facilities/Utilities Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 15,000.00	\$ 10,000.00
Sponsor Fees (% of State Foundation)	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Unrestricted Expenses / Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Financial Metrics

Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ 5,413	\$ 108,838	\$ 100,050	\$ 120,550	\$ 34,195	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	-26.30	0.48	1.56	1.79	9.04	0.00
Growth in Enrollment	XXXX	0.00%	0.00%	0.00%	0.00%	0.00%	50.00%	11.11%	12.50%	11.11%
Growth in New Capital Outlay	XXXX	0.00%	0.00%	0.00%	0.00%	150.74%	0.30%	-32.99%	-24.42%	-32.30%
Growth in Operating Receipts	XXXX	0.00%	0.00%	0.00%	0.00%	71.85%	50.54%	11.03%	12.41%	11.04%
Growth in Non-Operating Receipts/Expenses	XXXX	0.00%	0.00%	0.00%	0.00%	-12.38%	-31.88%	4.55%	51.67%	19.87%
Days of Cash	0.00	0.00	0.00	0.00	0.00	0.01	0.06	0.09	0.13	0.24

Assumptions Narrative Summary

9 Year Budget Forecast											
Global Ambassadors Language Academy (GALA)											
9 Year Budget Forecast		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Total
Total Revenue		\$193,555	\$2,258,083	\$3,165,159	\$3,856,485	\$4,575,068	\$5,377,031	\$6,020,989	\$6,595,952	\$7,136,416	\$39,178,737
Total Expenses		\$189,556	\$1,799,535	\$3,064,063	\$3,573,469	\$4,315,532	\$4,992,132	\$5,492,372	\$5,916,472	\$6,234,677	\$35,577,809
Balance Over/(Under)		\$3,999	\$458,548	\$101,096	\$283,016	\$259,536	\$384,899	\$528,617	\$679,480	\$901,739	\$3,600,929
Total Enrollment (see staff & students tab)		-	175	253	323	386	452	508	558	605	-
Estimated Enrollment of Cleveland resident students / FRL (85%)		-	149	215	275	328	384	432	474	514	-
Cost per student		-	\$10,269	\$12,100	\$11,055	\$11,173	\$11,045	\$10,812	\$10,603	\$10,305	-
Grades		-	K-1	K-2	K-3	K-4	K-5	K-6	K-7	K-8	-
		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Total
Revenue	Per Pupil										
Local Revenue											
CMSD Sponsorship Levy (expires after 2016/17)(renewed 5 yrs)	\$750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Local Revenues		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Revenue											
State Foundation (Per Pupil, \$6,000, 100%) (\$5,900 in FY16)	\$6,000	\$0	\$1,033,905	\$1,519,429	\$1,939,429	\$2,317,429	2,712,000	3,048,000	3,348,000	3,630,000	\$19,548,190
State Foundation (Targeted Assistance, \$200, 85%)	\$355	\$0	\$52,878	\$76,415	\$97,537	\$116,547	136,391	153,289	168,377	182,559	\$983,992
State Foundation (LEP, \$1,363, 10%)	\$15,143	\$0	\$265,363	\$383,478	\$489,479	\$584,880	684,464	769,264	844,979	916,152	\$4,938,060
State Foundation (K-3 Literacy, \$290)	\$290	\$0	\$50,819	\$73,439	\$93,739	\$87,870	87,870	87,870	87,870	87,870	\$657,347
Special Education (Category 1, \$1,365, 25%)	\$1,078	\$0	\$47,227	\$68,248	\$87,113	\$104,091	121,814	136,906	150,381	163,048	\$878,827
Special Education (Category 2, \$3,464, 15%)	\$3,464	\$0	\$91,054	\$131,583	\$167,955	\$200,689	234,859	263,957	289,937	314,358	\$1,694,391
Parity (Economically Disadvantaged, \$1,088, 85%)	\$882	\$0	\$131,376	\$189,853	\$242,332	\$289,563	338,864	380,848	418,333	453,569	\$2,444,736
Food Service Reimbursement (\$515, 85%)	\$607	\$0	\$90,414	\$130,658	\$166,775	\$199,280	233,209	262,103	287,900	312,150	\$1,682,488
Transportation Reimbursement (\$915 per pupil, beg. 2nd yr.)	\$915	\$0	\$0	\$45,750	\$45,750	\$45,750	91,500	91,500	91,500	91,500	\$503,250
Other: Facility Bricks & Mortar (\$150, 100%)	\$200	\$0	\$35,048	\$25,324	\$32,324	\$38,624	45,200	50,800	55,800	60,500	\$343,619
Total State Revenues		\$0	\$1,798,083	\$2,644,175	\$3,362,431	\$3,984,723	\$4,686,172	\$5,244,536	\$5,743,076	\$6,211,704	\$33,674,901
Federal Revenue											
Title I (85%)	\$1,657	\$0	\$0	\$480,080	\$455,265	\$543,997	\$636,619	\$715,493	\$785,915	\$852,112	\$3,617,369
Title I SI		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title II-A (PD)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title D (Tech)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title III (LEP & Immigrant)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Title V (Innovative Ed)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IDEA B (Spec. Ed) (\$2,000, 6%)	\$2,000	\$0	\$0	\$40,903	\$38,789	\$46,349	\$54,240	\$60,960	\$66,960	\$72,600	\$308,200
PCSP (up to 2015/16, 16/17, 17/18)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Federal Revenues		\$0	\$0	\$520,983	\$494,053	\$590,346	\$690,859	\$776,453	\$852,875	\$924,712	\$4,850,281
Total Public Revenue			\$1,798,083	\$3,165,159	\$3,856,485	\$4,575,068	\$5,377,031	\$6,020,989	\$6,595,952	\$7,136,416	\$38,525,182
Fundraising Revenue											
Individual Contributions/Donations		\$135,555	\$210,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$345,555
Foundation Grants / Corporate Sponsorship		\$58,000	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$308,000
Fundraisers		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue generated from Summer Camp		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue generated from Before and After Care		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Fundraising Revenues		\$193,555	\$460,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$653,555
Total Revenue		\$193,555	\$2,258,083	\$3,165,159	\$3,856,485	\$4,575,068	\$5,377,031	\$6,020,989	\$6,595,952	\$7,136,416	\$39,178,737

9 Year Budget Forecast											
Global Ambassadors Language Academy (GALA)											
9 Year Budget Forecast		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Total
Expenses	Positions										
Administrative Personnel Costs	# positions										
Executive Management (Executive Director)(July)	1,1,1,1,1,1,1,1,1	\$0	\$73,000	\$74,460	\$75,949	\$77,468	\$79,018	\$80,598	\$82,210	\$83,854	\$626,557
Instructional Management (Principal of GALA) (yr 1 May & June FTE)(SPANISH IMMERSION)	1,1,1,1,1,1,1,1,1	\$0	\$72,000	\$73,440	\$74,909	\$76,407	\$77,935	\$79,494	\$81,084	\$82,705	\$617,974
Instructional Management (Assistant Principal of GALA)(yr 1 May & June FTE) EARLY FOCUS ON IB, MANDARIN IMMERSION, BECOMES PRINCIPAL IN Y4)	0,1,1,1,1,1,1,1,1	\$0	\$50,000	\$62,000	\$63,240	\$64,505	\$65,795	\$67,111	\$68,453	\$69,822	\$510,926
Manager of Operations	0,0,0,0,1,1,1,1,1	\$0	\$0	\$0	\$0	\$40,000	\$40,800	\$41,616	\$42,448	\$43,297	\$208,162
Director of Finance (see below in "Contracted")	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: Family Support Liaison (yr.1 June)	1,1,1,1,2,2,2,2,2	\$0	\$31,000	\$31,620	\$32,252	\$61,897	\$63,135	\$64,398	\$65,686	\$67,000	\$416,989
Administrative Assistant(s)	0,1,1,2,2,2,2,2,2	\$0	\$25,000	\$25,500	\$54,010	\$55,090	\$56,192	\$57,316	\$58,462	\$59,631	\$391,202
Total Administrative Personnel Costs	4,5,6,6,8,8,8,8,8	\$0	\$251,000	\$267,020	\$300,360	\$375,368	\$382,875	\$390,532	\$398,343	\$406,310	\$2,771,809
Instructional Personnel Costs	# positions										
Teachers - Regular (\$39,000)	0,10,13,17,22,27,30,33,36	\$0	\$390,000	\$557,800	\$728,956	\$943,535	\$1,162,406	\$1,305,654	\$1,451,767	\$1,520,805	\$8,060,923
Teachers - Specials(Art/Physical Education/Music) (PTE, \$25,000)	0,2,2,3,3,3,3,3,3	\$0	\$50,000	\$51,000	\$77,020	\$78,560	\$80,132	\$81,734	\$83,369	\$85,036	\$586,851
Literacy Coach (\$39,000)	1,1,1,1,1,1,1,1,1	\$0	\$39,000	\$39,780	\$40,576	\$41,387	\$42,215	\$43,059	\$43,920	\$44,799	\$334,736
Teaching Assistants (FTE \$19,000)	0,2,4,4,6,6, 8, 8, 8	\$0	\$38,000	\$76,760	\$78,295	\$117,861	\$120,218	\$160,623	\$163,835	\$167,112	\$922,704
See below in "Contracted Services": Therapists & Counselors, Substitute Teachers	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
International Baccalaureate Coordinator Stipend	0,1,0,0,0,0,0,0,0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
International Baccalaureate Coordinator	0,0,1,1,1,1,1,1,1	\$0	\$0	\$39,000	\$39,780	\$40,576	\$41,387	\$42,215	\$43,059	\$43,920	\$289,937
Summer Camp Teachers, Stipend - 6 weeks Summer Camp	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Before and After Care Teachers, Stipend - Before and After Care (year-round)	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Instructional Personnel Costs	1,15,20,25,33,38,43,46,49	\$0	\$522,000	\$764,340	\$964,627	\$1,221,919	\$1,446,358	\$1,633,285	\$1,785,951	\$1,861,673	\$10,200,152
Non-Instructional Personnel Costs	# positions										
Nurse (see below in "Contracted Services")	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Librarian	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Custodian (see below in "Contracted Services")	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security (see below in "Contracted Services")	0,0,0,0,0,0,0,0,0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: Cafeteria Assistant (PTE)	0,1,1,1,1,1,1,1,2	\$0	\$18,000	\$18,360	\$18,727	\$19,102	\$19,484	\$19,873	\$20,271	\$40,676	\$174,493
Total Non-Instructional Personnel Costs	0,1,1,1,1,1,1,1,2	\$0	\$18,000	\$18,360	\$18,727	\$19,102	\$19,484	\$19,873	\$20,271	\$40,676	\$174,493
# personnel	5,22,28,33,41,47,52,55,59	5	22	28	33	41	47	52	55	59	
Total Personnel Costs		\$0	\$791,000	\$1,049,720	\$1,283,714	\$1,616,389	\$1,848,716	\$2,043,691	\$2,204,565	\$2,308,659	\$13,146,454
Payroll Taxes & Benefits											
Medicare 1.45%, FUTA.6% applied to 1st \$9K per salary, SUTA .9% applied to 1st \$7K per s		\$0	\$11,470	\$18,497	\$22,475	\$28,235	\$32,305	\$35,718	\$38,401	\$40,379	\$227,479
Employee Benefits (22%)		\$0	\$174,020	\$230,938	\$282,417	\$355,606	\$406,718	\$449,612	\$485,004	\$507,905	\$2,892,220
STRS/SERS (14%)		\$0	\$110,740	\$146,961	\$179,720	\$226,294	\$258,820	\$286,117	\$308,639	\$323,212	\$1,840,504
Workers Compensation (1.7%)		\$0	\$13,447	\$17,845	\$21,823	\$27,479	\$31,428	\$34,743	\$37,478	\$39,247	\$223,490
Total Taxes & Fringe Benefits		\$0	\$309,677	\$414,241	\$506,435	\$637,613	\$729,271	\$806,189	\$869,522	\$910,743	\$5,183,692

9 Year Budget Forecast											
Global Ambassadors Language Academy (GALA)											
9 Year Budget Forecast		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Total
Contracted Services	# positions										
Substitute Teachers (year round for teacher call off)		\$0	\$4,000	\$6,000	\$8,000	\$10,000	\$12,000	\$14,000	\$16,000	\$18,000	\$88,000
Substitute Teachers (for Professional Development days)		\$0	\$3,200	\$4,800	\$6,000	\$7,200	\$8,400	\$9,600	\$10,400	\$11,200	\$60,800
Confucius Teachers	0,0,2,3,3,3,3,3,3	\$0	\$0	\$10,000	\$30,000	\$45,000	\$60,000	\$60,000	\$60,000	\$60,000	\$325,000
Legal		\$1,500	\$5,000	\$5,100	\$5,202	\$5,306	\$5,412	\$5,520	\$5,631	\$5,743	\$44,415
EMIS/Finance/Treasurer/Payroll/Accounting (est. \$5,000/month)		\$1,500	\$63,000	\$63,600	\$66,000	\$67,200	\$68,400	\$69,600	\$70,800	\$72,000	\$542,100
Audit (\$10,000 annual)		\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$70,000
Nurse/Health Services		\$0	\$9,120	\$9,302	\$9,488	\$9,678	\$9,872	\$10,069	\$10,271	\$10,476	\$78,277
Special Education - Category 1 & 2		\$0	\$117,538	\$169,856	\$216,807	\$259,063	\$303,172	\$340,733	\$374,270	\$405,795	\$2,187,235
Sponsorship Fee 3%		\$0	\$52,891	\$77,193	\$98,531	\$117,010	\$136,484	\$153,067	\$167,873	\$181,791	\$984,841
Other: Custodian (estimate \$1.20 per sq ft, total 32208 sq ft) Y1	32200	\$0	\$23,184	\$28,980	\$38,640	\$38,640	\$38,640	\$38,640	\$38,640	\$38,640	\$284,004
Other: Executive Management (Director)(Sep15-Jun16)		\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Other: Instructional Management (Principal of GALA) (Oct15-Apr16)		\$37,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,000
Other: Instructional Management (Assistant Principal of GALA) (yr 1 Feb-April)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: Manager of Operations		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other: Curriculum & Instruction Experts		\$10,000	\$5,000	\$5,100	\$5,202	\$5,306	\$5,412	\$5,520	\$5,631	\$5,743	\$52,915
Other: Development		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$8,000	\$8,000	\$8,000	\$84,000
Other: Marketing (student recruitment)		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$8,000	\$8,000	\$8,000	\$84,000
Other: Family Support Liason (yr. 1 Feb-April)		\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Other: Transportation (est. \$400/day, 190 days, 1 bus, 50 students)		\$0	\$0	\$76,000	\$76,000	\$76,000	\$152,000	\$152,000	\$152,000	\$152,000	\$836,000
Other: Tech Support		\$6,000	\$6,000	\$7,500	\$7,650	\$7,803	\$7,959	\$8,118	\$8,281	\$8,446	\$67,757
Total Contracted Services		\$103,500	\$308,933	\$493,431	\$597,520	\$678,207	\$837,752	\$892,869	\$945,796	\$995,835	\$5,853,843

9 Year Budget Forecast											
Global Ambassadors Language Academy (GALA)											
9 Year Budget Forecast		2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Total
School Operations - Equipment, Supplies and Other											
Board Expenses (printing, trianing, background checks, refreshments)		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$13,500
Classroom/Teaching Supplies & Materials/Textbooks, Workbook	\$125	\$10,000	\$31,655	\$40,405	\$48,280	\$56,500	\$63,500	\$69,750	\$75,625	\$75,625	\$471,339
Special Education Supplies and Materials- Category 1 & 2		\$0	\$20,742	\$29,975	\$38,260	\$45,717	\$53,501	\$60,129	\$66,048	\$71,611	\$385,983
Office Supplies & Materials		\$8,000	\$2,000	\$3,000	\$4,000	\$5,000	\$6,000	\$7,000	\$7,500	\$8,000	\$50,500
Equipment and Furniture - Classroom (St.Vincent furnished)	\$1,500	\$10,000	\$3,000	\$3,000	\$3,000	\$3,000	\$2,000	\$2,000	\$1,000	\$1,000	\$28,000
Equipment and Furniture - Administrative and Cafeteria		\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$13,000
Telephone- landline		\$0	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$16,000
Telephone- staff cell phones	\$590	\$688	\$11,210	\$16,520	\$19,470	\$24,190	\$27,730	\$30,680	\$32,450	\$34,810	\$197,748
Technology - Students		\$7,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$1,000	\$1,000	\$1,000	\$20,000
Technology - Staff	\$500	\$3,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$11,000
Student Testing & Assessment	\$70	\$0	\$12,267	\$17,727	\$22,627	\$27,037	\$31,640	\$35,560	\$39,060	\$42,350	\$228,267
Field Trips		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Library Books & Audio Visual Materials		\$1,000	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$5,000
Other: International Baccalaureate Organization fees		\$0	\$0	\$4,000	\$9,500	\$9,500	\$7,600	\$7,600	\$7,600	\$7,600	\$53,400
Federal Title I		\$0	\$0	\$480,080	\$455,265	\$543,997	\$636,619	\$715,493	\$785,915	\$852,112	\$3,617,369
Federal Title II A		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IDEA B		\$0	\$0	\$40,903	\$38,789	\$46,349	\$54,240	\$60,960	\$66,960	\$72,600	\$308,200
Office Expense - Copying/Copier		\$0	\$8,000	\$16,000	\$24,000	\$24,000	\$24,000	\$24,000	\$32,000	\$32,000	\$184,000
Office Expense - Postage		\$1,000	\$2,000	\$2,000	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000	\$4,500	\$24,500
Office Expense - Compliance data software		\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Office Expense - Food service software		\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Professional Development (all FTE staff: training, workshops, conferences)		\$10,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$50,000
Staff Recruitment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Food Service/School Lunch (BF 1.30 + L 2.15 + S .67)*190	\$783	\$0	\$137,211	\$198,285	\$253,095	\$302,424	\$353,916	\$397,764	\$436,914	\$473,715	\$2,553,326
Other: Travel		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$18,000
Total School Operations		\$59,188	\$249,085	\$866,894	\$933,285	\$1,105,214	\$1,278,746	\$1,428,436	\$1,569,072	\$1,689,923	\$8,255,131
Facility Operation & Maintenance											
Insurance (Property/Liability, School Leaders, Umbrella)	\$13,300	\$3,325	\$13,300	\$13,300	\$14,000	\$16,000	\$18,000	\$20,000	\$22,000	\$24,000	\$143,925
Building and Land Rent/Lease	\$6, 2% increase	\$11,543	\$64,458	\$163,723	\$166,302	\$186,057	\$199,754	\$216,488	\$220,817	\$220,817	\$1,449,959
Repairs & Maintenance		\$1,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$17,000
Security (camera system)		\$6,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$14,000
Utilities (gas, electric, water)	\$2.50	\$0	\$55,083	\$59,753	\$69,213	\$73,053	\$76,893	\$81,700	\$81,700	\$81,700	\$579,093
Renovation/Construction		\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
Total Facility Operation & Maintenance		\$26,868	\$140,841	\$239,776	\$252,514	\$278,110	\$297,647	\$321,188	\$327,517	\$329,517	\$2,213,976
Total Expenses		\$189,556	\$1,799,535	\$3,064,063	\$3,573,469	\$4,315,532	\$4,992,132	\$5,492,372	\$5,916,472	\$6,234,677	\$35,577,809
Under/(Over)		\$3,999	\$458,548	\$101,096	\$283,016	\$259,536	\$384,899	\$528,617	\$679,480	\$901,739	\$3,600,929

Year	Year, Grades	Enrollment	Expenses	Funding Need	Cost Per Student
2015/2016	Year 0, Planning	0	\$189,556	\$3,999	0
2016/2017	Year 1, K-1	175	\$1,799,535	\$458,548	\$10,269
2017/2018	Year 2, K-2	253	\$3,064,063	\$101,096	\$12,100
2018/2019	Year 3, K-3	323	\$3,573,469	\$283,016	\$11,055
2019/2020	Year 4, K-4	386	\$4,315,532	\$259,536	\$11,173
2020/2021	Year 5, K-5	452	\$4,992,132	\$384,899	\$11,045
2021/2022	Year 6, K-6	508	\$5,492,372	\$528,617	\$10,812
2022/2023	Year 7, K-7	558	\$5,916,472	\$679,480	\$10,603
2023/2024	Year 8, K-8	605	\$6,234,677	\$901,739	\$10,305

\$3,600,929

POLICY: Fiscal Management

Organization: Global Ambassadors Language Academy (hereinafter “School”)

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SECTION 501 - FEDERAL FUNDS

It is the objective of the Board of Education to provide equal educational opportunities for all students within the School. Therefore, it is the intent of the Board to study Federal legislation to

enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Director shall review new Federal education legislation and prepare proposals for programs s/he deems would be of aid to the students of this School. The Director shall approve each such proposal prior to its submission. Board approval is required for each grant submission requiring a local match. The Board shall take action to approve receipts from all grants resulting from such proposals.

The Board regards available Federal funds of aid to public schools and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accord with Federal guidelines on discrimination. All Federal funds received by the School will be used in accordance with the applicable Federal law. The Director shall ensure that each draw of Federal monies is as close as administratively feasible to the related program expenditures.

No Federal funds received by the Board shall be used to:

<input type="checkbox"/>	A.	Develop or distribute materials, or operate programs or courses of instruction directed at youths, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual;
<input type="checkbox"/>	B.	Distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;
<input type="checkbox"/>	C.	Provide sex education or HIV-prevention in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or
<input type="checkbox"/>	D.	Operate a program of contraceptive distribution in schools.

Compliance Supplement for Single Audits of State and Local Governments 20 U.S.C. 7906

SECTION 502 - INVESTMENT AND DEPOSITORY POLICY

Objectives and Guidelines

The following investment objectives will be applied in the management of this public entity's funds:

- A. The primary objective shall be the preservation of capital and protection of principal while earning investment interest.
- B. In investing public funds, the Treasurer will strive to achieve a fair and safe average rate of return on the investment portfolio over the course of budgetary and economic cycles taking into account state law, safety considerations, and cash flow requirements.
- C. The investment portfolio shall remain sufficiently liquid to enable the Treasurer to meet reasonable anticipated operating requirements.

- D. The investment portfolio should be diversified in order to avoid incurring potential losses regarding individual securities which may not be held to maturity, whether by erosion of market value or change in market conditions.
- E. Investments shall be made with the exercise of that degree of judgment and care, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.
- F. Bank account relationships will be managed in order to secure adequate services while minimizing costs. Deposits should be concentrated in single accounts except where audit control considerations dictate otherwise.

Authorized Financial Institutions and Dealers

U.S. Treasury and Agency securities purchased outright shall be purchased only through financial institutions located within the State of Ohio or through “primary securities dealers” as designated by the Federal Reserve Board.

Certificates of Deposits shall be transacted through commercial banks with FDIC coverage which are located with the State of Ohio and qualify as eligible financial institutions under Ohio Revised Code, Chapter 135.

Maturity

To the extent possible, the Treasurer will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the Treasurer will not directly invest in securities maturing more than five years from the date of purchase.

Derivatives

Investments in derivatives and in stripped principal or interest obligations of eligible obligations are strictly prohibited. A derivative means a financial instrument or contract or obligation whose value or return is based upon or linked to another asset or index, or both, separate from the financial instrument, contract, or obligation itself. Additionally, any security, obligation, trust account, or instrument that is created from an obligation of a federal agency or instrumentality or is created from both is considered a derivative instrument.

Allowable Investments

The Treasurer may invest in any instrument or security authorized in Ohio Revised Code, Chapter 135 as amended. A copy of the appropriate O.R.C. section will be kept with this policy.

Collateral

All deposits shall be collateralized by the banking institutions with specific collateral.

Reporting

The investing authority shall establish and maintain an inventory of all obligations and securities acquired by the investing authority. The inventory shall include the description of the security, type, cost par value, maturity date, settlement date, and coupon rate. The investing authority shall produce a monthly portfolio reporting detailing the current inventory of all obligations and securities, and all transactions during the month, income received, and investment expenses paid, and the names of any persons affecting transactions on behalf of the investment authority.

Pursuant to O.R.C. Chapter 135, all brokers, dealers, and financial institutions initiating transactions with the investment authority by giving advice or making investment policy, or executing transactions initiated by the investment authority, must acknowledge their agreement to abide by the investment policy's content. They must also agree to keep a current copy of the Academy's approved investment policy on file.

R.C. 133.23, 135.01-.21, 135.22, 45, 135.142, 3317.06, 3315.01, 3315.40, 5705.10

SECTION 503 - BORROWING

Upon the initiative of the Board of Education and as provided by the laws of the State of Ohio, including the Uniform Bond Law and the Ohio Constitution the Treasurer shall prepare the data necessary for any applications regarding borrowing of cash for ongoing operations or special projects previously approved by the Board.

Funds shall be borrowed from a responsible individual or organization offering the most favorable terms, as approved by the Board.

SECTION 504 - BAD CHECKS

When the School receives a check from a student or parent that, when deposited, is returned marked "insufficient funds", the Treasurer shall provide an opportunity for the payer to make proper payment. If payment is not received within ten (10) working days, or the monies do not appear to be collectable, the Board of Education authorizes the Treasurer to remove the fee or charge from the School's Accounts Receivable and to take appropriate action against the student and/or the parents.

SECTION 505 - STUDENT FEES, FINES, AND CHARGES

The Board of Education will provide the necessary textbooks and/or electronic textbooks required by the course of study free of charge for its students. The Board may, however, need to levy certain charges to students to facilitate the utilization of other appropriate learning materials used in the course of instruction. If the School determines that a student is in serious financial need, it may choose to provide any or all such materials free of charge. Any such waiver of these charges shall be made in accordance with other Board policies.

A charge shall not exceed the combined cost of the material used, freight and/or handling charges, and nominal add-on for loss. Money received from resale of such material shall be returned to the Treasurer with an accurate accounting of all transactions.

Fees

For the purposes of this policy, "school fees" or "fees" mean any monetary charge collected by the School from a student or the parent(s) or guardian of a student as a prerequisite for the student's participation in any curricular or extra-curricular program of the School.

"School fees" include, but are not limited to, the following:

<input type="checkbox"/>	A.	All charges for required workbooks and instructional materials
<input type="checkbox"/>	B.	All charges and deposits collected by a school for use of school property (e.g., locks, towels, laboratory equipment)

Fines

When school property, equipment, or supplies are damaged, lost, or taken by a student, a fine will be assessed. The fine will be reasonable, seeking only to compensate the school for the expense or loss incurred. The late return of borrowed books or materials from the school libraries will be subject to appropriate fines. Any fees, fines, and/or other charges collected by members of the staff shall be turned in to the Treasurer within one (1) business day after collection.

In accordance with R.C. 3313.642, failure to pay fees and fines may result in the withholding of grades and credit. In the event the above course of action does not result in the fee being collected, the Board authorizes the Treasurer to take the student and/or his/her parents to Small Claims Court for collection. Nothing in this policy restricts the right of access of a parent or student to school records or to receive copies of such records, as required by Federal and State laws. R.C. 3313.642, 9.38

SECTION 506 - WAIVER OF SCHOOL FEES

The School shall waive fees assessed by the School only for students whose parent(s) or guardians are unable to afford them. The Director may, as deemed necessary, establish additional procedures to supplement the procedures established in this policy regarding the requests for the waiver of fees.

Eligibility Standards

Students eligible for a waiver of school fees include, but are not limited to, the following:

<input type="checkbox"/>	A.	Students who qualify for free lunches or breakfasts under the School Free Lunch Program Act.
<input type="checkbox"/>	B.	Proof that student is receiving TANF assistance.

Notification to Parents

<input type="checkbox"/>	A.	Annually the substance of this policy shall be communicated in writing to the parent(s) or guardian of all students in the School.
<input type="checkbox"/>	B.	The first bill or notice sent to parents or guardians who owe fees shall state:
<input type="checkbox"/>	<input type="checkbox"/>	1. The School will waive fees for persons unable to afford them in accordance with its policy.
<input type="checkbox"/>	<input type="checkbox"/>	2. The procedure for applying for a fee waiver, and the name, address and telephone number of the person to contact for information concerning a waiver.

Procedures for Resolution of Disputes

<input type="checkbox"/>	A.	A parent(s) or guardian who cannot pay school fees may submit an application for waiver of fees to the Treasurer. The application must contain the following:
<input type="checkbox"/>	<input type="checkbox"/>	1. Name(s) of student(s)
<input type="checkbox"/>	<input type="checkbox"/>	2. Name of parent(s) or guardian(s)
<input type="checkbox"/>	<input type="checkbox"/>	3. Address of parent(s) or guardian(s)
<input type="checkbox"/>	<input type="checkbox"/>	4. Phone number of parent(s) or guardian(s)
<input type="checkbox"/>	<input type="checkbox"/>	5. School where child(ren) attend(s)
<input type="checkbox"/>	<input type="checkbox"/>	6. Reason for request for waiver of fees
<input type="checkbox"/>	<input type="checkbox"/>	The Treasurer shall have the authority to review the waiver request and request such further information, if any, as s/he deems necessary in order to make a decision on that request.
<input type="checkbox"/>	B.	No fee shall be collected from any parent(s) or guardian who is seeking a fee waiver in accordance with the School's policy until the School has acted on the initial request or appeal (if any is made), and the parent(s) or guardian have been notified of the decision.
<input type="checkbox"/>	C.	If the Treasurer denies a request for fee waiver, then a copy of the decision shall be mailed to the parent(s) or guardian within fifteen (15) school days of receipt of the request. The decision shall state the reason for the denial and shall inform the parent(s) or guardian of the right to appeal, including the process and timelines for that action. The denial notice shall also include a statement informing the parent(s) or guardian that reapplication may be made for a waiver any time during the school year, if circumstances change.
<input type="checkbox"/>	D.	An appeal of the Treasurer's decision must be made to the Director within seven (7) calendar days after receipt of the decision. An appeal shall be decided within thirty

	(30) calendar days of the receipt of the parent's or guardian's request for an appeal. The parent(s) or guardian(s) shall have the right to meet with the Director in order to explain why the fee waiver should be granted.
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Nondiscrimination

The Board expects all staff members to exercise the utmost care to see that, as a result of their actions or comments, students cannot differentiate between those students whose parents are unable to purchase required instructional materials or pay required fees and those whose parents can.

SECTION 507 - FISCAL PLANNING

The Board of Education shall collect and assemble the information necessary to discharge its responsibility for the fiscal management of the School and to plan for the financial needs of the educational program. The Board will strive toward maintaining both short and long range projections of the School financial requirements.

Accordingly, the Board directs the Treasurer to:

- | | | |
|--------------------------|----|---|
| <input type="checkbox"/> | A. | Include cost estimates in all ongoing financial requirements; |
| <input type="checkbox"/> | B. | Maintain a plan of anticipated local, State, and Federal revenues; |
| <input type="checkbox"/> | C. | Report to the Board any serious financial implications that emerge from the School's ongoing fiscal planning. |

In addition, the Board directs the Treasurer to maintain annually a detailed five (5) year forecast of estimated optional expenditures and revenues.

Accordingly the Board directs the Director or designee to prepare a long range year-by-year projection of estimated revenues and expenditures in October and May of each fiscal year.

R.C. 9.34, 5705.28, 5705.30,5705.391

SECTION 508 - APPROPRIATIONS AND SPENDING PLAN

The annual appropriation measure shall be designed to carry out the School operations in a thorough and efficient manner, maintain School facilities properly, and honor continuing obligations of the Board of Education.

The Board may establish a Board Service Fund which shall not exceed the greater of two dollars (\$2.00) per enrolled student or \$5,000. The Board Service Fund shall be set aside from the General Fund, on an annual basis, by resolution of the Board and shall be used to pay expenses actually incurred by Board members in the performance of their official duties. Such fund may also be used to pay for the expenses actually incurred by newly elected Board members relative to training and orientation to the performance of their duties prior to taking office. Appropriations from this fund shall not exceed the sum specified by R.C. 3315.15 in any one school year.

An annual appropriations resolution shall be developed, approved, and filed according to statute and the requirements of the Auditor of the State of Ohio.

The Board shall adopt as part of its annual appropriation measure a spending plan (also known as The Five (5) Year Forecast), or in the case of amendment or supplement to an appropriation measure, an amended spending plan setting forth a five (5) year projection of revenue and expenditures of the General, PBA, and any Debt Service related to the General Fund. A copy of the annual appropriation measure and any amendment or supplement to it and the spending plan or amended plan shall be submitted to the Director and shall set forth all revenues available for appropriation by the School during such year and their sources; the nature and amount of expenses to be incurred during the year; the outstanding and unpaid expenses on the date the measure, amendment, or supplement is adopted; the dates by which such expenses must be paid; and any other information the Director requires.

The plan or amended plan shall be presented in such detail and form as the Director prescribes.

R.C. 3313.15, 3316.031, 5705.13, 5705.29, 5705.36, 5705.38(B), 5705.391

R.C. 5705.41, 5705.412, 5705.45

SECTION 509 - APPROPRIATIONS IMPLEMENTATION

The Board of Education places the responsibility of administering the appropriations, once adopted, with the Director. They may consult with the Treasurer when major purchases are considered and shall keep the Treasurer informed as to problems or concerns as the appropriations are being implemented.

The Director shall be authorized to proceed with making financial commitments, purchases, and other expenditures within limits provided in the appropriations, limitations stated in Board policies, and within legal authority expressed in State statutes.

Appropriate financial reports and budget comparison reports shall be submitted monthly to the Board to keep members informed as to the status of the appropriations and overall financial condition of the School.

If, during the fiscal year, it appears to the Treasurer that actual revenues are less than estimated revenues, including the available equity upon which the appropriations from the fund were based, the Director shall present to the Board recommended amendments to the General Appropriations Act that will prevent expenditures from exceeding revenues unless a deficit spending plan is approved by the Board. Such recommendations shall be in accordance with requirements of the law and provisions of any negotiated agreements.

SECTION 510 - PURCHASES

Staff members may request the purchase of supplies and materials provided the immediate supervisor or administrator approves the purchase and there are adequate funds in the budget to

cover the cost. All staff member must abide by the following rules, regulations and procedures when making a purchase.

- A. Verbal approval by itself is never acceptable to make a purchase or place an order on behalf of the School. To insure School payment for any purchase, a requisition must first be completed and the signed by the Director and then sent to the Treasurer. The Treasurer will determine if there are adequate funds available in the budget for the transaction and will then issue a purchase order number if adequate funds are available. If the originator of the purchase does not secure the approval of the Treasurer prior to making the purchase, the originator may be responsible for all or partial payment of the purchase (at the discretion of the Treasurer).
- B. Upon receipt of the purchase (services, supplies and/or materials), the staff member who made the request will be responsible to verify that all items ordered have been received and are acceptable for use. If there are any problems with the items received, the staff member should contact the Treasurer for advice on how to resolve any concerns.
- C. If all items ordered were received and are acceptable for us, the responsible staff member will date, sign and write on the purchase order "OK to pay" and return it to the Treasurer for payment.

Treasurers Stamp

The Treasurer's signature stamp is to be kept locked in a separate location from any blank checks for the accounts that the treasurer has signing authority. It may only be accessed by the Financial Manager.

At any time it is used, the Staff Accountant, Financial and Staffing Administrator and Financial Business Manager should be notified by the Treasurer's e-mail that Treasurer has approved its use.

The Treasurer's signature stamp should only be used to process payments or documents that are considered urgent and when the Treasurer is physically not able to sign the document. When the Treasurer is not able to be contacted, the signature stamp should only be used with the approval of the Financial Manager.

Equipment Purchases

Staff member requests for the purchase of equipment must be initiated through the School Director who will then follow the established procedures for such requested purchases.

Leases and Contracts

All leases and contracts must be initiated by the School Director or Treasurer and approved by the Board of Education. No staff member, School administrator, consultant, parent or any other person has the authority to sign a lease or contract without prior Board approval.

Quotations and Bids

It is the policy of the Board that the School's Administration seek bids on purchases of more than \$25,000 for a single item, except in cases of emergency or when the materials purchased are of

such a nature that price negotiations would not result in a savings to the School or when the item is subject to formal bid.

The Director shall ensure that the specifications for any public improvement project for which bids are solicited do not require any bidder:

<input type="checkbox"/>	A.	To enter into agreements with labor organizations on said public improvement; or
<input type="checkbox"/>	B.	To enter into an agreement that requires its employees to become members of or pay fees or dues to a labor organization as a condition of employment or continued employment.

Bids shall be sealed and shall be opened by the Treasurer (or designee) in the presence of at least one (1) witness.

Soliciting of Bids

The Board, by resolution, may award a bid to the lowest responsive and responsible bidder. For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications which would affect the amount of the bid or otherwise provide a competitive advantage. For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

<input type="checkbox"/>	A.	The experience (type of product or service being purchased, etc.) of the bidder;
<input type="checkbox"/>	B.	The financial condition;
<input type="checkbox"/>	C.	The conduct and performance on previous contracts (with the School or other agencies);
<input type="checkbox"/>	D.	The bidder's facilities;
<input type="checkbox"/>	E.	Management skills;
<input type="checkbox"/>	F.	The ability to execute the contract properly.
<input type="checkbox"/>	G.	A signed affidavit ensuring that neither the bidder nor any sub-contractor has entered into an agreement with any labor organization regarding the public improvement project.

Contracts for Development and Improvement of Facilities

All contemplated contracts for professional design services such as from an architect or for construction management shall be in accordance with R.C. 9.33, 9.333, and 153.54 et seq.

Lease-Purchase Agreements

Lease-purchase agreements entered into by the Board shall be in accordance with R.C. 3313.375.

Requirements

Before the Treasurer places a purchase order, s/he shall check as to whether the proposed purchase is subject to bid, whether sufficient funds exist in the budget, and whether the material might be available elsewhere in the School.

In the interests of economy, fairness, and efficiency in its business dealings, the Board requires that:

	A.	Items commonly used in the various schools or units thereof, be standardized whenever consistency with educational goals can be maintained;
	B.	Opportunity to be provided to as many responsible suppliers as possible to do business with the School. To this end, the Director shall develop and maintain lists of potential suppliers for various types of supplies, equipment, and services including membership in a purchasing cooperative;
	C.	A prompt and courteous reception, insofar as conditions permit, be given to all who call on legitimate business matters.

The Board may acquire equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements, or by lease with an option to purchase, provided the contract sets forth the terms of such a purchase.

R.C. 9.25, 9.30, 9.31, 9.311, 9.312, 153.12, 153.54, 3313.37, 3313.375 3313.46
R.C. 4115.32 et. seq., 4116.02, 4116.03, 5705.41, 5705.45

SECTION 511 - PURCHASES NOT BUDGETED

The laws of the state and the interests of the community demand fiscal responsibility by the Board of Education in the operation of the School. Appropriate fiscal controls are hereby adopted to insure that public moneys are not disbursed in amounts in excess of the appropriations provided the Board.

Other expenditures may be made by the Director or Treasurer following the Board's normal policy, provided a sufficient amount of cash is available in the School's cash reserve to cover the purchase.

SECTION 512 - FISCAL ACCOUNTING AND REPORTING

The School's accounting system is in conformance with the Uniform School Accounting System as prescribed by the Auditor of State for the use of School Districts. The Treasurer is responsible for receiving and properly accounting for all funds of the School.

The financial records must be adequate to:

- A. Guide the making or deferring of purchases, the expansion or curtailing of programs and the controlling of expenses.
- B. Ensure that current data are immediately available and in such form that routine summaries can be readily made.
- C. Serve as a guide to budget estimates for future years.
- D. Show that those in charge have handled funds within limitations established by law and in accordance with Board policy.

The Board receives monthly financial statements from the Treasurer which show ending cash fund balances, receipts, disbursements, and budget-to-actual variances. The Treasurer makes all other financial reports required by law or by State agencies and submits them to the proper authorities.

The Treasurer provides the Board with any other financial management reports that the Board determines necessary.

Financial records are permanent; the supporting documents may be destroyed only in compliance with the provisions of Ohio law and in compliance with specifications of the School's records commission, the auditor of State and the Ohio Historical Society.

The Board authorized and directs the Treasurer to establish an account structure and related financial accounting procedures for cash basis accounting.

The account structure when used for cash basis accounting purposes should conform with the Uniform School Accounting System issued by the Auditor of the State of Ohio.

Financial accounting policies and procedures shall be developed by the Treasurer to support the cash basis accounting system.

All cash basis accounting procedures will be in writing and approved by the Treasurer.

SECTION 513 - PETTY CASH ACCOUNTS

The Treasurer has the authorization to create petty cash accounts allowing certain administrators to have starting cash for school events where fees are charged and/or to make small purchases for the School. The Director designates the assigned administrator and the Treasurer provides the confirmation of the amount for each Petty Cash account and the procedures/requirements for replenishing the account.

Petty Cash Account Requirements:

1. All Petty Cash accounts must have an assigned administrator.
2. The safekeeping of the money will be the responsibility of the assigned administrator. This administrator must sign a Petty Cash Agreement (confirming their understanding of the Petty Cash requirements) prior to receiving any Petty Cash funds.
3. The Treasurer will disburse Petty Cash funds to the assigned administrator within two weeks after Director approval is confirmed.
4. All Petty Cash Fund disbursements made by the assigned administrator require a receipt. All disbursements made without a receipt will be the personal responsibility of the assigned administrator.
5. No major purchases may be made from the accounts.
6. The assigned administrator must use a tax exemption form for all purchases that may include a sales tax. The School District cannot reimburse for sales tax.

7. All transactions (money coming in and money going out) must be recorded on a written log and provided to the Treasurer upon request. The written log must be turned in to the Treasurer on or before June 30th of each fiscal year.
8. The assigned administrator will repay the full amount of the Petty Cash Fund to the Treasurer on or before June 30th of each fiscal year. Any losses during the school year for any reason (including loss or theft) are the personal responsibility of the assigned administrator.

The process to replenish the Petty Cash Fund will begin when the assigned administrator provides the receipts for purchases made from their Petty Cash Fund to the Director. (No purchase requisition is required.) If the Director approves, the Treasurer will then verify the accuracy of the receipts and the appropriate amount of reimbursement. A check for the approved amount will be processed during the next check run.

SECTION 514 - CASH IN SCHOOL BUILDINGS

Moneys collected by employees and by student treasurers are handled with prudent business procedures, in order to demonstrate the ability of employees to operate in that fashion and to teach such procedures to our students.

All moneys collected are receipted, accounted for and deposited to the next responsible person within 24 hours. When receiving paper or specie money, one person, the collector, will receive and count the money under the supervision of another person, the supervisor. After the receipt of all paper and specie money, the collector will count and total the moneys received; he/she will then verify that amount with the collector. In the event the Treasurer or person in charge of an activity is unable to deposit the money in 24 hours, the money will be accounted for and deposited in the safe. The money can be held no longer than three business days after receipt and the amount must be under \$1,000. If the amount is more than \$1,000, or the money cannot be adequately safeguarded, it must be deposited on the business day following the date of receipt.

In no case shall more than \$10 be left overnight in school buildings (excluding the petty cash account). The Treasurer provides for making bank deposits after regular banking hours in order to avoid leaving money in a school building overnight

Legal Ref.: ORC 9.38

SECTION 515 - USE OF CREDIT AND PURCHASING CARDS

The Board of Education recognizes the values of an efficient method of payment and recordkeeping for certain expenses. The Board, therefore, authorizes the use of School credit and purchasing cards.

The Treasurer shall have the responsibility to specify those authorized to use credit and purchasing cards, the typed of expenses which can be paid by credit or purchasing card, and their proper supervision and use.

Administrative Guidelines

Administrators and/or Board Members are required to complete a purchase order, payable to the bank issuing the School credit card, prior to using the credit card. The amount of the purchase order should reflect the estimated expenditures the administrator anticipates making using the School credit card. After the purchase order is approved by the Director and Treasurer, the Treasurer will make arrangements for the administrator to take possession of a School credit card and for returning the card to the Treasurer.

School credit cards may be used for the following purposes:

- A. Miscellaneous supplies, materials and/or equipment when it is impractical to immediately process a physical check or the School is able to take advantage of short-term purchase discounts.
- B. School business travel, meeting, lodging and meals for an out-of- School meeting or seminar, subject to the reimbursement limits established by board policy.
- C. School business travel, meeting, lodging, and meals of school employees traveling with the administrator subject to the reimbursement limits established by board policy.
- D. The meals of the individuals in attendance at lunch, breakfast, or dinner meeting of the Director when the purpose of the meeting is to discuss school business matters.
- E. Business travel, meeting, lodging and meals of individuals actively being sought for employment in the School.
- F. Gratuities not to exceed twenty percent (20%), in situations where it is customary to tip.
- G. Sales tax (if it is not possible to use a tax-exempt form).

Reimbursement of Business Related Expenses

Upon returning from an approved business trip an employee or Board member shall submit all original invoices and original credit card charge receipts to the Treasurer's Office. Credit card statements will not suffice as invoices. Credit card statements will be mailed directly to the Treasurer's Office. Any late fees assessed to the School due to a staff member failing to submit invoices and credit card receipts on a timely basis will be the responsibility of the staff member. Receipts for meals must include the names of all individuals for whom meals were provided, the purpose of the meeting and substance of the items discussed.

The use of a School credit card for the following items is prohibited:

- A. The purchase of personal goods and services for an administrator, an administrator's spouse, children, or anyone employed or not employed by the School and attending a School business function.
- B. Payment of any fines, penalties or personal liabilities incurred by the administrator or anyone else.
- C. Alcoholic beverages or tobacco.

- D. Fuel for use in a personal vehicle.
- E. Entertainment expenses, including pay-per-view movie charges.
- F. Cash advances.

(Note: this list is not all-inclusive)

The use of a School credit card for personal expenses, such as meals, lodging and travel, of an administrator, an administrator's spouse, children, or anyone employed or not employed by the School and attending a School business function, is not permitted. Persons using a School credit card for personal, non-authorized purposes, or undocumented expenditures shall be held personally responsible for those expenditures. Abuse of the credit card is subject to disciplinary procedures, including termination.

The use of a School credit card does not supersede the required completion of a professional leave form when applicable. These procedures also dictate the reimbursement procedures of the School. The entire balance of the credit card will be paid each month to avoid the payment of any finance or service charges by the School.

The Director or Treasurer can revoke an administrator's credit card privileges at any time. The Board President may revoke a Board member's credit card privileges at any time.

SECTION 516 - COOPERATIVE PURCHASING

The Board of Education recognizes the advantages of centralized purchasing in that volume buying tends to maximize value for each dollar spent. The Board, therefore, encourages the administration to seek advantages in savings that may accrue to this School through joint agreements for the purchase of supplies, equipment, or services with the governing body(ies) of other governmental units.

The Board authorizes the Director and/or Treasurer to negotiate such joint purchase agreements for services, supplies, and equipment which may be determined to be required from time to time by the Board and which the Board may otherwise lawfully purchase for itself, with governmental contracting units as may be appropriate in accordance with State law, the policies of this Board, and the dictates of sound purchasing procedures.

Cooperative or joint purchases require an agreement approved by the Board and the participating contracting body(ies) which shall specify the categories of equipment and supplies to be purchased; the manner of advertising for bids and of awarding contracts; the method of payment by each participating party and such other matters as may be deemed necessary to carry out the purposes of the agreement. Such agreements are subject to all legal bidding requirements.

R.C. 125.04, 167.01 et seq., 3313.812

SECTION 517 - STAFF GIFTS

Students and their Parents are discouraged from the routine presentation of gifts to school employees on occasions such as religious holidays. Where a Student feels a spontaneous desire to present a gift to a staff member, the gift should not be elaborate or unduly expensive. The Board considers as always welcome, and in most circumstances more appropriate, the writing of letters to staff members, expressing gratitude or appreciation.

SECTION 518 - VENDOR RELATIONS

The Board of Education shall not enter a contract knowingly with any supplier of goods or services to this School under which any Board member or officer, employee, or agent of this School has any pecuniary or beneficial interest, direct or indirect, unless the person has not solicited the contract or participated in the negotiations leading up to the contract. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which s/he is the author and which has been properly approved for use in the schools of this School.

Board members and school personnel shall not accept any form of compensation from vendors that might influence their recommendations on the eventual purchase of equipment, supplies, or services. Furthermore, Board members and school personnel shall not accept any compensation from a vendor after a decision has been made to purchase equipment, supplies, or services from said vendor. In addition, Board members or school personnel who recommend purchases shall not enter into a contractual arrangement with a vendor seeking to do business with the School, or a vendor with whom the School is doing business, whereby an individual board member or member of the school staff receives compensation in any form for services rendered.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that a Board member or member of the school staff receives such compensation, albeit unsolicited, from a vendor, the Board member or school staff member shall notify the Treasurer, in writing, that s/he received such compensation and shall thereafter promptly transmit said compensation to the Treasurer at his/her earliest opportunity.

All sales persons, regardless of product, shall clear with the Director's office before contacting any teachers, students, or other personnel of the School. Purchasing personnel shall not show any favoritism to any vendor. Each order shall be placed in accordance with policies of the Board on the basis of quality, price, and delivery with past service a factor if all other considerations are equal.

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SECTION 519 - PAYMENT OF CLAIMS

The Board of Education authorizes the prompt payment of legitimate claims by suppliers of goods and services to the School.

Each bill or obligation of this Board must be fully itemized and verified before a voucher can be drawn for its payment.

When an invoice is received, the Treasurer shall verify that a voucher is properly submitted and that the amount of the invoice is correct.

The originator of the purchase order shall verify that acceptable goods were received or satisfactory services were rendered and the date of receipt.

R.C. 9.11 et seq., 153.13
A.C. 117-2-17

SECTION 520 - PAYROLL AUTHORIZATION

The most substantial payment of public funds for the operation of the School is that which is made to the employees of the Board of Education for services rendered. To ensure that each person so compensated is validly employed by this School and that the compensation remitted fairly represents the services rendered, this policy is promulgated.

Employment of all School personnel whether by the year, term, month, week, day, or hour in contract, temporary, or substitute form must be approved by the Board except where authority to appoint certain personnel of the School has been delegated to the Director.

R.C. 9.40, 3319.36

SECTION 521 - PAYROLL DEDUCTIONS

The Board of Education authorizes in accordance with the provisions of law cited herein that deductions be made from an employee's paycheck upon proper authorization on the appropriate form for the following purposes:

<input type="checkbox"/>	A.	Federal and State income tax	
<input type="checkbox"/>	B.	Social Security or retirement contribution	
<input type="checkbox"/>	C.	Municipal income tax	
<input type="checkbox"/>	D.	School Employees Retirement System	
<input type="checkbox"/>	E.	State Teachers Retirement System	
<input type="checkbox"/>	F.	Contributions to the United Way	
<input type="checkbox"/>	G.	Payment of dues to labor organizations	
<input type="checkbox"/>	H.	Payment of group health insurance premiums.	

The Board of Education declares its willingness to enter into an agreement with any of its employees whereby the employee agrees to take a reduction in salary with respect to amounts

earned after the effective date of such agreement in return for the Board's agreement to use a corresponding amount to purchase an annuity for such employee (or group of employees desiring the same annuity company) from any company authorized to transact the business as specified in law in accordance with Section 403(b) of the Internal Revenue Code, and in accordance with the School's administrative guidelines. However, it shall be clearly understood that the Board's only function shall be the deduction and remittance of employee funds.

Said agreement shall comply with all of the provisions of law and may be terminated as said law provides upon notice in writing by either party. Employees shall contact the Treasurer's Office in writing if they wish to participate in such a program.

In cases when an employee is absent from duty and there is no sick leave applicable, or when the absence is unauthorized, the salary deduction for each day of absence will be based on the employee's current salary divided by the number of work days required in the official school calendar for each job classification. For deductions related to annuities, the employee shall modify their current Salary Reduction Agreement or make arrangements for payments directly to their 403B provider to avoid any over payments by the School.

SECTION 522 - FIXED/CAPITAL ASSET POLICY

The Board of Education, as a steward of the School's property, recognizes that efficient management and full replacement upon loss of assets requires accurate inventory and properly maintained property records.

The School shall conduct a complete inventory every three years, by physical count, of all School-owned equipment and supplies. For the purposes of this policy, "equipment" means a unit of furniture or furnishings, an instrument, a machine, an apparatus or articles which retain shape and appearance with use, is nonexpendable and does not lose its identity when incorporated into a more complex unit.

This School shall maintain a fixed asset accounting system. The fixed asset system shall maintain sufficient information to permit:

1. Preparation of year-end financial statements in accordance with generally accepted accounting principles,
2. Adequate insurance coverage, and
3. Control and accountability.

Each building and additions to buildings are identified by location or name and are described in detail (e.g., size, number of floors, square footage, type of construction, etc.) with the value shown for all individual structures.

Fixed equipment is inventoried by building, by floor and room name or number; each item to be listed individually. (Leased equipment that the School will eventually own must be inventoried.)

Moveable equipment is inventoried by building, floor and room name or number; each item to be listed individually. Any item that has a model number or serial number has that number noted in the description for full identification. All items assigned to a building are the building administrator's responsibility.

All equipment purchased, after the initial inventory, as capital outlay or replacement with a cost of \$500 (per individual item) or more and with an estimated useful life of three years or more is tagged and made part of the equipment inventory.

Televisions, VCRs, computers and any other items highly susceptible to theft have a permanent tag on them.

Any equipment purchased with Federal Funds shall be tagged as such.

A computer-generated listing of all equipment is supplied to each building (if more than one). This listing is updated annually by the close of the school year, or not later than the second Friday in June of each year. This updated listing is then submitted to the Treasurer's office for computer update.

Fixed assets shall be classified with useful lives as follows:

- | | | |
|-----|----------------------------|---------------------------------------|
| (a) | Land | 10 years |
| (b) | Buildings and improvements | 25 years |
| (c) | Leasehold Improvements | Remaining Term of Lease (NTE 5 years) |
| (d) | Furniture and equipment | 5 years |
| (e) | Technology equipment | 3 years |
| (f) | Vehicles | 7 years |

Leased fixed assets and assets which are jointly-owned shall be identified and recorded on the fixed-asset system. Fixed assets shall be recorded at actual, or if not determinable, estimated purchase price or fair market value at the time of acquisition. The method(s) to be used to estimate such price or market value shall be established by the Treasurer.

Depreciation shall be recorded for funded fixed assets using the straight-line depreciation method which conforms to generally accepted accounting principles.

The Treasurer is assisted by the director, business manager, principal(s), office manager, and all other School staff in the performance of this function.

SECTION 523 - STUDENT ACTIVITY FUND

It is the purpose of this policy to establish financial controls for the administration of the normal, legitimate activities of the student body organization.

For purposes of this policy, a "student activity fund" may include, but not be limited to co-curricular and approved extra-curricular activities such as clubs, publications, etc.

Each activity covered by this policy must be recognized by the Board of Education before monies can be collected or disbursed in the name of said activity. Any and all proposed expenditures from a student activity fund must be approved by the Director or their designee prior to disbursement and must serve a valid and proper public purpose.

The Director is directed to obtain a list of student activities with a brief description of their objectives, activities, and limitations of each fund.

The Board authorizes the Treasurer to act on its behalf to review and approve each expenditure from a student activity fund prior to disbursement. In approving an expenditure, the Treasurer shall ensure that it is related to achieving one (1) or more of the stated purposes for which the student activity has been organized and will serve a valid and proper public purpose.

Expenditures shall not be approved if it accrues to the personal benefit of a member of the staff or a member of the student group. Monies are not to be disbursed to a school class or group for any activity or event that will occur after the students have graduated.

The Director shall implement administrative guidelines which will ensure that all student activity funds are managed, recorded, and deposited in accordance with law and sound fiscal practice.

R.C. 9.39, 3313.47, 3313.51, 3313.53, 3315.01, 3315.062

R.C. 3315.12, 3315.14, 3317.024, 5705.41, 5705.412

A.C. 117-2-18, 117-2-20

SECTION 524 – DISASTER RECOVERY PLAN (COMPUTER SYSTEM)

Upon the occurrence of a computer system disaster situation at the School, the Director would be contacted and procedures would be implemented after the School's technology support person(s) assessed the extent of the disaster.

In order to protect the financial data of the School during a computer system disaster, the Treasurer will utilize the MEC A-Site (or comparable system) for ongoing posting of receipts and disbursements. In the event of a School computer system disaster, the Treasurer will access the data (either in person or over the net) to assure the uninterrupted fiscal operations of the School.

SECTION 525 – COMPENSATION POLICY

Introduction: The purpose of this policy is to provide guidance to the process of setting and maintaining compensation levels for School personnel. While the policy does not prescribe specific steps, it establishes broad definitions of practice within which compensation at all levels should be governed.

Policy: All compensation paid by the School shall reflect the overall qualifications of the employee, and shall be reasonably based upon the levels of compensation paid by other employers in the local market for similar work and skill levels. While we need not match a specific level or form of compensation, it is our commitment that

compensation paid by this School fairly reflects the skills, experience, training and education of its employees in a way that is within the scope that other employers actually pay to similarly skilled, trained and educated people for similar job demands.

Standard Requirements:

1. The President, or his designee, with the assistance of the EMO shall establish all compensation types and amounts for all employees of the School, including all policies and practices which he might deem necessary to carry out the appropriate and timely compensation of employees. In addition to cash compensation, the President or his designee may but need not include one or more types of deferred compensation or employee benefits that are usual and customary to similar educational institutions.
2. The President or his designee, with the assistance of the EMO, shall periodically, but not less than once every five years, gather information from independent sources that describe compensation levels of at least five (5) persons that are employed in a position substantially similar to each employee of the School, each employed by a different employer within the local geographic area. This comparative compensation information shall be reported in writing (the "Comparative Compensation Report") to the Board of Trustees, and a copy shall be maintained as part of the permanent records of the School.
3. The Board of Trustees, as well as any designee it may assign, shall review this Comparative Compensation Report within 90 days following its delivery by the President, and shall by itself or with the assistance of a designee review the appropriateness of the compensation level of each employee of the School based upon the comparative compensation levels described in the Report.
4. For purposes of this policy, the Board of Trustees, or its designee, may but need not adjust the compensation level of any employee based upon the review of compensation against the Report, except that in the event that any employee of School is receiving a total compensation level that exceeds the highest comparative compensation in the Report by more than 50%, the Board of Trustees, by itself or with the assistance of a designee, may cause appropriate corrective action to be taken. Forms of corrective action may but need not include required continuing education/training or expansion of responsibilities and duties to that commensurate with the existing compensation level or reduction of compensation to an appropriate level.
5. In determining the appropriateness of compensation for any employee, the Board of Trustees, or its designee, shall consider all relevant factors involving the qualifications, duties, and accomplishments of the employee

in contrast with the same criteria, if known, underlying the comparative compensation report. Such criteria may include such factors as professionalism, length of experience, quality of experience, tenure of employment, quality of skills, capability of replacement by the School, available opportunity of the employee for other employment, competitive employment factors in the marketplace, combination of skills possessed by the employee, efficiency of other offsetting costs posed by the employee, and effectiveness of the employee, and other similar considerations. The nature of the considerations evaluated by the Board or its designee may but need not be uniform for all employees and positions.

6. The President or his designee, with the assistance of the EMO, shall determine the appropriate requirements of education and experience, as well as any other qualifications for acceptable candidates for each teacher/instructor position at the School. These requirements shall include at least any applicable minimum standards established by the Ohio Department of Education, as well as any applicable minimum standards established by the United States Department of Education, or other relevant state or federal agency having competent jurisdiction. These requirements may but need not specify particular level of education, demonstration of competency, course of academic study, or nature of experience or professional accomplishment, so long as the application of the standards does not create an unlawfully discriminatory effect.
7. Nothing in this Policy shall be construed as requiring any particular level of compensation, or mandating any matching characteristics to compensation of others outside the School. To the extent that comparative compensation information includes that of employees that are represented by an organized labor union, such information may but need not be used for purposes of comparison, and if used such use will not create any requirement on the part of the school to adopt such comparative compensation as a standard.
8. The President or his designee, with the assistance of the EMO and any other qualified professionals, shall establish appropriate compensation practices which prudently protect the interests of the School and which provide for the orderly and appropriate compensation of employees, including any proper form of cash compensation, deferred compensation, and employee benefits to the extent that he shall deem appropriate. To the extent that the School determines to provide or make available benefits or other non-cash compensation to its employees, these forms of compensation shall be considered in the evaluation and use of comparative compensation data described in Paragraphs 2 through 5 of this Policy.
9. All cash compensation paid by the School shall be remitted by the EMO or its designated qualified paymaster. No cash compensation may be remitted in any other form.

10. In connection with remitting cash compensation to any employee of the School, the EMP or the designated paymaster shall withhold, properly segregate and timely remit to the respective governing authorities all applicable federal, state and local payroll taxes. The President, or his designee shall provide to the Trustees a written report within thirty (30) days following the close of each fiscal quarter which demonstrates the actions required by this Paragraph 10.
11. Subject to action to the contrary by this Board of Trustees, the President is hereby authorized to take all appropriate steps that he deems reasonably necessary to implement the terms and intent of this Policy, including the implementation of practices which are harmonious with but not specifically described herein.
12. To the extent that the President, by himself or through one or more designees, acts pursuant to Paragraph 10 of this Policy, he shall report in writing to the Board of Trustees within thirty (30) following such action with a description of the action taken and the intended duration of the action.
13. All actions taken by the President or any designee concerning the implementation of this Policy as it concerns any individual employee shall constitute confidential information and be subject to the policies of the School governing the handling of and access to confidential information by persons other than President, his designee, or the Trustees of the School.
14. This Compensation Policy shall become effective as of its adoption, and shall remain in effect until such time that it is amended or repealed by the Trustees.

Special Requirements: None

SECTION 526 - PUBLIC RECORDS REQUEST POLICY

The School shall respond to all Public Records Requests as required by the Ohio Revised Code and the sum of ten cents (\$.10) per page shall be charged to all persons or entities requesting records. Requests can be made in person at the school office during normal business hours or electronically to the Instruction Coordinator.

School records shall not be copied for persons or entities with outstanding balances for copies of records previously requested from this or another public body.

Persons or entities requesting records shall pay for them before they are mailed, or pay for them at the time they are picked up. However, no requests will be filled without prior payment being received.

SECTION 527 - CONFLICT OF INTEREST POLICY

The School and its employees and agents shall abide by the terms, conditions, and provisions of the **Conflict of Interest Policy**.

SECTION 528 - AUDIT/FINANCE COMMITTEE

General Purpose

Report to the Board of Education and assume the responsibility for advising it on financial and audit matters pertaining to the operation of the School.

Appointments and Composition

1. Members of the Audit/Finance Committee shall be appointed annually by the President of the Board.
2. The Chair and members shall be members of the Board of Education.

Responsibilities

1. To review financial statements and the process used to prepare interim financial information submitted to the Board.
2. To work with the Management Company in the preparation of the annual budget.
3. To review audit results.
4. To assure that audit recommendations are appropriately addressed.
5. To review all non-budgeted expenditures over a set dollar amount to be determined by the Board.

Meetings

1. A meeting of the Audit/Finance Committee may be held upon the call of the chair of the Audit/Finance Committee by written notice (which may be delivered by facsimile or electronic mail).
2. Unless notice is waived in a signed statement by the Board member, written notice must be given to all of the members of the Audit/Finance Committee not less than forty-eight (48) hours before the time set for the meeting.
3. Attendance at any meeting by the members of the Committee will constitute a waiver of notice.
4. The notice of meeting shall specify the time, place and purposes of the meeting.
5. Members shall be permitted to participate in any meeting of such Committee by telephone or by any other means of communication as long as everyone can hear one another.

SECTION 529 - SOLICIATION OF FUNDS

General Purpose

Any request from civic institutions, charitable organizations, or special interest groups which involve such activities as patriotic functions, contests, exhibits, sales of products to and by

students, sending promotional materials home with students, graduation prizes, fund raising, and free teaching materials must be carefully reviewed to ensure that such activities promote student interests without advancing the special interests of any particular group.

It is the policy of the Board of Education that students, staff members, and District facilities not be used for advertising or promoting the interests of any nonschool agency or organization, public or private, without the approval of the board or its delegated representative” and any such approval, granted for whatever cause or group, shall not be construed as an endorsement of said cause or group by this Board.

Responsibilities

Any staff member or outside organization desiring to solicit funds on school property must receive permission to do so from the Director. Permission to solicit funds will be granted only to those organization or individuals who meet the permission criteria established by the Director and Treasurer. Solicitation must take place at such times and places and in such a manner as specified in the administrative guidelines provided by the Director and Treasurer. No student may participate in the solicitation of funds without Director’s and Treasurer’s approval.

1. The Board disclaims all responsibility for the protection of, or accounting for, such funds.
2. Solicited funds are not to be deposited in any regular or special accounts of the District unless approved by the Director or Treasurer.
3. A copy of this policy as well as the relevant administrative guidelines (see following page of this policy manual) shall be given to any individual granted permission to solicit funds on District property.

SOLICITATION OF FUNDS – PERMISSION FORM

Any staff member or outside organization desiring to solicit funds on school property must receive permission to do so from the Director. Permission to solicit funds will be granted only to those organization or individuals who meet the permission criteria established by the Director and Treasurer. Solicitation must take place at such times and places and in such a manner as specified in the administrative guidelines provided below. No student may participate in the solicitation of funds without Director's and Treasurer's approval.

1. The Individual seeking permission to solicit funds on school property is solely responsible for the planning, implementation, and oversight of the solicitation activity.
2. The products or services provided must be pre-approved by the Director. Any deviation from the activities approved will be cause for termination of the activity. Restitution of any damage to the school or its students will be the responsibility of the individual seeking permission to solicit funds.
3. The safekeeping of the money will be the responsibility of the primary contact. This individual must sign this Permission Form (confirming their understanding of the Solicitation of Funds requirements) prior to receiving consideration for approval.
4. All transactions (money coming in and money going out) must be recorded on a written log and provided to the Treasurer upon request. The written log must be turned in to the Treasurer at the end of the fundraising activity. Failure to complete this requirement may result in punitive action to the primary contact identified below.
5. All disbursements made during this fund-raising activity require a receipt to document the actual cost of the products/services purchased during this fund-raising activity. All disbursements made without a receipt will be recorded and forwarded to the State Auditor's office, if appropriate.
6. The school will not be responsible for payments, losses or any other costs associated with this activity. Any losses for any reason (including loss or theft) are the personal responsibility of the primary contact.

Date of Request _____ **Dates of Fund-Raising Activity** _____

Name of Primary Contact _____

Street Address, City, State, Zip _____

Home Phone: _____ **Business/Cell Phone:** _____

Name of Organization (if applicable) _____

Description of Fundraising Activity and Budget:
copy of a detailed budget must be submitted with this form)

(Note: A

Fundraising Goal: \$ _____

Use of Funds at Conclusion of Activity:

I understand my responsibilities as outlined above. _____ **Date** _____

Primary Contact

Permission: _____ Date _____
Director Treasurer

Global Ambassadors Language Academy - Organizational Chart, Founding/Year 1

Attachment 26 – GALA Organizational Chart

