

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

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at 4901 Galaxy Parkway, Warrensville Heights, Ohio 44128 (address of school) (“**School**”) in Cuyahoga County, Ohio; and

WHEREAS, the **School** is located in the Warrensville City School District (school district); and

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

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

ARTICLE I

Purpose

1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and charter for services necessary for the operation of the **School**. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.

1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School**’s status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as [Attachment 1.3](#) are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the

Sponsor within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2020, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS the **Sponsor** within three (3) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within three (3) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

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

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary,; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in Attachment 6.4b, the state report cards issued for the School under R.C. 3302.03 and R.C. 3314.07 and any other analysis conducted by the Ohio Department of Education on at least an annual basis;
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7* below); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the School's overall performance. If necessary and appropriate, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. Provided prior written notice is delivered to all members of the School Governing Authority, the **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members (a) fully resign or a majority of its members abandon or be in material breach of its duties hereunder or at law, or (b) act(s) or omit(s) to act in a manner that is likely to cause immediate or irreparable harm to the School and/or its students. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**.

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

ARTICLE II

School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five (5) Directors, who are not owners or employees, or relatives of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. Current resumes which shall include full name, home and/or work address, a valid telephone number and electronic mail address for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing (members, Directors or trustees of the Board) including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within three (3) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5).

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** within ten (10) days of signing.

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

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

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training. If the member chooses to complete the training offered by the **Sponsor**, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length and be completed within ninety (90) days of appointment to the Board. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** discretion.

2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all Board Members are required to obtain a clean criminal background check, including both a BCI and a FBI. The BCI and FBI background checks must have been completed within one (1) year prior to the Board Member being appointed to the **School Governing Authority**. A potential School Governing Authority member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCI and FBI check has been submitted directly to the **Sponsor**. The **Sponsor** shall approve the potential School Governing Authority member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign a consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

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

- (a) Any material breach of any covenant or agreement contained in this Charter, or

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

Written notice of any of the above must be submitted to the **Sponsor** no later than three (3) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

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

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance which shall be readily accessible at all times.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
 - (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and
 - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and

- (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form.
- (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts.
- (v) Check Register – a listing of all checks for the month; and
- (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
- (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
- (viii) Enrollment Records – in the form of monthly FTEs; and
- (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report .

Fiscal Officers will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. Both the Fiscal Officer and **School Governing Authority** will be notified if the **Sponsor** does not receive the required data within seven (7) calendar days of the deadline. Additionally, failure to provide the **Sponsor** with the required data within fifteen (15) calendar days of the deadline may result in a Corrective Action Plan; and

- (c) Signature on this document shall be evidence of granting access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Ohio Department of Education, or other required governmental agencies.
- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions, to the extent it does not violate the attorney-client privilege.
- (f) The **School Governing Authority** shall have a post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the current law requires. The **School**, **School employees** and **School Governing Authority** have an obligation and may be required to attend training and receive technical assistance at the direction of the **Sponsor**.

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

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

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

ARTICLE III

Operations

3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan at all times in accordance with R.C. 3327.016. Under R.C. 3314.091 and 3327.02, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. The **School Governing Authority** must then submit a plan as prescribed by R.C. 3314.091, which includes approval and signature of the **Sponsor**.

3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2](#).

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

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor** shall approve the proposed operator or the **School's** independent operation prior to execution of a contract with the proposed operator or termination of the contract with the current operator.

If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within ten (10) business days of execution. This contract shall be incorporated as [Attachment 3.2](#).

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

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

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

The **School Governing Authority** shall evaluate the performance of its management company. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by October 30th of each year excluding the first year of operation.

3.3 **Non-Sectarian**. The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

3.4 **Disposition of Assets**. To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School** and **School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4](#).

3.5 **Commencement of School Operations**. The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.

3.6 **Safety Plan**. Under R.C. 3313.669, 3313.6110 and 5502.263, the **School Governing Authority or designee** shall submit to the director of public health an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or**

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

3.7 **Racial and Ethnic Balance.** The **School** will attempt to achieve or continue, as the case may be, racial and ethnic balance reflective of the community it serves by doing each of the items recited in [Attachment 3.7](#). Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** within the first two (2) months of the calendar year in order to make necessary adjustments to any marketing plans currently used by the **School** in order to attempt to be reflective of the community it serves.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#) and shall be followed and may not be changed without the prior written consent of the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude; 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 that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex; and

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

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

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

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

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-five (75) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection. The **School's** attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped

students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services.

3.12 **Students with Disabilities.** The **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide all necessary related services or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).

3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year or is otherwise suspended or terminated, or replace the entire **School Governing Authority** or any member of the **School Governing Authority**, should the **School Governing Authority** or any of its members abandon or be in material breach of its duties hereunder or at law. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.

3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).

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

ARTICLE IV

Compliance With Laws

4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.948 (Provision of data to multi-state consortium provided), 3302.037 (Notification of report card results to parents, board), 3309.013 (Exclusions

from definition of employee under ORC section 3309.01), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based absences), 3313.669 and 3313.6610 (SAVE Students Act), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Requirements related to care of students with diabetes), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3314.0210 (Property purchased by operator or management company), 3314.032 (Contents of contract between governing authority and operator), 3314.035 (Publication of names of members of governing authority), 3314.036 (Employment of attorney), 3314.037 (Training on public records and open meetings laws), 3314.038 (Children residing in residential center; reporting), 3314.08 (Annual enrollment reports), 3314.40 (Report of employee conviction or alternative disposition), 3314.401 (Employee investigation report kept in personnel file), 3319.073 (In-service training in child abuse prevention programs), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Multi-sensory structured literacy certification), 3319.22 through 3319.31 (Licensure/certification of employees), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion), 3319.47 (Sexual harassment counseling), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or

superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 3333.31 (Rules for determining student residency), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (Safety Plans) and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 1702 (Non-Profit Corporation Law), 2744 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314 (Community Schools), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

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

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

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

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

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

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

The **School** shall comply with all provisions of Title IX.

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

ARTICLE V

Facilities

5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **4901 Galaxy Parkway, Suite L, Warrensville Heights, Ohio 44128.** If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within three (3) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a).** If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing.

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

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

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and approved by the **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

5.2 **Tax Exempt Status.** Under R.C. 5709.07, real property used by a **School** for primary or secondary educational purposes, including only so much of the land as is necessary for the proper occupancy, use and enjoyment of such real property by the **School** for primary or secondary educational purposes shall be exempt from taxation. This exemption does not apply to any portion of the real property not used for primary or secondary educational purposes.

5.3 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities will be maintained in a clean, healthy manner to the satisfaction of the **Sponsor** and/or as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

5.4 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum of one hundred (100) students; and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. **The School shall serve grades K-8 and ages 5-15.** The **School** shall provide an education plan as detailed in **Attachment 6.3** for all grades listed in this charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

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

approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

6.1.2 If the **School** does not maintain at least one-hundred (100) students during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation or suspend the **School's** operations.

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

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

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** may not change the school calendar or bell schedule without prior approval from the **Sponsor** and the Ohio Department of Education and after consulting with each local traditional school district that transports students to the **School**. Any changes made without this approval may result in a corrective action plan.

6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.

6.4 **Accountability Standards.** The **School's** academic and non-academic goals shall be reflected in the **School's** school improvement plan approved by the **School Governing Authority**. During the first year a **School** enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by October 15th. The **School** and **School Governing Authority** are subject to interventions as detailed in the accountability [Attachment 6.4b](#). The **School Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments approved by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered, met and completed. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** within ten (10) days of the **School** receiving the results and/or no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, for all students, in order to provide guidance for the **Sponsor** to review yearly progress. All assessments and intended benchmarking are identified in [Attachment 6.5](#).

6.6 **High School Diplomas.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.6110, 3313.6113, 3313.6114, 3313.614, 3313.615, 3313.617, 3313.618, 3313.619, 3310.0710, 3301.0711, 3301.0712, 3301.0714, 3314.03, 3326.11 and 3328.34 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available to the **Sponsor** upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements. Within ten (10) days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

ARTICLE VII

Reporting

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school

improvement status of the most current school year as issued by ODE and statement from the **Sponsor**, its activities and standards.

7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.

7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits. **Sponsor** shall inform the **School** within 24 hours if the site visit requires requests for documents and/or data or classroom observation. The **Sponsor** may make impromptu visits as the **Sponsor** deems advisable or necessary.

ARTICLE VIII

Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom. If the **School** uses federal funds for the purpose of class size reduction by using Title 1 or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. In addition, persons with only long-term substitute licenses may be employed only if their license is in the grade level and content area they are teaching. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff that aligns to the organizational chart included as [**Attachment 8.1.**](#)

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

8.2 **Staff Evaluation.** Each **School** must have a valid process, similar to OTES and OPES, for evaluating teachers and principals/superintendents that includes goal setting and annual review that includes not less than two (2) formal observations during the school year and review of student

performance data throughout the school year. Any person qualified to perform evaluations must be credentialed by the Ohio Department of Education and the performance rubric must be aligned to the OTES rubric. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent. If the **School** has committed to the Race to the Top (RttT) funding, the **School** must use the OTES and OPES frameworks for all evaluations.

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

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

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

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

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

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

ARTICLE IX

Finance

9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.

9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

9.2.2 The **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.

9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.

9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall

adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law. If the operator does not comply with the request of the **School Governing Authority**, the **School Governing Authority** shall notify the **Sponsor** immediately.

9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**.

9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account, and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, allowing treasurers time to review and/or dispute the amount to be debited. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or Auditor of State.

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

ARTICLE X

Insurance/Indemnification

10.1 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain directors and officers liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School**

Specialists as additional insureds, not just certificate holders. The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities including without limitation, any action approved by the School Governing Authority under ORC 2923.122(D)(1)(d);
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; and
- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** unless the **School** or **School Governing Authority** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

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

ARTICLE XI

General Provisions

11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.

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

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

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.

- (h) The **Sponsor** or **Sponsor's designee** has a legitimate educational interest in the educational records of the **School** and grants to the **Sponsor** and the **Sponsor's designee** access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").
- (i) If the **School** closes, the chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties. If the parties are unable to agree in Mediation then the dispute shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. It is understood that the arbitration would be administered by the arbitration organization, under its rules, and would include the use of the organization's arbitrators. The arbitration shall take place in Franklin County, Ohio. All potential arbitrators shall have experience in Community School Law and all issues concerning the arbitrability of a dispute shall be decided by the arbitrator. All fees and cost of the arbitration shall be shared equally by the parties.

11.5 **Term.** This Charter shall be for a term of seven (7) years commencing on **July 1, 2023 and ending on June 30, 2030**. During the **2029-2030** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** as outlined in 11.6.

11.6 **Contract Performance Measures.** Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

- (a) Within the term of this charter, the **School** may be permanently closed if the Ohio Department of Education determines that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the **School** receives a rating of at least 2 Stars [Meets] in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent. After the **School** is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.

- (i) **The Brilliance School**
- (ii) **SMART Academy**
- (iii) **Ohio College Preparatory School**
- (iv) **Hope Academy Northcoast**
- (v) **STEAM Academy Warrensville Heights**

- (c) If the **School** receives a rating of at least 2 Stars or higher in multiple LRC graded measures for the most recent school year and outperforms three (3) of the five (5) comparison schools, the **School** shall be eligible to be considered for renewal. After consideration, if the **Sponsor** renews the school, the term of the new contract shall be between three (3) to five (5) years.
- (d) If the **School** received a rating of at least 3 Stars in multiple LRC graded components for the most recent school year, the **Sponsor** may offer a new contract between five (5) to seven (7) years.
- (e) If the **School** received at least 4 Stars in multiple LRC graded components, it is eligible for a contract term between seven (7) to ten (10) years.

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

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

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

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in

accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

If this Charter is non-renewed for failure to meet student performance requirements stated in the contract or for failure to meet generally accepted standards of fiscal management (provisions i and ii above), then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

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

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause or if funding to the School Governing Authority should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.03, if the **School Governing Authority** fails to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30th) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

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

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

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

The termination of this Charter shall be effective upon the occurrence of the later of the following events:

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

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

11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

11.13 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.

11.14 **Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.

11.15 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any board member.

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

11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the **School** and be based on best practices provided by NACSA with a commitment to growth and progress. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

11.18 **Changes in Rule or Law.** The **School, Sponsor and School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes

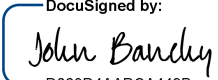
11.19 **Attachments.** All **Attachments (1.3-9.4)** to this Charter are attached hereto and incorporated by reference into the Charter.

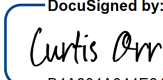
{Signatures on Following Page}

Executed this 25 day of May, 2023 in Cleveland, Ohio.

St. Aloysius

School Governing Authority of Green Inspiration Academy

By:  DocuSigned by: D008D4AADCA443B...
(Name)

By:  DocuSigned by: B4A604A044E04FE...
(Name)

Its: President and CEO
(Title)

Its: Board president
(Title)

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

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/09/2023	202304002296	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

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

**APRIL NOELLE HART CO., LPA
2529 CANTERBURY RD
CLEVELAND HTS, OH, 44118**

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
1006858**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GREEN INSPIRATION ACADEMY
and, that said business records show the filing and recording of:

Document(s)

NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 02/09/2023

Document No(s):

202304002296



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 9th day of February, A.D. 2023.

Ohio Secretary of State

Form 522 Prescribed by:

Date Electronically Filed: 2/9/2023



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Statement of Continued Existence

Filing Fee: \$25

Form Must Be Typed

CHECK ONLY ONE (1) Box

(1) Statement of Continued Existence (163-CCE)
(Domestic Nonprofit Corporation)

(2) Verification of Foreign Nonprofit (173-FCE)
(Foreign Nonprofit Corporation)

By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges

Name of Corporation

Charter or License Number

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

Location of Principal Office
 City County

Date of Incorporation
 Date

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

Date of Qualification in Ohio
 Date

Jurisdiction of Formation
 Jurisdiction

Address of Principal Office
 Mailing Address

City State Zip Code

All Corporations must complete this section

Current Statutory Agent's Name and Address

APRIL N. HART, ESQ.

Name of Agent

2529 CANTERBURY ROAD

Mailing Address

CLEVELAND HEIGHTS

City

OH

State

44118

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

The statement must be signed by a director, officer, or three members in good standing.

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

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

GREEN INSPIRATION ACADEMY

Signature

APRIL N. HART

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

201314800272

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/28/2013	201314800272	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00	.00	.00	.00

Receipt

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

APRIL N. HART, ESQ.
2529 CANTERBURY RD.
CLEVELAND HTS., OH 44118

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Jon Husted
1006858**

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

GREEN INSPIRATION ACADEMY

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

Document(s)
DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):
201314800272

Effective Date: 05/28/2013



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 28th day of May, A.D. 2013.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

100 BOARD OPERATING PROCEDURES

CODE OF REGULATIONS

ARTICLE I.
GENERAL

Section 1. Corporation.

Whereas, the Board of Directors governs a Charter School as an Ohio nonprofit corporation (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated, exclusively for educational purposes within the meaning of §§ 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code") and as a public benefit corporation defined in § 1702.01(P) of the Ohio Revised Code (ORC) as follows:

In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.

Notwithstanding any other provision of this Code of Regulations:

(1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

(2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

(3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

(4) Notwithstanding any other provision of this Code of Regulations, none of the Directors shall have any past or current affiliation with any management company engaged by the Board to manage its affairs; and

(5) No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation's headquarters shall be located and maintained in CUYAHOGA, County Ohio.

Section 4. Property.

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

ARTICLE II.
DIRECTORS

Section 1. Number of Directors. The Corporation shall have a minimum of a five (5) member Board of Directors; three (3) of whom shall be elected each year to hold office in accordance with Section 2 below. The maximum number of board members shall be nine (9). Notwithstanding anything to the contrary herein, none of the members of the Board of Directors governing the Corporation shall have any past or current affiliation with its current Management Company, any of its affiliates or any successor Management Company.

Section 2. Term of Office. The five (5) Directors shall hold office for a period of three years, or until such time as they die, resign, or their term expires.

Section 3. Qualifications. At least one-third (1/3) of current Directors must have significant ties to the Cleveland community. The remaining Directors shall demonstrate an interest in the area of education. All Directors must reside within 50 miles of school.

Section 4. Vacancies. A vacancy among the Directors shall be filled by the appointment of a Successor Trustee to serve for the portion of the term remaining. Such appointment shall be by a majority of the then existing Board of Directors.

Section 5. Resignation, Absences, Removal. Resignation from the board must be in writing and received by the Secretary. A board member shall be terminated from the board due to excess absences, more than three (3) unexcused absences from board meetings in a year, shall give cause and consideration for termination. A Trustee may be removed by a majority vote at the discretion of the Board of Directors.

ARTICLE III.

MEETINGS, POWERS AND COMPENSATION OF DIRECTORS

Section 1. General Powers of the Board. The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or the General Not for Profit Corporation Law of Ohio.

Section 2. Other Powers. Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power to fix, define and limit the powers and duties of all officers, to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation; to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

Section 3. Meetings of the Board.

- (a) Meetings of the Board of Directors shall be held at least six (6) times a year pursuant to the Ohio Revised Code and at such other time as is directed by the Board of Directors.
- (b) Special meetings of the Board can be held at any time upon the call of the Board President or any Trustee. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.
- (c) Written notice of any special meeting of the Board of Directors shall be mailed or delivered personally to each Trustee, at least three days before the day on which the meeting is to be held. Every such notice should state the time and place of the meeting.
- (d) For the purpose of legal counsel, the Board can hold a meeting for emergency purposes, without notice. Notice however, shall be given to all Directors of any meeting being called for the purpose of legal advice.
- (e) Annual Meeting of the Board of Directors for the election of officers and for the transaction of any other business which may properly come before the meeting shall be held at such time and place, within or without the State of Ohio, as may be designated from time to time by the Board of Directors.

Section 4. Compensation-Board Stipend Policy.

The Board shall adopt a stipend policy in accordance to the regulations found in ORC 3314.02 ORC 3314.025. SEE ATTACHED.

Section 5. By-Laws. For the government of its actions, the Board of Directors may adopt By-Laws consistent with the Articles of Incorporation.

Section 6. Vote of Directors. All actions of the Board of Directors must be made by a majority vote of those in attendance at a meeting of the Board of Directors.

Section 7. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business, provided that whenever less than a quorum is present at the time and place appointed for any

meeting of the Board, a majority of those present may adjourn the meeting from time to time, without notice other than by announcement of the adjourned meeting, until a quorum shall be present.

ARTICLE IV. OFFICERS

Section 1. General Provisions. The Board of Directors shall appoint a President, such number of Vice-Presidents as the Board may from time to time; and a Secretary, The Board of Directors may from time to time create such office and appoint such other officers, subordinate officers and assistant officers as it may determine. Any two or more of such offices, other than that of President, Vice-President, Secretary, may be held by the same person, but no person shall execute, acknowledge or verify any instrument in more than one capacity.

The Office of Treasurer shall be held by the Board's designated Fiscal Officer. The Fiscal Officer shall serve as an Ex-Officio board member and shall not carry and voting rights.

Section 2. Term of Office. The officers of the Corporation shall hold office for two (2) years or until such time as they die, resign or their term expires. The Board of Directors may remove any officer at any time, with or without cause by majority vote. Any vacancy shall be filled by the appointment of a Successor Trustee to serve for the portion of the term remaining. Such appointment shall be made by a majority of the then existing Board of Directors.

ARTICLE V. DUTIES OF OFFICERS

Section 1. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He or She shall preside at all meetings of the Board of Directors. He or She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his or her signature; and shall have all the powers and duties prescribed by the General Corporation Act. President shall further have the power to appoint all committee chairs and committee members; assist in conducting new board member orientation; coordinate managements' annual performance evaluation; recruit new board members; to appoint individuals to act as spokesperson, or representatives for the organization; periodically consult with board members on their roles and help them assess their performance; to act as a representative and contact person for the board in pending legal matters and such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the

Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

Section 3. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He or She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. He or She shall be required to give notice of meetings of the Directors and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

all necessary budgets required by law pay vendors and bills as requested by way of board resolution and make financial information available to board members and the public as further defined in paragraph 4 below.

Section 4. Board Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall serve as an Ex-Officio board member but shall not carry and voting rights. The Fiscal Officer may be an employee or independent contractor hired by the Board. Fiscal Officer shall have general supervision of all finances; He or She shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with the same as may from time to time be required by the Board of Directors. He shall understand financial accounting for non-profit organizations; manage the board's review of and action related to the board's financial responsibilities; work with management to ensure that appropriate financial reports are made available to the board on a timely basis; review preliminary annual budgets with management and assist in presenting the budget to the board for approval; and review and answer board members' questions about the annual audit. He or She shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon the expiration of his/her term of office shall turn over to his/her successor to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands; and He or She shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public. Annual reports are required to be submitted to the board showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the membership, board members, and the public

Section 5. Duties of Officers May be Delegated. In the absence of any officer of the corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Trustee.

ARTICLE VI.
SEAL

If deemed advisable by the Board of Directors, the Corporation may adopt a corporate seal. The Corporate Seal of the Corporation shall be circular in form and shall contain the words, School. If deemed advisable by the Board of Directors, duplicate seals may be provided and kept for the purpose of the Corporation.

ARTICLE VII.
COMMITTEES

Section 1. Standing or Special Committees:

The Board shall have standing or special committees of not more than two (2) Directors, or a quorum if more than five (5) Directors are elected, to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

Section 2. Finance Committee:

The Finance Committee, shall include at a minimum, two (2) board members. The Finance Committee Chair is responsible for authorizing funds to be paid as previously resolved by the Board of Directors and in some instances executing checks prepared by the Fiscal Officer on behalf of the Corporation. The Finance Committee shall develop and review fiscal procedures, fundraising plans, and the annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board as a whole. However, notwithstanding the foregoing, nothing in this section shall be construed as treasury duties for the Corporation.

Section 3. Nominating Committee:

The Nominating Committee shall be responsible for the identification of future Directors who are elected to serve the Board. Duties: The Nominating Committee will identify, recruit, and nominate persons to serve as members and officers of the board; Secure background checks and legal consents needed secure legal approval of the individual; Work with the staff to prepare the ballot, and send it to the Board of Directors at least two months prior to the scheduled election; Ensure the ballot is sent to the members at least one month in advance of the scheduled election; Consider candidate attributes, such as professional experience, community ties leadership experience, and diversity (cultural, practice, and geographic), to maximize the Board's effectiveness in serving the needs of all members; and, Present a suitable candidate(s) for appointment by the Board to fill a vacancy if requested.

ARTICLE VIII.

NONDISCRIMINATORY POLICY

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

ARTICLE IX . CONFLICT OF INTEREST

Section 1. CONFLICTS OF INTEREST POLICY AND DISCLOSURE STATEMENTS

The Corporation shall adopt a conflict of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person. All Members of the Board of Directors shall annually sign a Disclosure Statement indicating if there is any transaction or arrangement of the Director, Officer, family member or other interested person.

ARTICLE X. INDEMNIFICATION

Section 1. Indemnification.

- (a) Except as otherwise provided in this Article, the Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan.
- (b) Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person

(c) shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

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

ARTICLE XI.
AMENDMENTS

This Code of Regulations and/or the Articles of Incorporation may be amended or repealed at any time by the affirmative vote of a majority of the then serving Board of Directors, at a meeting called for that purpose.

ARTICLE XII.
DISSOLUTION

The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE XIII
MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

The fiscal records of the Corporation shall be audited each year by the State Auditor or Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

Section 3. Spending Authority.

Other than electronic funds disbursements authorized pursuant to any management agreement approved by the Board of Directors, disbursements in excess of Five Thousand Dollars (\$5,000) shall require the

signature of the Treasurer and one other officer. Expenditures in excess of Ten Thousand Dollars (\$10,000) shall require approval by the Board of Directors.

Section 4. Staff, Board Consultants and Independent Contractors.

Additional staff shall be hired as may be needed to assist the Corporation in the exercise of its corporate duties. The Board as a whole or through an appointed committee, shall review and determine the need for staffing and make its recommendation to the Board of Directors for acceptance of the same. The finance committee shall determine the reasonable cost for services rendered by board staff and make its recommendation to the Board of Directors for acceptance of the same.

Re-adopted: September 2022

GREEN INSPIRATION ACADEMY

112 BOARD STIPEND POLICY

Stipend Policy-

The Board of Directors shall set Board stipends as follows: \$125 for regular meetings; \$125 for committee meetings; \$60 for sponsor approved board trainings under 3 hours; \$125 for sponsor approved board trainings over three hours.

Committee meetings shall consist of less than a quorum of board members but a minimum of 2 board members. Committee meetings consisting of a quorum of board directors shall be properly noticed as a public meeting.

All committee meeting times and dates shall be duly noted in advance at regular board meetings for record keeping purposes. Further, each committee should take committee minutes; indicating the stated purpose of the meeting. Attendance sheets shall also be kept for each committee

meeting and submitted to the Board Fiscal officer and Legal Counsel for record keeping purposes.

No board member shall receive more than \$5,000 in any calendar year from a combined number of committee meetings; trainings and/or regular board meetings.

A calendar year is defined as July 1st through June 30th of each year.

Expenses for committee meetings or training are reimbursed with receipt when submitted to fiscal agent for up to \$25 per meeting per person.

Reference:

ORC 3314.02

ORC 3314.025

**ARTICLES OF INCORPORATION
OF
HOPE ACADEMY CHAPELSIDE CAMPUS**

The undersigned, desiring to form a non-profit corporation under the Non-Profit Corporation Law of Ohio, does hereby certify:

ARTICLE ONE

The name of said Corporation shall be:

HOPE Academy Chapelside Campus

ARTICLE TWO

The place in this state where the principal office of the Corporation is to be located is Cleveland, Cuyahoga County, Ohio.

ARTICLE THREE

The purpose or purposes for which the Corporation is formed are:

(1) The purposes for which the Corporation is organized are to form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.

(2) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Trustee or Officer of the Corporation, or any member of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Trustee or Officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or

otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

(3) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(4) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(5) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(6) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(7) The Corporation shall not make any taxable expenditures as defined in Section 4945 (d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(8) Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

(9) Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding

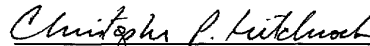
provisions of any future United States Internal Revenue law), as the Board of Trustees shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE FOUR

The names and addresses of the persons who are to be the initial trustees of the Corporation are as follows:

Lydia Harris	2345 East 83rd Street Cleveland, Ohio 44104
Christopher P. Hitchcock	486 Laurelbrook Drive South Russell, Ohio 44022
James Allan Stubbs	P.O. Box 6254 Cleveland, Ohio 44101-1254

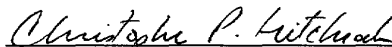
In WITNESS WHEREOF, the undersigned has hereunto subscribed his name this as Sole Incorporator this 4th day of June, 1998.



Christopher P. Hitchcock,
Sole Incorporator

APPOINTMENT OF STATUTORY AGENT

The undersigned, being the Sole Incorporator of HOPE ACADEMY CHAPELSIDE CAMPUS, hereby appoints Roger D. Emerson, a natural person resident of the State of Ohio as the Statutory Agent of HOPE ACADEMY CHAPELSIDE CAMPUS, upon whom any process, tax notices, or demands required or permitted by law to be served upon HOPE ACADEMY CHAPELSIDE CAMPUS, may be served. The complete address of Roger D. Emerson is 159 South Main Street, Suite 830, Akron, Ohio 44308.




Christopher P. Hitchcock,
Sole Incorporator

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

HOPE ACADEMY CHAPELSIDE CAMPUS
Cleveland, Cuyahoga County, Ohio

To Whom It May Concern:

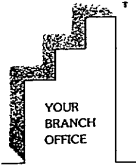
I, Roger D. Emerson, hereby accept appointment as the Statutory Agent of the above-named Corporation upon whom any process, notice, or demand required or permitted by law to be served upon such Corporation, may be served.



Roger D. Emerson
159 South Main Street
Suite 830
Akron, Ohio 44308

Date: June 4, 1998

CORPORATE SERVICES OF OHIO, INC.



Telephone
(614) 464-2400
FAX
(614) 464-1505

50 West Broad Street, Suite 1120
Columbus, Ohio 43215

TO: SECRETARY OF STATE
FROM: RUTH M. HARRISTON
DATE: 6-5-98

EXPEDITED FILING FEE \$175

CHECK NO. 10490 (100)
Articles of Incorporation/~~Organization~~

Hope Academy Chapelside Campus

Certificate of:

Hope Academy Cathedral Campus

- Amendment/Amended Articles
- Restatement of Art. of Org.
- Amendment to Art. of Org.
- Limited Partnership
- Amendment of Limited Partnership
- Restated Limited Partnership
- Cancellation of Ltd. Partnership
- Dissolution
- Merger/Consolidation
- Partnership with Limited Liability
- Withdrawal/Reinstatement
- Annual Report

Hope Academy University Campus

- Foreign License Application
- Name Change/Merger Recital
- Surrender/Reinstatement
- Agent or Form 7 Report
- Foreign Limited Liability Company
- Correction/Cancellation
- Foreign Limited Partnership
- Correction
- Trade Name/Fictitious Name
- Trade Mark/Service Mark Regis.
- Agent Miscellaneous Filing

Hope Academy Brown Street Campus

Hope Academy King-Kennedy Campus

OTHER:

CERTIFICATION:

* EXPEDITED FILING *HOLD FOR PICK UP

RETURN FILED DOCUMENT TO:

CS 111/6/95

PROMPT PROFESSIONAL SERVICE

DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1. 6/9/1998	199815900162	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	10.00	0.00	0.00	0.00
TOTAL			25.00	10.00	0.00	0.00	0.00

Return To:
CORPORATE SERVICES OF OHIO, IN
ATTN R M HARRISTON
50 W BROAD ST STE 1120
COLUMBUS, OH 43215-0000

-----cut along the dotted line-----



The State of Ohio
 ❁ *Certificate* ❁

Secretary of State - Bob Taft

1006858

It is hereby certified that the Secretary of State of Ohio has custody of the business records for HOPE ACADEMY CHAPELSIDE CAMPUS and that said business records show the filing and recording of:

Document(s)
 DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
 199815900162

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
 June, A.D. 1998



Bob Taft

Bob Taft
 Secretary of State

**Green Inspiration Academy
Financial Policies Manual
Formal Board Purchasing Policies**

Rev.: Date: May/2023

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B. Travel Policy

C. Investment Policy

D. Receipt and Expenditure of Federal Funds: Polices; Procedures and Conflict of Interest -Part B (includes language for directors, employees and agents). (Policies for Commodities; Contracts and Construction *are not included* in this manual and are provided separately).

Approved: Date:

Board Finance Committee

Title 1 : Purpose and Scope

1.1 General

The purpose of the Financial Policies Manual is to document the financial practices used by School to assure the quality of its financial process.

1.2 Governing Authority Expenditures

Board Directors have developed, documented, and implemented procedures and systems to ensure that all expenses incurred in the direct operation of the Board of Director's conform to specified requirements such expenditures include but are not limited to changes in stipend policies per ORC., technology purchases, meeting expenses and additional school funding not contemplated at the time of budgeting.

The Board specifies the types of purchases it considers appropriate; and give the CFO the authority to reject those expenditures which he/she deems inappropriate or unsuitable. If accepted, the Board will approve, via resolution, the amount and purpose of the expenditure at publically notice board meeting.

1.3 Application

The scope of the Financial Policies Manual includes financial policy needed to assure appropriate receipt, expense, and accounting of public funds.

Title 2 : Financial Management System

2.1 General Requirements

School has implemented a Financial Management System that is continuously maintained for effectiveness and process improvements in accordance with the requirements of its State Charter.

2.2 Documentation Requirements

2.2.1 General

The system documentation consists of five levels; the Board Policy (level one), the Financial Policies Manual (level two), Standard Operating Procedures (level three), Work Instructions (level four) and Records (level five). Supplemental to these documents are the Inspection and Test Plans and Master Lists.

LEVEL I Board Policy – A documented Policy Statement regarding financial management.

LEVEL II Financial Policies Manual – The financial Policies Manual establishes requirements and guidelines for the overall management of finance.

LEVEL III Standard Operating Procedures – The SOP Manual is a collection of Standard Operating Procedures (SOP's), which are documented in conformance with, and support of the Financial Policies Manual's requirements and guidelines. The SOP Manual details the implementation of requirements and guidelines for the operation. (Procedures are placed as hard copies at relevant workstations).

LEVEL IV Work Instructions – Work Instructions are documented as necessary to support each applicable Quality Procedure. They detail **specific** quality or inspection information and **specific instructions** for performance of individual tasks.

LEVEL V Records – Completed Forms provide the objective evidence of compliance.

2.2.2 Financial Policies Manual

The Board delegates the responsibility for the preparation, distribution and the maintenance of the Financial Policies Manual to the Chief Fiscal Officer (CFO).

Assigned holders of the Financial Policies Manual are responsible for maintaining controlled copies and for the communication/training required by the most recent revisions.

Initial Review/Approval – The CFO approves the final Financial Policies Manual. The Board approves the Financial Policy. Revisions to the Financial Policies Manual are subject to the same review and approval process as the original.

Title 2: Financial Management System

Revisions are subject to the following:

The CFO maintains a history of revisions and a file of superseded documents.

Controlled/Uncontrolled Copies:

- a) The CFO issues only Controlled Copies of the Quality Assurance Manual.
- b) Controlled copies are assigned according to the Quality Manual Distribution List. The CFO maintains the Quality Manual Distribution List.
- c) Serial numbers of copies downgraded from controlled to uncontrolled are not reused.
- d) Only controlled copies of the Quality Policies Manual are distributed and used by management and management personnel.
- e) Uncontrolled copies are not maintained with subsequent revisions and are not issued to personnel.

Revision Distribution:

The CFO revises all copies of the Quality Policies Manual and distributes as required.

It is the responsibility of the School Finance Committee Board Finance Committee(designee) and the CFO to implement and maintain the Financial Management System defined in the Financial Policies Manual.

The CFO is responsible for the issuance and control of the Financial Policies Manual.

A record is maintained by the CFO for all controlled copies of this Financial Policy Manual. Manuals are either controlled or uncontrolled issues. The Board Finance Committee and the School's **EMO/Director/Superintendent** use only controlled copies unless otherwise authorized.

Title 2: Financial Management System

2.2.3 Control of Documents

The CFO establishes, implements and maintains documented procedures to control all documentation and data that relate to Financial System requirements, to include documents of external origin such as contracts, invoices, bills of lading, purchase orders, etc.

It is the responsibility of the CFO and the EMO holders of financial documents to maintain system documentation.

Documents and data are reviewed and approved for adequacy by the CFO and the appropriate staff as per the documented procedures. These controls ensure that:

- a) All documents, instructions and procedures are adequate for their intended purpose.
- b) Correct documents, instructions and procedures are available for use by the EMO and/or accessible to appropriate personnel.
- c) Obsolete documents are promptly removed from all points of issue or use
- d) Revision levels of documents can be readily identified.

Document Revisions are subject to:

- a) Approval – Revisions to documents are reviewed and approved by the same approval process and/or authority as the original.
- b) Revision Identification – Revised documents reflect the nature of revisions, where practical.
- c) Record of Revisions – Records of revisions are maintained by the issuing function where appropriate.

2.2.4 Control of Records

CFO establishes, implements and maintains documented procedures for the identification, collection, indexing, filing, storage, maintenance and disposition of financial records.

The CFO is responsible for the Control of Financial Records.

The **EMO/Director/Superintendent** are also responsible for documentation, accumulation and maintenance of financial records.

Title 3: Management Responsibility

3.1 Management Commitment

The Board of Directors, CFO and the District EMO/Director/Superintendent are responsible for the use of public funds entrusted to it and have developed process improvements in accordance with the requirements of its State Charter and all other statutory or regulatory requirements as appropriate.

3.2 Board Policy

The School defines and documents its Policy for Financial Management, which provides the overall objectives for an effective Financial Management System. The Financial Policy is relevant to the School's goals and the expectations of its vendors our Board Policy is:

The School is committed to providing its students and the public at large appropriate financial management to meet and exceed Government standards and expectations.

The Board of Directors through its Finance Committee committed to assuring that this policy is implemented, understood and maintained at all levels of the organization.

3.3 General Financial Planning

The EMO and the Board appointed Finance Committee is responsible for identifying needed purchases for the smooth operation of the school.

It is the responsibility of the CFO to ensure the compatibility of all Financial Management System pieces.

The Board Finance Committee and the CFO are responsible for monitoring of funds, including the development of new techniques to ensure financial compliance with its State Charter and all other statutory or regulatory requirements as appropriate.

The Board Finance Committee and CFO are jointly responsible for the approval of financial documents and oversight of financial matters.

3.4 Financial Management System and Planning

The CFO and Board Finance Committee reviews the appropriate resource requirements for planning, provides adequate resources and assigns trained personnel to execute all functions of the Financial Management System.

Organizational Changes – As organizational changes are implemented and responsibilities are defined (or newly created), it is the responsibility of the CFO and the Board Finance Committee to assure the timely revision of associated documentation and that such changes are properly communicated to the EMO/Director/ Superintendent.

3.5 Responsibilities, Authority and Communication

3.5.1 Responsibility and Authority

The EMO Board Finance Committee are responsible for the review of the appropriate resource requirements, providing adequate resources and assigning trained personnel to communicate and execute all functions of the Financial Management System within the organization.

3.5.2 Board Representative

The CFO is responsible for reporting the progress and implementation of the provisions outlined in the Quality Policies Manual.

The CFO is responsible for assuring that the Financial Management System is implemented at all levels of the organization. The CFO is an ex-officio member of the Board with the necessary authority required to accomplish implementation. The CFO also acts as the liaison for third party auditors.

3.3.3 Internal Communication

The EMO/Director/ Superintendent ensures that appropriate communication processes are established within the organization.

3.6 Management Review

3.6.1 General

The Board Finance Committed and CFO conduct a Management Review of the Financial System annually, (at a minimum); to assess its continued suitability, effectiveness and future direction.

Records of Management Reviews – The CFO records/documents a summary, (minutes), of each management review.

3.6.2 Review Input

Management Review Process Inputs – The Board Finance Committee (designee) and CFO review all appropriate Financial Management System documentation.

3.6.3 Review Output

Management Review Process Outputs – The Board Finance Committee (designee) and CFO will report to the Board any changes required in the Financial Management System. Board will be responsible for reviewing and approving the changes.

Title 4 : Resource Management

4.1 Provision of Resources

The EMO/Director/Superintendent is responsible for determining the appropriate resource requirements and providing adequate resources for the organization. This includes, assigning trained personnel to implement and maintain the Financial Management System and continually improve its effectiveness in regard to the School's purchasing requirements.

4.2 Human Resources

4.2.1 General

The EMO/Director/Superintendent establishes, implements and maintains documented procedures for identifying training needs and for ensuring that personnel performing activities affecting quality are adequately trained, qualified and certified per established requirements or standards.

4.2.2 Competence, Awareness and Training

The EMO/Director/Superintendent is responsible for defining personnel qualifications and ensuring that the appropriate personnel are trained and aware of their role affecting financial management. Accordingly, the EMO (or designee) is responsible for maintaining personnel training records.

4.2.3 Infrastructure

THE CFO and the EMO/Director/Superintendent establishes and maintains the facilities, utilities and all associated hardware, software and supporting services needed to achieve financial management.

Title 5: Financial Processes

5.1 Purchasing Process

The Board of Directors have developed, documented and implemented procedures and systems to ensure that material, products and services purchased from suppliers conform to specified requirements. **The EMO/Director/Superintendent** (designee) is responsible for Purchasing procedures and the CFO is responsible for the collection of all relevant documentation, such as records.

5.1.2 Purchasing Information

The EMO/Director/Superintendent ensures that the specified vendor and service agreements are adequate prior to being communicated to the CFO and that they describe the product or service, and include:

- a) requirements for board approval of specific purchase via resolution or board authority under a maximum dollar threshold ;
- b) appropriate invoice and grant coding ;
- c) executed contract between School and Vendor.

5.1.3 Verification of Purchased Product

The EMO/Director/Superintendent ensures that purchased products meet specified requirements in accordance with quality procedures. The verification of purchased parts, materials and services, including purchaser-supplied material, are the responsibility of **the EMO/Director/Superintendent** designee.

5.2 Accounts Payable and Payment Processing

CFO has developed, documented and implemented procedures and systems to ensure that payments to vendors and service providers conform to specified requirements.

The Board of Directors and the EMO/Director/Superintendent is responsible for verifying purchases and services and the CFO is responsible for check processing.

The CFO is responsible for all relevant documentation, such as records.

5.3 Accounts Receivable and Treasury Management

5.3.1 Revenue Processing and Deposits- CFO has developed, documented and implemented procedures and systems to ensure that revenue received from vendors, parents, students, and the State conform to specified requirements.

The Board Finance Committee(designee) is responsible for verifying and resolving to accept revenue and the CFO is responsible for deposits.

The CFO is responsible all relevant documentation, such as records.

5.4 Fixed Asset Processing

The Board of Director's have developed, documented, and implemented procedures and systems to ensure that fixed assets purchased or donated from vendors, parents, students, and the State conform to specified requirements. Capitalization of fixed assets is set at individual items that cost more than \$5,000. **The EMO/Director/Superintendent** is

responsible for verifying fixed assets and oversight of the inventory. The Board Finance Committee(designee) and CFO are responsible all relevant documentation, such as records, and schedules. **This process is specified under *Exhibit A- Board Policies: 109 and 103.***

5.5 Travel Policy

The Board of Directors have developed, documented, and implemented procedures and systems to ensure that travel by Board Director's or their designees conform to specified requirements. **This process is specified in *Exhibit B- Board Policy 110.***

The CFO (designee) is responsible for verifying fixed assets and oversight of the inventory.

The Board Finance Committee(designee) and CFO are responsible all relevant documentation, such as records, and schedules.

5.6 Investment Policy-The Board Directors have developed, documented, and implemented procedures and systems to ensure sound priorities and guidelines regarding the investment management of the funds of School which are held in trust, by the School's Board of Directors (such funds hereinafter referred to as "School" funds or School Portfolio). Such priorities and guidelines are based upon Chapters 135.14 and 135.142 of the Ohio Revised Code and prudent money management. This policy includes (totally or partially) sections of the statute in order to describe eligible investments. In some sections, the policy places further limits upon the use of eligible investments or investment transactions. Investment process and procedures are under ***Exhibit C- Board Policy 111***

5.6.1 Investment Processing

In certain sections, the policy places further limits upon the use of eligible investments or investment transactions. **This process is specified in *Exhibit C. Board Policy 111***

The CFO is responsible for verifying investments and investment transactions.

The Board Finance Committee(designee) and CFO are responsible all relevant documentation.

5.7 Receipt and Expenditure of Federal Funds

The School receives an allocation of Federal funds and delegates to the EMO the responsibility for spending the Federal funds (typically on a reimbursement basis) in accordance with the Application and in accordance with federal, state and local laws where applicable including but not limited to 34 CFR 80.36 and 34 CFR 70.20 et seq. related to procurement. The EMO shall establish for the EMO the minimum policies,

procedures, and internal controls needed to comply with federal legal requirements related to the expenditure of Federal funds.

The Board delegates to its CFO the responsibility for receiving, reviewing and submitting to the Ohio Department of Education for approval all invoices related to the expenditure of Federal funds. The EMO/Director/Superintendent shall present to the CFO invoices related to the expenditure of funds on eligible activities under the Application. In requesting reimbursement, the EMO/Director/Superintendent shall certify to the CFO that to the best of his or her knowledge all expenditures have been made in accordance with the Application and in accordance with federal law.

Receipt and Expenditure of Federal Funds-Polices; Procedures and Conflicts of Interest are identified under *Exhibit D. Board Policy 108*

Title 6: Financial Reporting, Analysis and Monitoring

6.1 General

The Board of Directors; Its CFO and the EMO/Director/Superintendent understand that financial reporting, analysis and monitoring are necessary to ensure:

- a) Public funds are received and spent appropriately;
- b) Management is meeting its target goals and initiatives; and
- c) To comply with appropriate laws and regulations

6.2 Financial Reporting

6.2.1 Bank Reconciliation

CFO has developed, documented and implemented procedures and systems to ensure that bank reconciliations conform to specified requirements.

The Board Finance Committee (designee) is responsible for reviewing bank reconciliations and the CFO is responsible for preparation of the reconciliation. The Board Finance Committee (designee) is responsible for giving the reconciliations to the Board.

The Board of Directors at large are responsible for reviewing the reconciliation, questioning any discrepancies, and approving the reconciliation

6.2.2 Financial Reports

CFO establishes, implements and maintains documented procedures for comprehensive

financial reports at planned intervals to comply with appropriate laws and regulations, Board policy, and to verify the effectiveness of the Financial Management System.

The CFO is responsible for preparing all financial reports per documented procedures. The CFO develops a schedule for all financial reports according established timelines or special requests.

Reports are prepared according to GASB, GAAP, Board requirements and/or other established laws and regulations plans. Copies of all reports are forwarded to the Board, appropriate government agency, or other interested party and maintained by the CFO.

6.3 Financial Analysis and Monitoring

CFO implements and maintains comprehensive methods for monitoring and measuring the school finances, which demonstrates the importance that the Board and Administration places on funds propriety. When planned results are not achieved, corrective actions are implemented and monitored for effectiveness.

6.3.1 Variance Analysis and Fund Balance Monitoring

The EMO/Director/Superintendent implements and maintains comprehensive methods for monitoring funds usage through variance analysis fund balance monitoring. Evidence of conformity with the acceptance criteria is maintained in the records and through the approvals of the Board Finance Committee (designee), CFO and the Board.

6.4 Control of Nonconforming Issues

CFO and the EMO/Director/Superintendent EMO are jointly responsible to establish, implement and maintain documented procedures to ensure that nonconforming issues are handled as defined in the 1) Board Policy Manual; 2) This Financial Policy Manual and, 3) in compliance with appropriate laws and regulations.

The CFO is responsible for working out non-conforming issues with the Board Finance Committee (designee) and staff to the extent that the issue permits. In the event that the CFO cannot make corrective action, the CFO will inform the Board of the issue. Should the issue rise to the level of fraud, the appropriate government authority will be notified.

6.5 Improvement

6.5.1 Continual Improvement

The Board of Director's continually improves the effectiveness of its Financial Management System through the use of the Board Policy, quality objectives, audit results, analysis of data, corrective and preventive actions and management reviews.

6.5.2 Corrective Action

The Board of Directors establishes, implements and maintains documented procedures to initiate corrective and preventive actions as needed. Corrective Action Procedures define the requirements for:

- a) Reviewing nonconformities (including complaints)
- b) Determining causes of nonconformities
- c) Evaluating the need for action to ensure that nonconformities do not recur
- d) Determining and implementing the action needed
- e) Records of the results of action implemented
- f) Review of corrective action implemented

The Board of Directors are responsible for Corrective Actions and a feedback system is used to provide early warning of quality problems and for input into the corrective action system.

6.5.3 Preventive Action

The Board of Directors is responsible for Preventive Action. As such establishes and maintains documented procedures to determine the appropriate preventive actions required to eliminate the causes of potential nonconformities in order to prevent their occurrence. Preventive Action Procedures define the requirements for:

- a) Determining potential nonconformities and their causes
- b) Evaluating the need for action to prevent occurrence of nonconformities
- c) Determining and implementing the action needed
- d) Records of the results of action implemented
- e) Reviewing preventive action implemented

Title 7: Policy Exhibits

Exhibit A

109 Board of Directors Fixed Asset Policy

The Board of Directors (Board) has issued the following Fixed Asset Accounting Policy in order to set forth the requirements for the identification, inventory and reporting of all property owned by the Board. The Board is ultimately responsible for assigned property and enforcement of the policy.

Fixed Assets to be Capitalized:

- a. have a value of \$5,000 or more
- b. have a useful life of one year or more
- c. must meet the definition of one of the major Asset Classes of Land, Buildings, Building Improvements, Furniture and Fixtures, Equipment, Computers & Software, or Construction- In-Progress (as set forth below)
- d. must be of a tangible, distinguishable nature (possess unique physical substance)
- e. are not repair parts, component parts or supplies, maintenance or service fees

Asset Classes

Land:

Land is real property, which generally includes both surface and content of land. Land includes not only the general contract price, but also related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal cost or not capitalized. Land record should include the parcel number and or the lot, book and tract, as well as identification of use and location.

Buildings:

Buildings are real property consisting of structures erected above or below the ground for the purposes of sheltering persons or property. Building costs include construction and purchase costs, and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees, and similar types of costs. Building record should include a quantitative and qualitative description of each structure or segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria, and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregation of these costs will ease

accountability for replacing or improving the component parts and avoid pyramiding the asset value.

Building Improvements:

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility with the building. A building improvement must have a significant impact and be a material amount (\$2,500.00 or more) in order to be capitalized. Building improvement costs include construction costs, contractor payments, engineering costs and other costs required to place the improvement in its finished state. Building improvements are capitalized and depreciated separately from buildings.

Furniture & Fixture:

Furniture & Fixtures are defined as personal property not attached to land, building or improvements and which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless those are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

Equipment:

Equipment is defined as personal property not attached to land, building or improvements in which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless these are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Computers & Software:

Computers & Software are defined as personal property not attached to land, building or improvements in which remains movable. Costs associated with direct purchase including shipping, site preparations and installation unless these are nominal. Fixed asset record should include the location, original voucher numbers, and any identifying descriptions (manufacturer's model, serial number, etc.).

Construction-In-Progress:

Construction in progress is used for temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including total cost held for retainage, architecture, engineer and permit fees, equipment and storage, interest costs applicable to the period of construction and other cost required to finish the project. Construction in progress should not be depreciated and should be shown separately on the Balance sheet with other non-depreciable assets such as land and permanent land improvements.

Used Equipment:

When the Board acquires used equipment, the following requirements must be adhered to:

1. The invoice must specify “Used” as appropriate
2. The Acquisition Cost, as noted on the invoice, will determine original cost-value
3. For determining useful life, one-half of a similar new asset useful life will be used

Federal Program Property:

All acquisitions of federal property must be placed into the Boards inventory, consistent with the above capitalize requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex: “Title 1 FY2002”. Publications detailing Capital Asset federal grant regulations:

OMB Circular A-87
OMB Circular A-102
OMB Circular A-110
OMB Circular A-21

Depreciation:

Depreciation is required for the Board's capital assets. Depreciation is calculated using the Straight-Line method. The Board calculates depreciation on all capital assets reported in the Board's financial statements other than land, permanent improvements to land, and construction in-progress.

Pro-Rate convention states that fixed assets are acquired through out an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins, or ends is as follows:

Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal. The “Book Value” is the original cost less accumulated depreciation.

Useful Lives:

Useful lives of fixed assets are expressed in terms of the probable years of service. The Board has established the following categories of useful lives for its capital assets:

Land improvements 10 years
Buildings & additions 20 years
Building improvements 20 years
Furniture, Fixtures, and Equipment 5 years
Computers 3 years
Software 3 years

Fixed Asset System Maintenance:

1. Initial identification of qualified fixed assets
2. Maintaining the data records as required
3. Assignment of actual cost, Useful life and other required information
4. Determining Book Value for authorized sale items
5. Initiating the annual physical inventory process

Management Company Responsibilities:

The Board has delegated to the management Company the following responsibilities:

1. Ensuring all disposition forms or processes required in a timely manner
2. Ensuring that, when necessary, proper reporting of stolen items is communicated
3. Ensuring an accurate annual inventory be conducted and reported

Physical Inventory of Fixed Assets:

A periodic physical inventory of Fixed Assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the Board to:

1. Confirm and validate fixed asset records and/or
 2. Comply with legal, auditing/reporting and insurance requirements
- Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixture and equipment characterizes movable. The actual comparison is the responsibility of the management company. The management company will for the complete report and a copy of the inventory to the Board for final review and comparison semi-annually. If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to ensure all purchases and disposals are recorded, tracking assets and not on the listed location to determine if they are improperly recorded elsewhere, retaining inventory takers and/or departments to adhere to fixed asset policies, etc. It is important to follow up on any problem identified to ensure it has been corrected.

Tagging of Assets:

The Management Company shall be responsible for the placement of tags identifying proper Board ownership of all assets purchased in excess of \$1000. The Company shall further provide a list of “Board Tagged Assets” within 30 days of the completion of the Inventory Period.

103 BOARD OF DIRECTORS RECORD RETENTION POLICY

Record Custodian: The orderly acquisition, storage and retention of school records is essential for the overall efficient and effective operation of the Board and School. The Board of Directors has appointed record custodians to govern matters pertaining to Board and School records, their retention and disposal in accordance with ORC 149.41.

The record custodians shall consist of the Board Counsel, the Board Treasurer and the School’s EMO/Director/Superintendent. The Record Custodians shall work together to

ensure safekeeping of document under the retention periods for documents identifies below

Retention Policy: The BOARD OF DIRECTOR'S recognizes that it is essential to retain all documents necessary for the operation of its business, accounting records, tax returns, documents necessary for potential IRS inquiries and audits, and all documents that might be relevant in pending, imminent, or reasonably foreseeable investigations or litigation.

The BOARD also recognizes, however, that with the passage of time most documents no longer fall into any of these categories, and there is no business reason to incur the cost and administrative burden of storing these unnecessary documents.

Moreover, reducing the volume of retained documents lowers the cost and time required to retrieve documents that are important to BOARD's ongoing operations. Therefore, the purpose of this policy is to reduce the high cost and administrative burden of storing an ever-increasing accumulation of documents that BOARD no longer needs to conduct its business, and to reduce the cost of retrieving documents that are needed by BOARD.

While minimum retention periods are suggested, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention identified above, as well as any other pertinent factors.

(a) Tax Records. Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of deductions, business costs, accounting procedures, and other documents concerning the School's revenues. Tax records should be retained for at least six years from the date of filing the applicable return.

(b) Board Minutes and Board Materials. Meeting minutes should be retained in perpetuity in the Board's minute book. A clean copy of all Board and Board Committee materials should be kept for no less than three years by the Board. Board Policy Books and Board, other adopted School Policies shall be maintained for no longer than one year after superseded. Board Agenda's shall be maintained until superseded Board audio tape of meeting shall be held for two years.

(c) Press Releases/Public Filings. The Board should retain permanent copies of all press releases and publicly filed documents under the theory that the Board should have its own copy to test the accuracy of any document a member of the public can theoretically produce against that Board.

(d) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(e) Marketing and Sales Documents. The Board should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally

three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses and other legal documentation. These documents should be kept for a least three years beyond the life of the agreement.

(f) Contracts. Final, executed copies of all contracts entered into by the Board should be retained. The Board should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(g) Electronic Mail. E-mail that needs to be saved should be either:

(i) printed in hard copy and kept in the appropriate file; or

(ii) downloaded to a computer file and kept electronically or on disk as a separate file.

(h) Student Records and Data, School and Employee Records and Other School Data. Records held by School Management shall be retained for the relevant periods as defined by the Auditor of State and according to the attached School Record Retention Schedule as used by the State Auditor.

Exhibit B
110 BOARD OF DIRECTOR'S TRAVEL POLICY

The Board of Directors for School has resolved to establish the following procedures and standards for the handling of travel and transportation expenses of all Board Members. Any Director traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this policy. Directors will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, aside from travel to and from Board or Committee Meetings, must be obtained by properly completing the Travel Expense Reimbursement Report, in the form attached hereto as Exhibit A, with the Board Treasurer. If a Director travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

I. COST STANDARDS

1. Transportation

- a. Common Carrier- Travel by air, rail or bus must be at the lowest and best available rate.
- b. Private Car- Reimbursement will be at the current IRS rate.
- c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
- d. Costs resulting from parking and traffic violations are not reimbursable.
- e. Use of a rental car is not reimbursable unless identified on the Part I request and pre-approved by the Board President and Board Treasurer. The Board will only reimburse at the mid-sized sedan rental rate unless otherwise approved (e.g., van for seven people).

2. Hotel:

- a. A single room is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.
- b. Safe arrival call- on extended travel (at least one night away from home), the Director will be allowed one safe arrival telephone call to his/her place of choice, not to exceed five dollars (\$5.00) (including hotel charges, if any) upon submission of documentation. The Director should identify the safe arrival call on the hotel bill in order to be reimbursed.

3. Meals:

- a. A receipt must be submitted for each reimbursable meal to support the reimbursement.
- b. Meals and incidentals will be reimbursed at the IRS maximum per diem rate. (See IRS Publication 1542.). No increased meal allowances are permitted. Use of meal and incidental allowance for purchase of alcohol is prohibited. Incidentals are expenses for laundry, cleaning and pressing of clothing and fees and tips for services, such as for porters, waitresses/waiters, and baggage carriers.
- c. Travel must occur during a reasonable mealtime for the meal to be reimbursed.
- d. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. Meals included as part of your registration fees should be detailed on the registration form included with your Travel Expense Reimbursement Report. If meals are included as part of registration, you will not be reimbursed for a meal purchased during the time when the seminar is providing a meal. Continental breakfasts will not be considered a meal.
- e. Meals paid for locally will only be reimbursed if they are part of a seminar or training registration or incurred while conducting business (i.e., lunch meeting with consultants). Locally is considered within 30 miles of the worksite.

4. Miscellaneous Expenses:

- a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, receipted, and explained.
- b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts. Any receipt that appears to be altered will not be reimbursed.

Exhibit C
BOARD OF DIRECTOR'S
111 INVESTMENT POLICY

I. INTRODUCTION

The purpose of this investment policy is to establish priorities and guidelines regarding the investment management of the funds of School which are held in trust, by the School's Board of Directors (such funds hereinafter referred to as "School" funds or School Portfolio). Such priorities and guidelines are based upon Chapters 135.14 and 135.142 of the Ohio Revised Code and prudent money management. This policy includes (totally or partially) sections of the statute in order to describe eligible investments. In some sections, the policy places further limits upon the use of eligible investments or investment transactions.

II. INVESTMENT OBJECTIVES

The investment objectives of the district, in priority order, include:

A. Compliance with all Federal and State Laws

B. Safety of Principal

Safety of principal is the most important objective. The investment of District funds shall be conducted in a manner that seeks to ensure the preservation of capital within the context of the following criteria:

- Market Risk (Interest Rate Risk)

The market value of securities in the Schools' portfolio will increase or decrease based upon changes in the general level of interest rates. The effects of market value fluctuations will be minimized by:

- (1) maintaining adequate liquidity to pay current obligations;
- (2) diversification of maturities; (3) diversification of assets.

- Credit Risk

Credit risk is the risk of loss due to the failure of a security issuer to pay principal or interest, or the failure of the issuer to make timely payments of principal or interest. Eligible investments affected by credit risk include certificates of deposit, commercial paper, and bankers' acceptances. Credit risk will be minimized by:

- (1) diversifying assets by issuer;
- (2) ensuring that required, minimum credit quality ratings exist prior to the purchase of commercial paper and bankers, acceptances; and
- (3) maintaining adequate collateralization of certificates of deposit.

C. Liquidity

The portfolio shall remain sufficiently liquid to meet all current obligations of the School. Minimum liquidity levels (as a percentage of average investable funds) may be established in order to meet all current obligations without having to sell securities. The portfolio may also be structured so that securities mature concurrently with cash needs.

D. Yield

The School's portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the School will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

III. AUTHORIZED INVESTMENTS (ITEMIZED)

- U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Assn. (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Student Loan marketing Assn. (SLMA), Government National Mortgage Association (GNMA), and other agencies or instrumentalities of the United States. Eligible investments include securities that may be "called" (by the issuer) prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.
- Commercial paper issues of companies incorporated under the laws of the United States or any state, provided that such companies have assets in excess of \$500 million; eligible commercial paper shall also be rated in the highest classification (at the time of purchase) by at least two standard rating services. The final maturity of commercial paper shall be no longer than 180 days from the date of purchase.
- Bankers' acceptances issued by any bank domiciled in the State of Ohio or bankers' acceptances issued by any domestic bank rated in the highest category by one of two nationally recognized rating agencies. The final maturity of bankers' acceptance shall be no longer than 180 days.

NOTE: The maximum allowable percentage of commercial paper and bankers' acceptances is defined under Section 135.142 ORC. • Interim deposits in the eligible institutions applying for interim moneys as provided in Section 135.08 ORC.

- No-load money market mutual funds, as defined in 135.14(b)(5), rated in the highest category by at least one nationally recognized rating agency, investing exclusively in the same types of eligible securities as defined in Division B (1) or B (2) under 135.14 ORC, and repurchase agreements secured by such obligations. Eligible money market funds shall comply with 135.01 ORC, regarding limitations and restrictions.

- Repurchase agreements with any eligible institution mentioned in Section 135.03 ORC, or any eligible securities dealer pursuant to division (M) of this section, except that such eligible securities dealers shall be *restricted to primary government securities dealers*. Repurchase agreements executed with eligible broker/dealers will settle on a delivery vs. payment basis with repurchase collateral held at a qualified custodian or agent, designated by the School. Eligible repurchase collateral is restricted to securities listed in division (B)(1) or (B)(2) under 135.14 ORC. The market value of securities subject to a repurchase agreement must exceed the principal value of the repurchase amount by at least 2%. Prior to the execution of any repurchase transaction, a master repurchase agreement will be signed by the School and the eligible parties.
- The state treasurer’s investment pool [STAR OHIO], pursuant to 135.45 ORC.

IV. Safekeeping and Custody

Securities purchased for the will be held in safekeeping by a qualified Board Trustee and/or Board Fiscal Officer(hereinafter referred to as the “Custodian”), as provided in Section 135.37 ORC. Securities held in safekeeping by the Custodian will be evidenced by a monthly statement describing such securities. The Custodian may safe keep the School’s securities in (1) Federal Reserve Bank book entry form; (2) Depository Trust Company (DTC) book entry form in the account of the Custodian or the Custodian’s correspondent bank; or (3) Non-book entry (physical) securities held by the Custodian or delivery vs. Payment (DVP) procedures. The records of the Custodian shall identify such securities in the name of the School.

V. School Board

An investment report will be prepared on a quarterly basis and made available to the Board of Directors for school. The report will include the following specific areas: the investment inventory, transactions for the period, and realized income. Changes/modifications to the investment policy shall be submitted to the School’s Board Members for approval. Any amended policy that has been approved by the Board Members of the School shall be filed with the Auditor of State.

VI. Portfolio Reporting

The School shall maintain an inventory of all portfolio assets. A description of each security will include security type, issue/issuer, cost (original purchase cost or current book value), par value (maturity value), maturity date, settlement date (delivery versus payment date of purchased or sold securities), and any coupon (interest) rate. The investment report will also include a record of all security purchases and sales. Regularly issued reports will include a monthly portfolio report and a quarterly portfolio report, detailing the *current* inventory of all securities, all investment transactions, any income received (maturities, interest payments, and sales), and any expenses paid. The report will also include the purchase yield of each security, the average-weighted yield and average weighted maturity of the portfolio. The portfolio report shall state the name(s) of any persons or entity effecting transactions on behalf of the investing authority.

VII. Investment Advisors, Qualified Dealers and Financial Institutions

The School may retain the services of one or more registered investment advisor(s). The investment advisor(s) will assist in the management of the School's portfolio and will share the responsibility for the investment and reinvestment of such investment assets, including the execution of investment transactions. Upon the request of the School's Treasurer, the investment advisor will attend meetings and will discuss all aspects of the School's portfolio, including bond market conditions affecting the value of the School's investments. The investment advisor(s) will be required to issue monthly and quarterly portfolio reports as defined under Section VI of this investment policy ("Portfolio Reporting"). The investment advisor(s) may transact business (execute the purchase and/or sale of securities) with eligible Ohio financial institutions, primary securities dealers regularly reporting to the New York Federal Reserve Bank, and regional securities firms or broker dealers licensed with the Ohio Department of Commerce, Division of Securities, to transact business in the State of Ohio. All persons or entities transacting investment business with the School are required to sign the approved investment policy as an acknowledgment and understanding of the contents of said policy.

VIII. Sale of Securities Prior To Maturity

Portfolio securities may be "redeemed or sold" prior to maturity under the following conditions:

- (1) To meet additional liquidity needs
- (2) To purchase another security to increase yield or current income
- (3) To purchase another security to lengthen or shorten maturity
- (4) To realize any capital gains and/or income
- (5) To increase investment quality

Such transactions may be referred to as a "sale and purchase" or a "bond swap". For purposes of this section, redeemed shall also mean "called" in the case of a callable security.

IX. Procedures for The Purchase And Sale Of Securities

Securities will be purchased or sold through approved broker/dealers on a "best price and execution" basis. All such investment transactions will be communicated by facsimile transmission to the Treasurer or to an authorized representative, designated by the Treasurer. A purchase or sale of securities will be represented by transaction advices issued by the School's investment advisor(s) which will describe the transaction, including par value, coupon (if any), maturity date, and cost. A facsimile transmission will also be sent to the Treasurer's designated custodian bank and will serve as an authorization to said custodian to receive or deliver securities versus payment. Confirmation advices, representing the purchase or sale of securities, will be issued by the eligible broker/dealer and sent to the investing authority. Copies of such advices will be sent to the School's investment advisor.

X. Statements of Compliance

This investment policy has been approved by the investing authority and the governing board and filed with the Auditor of State, pursuant to 135.14(N)(1) ORC. All brokers, dealers, and financial institutions executing transactions initiated by the Treasurer or the School's investment advisor(s) have signed the approved investment policy. Investment policies (signed by such brokers, dealers, and financial institutions) are filed with the Treasurer. The School's investment advisor(s) is/are registered with the Securities and Exchange Commission and possesses public funds investment management experience, specifically in the area of state and local government investment portfolios. The investment advisor(s) has/have additionally signed the approved investment policy and the signed policy is filed with the Treasurer. Any amendments to this policy will be filed with the Auditor of State (Attn: Clerk of the Bureau, P.O. Box 1140, Columbus, OH, 43216-1140) within fifteen days of the effective date of the amendment.

Exhibit D
**Receipt and Expenditure of Federal Funds-Polices; Procedures and
Conflict of Interest -Part B**

108 PROCUREMENT – FEDERAL GRANTS/FUNDS

NOTE 2021 REVISION

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing **policy**.

The District shall take affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in **Conflict of Interest Policy- Part B**.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage,

the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list at any time and they must re-qualify every twenty-four (24) months in accordance with administrative procedures established by the Superintendent.

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which

it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed **\$10,000**. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers.

Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$50,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

C. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for supplies, materials, or equipment which exceeds \$50,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of **State law and Policy 500-Contracts and Commodities** . Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. Bids associated with new construction, remodeling, renovation, and professional services as it relates to District-owned facilities for shall be solicited in accordance with the provisions of State law **and Policy 600- Construction Contracting**. Bids shall be solicited from prequalified vendors or contractors. The invitation to bid shall be publicly advertised.
3. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
4. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
5. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
6. The Board reserves the right to reject any or all bids for sound documented reason.

D. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation

3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing

decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

Conflict of Interest-Part B (Board of Education's members *and the District's employees, officers and agents*).

- A. The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by Board of Education's members, and the District's employees, officers and agents. Further, such characteristics are essential to the Board's commitment to earn and keep the public's confidence in the School District. For these

reasons, the Board adopts the following guidelines to assure that conflicts of interest do not occur. These guidelines apply to all District employees, officers and agents, including members of the Board. These guidelines are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees, officers and agents.

1. No employee, officer or agent shall engage in or have a financial or other interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system.
2. Employees, officers and agents shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment or professional relationship with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's, officer's or agent's employment or professional relationship with the District through his/her access to School District records
- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
- d. the requirement of students or clients to purchase any private goods or services provided by an employee, officer or agent or any business or professional practitioner with whom any employee, officer or agent has a financial or other relationship, as a

condition of receiving any grades, credits, promotions, approvals, or recommendations

3. Employees, officers and agents shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- B. Exceptions to Part A of this policy shall be approved by the Superintendent **before** entering into any private relationship.
- C. Employees, officers and agents cannot participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees, officers and agents can not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

- D. To the extent that the District has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.
- E. Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

- F. Employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, as permitted by applicable Board policy.

EXHIBIT F

CREDIT CARD AND PEX ACCOUNT POLICY

The Green Inspiration Academy does not hold nor authorize a Credit Card and further does not hold nor authorize the use of a Pex card. Any changes to this policy must be approved in writing by the Board of Directors.

Annual Meeting FY 22-23.

SCHOOL MANAGEMENT AGREEMENT

This School Management Agreement (“Agreement”) is made as of the 1st day of July, 2022 (the “Effective Date”) by and between the Governing Authority (also referred to as the “Board”) of Green Inspiration Academy School, an Ohio public benefit corporation (the “School”) and AJ Hart Management, LLC., an Ohio nonprofit corporation (“EMO”).

BACKGROUND

WHEREAS, the Board desires to retain EMO as the exclusive management organization of the School. School is established as an Ohio community school pursuant to Chapter 3314 of the Ohio Revised Code (“ORC”).

WHEREAS, the Board and EMO (collectively referred to as the “Parties”) wish to enter into an agreement that will allow the Parties to create an enduring educational alliance by promoting educational excellence and innovation based on EMO’s school design and comprehensive educational program, as well as the EMO management principles.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually agreed upon and acknowledged, the parties hereto agree as follows:

ARTICLE I

APPOINTMENT AND TERM

1.1 Appointment-Subject to the terms and conditions set forth herein, the Parties agree that EMO shall serve as the sole and exclusive operator of the School, as that term is defined ORC § 3314.014

1.2 Term-The initial term of this Agreement shall commence as of the Effective Date and shall end at 11:59 p.m. (EST) on June 30, 2025 (the “Initial Term”) unless otherwise terminated as provided herein.

1.3 Designation as Agent- The Board hereby designates EMO, its employees, agents, contractors and representatives to serve as agents of the School for purposes of compliance with 20 U.S.C. §1232g (the Family Educational Rights and Privacy Act (“FERPA”)) and ORC §3319.321.

ARTICLE II
EMO DUTIES AND RESPONSIBILITIES

2.1 Services to be provided to the School and the Board- EMO shall provide a company agent to serve as the School's Executive Director. The Executive Director serving under this Agreement shall be April N. Hart. By and through the Executive Director, the EMO shall provide the School and the Board with the following services for which the School shall be solely responsible for all costs associated with the provision of such services in addition to the management fee set forth in Article 4.4 of this Agreement:

(a) Talent Acquisition – EMO shall assist the Board with identifying, recruiting, and interviewing individuals suitable for employment with the School and for hiring all staff and personnel necessary for the proper operation and administration of the School.

(b) Human Resources Administration – EMO shall be responsible for conducting background checks on newly hired School employees, processing and maintaining all personnel records for School employees, and implementing and enforcing workplace rules, policies and procedures (including disciplinary and termination procedures).

(c) Facility Acquisition and Management – EMO shall assist the Board in identifying facilities that are suitable for lease by the School. Additionally, EMO shall be responsible for ensuring that the School facility is cleaned and in good working order.

(d) Financial Management – The Board shall retain a Fiscal Officer on behalf of the Governing Authority and the School as required under ORC § 3314.011. The Fiscal Officer shall be responsible for overseeing all aspects of the financial operation of the School (including budgeting, internal controls, fiscal policies, and audits). Notwithstanding this provision, EMO may also maintain its own Fiscal Officer which shall oversee all aspects of the financial operation of EMO in connection with the School's budget as approved by the Governing Authority.

(f) Grants Management – EMO shall assist in managing all grants and other State and Federal Awards that the School may receive, including ensuring that all monies received under these programs are expended for their intended purpose and that all required reporting requirements under such programs are met.

(g) Executive Leadership – EMO shall provide the School with executive level guidance and leadership consistent with the terms of this Agreement, the Sponsor contract, and applicable State and Federal rules and regulations.

(h) Curriculum, Instructional Design, and Educational Philosophy – EMO shall assist the School with implementing an educational program at the School consistent with the terms of this Agreement and EMO's educational goals and philosophy (referred to as the "Educational Model" and attached hereto as Exhibit A and made a part hereof

(i) Marketing and Community Outreach – EMO shall provide the School with appropriate marketing and community outreach support, including joint enrollment and recruitment activities as set forth in Section 2.6 of this Agreement.

(j) Food Service Management – EMO shall assist the School with all aspects of food service management, including ordering meals, distribution of meals, accounting of meals served for purposes of filing reimbursement claims, administering the completion of Free/ Reduced Lunch Income Forms, and following all applicable State and Federal rules and regulations that apply to food service management. EMO shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to food service management.

(k) State Data Reporting – EMO shall be responsible for the administration of all student data, including, but not limited to, input of student data into State systems such as SOES, EMIS, EMAD, FLEMO. EMO shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to State mandated reporting of student data.

(l) Professional Development for all Staff – EMO shall be responsible for ensuring that all School staff members receive the appropriate and required amount of professional development training necessary to enhance employee knowledge, experience, and HQT status for all teaching personnel.

(m) Centralized Purchasing – EMO shall have the overall responsibility for the purchasing of all goods and services necessary for the orderly operation of the School. EMO will also utilize the School Administrator and the School's Fiscal Officer to assist in this process. EMO shall have the overall responsibility and authority to negotiate the terms of the purchase, license or lease of all furniture, computers, software, equipment and all other personal property necessary for the operation of the School, and to consummate the purchase, license or lease of the equipment and personal property. EMO shall be responsible from the time of the purchase, license or lease and at all times thereafter, for the management and maintenance of the equipment in proper working order.

(n) Board Governance Services – EMO shall assist the Governing Authority in preparation for upcoming Board meetings, including preparation and publication of public notice, securing a meeting location, sending out an agenda and materials in advance of the meeting, and in any other fashion agreed upon by the Parties. At no time shall such assistance be used as a means to usurp the authority of the Governing Authority. EMO shall assist the Governing Authority by performing other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in the day-to-day operations or as required by this Agreement.

(o) Transportation Management – EMO shall assist the School with contracting for transportation options for students attending the School.

(p) Building Level Leadership Training and Supervision – EMO, in accordance with its Educational Model (attached hereto as Exhibit A), will institute a rigorous training and supervision program for building level leaders.

(q) Fundraising – EMO shall recommend, apply for, and assist the Governing Authority in all fundraising efforts mutually agreed upon by the Parties.

(r) Technology Administration – EMO will assist with securing and implementing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond EMO’ control. EMO shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments.

2.2 Operating Authority.

2.2.1 EMO shall perform duties and services pursuant to paragraph 2.1 herein subject to Governing Authority approval. EMO shall have full authority to manage the administration, operation and performance of the School to the extent allowed under ORC Chapter 3314, EMO shall be accountable only to the Governing Authority as to the administration, operation and performance of the School

2.2.2 It is expressly understood and agreed that under no circumstances shall EMO be required to: (i) expend its time and/or resources seeking additional funding for the School beyond those duties addressed in Article 2.1 of this Agreement; (ii) expend its own funds and/or resources to fulfill its duties and obligations under this Agreement; or (iii) pay or guarantee any debt or obligation of the School including, but not limited to, debts or obligations incurred by the School prior to the Effective Date of this Agreement.

2.2.3 EMO agrees to operate the School in such a manner that implements the educational goals and programs of both the Governing Authority and EMO. EMO shall adhere to the rules and regulations established under the School’s Sponsor Agreement (collectively referred to as the “Educational Model” and more fully described in Exhibit A); provided, however, EMO shall not be required to take any action or engage in any conduct or refuse to take any action or engage in any conduct that EMO determines would be in material violation of any applicable Federal, State or local laws, ordinances or regulations or that would violate the civil rights of any student, parent, guardian, EMO employee, agent or contractor. Such action or inaction by EMO pursuant to this Article

2.2.3 shall not constitute a breach of this Agreement. If EMO determines that it is necessary to modify the Educational Model, it shall present its recommendations to the Governing Authority in writing and the Governing Authority shall give prompt and good faith consideration to EMO’ requested changes.

2.2.4 Specifically, EMO shall have the authority to:

(a) Establish and promulgate rules and regulations with respect to the conduct and discipline of students, teachers, administrators and parents, and such other matters as EMO deems necessary, prudent or appropriate with respect to the orderly administration of the School, provided that the Governing Authority has approved all established rules and as required by the Ohio Revised Code regulations. The rules and regulations promulgated by EMO relating to student discipline shall require student due process hearings in conformity with the requirements of Federal and Ohio laws.

(b) Operate the School based upon the school year and school day approved annually by the Governing Authority provided, however, that EMO may make the following changes without approval from the Governing Authority: (1) changes to the school year and/or school day in order to respond to or accommodate emergencies and/or contingency days; and (2) changes involving fewer than five (5) consecutive school days.

(c) Design and implement pupil performance evaluations and assessment strategies that permit evaluation of the educational progress of each of the School's students. The Governing Authority and EMO will cooperate in good faith to identify measures of, and goals for, the School's students and the School's performance, including but not limited to parent satisfaction.

(d) Provide special education students attending the School with such services as EMO determines are necessary and proper under applicable Federal, State and local laws, ordinances, and regulations.

(e) Subject to the School's "Budget" defined hereunder and Article 6 herein, oversee the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Governing Authority.

(f) Subject to the School's "Budget" defined hereunder and pursuant to Article 6 herein, hire such teachers, non-teaching administrative and support staff and other personnel as EMO in its discretion determines are necessary and/or appropriate for the operation of the School.

(g) Identify a suitable facility (the "School Facility" or the "Facility") and arrange for a lease to be entered into by the Governing Authority for the operation of the School and its support functions, and ensure that such Facility is equipped with technology suitable, in EMO's sole judgment, to service the Educational Program.

(h) During the Term of this Agreement maintain such financial, operations, personnel, student performance and discipline records respecting the operation of the School and the Facility (collectively referred to as the "School Records"). During the term of this Agreement, EMO shall make all School Records available for inspection by the Governing Authority, upon request, at a specified Governing Authority meeting or during regular business hours at EMO's principal office or such other location as may be required by Ohio law. The parties agree that all School Records are and shall remain the exclusive

property of the School. All School Records that are subject to production under ORC §149.43 (“the Ohio Public Records Act”) shall be made available to the public upon submission of an appropriate request under the Ohio Public Records Act. Upon termination of this Agreement and the transfer of student records to the Governing Authority pursuant to Article 8 of this Agreement, EMO shall have no further responsibilities for the maintenance of such student records.

(i) Make such reports and presentations respecting the operation, administration and/or performance of the School (i) as may be required from time to time by the Ohio Department of Education (“DOE”) or applicable Ohio law, and (ii) at least quarterly to the Governing Authority or as requested by the Governing Authority during any period that the School fails to materially meet the goals of the Educational Program, taken as a whole.

2.3 EMO shall identify all school purchases and the nature of the funding source (whether purchased by the School or EMO) pursuant to the School’s budget or at a meeting of the Governing Authority if such purchases were not considered under the “Budget” hereunder. All assets purchased with School revenues shall be tagged as the property of the school.

If EMO sells any of the aforesaid items or otherwise converts same to cash, the proceeds of such sale, net of expenses, shall remain the sole and exclusive property of the School. EMO shall, to the extent it deems advantageous to the School or required by Federal, State or Local laws, use competitive bidding in the purchase of books, supplies, equipment and other materials paid for with School funds.

2.4 Subcontracts. This contract is Exclusive to School. EMO shall not subcontract any of its duties or responsibilities under this Agreement.

2.5 Place of Performance. EMO reserves the right to perform its obligations under this Agreement at any location it deems appropriate (unless otherwise prohibited by applicable state and/or federal laws), except pupil instruction shall be provided at the School Facility.

2.6 Student Recruitment. At all times, EMO and the School shall be jointly responsible for all student recruitment efforts and for recruiting students in a manner that is compliant with the ORC and other applicable laws. Notwithstanding anything herein to the contrary, EMO agrees to implement an organized student recruitment effort that will be designed to maximize student enrollment at the School.

ARTICLE III BOARD AND SCHOOL DUTIES AND RESPONSIBILITIES

3.1 Good Faith Obligation. At all times, the Board and the School shall exercise in good faith their respective rights, duties and obligations under this Agreement, as well as the

authority granted to them under Ohio law respecting the School and EMO as operator of the School.

3.2 Dependency on Availability of Funds. At all times hereunder, the Board shall be responsible for securing adequate funding for the proper administration of the School and ensuring that EMO has access to such funds as provided for in the “Budget,” which is defined herein below. The Board acknowledges that EMO’ operation of the School is dependent upon the availability to EMO of adequate funding, and failure to provide EMO with adequate funding as set forth in the Budget shall relieve EMO of its obligations under this Agreement.

3.3 Furnishing Information. The Board shall furnish EMO with all information, documents, forms and reports required by EMO for proper administration of the School and/or the Facility, or as may be required in preparation for any legal or administrative proceeding relating to the School and/or the Facility, or as may be required to comply with the Ohio Public Records Act, requests made by the DOE, or any other applicable Federal, State or local laws.

ARTICLE IV FISCAL MATTERS

4.1 Revenues. For purposes of this Agreement, the term “Revenues” shall mean all funds, of any kind and from any source, received by the Governing Authority or EMO on behalf of the School, including but not limited to:

- (a) Funding for public school students enrolled in the School;
- (b) Funding provided by Federal or State Governments that is directly allocable to special education students enrolled in the School;
- (c) Funding provided by Federal and State Governments that is directly allocable to gifted and talented students enrolled in the School;
- (d) “At-Risk” or “Poverty-Based” funding provided by Federal and State Governments that is directly allocable to at-risk or disadvantaged students enrolled in the School;
- (e) Funding provided by Federal and State Governments to the School that is directly allocable to students enrolled in the School with limited English proficiency;
- (f) Federal and State grant sources, including Title Funding (i.e., Title I) that is directly allocable to the School;

All Revenues described above in Article 4.1(a), (b), (c), and (d) shall be collectively referred to as Full-Time Equivalency Money or FTE Money.

4.2 Revenues Managed by EMO. All Revenues are and shall remain the sole and exclusive property of the School and are budgeted for and managed under the auspices of the Fiscal Officer.

4.3 Budget Process.

4.3.1 Revenues and expenditures shall be based on an academic year that commences on July 1st of each year and ends on June 30th of the following year (an “Academic Year”). EMO shall provide the Board with annual operating and capital budgets for each Academic Year (collectively referred to as the “Budget”), the first draft of which shall be submitted to the Board no later than April 15th preceding that Academic Year.

4.3.2 The School Fiscal Officer shall be responsible for the preparation of the School's Budget. Both EMO and Fiscal Officer shall work together to complete a Budget containing such detail as reasonably requested by the Board and shall include all projected expenses and costs reasonably associated with operating the School including, but not limited to, the projected cost of all payroll and benefits to be paid for services and education programs, rental, maintenance and other costs and expenses to be incurred by the School under lease, capital expenditures, supplies and furnishings necessary to operate the School, utilities, all taxes of any kind that are assessed or imposed, insurance premiums, and other costs and expenses required or advisable to operate the School.

4.3.2 The Board shall review the Budget and either approve or reject it no later than June 1st preceding that Academic Year. If the Board takes no action by June 1st, then the Budget shall be deemed to be approved as submitted. If the Board timely rejects the Budget, then EMO, Fiscal Officer and the Board Finance Committee shall work together to create a mutually agreeable Budget prior to June 15th. If the Budget has not been approved by the Board by June 15th, EMO shall have the option of proceeding with the start of that Academic Year (in which case the Budget from the immediately preceding Academic Year shall be deemed to be the Budget until a new Budget is approved by the Board) or terminating this Agreement pursuant to Article 8.1(a) below.

4.3.5 The Budget may be amended from time to time by mutual agreement of EMO and the Governing Authority.

4.3.6 EMO may make expenditures of Revenues on behalf of the School as provided in the Budget without further consultation with the Governing Authority; provided, however, that the total expenditures as originally budgeted and approved by the Governing Authority do not change. All proposed or anticipated expenditures of Revenues not otherwise provided for in the original Budget must be approved by the Governing Authority through a Budget amendment. At no time during a given fiscal year shall EMO make expenditures of Revenues on behalf of the School that cause the Governing Authority to exceed its anticipated revenues for the same fiscal year unless previously agreed to by the Parties and reflected in an approved Budget.

4.4 EMO Management Fee. In consideration for the services provided by EMO hereunder, and more specifically as enumerated in Article 2.1, the Board agrees to pay EMO an annual fee of \$140,000 (hereinafter referred to as the “Management Fee”) per year from July 1, 2022- June 30, 2025. Payments shall be made as follows:

- a) 11, 250.00;
- b) \$2,500 in August and \$2,500 in January of each contract year.

Payment shall be made within five (5) business days of the receipt of a State Settlement Payment (“FTE Money”).

4.5 Other Schools. The Governing Authority acknowledges that EMO may enter into similar management agreements with other schools or educational institutions. EMO shall maintain separate books for expenses incurred by and on behalf of the School and other EMO operated schools. If EMO incurs authorized reimbursable expenses on behalf of the School and other EMO operated schools that are incapable of precise allocation, then EMO shall allocate such expenses among all such schools, including the School, on a prorated basis based upon the number of students enrolled at each school, or upon such other equitable basis as is acceptable to all EMO operated schools.

4.6 Financial and Other Reporting.

4.6.1 At each regular meeting of the Board of Directors, EMO shall provide the Board with detailed financial statements of all School Revenues received and expenditures made, as well as comparisons of actual results to budget. Such statements shall present YTD financial information that is not older than 1 month.

4.6.2 Upon request and at all regularly scheduled Board meetings, EMO shall provide the Board with reports on the School’s operations, finances, and student performance.

4.6.3 EMO shall periodically provide the Board with all other relevant information that will enable to the Board to: (i) monitor EMO’ performance and the efficiency of its operation of the School, (ii) comply with any and all reporting requirements under Federal, State or local laws, and (iii) regularly furnish committee reports.

4.7 Access to Records. EMO shall keep accurate financial records pertaining to its operation of the School, together with all other School Records prepared by or in the possession of EMO, and shall retain such records during the Term of this Agreement. The Parties shall each maintain the confidentiality of all records pertaining to School personnel and students to the extent required and/or permitted by law, as well as all other records required by law to be held in confidence.

4.8 Audits. The Parties acknowledge that the School will be subject to an annual audit conducted by the Auditor of State for Ohio (the “AOS”), or if so permitted by the AOS, by a independent audit firm (“IPA”) approved to do audits on behalf of the AOS. The AOS or the IPA (collectively referred to as the “Auditors”) shall audit the books and records of the School and Governing Authority for each Academic Year (the “Annual Audit”). The Parties shall each cooperate with the Auditors and shall provide information and copies of all documents related to the financial transactions and activity of the School. Additionally, the Governing Authority Fiscal Officer shall act as the liaison

between the Auditors and the School and periodically report to the Governing Authority and EMO as to the progress of the Annual Audit. The cost of the Annual Audit shall be borne solely by the Governing Authority.

4.9 Unexpended Donations. Subject to applicable donor restrictions, EMO and the Governing Authority shall work together to determine the best and most appropriate disposition of any funds that were donated, directly or indirectly, to the School that remain unexpended following completion of the project or purpose for which such funds were originally designated.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Licenses to Educational Materials. For the purposes of this Agreement, “Educational Materials” shall mean all print and electronic versions of textbooks, training manuals, instructional materials, lesson plans, teacher guides, exercises, workbooks, tests and other curriculum-related materials that were created by EMO or purchased with School funds for use in the delivery of the Educational Model. School shall own all intellectual property and/or copyright licenses related to Educational Materials.

5.2 Ownership and Licensing of the Educational Model. The Parties acknowledge and agree that School's Educational Model is unique and creative and is covered by intellectual property rights owned or licensed by School and shall at all times remain the exclusive property of School.

ARTICLE VI PERSONNEL & TRAINING

6.1 Personnel Responsibility. Unless otherwise agreed to herein, the Parties acknowledge that all staff and personnel hired by EMO on behalf of the School shall be employees of the School, and not EMO. The Parties will each be responsible for compensating their own respective employees, and at no time shall either Party be obligated to compensate the other Party’s employees outside the specific terms of this Agreement. EMO shall have the sole responsibility and authority to determine staffing levels, to select, hire, evaluate, assign, discipline, transfer and terminate personnel operating in connection with the School. All hiring and termination decisions of EMO shall be reported to the Governing Authority promptly. School will authorize its Fiscal Officer to make automatic withdrawals from its Payroll Account on each scheduled payday in an amount necessary to cover the amount of payroll for employees assigned to the School. All such employment costs and liabilities are separate and apart from the management fee due EMO as described in Section 4.4.

6.2 School Administrator. Subject to approval of the Governing Authority, EMO shall have authority to select and hire the School Administrator(s) and to hold them accountable for the success of the School. EMO shall consult with the Governing Authority prior to hiring the Administrator and shall consult with the Governing Authority prior to any discipline, transfer or termination of the employment of any School Administrator who fails to meet the performance goals and standards of either EMO or the Governing Authority. The duties of the School Administrator and the terms of his or her employment, shall be determined by EMO after consultation with the Governing Authority.

6.3 Teachers. In accordance with the yearly Budget EMO shall have sole discretion to determine the number of teachers reasonably necessary for the operation of the School, and to assign such teachers to the appropriate grade levels and subject matters for which they are qualified. The curriculum taught by teachers employed by the School shall be consistent with the Educational Program. Such teachers may, at the sole discretion of EMO, work at the School on a full or part time basis. Each teacher employed by the School shall be highly qualified (“HQT”) and hold a valid teaching or other applicable license, certification, permit or approval issued by the State of Ohio and shall be subject to the requirements of a criminal records check conducted pursuant to ORC §§3319.39 and 3319.391.

6.4 Support Staff. In accordance with the yearly Budget, EMO shall have sole discretion to determine the number and the functions of support staff required for the operation of the School. EMO shall provide the School with qualified staff to efficiently operate the School. The staff may, at the discretion of EMO, work at the School on a full or part time basis. All staff employed by the School shall undergo criminal records checks similar to that of teachers.

6.5 Training. EMO shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as EMO determines is reasonable and necessary under the circumstances of their employ.

6.6 Limitations on Discretion. All decisions made by EMO with respect to staffing levels and its selection, evaluation, assignment, discipline, transfer and/or termination of staffing personnel shall be consistent with the Budget, the parameters set forth in the Educational Program, and all applicable Federal, State and Local laws.

6.7 State Retirement Systems. The Parties acknowledge that ORC Chapters 3307 and 3309 stipulate that independent contractors retained by EMO for educational services at the School may meet the qualifications for membership in the School Teachers Retirement System (“STRS”) or the School Employee Retirement System (“SERS”) if the teaching or other duties performed by the independent contractor are the same as those performed by teachers or staff in public schools under typical school district employment contracts, including substitute positions. Therefore, EMO shall make the

appropriate payroll deductions from the pay of each School employee in accordance with ORC Chapters 3307 or 3309, if applicable. EMO shall assist the Governing Authority with respect to fulfilling all reporting and compliance obligations under ORC Chapters 3307 or 3309.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Governing Authority Warranties and Representations. The Governing Authority represents and warrants to EMO that as of the Effective Date of this Agreement: (i) the School is an Ohio public benefits corporation in good standing and the Governing Authority has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to the School or to the Governing Authority; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which the School or the Governing Authority is a party.

7.2 EMO Warranties and Representations. EMO represents and warrants to the Governing Authority that, as of the Effective Date of this Agreement: (i) EMO is a 501(c)(3) non-profit corporation in good standing and that EMO has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to EMO; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which EMO is a party.

ARTICLE VIII TERMINATION AND EFFECTS OF TERMINATION

8.1 Termination. This Agreement may be terminated for the following reasons:
(a) By EMO, immediately, if: (i) for any reason there is a material impairment in the receipt of Revenues for any Academic Year to the effect that EMO, in its sole discretion, determines that there would be insufficient funds available for the orderly operation of the School in a manner and at a level of service reasonably expected to meet the goals established in the Educational Program, to receive a passing annual report card for the School as required by the DOE, or to pay the Management Fee; (ii) the School is ordered by the DOE or any court or governmental authority to cease operations; (iii) the School is unable to pay its debts as they come due or has filed a petition seeking protection from its creditors under Federal bankruptcy laws or any state counterpart thereto, or has been

deemed insolvent under such laws; (iv) the Governing Authority fails to approve a Budget for the Academic Year as required pursuant to Article 4.3 above; or (v) the Governing Authority is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure.

(b) By EMO, after written notice, if the Governing Authority or the School is in material breach of any of its respective covenants, duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after EMO has provided the Governing Authority with written notice of the material breach.

(c) By the Governing Authority, immediately, if: (i) the School or EMO is deemed to be insolvent under the Federal Bankruptcy Code or is unable to pay their respective debts as they come due or have filed a petition seeking protection from its creditors under Federal bankruptcy law or any state counterpart thereto and EMO has not filed a plan for reorganization under Chapter 11 of the United States Bankruptcy Code in the time allotted therein; (ii) the School is ordered by the School Sponsor, DOE or any court or governmental authority to cease operations; or (iii) EMO is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared a Force Majeure

(d) By the Governing Authority, after written notice, if EMO is in material breach of any of its respective duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Governing Authority has provided EMO with written notice of the material breach.

8.2 Duties Upon Termination. This Article 8.2 shall survive any expiration or termination of this Agreement.

(a) Upon termination of this Agreement for any reason whatsoever, the Governing Authority on behalf of the School shall immediately pay to EMO and/or any of EMO's affiliates all amounts due and owing to EMO under the terms of this Agreement. EMO shall assist the School in the transition of management and operations, including, but not limited to: (i) the orderly transition and return of all student records, the School Facility, and all other School property, equipment and material owned by the School; (ii) sending notices to students as reasonably requested by the School; and (iii) at the School's option, delivering student records directly to the students.

ARTICLE IX INSURANCE

9.1 Insurance Coverage. EMO shall at all times maintain general liability insurance at levels deemed to be appropriate by a credible agent with knowledge of EMO's operations, but in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Board on behalf of the School shall at all times maintain appropriate levels of insurance that meet or exceed those levels required by the Sponsor contract. The Parties shall both list each other as additional insured on their respective policies. The Board shall also list the Sponsor as an additional

insured on the School's policy. Upon request, each Party to this Agreement shall present evidence to the other Party that it maintains the requisite amount of insurance in compliance with the provisions of this paragraph. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE X MISCELLANEOUS

10.1 Entire Agreement; Merger. This Agreement together with any attachments hereto set forth the entire understanding between the Parties with respect to the operation of the School and supersedes and replaces any and all other agreements or understandings by and between the Parties hereto with respect to the creation and operation of the School.

10.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in the performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood or natural accident; provided that either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

10.3 Arbitration.

(a) In the event of any dispute between the parties hereto, the parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in Cuyahoga County, Ohio.

(b) The parties shall have the right of limited pre-hearing discovery, in accordance with the Ohio Rules of Civil Procedure, as then in effect, for a period not to exceed 60 days.

(c) As soon as the discovery is concluded, but in any event within 30 days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

(d) Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

10.4 Official Notices. All notices or other communications required or permitted under the Agreement shall be in writing and shall be given by personal delivery, confirmed facsimile, electronic mail (e-mail), or commercial courier addressed to the Party at its principal address as follows:

If to the Governing Authority:

Attn: Antoine Williams
Address: 4901 Galaxy Parkway, Suite-L
Warrensville Heights, Ohio 44128
E-mail: antoinerwilliams@yahoo.com

If to EMO:

Attn: April Hart,
President, AJ Hart Management, LLC.
2529 Canterbury Rd. Cleveland Hts, Ohio 44118
E-mail: ahart13@green-ia.com

All notices and other communications required or permitted under the Agreement that are addressed as provided in this section will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile transmission, be deemed given when sent and confirmation of receipt is received, (iii) if delivered by commercial courier, be deemed given upon receipt; and (iv) if delivered by electronic mail (e-mail) transmission, be deemed given when sent.

10.5 Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and signed by the Parties hereto.

10.6 Waiver. No waiver or delay of any provision of this Agreement at any time shall be deemed or shall constitute a waiver of any other provision.

10.7 Cost and Expenses. If any Party hereto commences an action against the other Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs of suit.

10.8 Severability. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken and the remainder of this Agreement shall continue in full force and effect.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but taken together shall be deemed to be a single enforceable agreement.

10.10 Relationship of the Parties. The parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an

employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

10.11 No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third party, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

10.12 Independent Activity. All of the parties to this Agreement understand that EMO's business is to operate and manage community schools throughout the State. As such, the parties agree that EMO and its affiliates, may operate other community schools in Ohio whether the same may be considered competitive with the School.

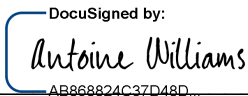
10.13 Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

AJ Hart Management, LLC.

By:  _____
Title: Executive Director
Date: 6/28/2022

The Green Inspiration Academy

By:  _____
Title: _____
Date: 6/30/2022

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

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

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

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

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

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

 B4A804A044E64FE...	4/4/2023
_____ School Governing Authority President	_____ Date

 _____ Designee	4/3/2023 _____ Date
--	---------------------------

DocuSigned by:  G24CG6BC7F7F476...	4/3/2023
_____ Treasurer	_____ Date

ATTACHMENT 3.7

Racial and Ethnic Balance Policy

Whereas, School is a public school and enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.

Whereas, the School sets forth the following plan and procedures to achieve or continue racial and ethnic balance:

- 1) The School will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population.
- 2) The school Leader will assess the racial and ethnic balance of the school within the first two months of the calendar year using detailed demographic information obtained from the U.S. Census Bureau and local report cards for which the school draws its students to determine racial balance comparative to the population.
- 3) Marketing plans for the School shall be adjusted to ensure racial diversity. Efforts will be made to draw students from a diverse area to best reflect the local population's ethnic and racial diversity.
- 4) A Racial and Ethnic Balance Report (the "Report") is completed by the school leader in **January of each year** for review by the school governing authority.
- 5) The Report will be evaluated by the school leader and the EMO and presented to the governing authority for review and approval by the February Governing Authority Meeting of each year.

Revised/ re-adopted September 2022

GREEN INSPIRATION ACADEMY

ATTACHMENT 3.9 ADMISSION POLICY

Admission to the Green Inspiration Academy School is open to any student grades kindergarten through 8 who reside in any School in the State of Ohio and who is entitled to attend school per ORC Section 3313.64; 3313.65 and RC 3321.01 as included herein.

Kindergarten students must turn five on or before September 30th. At the beginning of the school year, all kindergarten children will be academically and developmentally screened. Parents/Guardians will be notified as to the dates and times of the screenings.

The School will focus its recruiting efforts on parents with children eligible to enter grades K-8 who desire a rigorous education with authentic learning experiences in a collaborative and nurturing environment.

The character traits of students who will excel at our School are students who:

- Are able or willing to look at tasks in creative and unique ways (problem solving);
 - Are active learners with a need for kinesthetic learning experiences in addition to auditory/visual learning experiences;
 - Capacity to work with others cooperatively and in teams rather than completing a majority of class work alone;
 - Are able to rise to the challenge of ambiguity and energized by the possibility of multiple “right” answers;
 - Have supportive families who are willing to commit to ensuring that students are present at school and complete their homework;
 - Are willing to put forth effort into their own education;
 - Work well, or show a propensity to work well, with other students
- generally are well behaved and do not allow behavior to interfere with their own learning or that of their fellow classmates.

NON- DISCRIMINATION POLICY

In accordance with federal and state anti-discrimination laws, the School will not discriminate on the basis of any legally protected category in the admission of students. The School does not discriminate on the basis of race, sex, or handicap in the educational programs, activities, and employment practices as required by Title IX of the Educational Amendments of 1972 and 504 Rehabilitation Act of 1973. Any person who believes that the School or any staff person has discriminated against a student on the basis of race, color, creed disability, religion, ancestry,

national origin, place of residence, social or economic background, has the right to file a complaint. A formal complaint can be made in writing to the School's Director.

CAPACITY AND LOTTERY:

The School will not exceed the capacity of the school's programs, classes, grade levels or facilities. When the number of applicants for admission exceeds the school's capacity, admissions will be determined by a lottery of applicants in the following categories of preference: first to the returning students who attended the School the previous school year; second to the siblings of returning students; third to the students residing in the district in which the school is located; and then to the other new students as space is available.

The School's Open Enrollment period and lottery procedure will take place in the spring of the year of enrollment. All prospective students will be given the opportunity to enroll in the free public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs. Intent to enroll forms will be available no later than the first week of March. These intent forms should be completed and returned as soon as possible but no later than the announced due date, so that should the need arise; those names will be included in the lottery (a drawing as described above). Registration/Enrollment Forms returning students must be completed yearly in order to secure a spot.

WITHDRAWAL

Parents/Guardians withdrawing students from school are asked to give the School at least one week's notice. A withdrawal form will need to be completed and signed. This signed form gives official notice of the student's withdrawal. Except as is required by law, records will not be released until a Release of Information form is completed by the legal parent/guardian. In addition, all outstanding fees, academic records or obligations must be met, including return of all school materials.

CHANGE IN LOCATION

Parents, guardians or emancipated students age 18 and older are required to notify the community school in which they are enrolled when a change in the location of the parent's or student's primary residence occurs. ORC 3314.03(A)(32).

OPEN ENROLLMENT PROCEDURES

Upon admission of any student with a disability, the community school will comply with all federal and state laws regarding education of students with disabilities. The school will not limit admission to students on the basis of intellectual ability, measures of achievement of aptitude or athletic ability. In the event the racial composition of the enrollment of the community school is violative of a federal desegregation order, the community school shall take all corrective measures to comply with the desegregation order. Enrollment is open to students who reside in any district in the state of Ohio and who is entitled to attend school. Students are eligible to enroll beginning the first day of each respective school year through the last day of the year according to the school calendar. To enroll, parents/guardians must submit the following to the School:

- Completed Registration Form
- Student's birth certificate
- Photo identification of parent/guardian enrolling the student
- Student's current immunization record
- Proof of Residency – Proof of Residency may include:
 - A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
 - bank statement
 - notarized statement of residency
 - A utility bill or receipt of utility installation issued within 90 days of enrollment;

Students At-Risk Definitions:

Both minor and adult aged students can be defined as “at-risk” using a variety of different indicators. The indicators listed below is not an all-inclusive list, but they are the most common identifiers that we believe affect student learning and can specifically stop students from earning a high school diploma if not acknowledged and addressed in the school setting.

- Having a disability or illness
- Have experienced abuse or trauma
- Exhibited behavior problems
- Assessed at below grade levels in content areas, specifically reading and math
- Family issues such as poverty, little parental involvement in education or emphasis on education, mental illness
- The student is a parent
- Criminal history
- History of chronic truancy
- Credit deficient when compared to peers

Acknowledging these potential barriers, and then assisting in removing them by developing relationships and utilizing community resources is a key component to the success of our school.

Attendance, Truancy and Chronic Absence Policy (with 72 Hour withdrawal rule)

Whereas the Ohio Department of Education and the School believe that regular school attendance is an important ingredient in students' academic success. Excessive absences interfere with students' progress in mastering knowledge and skills necessary to graduate from high school prepared for higher education and the workforce. To support academic success for all students, the School will partner with students and their families to identify and reduce barriers to regular school attendance. Accordingly, the following policy is effective immediately:

I. School Strategies to Reduce Habitual Truancy and Chronic Absence:

The School will utilize a continuum of strategies to reduce student absence including but not limited to:

1. Notification of student absence to parent or guardian;
2. Development and implementation of an absence intervention plan, which may include supportive services for students and families;
3. Counseling;
4. Parent education and parenting programs and mediation;
5. Intervention programs available through juvenile authorities; and
6. Referral for truancy if applicable.

II. Definition of Truancy and Excessive Absences:

A. The definition of an "habitual truant" is as follows:

1. Absent 30 or more consecutive hours without a legitimate excuse;
2. Absent 42 or more hours in one month without a legitimate excuse;
3. Absent 72 or more hours in one year without a legitimate excuse.

B. Habitual truancy also includes "excessive absences" as follows:

1. Absent 38 or more hours in one school month with or without a legitimate excuse;
2. Absent 65 or more hours in one school year with or without a legitimate excuse.

III. Truancy is Not Criminal:

1. Students cannot be expelled or suspended (out of school) for being truant (beginning July 1, 2017);
2. The School will take several steps to engage the student and family before filing a complaint with juvenile court (including parental notification, an absence intervention team and an absence intervention plan detailed below);
3. A complaint cannot be filed until 61 days after failed implementation of an absence intervention plan or unless; or
4. If a child has been absent without legitimate excuse for 30 or more consecutive hours or 42 or more hours in a month during the implementation of an absence intervention plan.

IV. Student Discipline

1. The School may permit students to make up missed work and receive credit for missed work due to suspensions.

The School will not apply any remaining part or all of a suspension to the following school year, but the superintendent may require a student to participate in community service or an alternative consequence for the number of hours equal to the time left on the suspension.

V. EMIS Reporting Changes

1. When the School notifies a parent when a student has excessive absences.
2. When a child has been absent without legitimate excuse for 30 or more consecutive hours, 42 or more hours in one school month, or 72 or more hours in one school year.
3. When a child has been adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication.
4. When an absence intervention plan has been implemented for a child.

VI. Excessive Absences

When a student is excessively absent from school the following will occur:

1. The School will notify the student's parents in writing within seven days of the triggering absence and,
2. The student will follow the district's plan for absence intervention.
3. The student and family may be referred to community resources.
4. Invoke the "72-hour rule" and withdraw the student from the school if the student without a legitimate excuse fails to participate in seventy-two consecutive hours of the learning opportunities offered to the student." Ohio Revised Code: 3314.03(A)(6)(b).

VII. Habitually Truant

When a student is habitually truant, the following will occur:

- A. Within seven days of the triggering absence, the School will do the following:
 1. Select members of the absence intervention team;
 2. Make three meaningful attempts to secure the student's parent or guardian's participation on the absence intervention team.
- B. Within 10 days of the triggering absence, the student will be assigned to the selected absence intervention team;
- C. Within 14 days after the assignment of the team, the School will develop the student's absence intervention plan;
- D. If the student does not make progress on the plan within 61 days or continues to be excessively absent, the School will file a complaint in the juvenile court.
- E. Invoke the "72-hour rule" and withdraw the student from the school if the student without a legitimate excuse fails to participate in seventy-two consecutive hours of the learning opportunities offered to the student." Ohio Revised Code §3314.03(A)(6)(b).

VIII. Absence Intervention Team

The School shall utilize the "absence intervention team" when a student is deemed habitually truant. The purpose of the absence intervention team is to establish a student-centered absence intervention plan for every child who has been deemed habitually truant by identifying specific barriers and solutions to attendance. The team is cross-sector and ideally includes participation of the student and the parent. This requirement is aimed at breaking down barriers to attendance without filing criminal complaints against the student in juvenile court.

Membership of each team should vary based on the needs of each individual student, but each team MUST include:

1. A representative from the school;
2. Another representative from the school who has a relationship with the child;
3. The child's parent (or parent's designee) or the child's guardian, custodian, guardian ad litem or temporary custodian.

The school may consult or partner with public and nonprofit agencies to provide assistance as appropriate to students and their families to reduce absences.

References: ORC: 3314.03(A)(6)(b); 3321.191; 3321.01; 3314.03(A)(32); 3314.03(A)(6)(b).

September 2022 ANH CO LPA

ATTACHMENT 3.9

Green Inspiration Student Residency Verification Policy Overview

Whereas Ohio House Bill 21 has imposed additional requirements upon Community Schools regarding verification of student residency;

Whereas The Governing Board permits enrollment into the SCHOOL by students who reside in any district in the state of Ohio;

Whereas the Governing Board for School adopts the following Policy in conformity with Ohio State Law;

Student Residency Verification Policy:

1. The Governing Board will review the residency records of students enrolled in the community school on a monthly basis;
2. The Governing Board will verify annually to the Ohio Department of Education the school district in which the student is entitled to attend school;
3. Parents and Guardians shall notify the community school when there is a change of residence.
4. Parent and Guardians shall notify the community school when there is a change of custody for the student.
5. Documentation used to verify residence of students shall be as follows;
 - A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
 - A utility bill or receipt of utility installation issued within 90 days of enrollment;
 - A paycheck or paystub issued to the parent or student within 90 days of the date of enrollment that includes the address of the parent's or student's primary residence;
 - The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
 - Documented affirmation of address of student's parent(s) from district of residence where parent(s) currently resides;
 - Notarized affirmation from parent(s) of current residence address;
 - USPS return receipt from certified letter sent to parent(s) by district of residence;
 - Written confirmation from the Department of Job and Family Services of current address of the parent(s); or
 - Written confirmation from a local law enforcement agency of the current address of the parent(s).
 - Notifications from Social Security and/or Job and Family Services dated within thirty days.

Monthly Affirmation of Student Residency

The Governing Board shall direct the School to conduct monthly internal audits of instances in which a parent/guardian/student has submitted an updated proof of residency as a result of a change in student address. Changes in residency will be updated to student's file.

Annual Residency Verification

As an annual measure of residency verification, the Governing Board will release an annual reminder statement to parent/guardian/student reminding them of their responsibility to notify the school of a change in address.

The Governing Board shall verify annually to the Ohio Department of Education the school district in which the student is entitled to attend school.

Disagreement Regarding District of Residence

If the School determines of a student's district of residence differs from the District's determination, the school shall provide the school district with documentation of the student's residency and shall make a good faith effort to accurately identify the correct residence of the student.

ATTACHMENT 3.12
Special Education, ELL, Gifted & 504

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

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

1. The school will meet state and federal law mandates for providing education and services for students that qualify for 504, LEP/ELL, and SWD. Students referred will undergo a multi-factored evaluation, attended by the parent, and an administrator or the administrator designee, and a school psychologist. The evaluation will determine whether an IEP, 504, LEP/ELL, or gifted is appropriate or ongoing monitoring.
2. RTI- The School will utilize the Response to Instruction (RTI) model in identifying students. The RTI process is a three tier process beginning with whole class, transitioning to small group for those who qualify. If students are not responding in tier two, students will transition to tier three, which will consist of one on one intervention. If the student responds well, the intervention will continue in the areas needed and processing back to the general education classroom. If student does not respond to the intervention, a further evaluation will be completed through the multi-factored evaluation.
3. Intervention Services will include but not limited to small group intervention, one to one intervention, after school tutoring and summer school tutoring. Modified curriculum with student support. Dedicated daily time will be scheduled to work on any intervention with students.
4. Discipline- The student code of conduct will be created and approved by the board. The School will implement said policy with all students. For SWD, The School will abide by federal law on how to implement and distribute consequences.
5. The School will provide services as prescribed in a student's IEP. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
6. The School will employ HQT teacher(s) and para-professionals with proper credentials to provide services for SWD, TESOL, ESEA or gifted endorsement.

7. The school will provide services to Limited English Proficient (LEP) students in accordance to the most recent state and federal guidelines. The school will also provide highly qualified personnel as needed.
8. The school will provide for students needing a 504 plan in accordance to the most recent state and federal guidelines.

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (“Amendment”), made as of the 13th day of MAY, 2021 by and between Galaxy Corporate Center LLC (“Lessor”) and Green Inspiration Academy (hereinafter called the “Lessee”) having its principal office at 4901 Galaxy Parkway, Suite A, Warrensville Heights, Ohio 44128 (“Lessee”);

W I T N E S S E T H :

WHEREAS, Lessor and Lessee did enter into a certain Lease dated May 24, 2018 as amended August 31, 2020 (“Lease”) covering premises consisting of 19,350 square feet of space, known and numbered as Suite A, located at 4901 Galaxy Parkway (“Building”), Cleveland, Ohio 44128 (“Leased Premises”);

WHEREAS, Lessor and Lessee desire to amend and extend the lease for the Leased Premises as well as other lease modifications as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Lessor and Lessee hereby agree to amend the Lease, effective July 1, 2021 as follows:

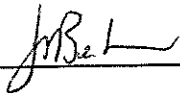
1. Paragraph 1.3 of the Lease shall be amended by deleting the phrase, “ending on the last day of June 2021.” and the following shall be substituted in its stead and place “ending on the last day of June, 2023.”
2. Minimum Rent. Lessee shall pay as Minimum Rent for the Premises, \$12,000.00 per month; \$144,000.00 per annum for the period July 1, 2021 – June 30, 2023.
3. Option to Renew. Provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the option, exercisable only upon one hundred and eighty (180) days prior written notice, delivered to Lessor via certified mail, return receipt requested to extend the term of this Lease for an additional two (2) year period to commence on July 1, 2023 and expire on June 30, 2025 (hereinafter the “Option Period”). Should Lessee elect to exercise such option to extend the term for the Option Period, as hereinabove set forth, then all terms and conditions of this Lease shall remain the same except that during such Option Period the Minimum Rent due under this Lease shall be the greater of (i) the then current market rent for space of similar size and location at Galaxy Corporate Center (“Project”) as of the date of Lessor’s receipt of Lessee’s written notice or (ii) the per square foot per annum Minimum Rent payable during the last year of the Lease Term increased by **\$.25** per year on each anniversary of the commencement of the Option Period.
4. Paragraph 4.3 of the Lease, as amended, shall be amended by deleting the following language, “ Lessee shall maintain in force and affect at all times a maintenance contract for the heating, ventilation and air conditioning equipment acceptable in form and content to Lessor with Brennan Heating and Cooling,

Lessor's contractor for the property. Such maintenance contract shall consist of at a minimum, semi annual inspections." and substituting therefore the following language, " Notwithstanding the foregoing with respect to the heating, ventilating and air conditioning unit (s) ("HVAC") for the Premises, Lessee shall be responsible for the cost of the quarterly maintenance of the HVAC which will be billed to Lessee monthly. The current pm charge for the premises is \$460.20/month. In the event Lessor's contract increases, Lessee's monthly payments will increase.

5. Broker. Lessee warrants and represents that the only real estate broker or finder who had shown the Premises to Lessee or initiated this Lease Amendment is Amy Becker. Brokers fees to the broker identified herein shall be paid by Lessor. Lessee shall indemnify, defend and hold harmless Lessor from any claim, suit or expense arising from a claim for commissions from a Broker other than as identified herein.
6. Saving Clause. Except as expressly amended hereby and except as certain provisions of the Lease shall have expired or shall be of no further force and effect pursuant to their own terms, the Lease and all of the terms, covenants, provisions and conditions in the Lease are hereby reaffirmed and shall remain and continue in full force and effect.
7. Modifications. This Amendment may not be modified or terminated orally and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed the day and year first above written.


Witness:
in the presence of



LESSOR: Galaxy Corporate Center, LLC

By: Galaxy Development Limited Partnership, Its
Sole Member

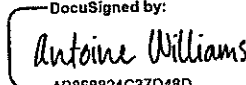
By: Galaxy Development Corporation, an Ohio
corporation, its General Partner

By: 
_____ Norman Adler, President

Witness:



Lessee: Green Inspiration Academy

By: 
_____ AB868824C37D48D...

STATE OF Ohio)
)
) SS:
COUNTY OF Cuyahoga)

Before me, a Notary Public in and for said County and State appeared Galaxy Corporate Center, LLC by Galaxy Development Limited Partnership, its Sole member, by Galaxy Development Corporation, its General Partner by Norman Adler its President, who acknowledged that he did sign the foregoing instrument as a president, and that the same is his free act and deed as such president of the general partner and the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 13th day of May, 2021.

Amy Adler Becker
Notary Public

AMY ADLER BECKER, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.



STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)

- via zoom meeting

Before me, a Notary Public in and for said County and State, personally appeared ANTOINE WILLIAMS the Board's President of Green Inspiration Academy the corporation that executed the within and foregoing instrument, who acknowledged that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said instrument is their free act and deed and as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Warrrensville Hts, Ohio this 13th day of May, 2021.

April Hart
NOTARY PUBLIC

STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)



APRIL HART
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

Lease

BETWEEN

Galaxy Corporate Center LLC ("Lessor")

AND

Green Inspiration Academy ("Lessee")

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Lease

MADE this 24th day of May, 2018 between Galaxy Corporate Center LLC (hereinafter called the "Lessor") and Green Inspiration Academy (hereinafter called the "Lessee").

WITNESSETH

ARTICLE I

GRANT AND TERM

1.1 Premises. In consideration of the rents, covenants and agreements herein contained, the Lessor hereby demises and leases unto the Lessee and the Lessee rents from the Lessor the following described property hereinafter referred to as the "Premises" or "Leased Premises":

Situated in the City of Warrensville Heights, State of Ohio, and consisting of approximately 19,350 square feet of space in Lessor's building located at 4901 Galaxy Parkway Suite A ("Building") as shown outlined on the plot plan of the Building attached hereto, made a part hereof and marked Exhibit "A," and the real property on which the Building is located (collectively the "Property").

1.2 Use of Common Areas. During the Term of this Lease, Lessee shall have a nonexclusive license and right to use the sidewalks, driveways and truck loading areas on the Property reasonably necessary for Lessee's use and occupancy of the Premises. Such use shall be jointly with Lessor and other Lessees of the Property, subject to such reasonable rules and regulations as Lessor may from time to time establish, and shall be limited to the purposes for which such areas are intended. During the Term of this Lease, Lessee shall also have a license to use unassigned parking spaces on the Property on a nonexclusive basis. Lessor reserves the right to alter or vary such common areas from time to time as long as the total facilities available for Lessee's use are not substantially reduced. Lessee agrees not to obstruct or unnecessarily interfere with the use of common ways by Lessor or others and to keep all such areas free and clear of rubbish, litter and debris resulting from Lessee's operation. Notwithstanding the foregoing, Lessee shall be permitted exclusive use of Lessee's fenced in outside play area. Such outside fenced in play area shall be in the area designated by Lessor on the site plan attached hereto and made a part hereof as Exhibit B. Lessee shall be responsible for the repair and maintenance of such fence and fenced in area. In addition, such fenced in play area shall comply with all City of Warrensville codes and shall not affect ingress or egress to the Leased Premises (for example individuals must be able to exit and enter the building and the fenced in area in the case of an emergency). Lessee shall notify Lessor if Lessee chooses not the lease the fenced in play area.

1.3 Term.

The Term of this Lease ("Term") shall commence on July 1, 2018 and shall continue until midnight on June 30, 2021 unless this Lease is sooner terminated under any other provision of this Lease.

ARTICLE II

RENT-SECURITY DEPOSIT

2.1 Minimum Rent. Lessee covenants and agrees with Lessor to pay as minimum rent during the Term the following amounts during the following time periods:

July 1, 2018 – June 30, 2019: 19,350 sq. ft. \$12,000.00/month; \$144,000.00/annum.

July 1, 2019– June 30, 2020: 19,350 sq. ft.; \$13,00.00/month; \$ 156,000.00/annum

July 1, 2020–June 30, 2021: 19,350 sq. ft.; \$13,500.00/month; \$162,000.00/annum.

Contingency: Notwithstanding the foregoing, in the event Tenant has an enrollment of at least 200 students for year two (2) as verified by the State Enrollment Report then Minimum Rent for Years 2 and Year 3 shall be \$14,000/month.

Each installment of rent shall be due and payable in advance, without set-off or deduction, on the first day of the month for which it is due and shall be deemed late if not received by the end of business on the fifteenth day of the month for which it is due. If the Term of this Lease does not begin on the first day of the month, the rent for the partial month shall be prorated on a daily basis, based on a 30-day calendar month. In addition to and not in lieu of any other rights available to Lessor, Lessee shall pay a "late charge" in the sum of Ten Dollars (\$ 10.00) per day or one and one-half percent (1-1/2%) per month or fraction thereof, whichever is greater, on each overdue installment of rent or other charges payable by Lessee until paid. The first month's rent along with the security deposit set forth below shall be payable concurrently with the Lease execution. Notwithstanding the foregoing, Lessee shall pay July Rent in the month of October along with October Rent. As such, August Rent (\$12,000.00) shall be paid in August; September Rent (\$12,000.00) shall be paid in September and in October both July and October Rent shall be paid (\$24,000.)

2.2 Rent Tax. Any sales, gross income, rental or other duly imposed tax which is measured by or imposed upon the rent and other charges herein provided to be paid to Lessor shall be borne by Lessee, except that Lessee shall not thereby be required to pay any inheritance, franchise, income, personal property or similar taxes levied on the business or operation of Lessor.

2.3 Utilities. Lessee covenants and agrees with Lessor to pay for, as and when due, all electric current, gas and water furnished to the Premises during the Term, including sewer, sewer taxes, rentals and surcharges, at the rates of the utility company or municipality supplying the service and according to the readings of the meters measuring the quantity furnished. Such payments shall be made directly to the supplying utility company or municipality, except that Lessor shall have the right to submeter water and prorate sewer based on water usage. There shall be no additional charge to Lessee for Lessor's submeter reading. Lessee shall pay Lessor within ten (10) days after receipt of statement at the rate Lessee would be required to pay if it purchased the same amount of such service in the same period from the utility company or municipality supplying Lessor. If a submeter fails for any period, payments shall be made in the same manner, but based on estimated use reflecting Lessee's consumption at time of failure. Lessee shall put utilities in Lessee's name July 1, 2018 unless Lessee commences work in the Premises prior to July 1, 2018. If Lessee commences work in the Premises prior to July 1, 2018, Lessor shall prorate the utilities for the month of June and bill them back to Lessee.

2.4 Security Deposit. On or before July 15, 2018, Lessee shall deposit with Lessor and thereafter, during the continuance of this Lease, shall maintain on deposit with Lessor, the sum of Twelve Thousand Dollars and 00/100ths (\$12,000.00) as security for the full, prompt and faithful performance by Lessee of all its obligations hereunder. Lessor may, at its option apply said sum or any part thereof toward the cost of curing any default on the part of Lessee, in which event Lessee agrees to restore said deposit to its original amount within ten (10) days after receipt of Lessor's written request to do so. Upon Termination of this Lease and vacation of the Premises, said sum, or the portion thereof remaining unapplied, shall be returned to Lessee. No interest shall be payable to Lessee on account of such security deposit.

2.5 INTENTIONALLY OMITTED

2.6 INTENTIONALLY OMITTED

ARTICLE III POSSESSION, USE AND SURRENDER OF PREMISES

3.1 Possession and Surrender. Lessee shall take possession of the Premises in the condition in which it is at the beginning of the Term, shall not permit it to be vacant during the Term except for such normal vacancy due to school days off, and at the end of the Term shall deliver all keys to Lessor and leave the Premises broom clean and in as good a condition as when received by Lessee or in which they may be put by Lessee, except for reasonable wear and tear, or damage arising from default or negligence of Lessor, or from causes covered by standard policies of fire and extended coverage insurance. Any merchandise, material or waste left in the Premises or adjacent interior or exterior areas by Lessee after the end of the Term may be removed by Lessor without liability and without notice to Lessee, and Lessee agrees to reimburse Lessor for the cost of such removal. Lessee shall not change, add or remove any locks on or to the Premises without Lessor's prior written consent.

3.2 Use of Premises. The Premises may be occupied and used solely for a Charter School, and for no other purpose, without the express written consent of Lessor. Lessee shall use and occupy the Premises and common areas in a safe and careful manner conforming to good housekeeping practices in Lessee's trade or industry and to reasonable recommendations of Lessor's fire insurance underwriters, and without permitting or committing any waste or exceeding floor load capacities. Lessee shall comply with and obey all laws, ordinances, rules, regulations, requirements and orders of all governmental bodies or authorities respecting its use of the Premises. Lessee agrees not to use the Premises in any manner deemed hazardous because of fire risk or otherwise, not to permit any hazardous material, substance, waste or pollutant as defined in any applicable local, state or federal laws, ordinances, rules and regulations ("Hazardous Material"), and unless Lessor shall first consent in writing, not to use the Premises for any purposes other than hereinbefore stated. Without limiting the generality of the foregoing, Lessee agrees, at Lessee's sole cost and expense, to install and maintain fire extinguishers in the Premises of such type, in such number and at such locations as, from time to time, are recommended by Lessor's fire insurance underwriters or required by law, whichever shall have the more stringent requirement. If anything done, omitted to be done or suffered by Lessee to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on the Property of which the Leased Premises are a part to be increased beyond the minimum rate from time to time applicable to the Premises or to such Property, then, without limiting the remedies otherwise available to Lessor, Lessee will pay, as additional rent, the full amount of any such increase upon Lessor's demand. If any of Lessee's operations produce gases, vapors, odors, smoke, residuary material, noise or vibrations disturbing to Lessor or the Lessee's of Lessor's property, Lessee will, on Lessor's written request, forthwith cease such operation or install ventilating or other apparatus to eliminate such disturbances. If Lessee installs equipment, which unbalances or overloads electric equipment or wiring in or about the Premises, it shall correct such unbalanced or overloaded condition and replace equipment or wiring thereby damaged at its own expense. Lessee shall not use salt or any other potentially corrosive substance on the sidewalk or parking areas in, on or about the Premises. If Lessee deposits grease or other substances on floors or in sewers or drains serving the Premises, then Lessee shall have such floors, sewers and drains cleaned at its expense as often as Lessor considers necessary for their continuous and unrestricted operation. Lessee shall not allow Hazardous Material or hazardous or toxic waste and/or substances (as defined under any applicable law) to be placed or kept within the Leased Premises or Lessor's Buildings or disposed of through the sewers which serve the Leased Premises or in any other manner, unless otherwise approved in advance in writing by Lessor.

3.3 Hazardous Material. Lessee and each of its successors and assigns shall use and operate the Premises, respectively, at all times during the term hereof, under and in compliance with the laws of the state where the Premises is located and in compliance with all applicable Environmental Legal Requirements. "Environmental Legal Requirements" shall mean any applicable law relating to public health, safety or the environment, including without limitation, relating to releases, discharges or emissions to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use and handling of polychlorinated biphenyls ("PCB's") or asbestos, or asbestos containing products, to the disposal, treatment, storage or management of solid or other hazardous or harmful wastes or to exposure to toxic, hazardous or other harmful materials, to the handling, transportation, discharge or release of gaseous or liquid substance and any regulation or final order or directive issues pursuant to such statute or ordinance, in each case applicable to the Premises or its operation, construction or modification, including without limitation the following: the Clean Air Act, the Federal Water Pollution Control Act ("FWPCA"), the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Solid and Hazardous Waste Amendments of 1984 ("RCRA"), the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, the Solid Waste Disposal Act, and any state statutes addressing similar matters, and any state statute providing for financial responsibility for clean-up or other actions with respect to the release or threatened release of any of the above-referenced substances. If the presence of Hazardous Material on the Premises caused or permitted by Lessee results in contamination, or if contamination by Hazardous Material otherwise occurs, then Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation, damages for the loss or restriction on use of the Premises at the rate of one hundred twenty-five percent (125%) of the last monthly rent, and all expenses incurred in connection with any investigation of site conditions or any clean-up, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the land, Property, Buildings or Premises. If Lessee breaches the covenants set forth in this Section, Lessee shall indemnify and save Lessor harmless from and against any clean-up costs, remedial or restoration work, claims, judgments, damages, penalties, fines, costs, liabilities or losses, including,

without limitation, diminution in value of the Leased Premises, Building, or Property, damages for the loss or restriction on use of space in Lessor's Building, damages due to adverse impact on marketing of space in the Lessor's Building, and attorneys, consultant and expert fees, which arise during or after the Term of this Lease, arising out of or in connection with any Hazardous Material, hazardous wastes or hazardous toxic substances brought to or disposed of in the Leased Premises, Building or the Property, by Lessee, its agents, employees or contractors. Lessee's obligations under this paragraph shall survive the expiration or other termination of the Lease.

3.4 Americans With Disabilities Act. Lessee shall at all times keep the Premises in compliance with the Americans With Disabilities Act and its supporting regulations, and all similar federal, state or local laws, regulations and ordinances ("ADA"). If Lessor's consent would be required for alterations to bring the Premises into compliance, Lessor agrees not to unreasonably withhold its consent. Lessee shall indemnify and hold harmless Lessor from all loss, claims, suits, actions, and liability relating to the ADA that is the result of the use of the Premises by Lessee, its employees, agents, guests or invitees.

3.5 Signs. Lessee agrees to abide by and conform to Lessor's sign criteria and regulations which shall be in compliance with the City of Warrensville codes. Lessee shall not place signs on the exterior of the Premises or Building without Lessor's prior written consent. A sign advertising Lessee's business or products which conforms to Lessor's standard sign regulations for the Building containing the Premises may be installed at Lessee's sole cost and expense, provided that Lessee agrees to maintain such sign in good order and repair, to remove such sign when necessary to permit building repairs, and in any case not later than the end of the Term, and to repair, at Lessee's own expense, any damage to the Premises or Building caused by the removal of such sign. No signs shall be erected or painted on the exterior of the Premises. Lessee shall be permitted to have a half panel on the monument sign on Miles Road, a panel on the Galaxy Parkway 4901 kiosk sign and a sign over Lessee's main entrance door. Each sign shall be ordered through Lessor and shall be consistent with all other signage in the development. Such signage shall be at Lessee's sole cost and expense.

3.6 Surrender of Premises. Lessee shall deliver and surrender to Lessor possession of the Premises, including all leasehold improvements (and all replacements thereof) and all fixtures permanently attached to the Premises during the Term, upon the expiration of the Term or the Termination of this Lease in any other way, broom clean and in as good condition and repair (ordinary wear and tear and insured casualty excepted) as existed on the Commencement Date; provided, however, that upon Lessor's request, Lessee shall remove all improvements and alterations made by Lessee and all fixtures and equipment affixed to the Premises by Lessee, and restore the Premises to the condition required hereby at Lessee's sole expense. Furthermore, Lessee shall be required to remove all data wiring and phone wiring per city code. Such removal shall be performed prior to the earlier of the end of the Term or the date Lessee is required to vacate the Premises.

ARTICLE IV CONDITION AND MAINTENANCE OF THE PREMISES

4.1 Condition of the Premises. Lessor makes no representations or warranties to Lessee, and Lessee agrees to take the Premises "as is".

4.2 Maintenance by Lessor. Lessor shall maintain, the exterior common areas of the property, exterior walls, excepting any doors or windows therein, and any structural portions of the Leased Premises, making any repairs thereto becoming necessary during the Term, and replacement of the roof, unless occasioned by any act or negligence of Lessee, its agents or employees, in which event such damage shall be promptly repaired at Lessee's sole cost and expense. Lessor shall provide snow removal and maintain the parking lot in good condition, order and repair, except in the fenced in play area in the back of the Premises. .

4.3 Maintenance by Lessee. Lessee covenants and agrees to keep and maintain the Premises in a first-class condition, order and repair, and, except as provided in Sections 4.2 and 4.5, to promptly make all maintenance, cleaning, repairs or replacements becoming necessary during the Term including, but without limitation, periodic cleaning and repair or replacement of windows, doors, and glass, which shall be replaced with glass of the same size and quality, electrical, plumbing and sewage lines and fixtures within the Premises, and all heating, air conditioning and ventilating equipment and ducts and vents attached thereto, including any of such equipment which may, with Lessor's consent, be mounted on the roof of the Premises; all interior walls, floor covering, blinds and ceilings and all docks, fire extinguishers and building appliances of every kind.

Lessee shall make no alterations in or to the Premises nor shall Lessee cause or permit any equipment or apparatus to be installed or put upon or through the roof, walls, or floors of the Premises without, in each case, Lessor's prior written consent. Lessee shall at all times maintain sufficient heat in the Premises to prevent freezing of sprinkler lines, if any, and water lines. If Lessee is permitted to install or move partitions or walls in the Premises, Lessee shall also make, at its own expense but subject to Lessor's approval, all additions to or changes in location of heating, plumbing, sprinkler or electrical equipment in the Premises made necessary by those installations. Lessee shall be responsible for janitorial and rubbish removal in the Premises and around the Premises (i.e. the fenced in play area and sidewalks surrounding the Premises). Lessee shall maintain in force and effect at all times a maintenance contract for the heating, ventilation and air conditioning equipment acceptable in form and content to Lessor with Brennan Heating and Cooling, Lessor's contractor for the property. Such maintenance contract shall consist of at a minimum, semi annual inspections. In the event Lessor shall perform repairs at Lessee's request, Lessee shall reimburse Lessor at cost plus 15%.

4.4 Lessor's Right to Access. Lessee covenants and agrees to permit Lessor or its duly authorized agents to enter the Premises at all reasonable or necessary times to examine their condition or to make repairs, alterations or additions Lessor is required to make under this Lease, or that become necessary in the operation of Lessor's Property. Lessor shall have the right to show the Premises to prospective purchasers, lenders, insurers or others at all reasonable times during the Term, to prospective Lessees at all reasonable times during the last six (6) months of the Term, and to maintain a "for sale" or "for rent" sign on the exterior thereof during the same period(s), which sign shall not be removed or obscured by Lessee. Lessor agrees to follow Lessee's security measures when Lessor needs to enter the Premises.

4.5 Casualty Damage.

a. If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date the repair work is commenced (as determined by Lessor, in its reasonable discretion), Lessor shall notify Lessee within ninety (90) days after the happening of such destruction or injury whether Lessor will repair or rebuild. If Lessor elects not to repair or rebuild, this Lease shall be terminated. If Lessor elects to repair, then Lessee shall not be entitled to surrender possession of the Premises nor, except as provided in the last sentence of this Section 4.5(a), shall Lessee's liability to pay rent under this Lease cease without mutual consent of the parties hereto; and Lessor shall repair the damage or injury with all reasonable speed once Lessor receives the insurance proceeds paid on account of such damage or destruction. If during such period Lessee shall be deprived of the use of all or any portion of the Premises, a proportionate allowance shall be made to Lessee from the Minimum Rent and the proportionate share of operating expenses corresponding to the time during which and to the portion of the Premises of which Lessee shall be also deprived.

b. If such destruction or injury cannot reasonable be repaired within one hundred and eighty (180) days from the date the repair work commences (as determined by Lessor, in its sole discretion), Lessor shall notify Lessee within ninety (90) days after the happening of such destruction or injury whether Lessor will repair or rebuild. If Lessor elects not to repair or rebuild, this Lease shall be Terminated without further liability to either party. If Lessor shall elect to repair or rebuild, Lessor shall specify the time within which such repairs or reconstruction will be completed and Lessee shall have the right, within fifteen (15) days after the receipt of such notice, to Terminate this Lease and any further liability hereunder. In the event Lessee does not elect to Terminate this Lease, Lessor shall restore the Premises to the same condition as originally delivered to Lessee within the time specified in such notice, and Lessee's obligation to pay rent shall be abated to the extent provided in Section 4.5(a).

c. In addition to all rights to cancel or Terminate this Lease given to the parties in Sections 4.5(a) and (b) hereof, if the Premises and/or the Building are destroyed or damaged during the last year of the Term to the extent of fifty percent (50%) or more of the then value of the Premises and /or the Building, then Lessor shall have the right to cancel and Terminate this Lease as of the date of such damage or destruction by giving notice thereof to Lessee within thirty (30) days after the date of said damage or destruction. If in any case Lessor elects or is required to restore the Premises and promptly commences and thereafter diligently pursues such restoration, this Lease shall not Terminate, notwithstanding that the actual time required for such repairs or restoration may exceed that contemplated by the parties, but Lessee shall, however, be entitled to a temporary reduction in rent corresponding to the time during which that portion of the Premises of which Lessee is deprived of possession on account of such damage or destruction or the repair or

restoration thereof undertaken by Lessor, unless Lessee, directly or indirectly, caused such damage or destruction, in which event there shall be no rental abatement whatsoever.

d. Notwithstanding anything to the contrary contained in Section 4.5(a), (b) or (c) hereof, Lessor may cancel this Lease with not further liability to Lessee if, following destruction or injury to the Premises, any Mortgagee elects to require Lessor to apply any insurance proceeds paid to Lessor as a result of the casualty to reduce any debt secured by Lessor's Property or any part thereof.

4.6 Performance by Lessor for Lessee. If Lessee fails to observe or perform any of its covenants or agreements under this Lease, then Lessor may, but shall not be required to, after reasonable notice to Lessee, perform the same for Lessee, in which event Lessee shall reimburse Lessor upon demand for the cost of such performance.

4.7 Alterations and Improvements. Requirements for Alterations/Improvements Performed By Lessee:

In the event Lessee shall make any improvements to the Premises ("Improvements") the following items must be complied with by Lessee:

(a) Any and all improvements ("Improvements") shall be performed by Lessee (i) at its sole cost and expense, (ii) in accordance with plans and specifications approved in advance by Lessor in writing, which approval shall not be unreasonably withheld or delayed, except if such improvements will affect the structure or exterior appearance of the Premises or the Building in which instance such approval shall be in Lessor's sole discretion, (iii) in full compliance with all applicable laws, ordinances, rules and regulations of any governmental or quasi-governmental authority having jurisdiction there over, (iv) in a good and workmanlike manner, (v) in such a manner as to insure the least possible interference with all aspects of the operation of the Building and Project, including cooperating fully with Lessor's requests regarding such items as the location of construction equipment and the times and manner in which construction will be performed, and (vi) in a prompt and diligent manner. Lessor will provide their building architect to Lessee for the purpose of creating and submitting all necessary architectural drawing for this project. Lessee will be responsible for the costs related to such drawings.

(b) Prior to commencing the Improvements, Lessee shall obtain and furnish to Lessor, at Lessee's sole cost and expense:

- (i) All government permits, licenses, authorizations, approvals and certificates which may be required in connection with the Improvements;
- (ii) A certificate evidencing comprehensive general liability insurance in an amount not less than \$1,000,000.00 for bodily injury and not less than \$1,000,000.00 for property damage, such insurance to include operations premises liability, independent contractor's coverage, contractual liability (designating the indemnity provisions of the construction agreements) and automobile liability (owned and non-owned), naming Lessor as an additional insured. Such insurance shall be placed with solvent and responsible insurance companies reasonably satisfactory to Lessor and licensed to do business in the State in which the Building is located and the policies thereof shall provide that they may not be cancelled or modified without thirty (30) days prior written notice to Lessor;
- (iii) A certificate evidencing that Lessee (or Lessee's contractors) has (have) procured worker's compensation insurance covering all persons employed in connection with Lessee's Improvements who might assert claims for death or bodily injury against Lessor;
- (iv) If any consent to Lessee's Improvements under the provision of a casualty, liability or other insurance or insurance policies covering the Premises or any part thereof by the insurance company or companies issuing such policy or policies shall be required to continue to keep such policy or policies in full force and effect, Lessee shall obtain such consents and pay any additional premiums or charges therefor that may be imposed by said insurance company or companies.

- (v) Lessee's contractor shall provide Lessor with the scope of work, if any, to be performed on the roof. In the event the scope of work is not satisfactory to Lessor's roof contractor, such scope shall be modified to Lessor's satisfaction, at Lessee's sole cost and expense.

(c) Lessee shall indemnify and hold Lessor harmless from and against all damages, liabilities, claims or actions brought by any party which may result by reason of or in connection with the Improvements. Lessee further agrees that it shall be responsible for any repairs on or about the Premises which become necessary as a result of such Improvements and, that, at the completion of the Improvements, the Building will have been maintained in accordance with the provisions set forth herein. This provision shall not in any way be affected by the absence of any covering insurance and shall survive the completion of the Improvements.

(d) Lessee, at its sole cost and expense, while constructing the Improvements, shall take good care of the Premises and those portions of the Building and Project affected by the Improvements, including without limiting the generality of the foregoing, the Building, the roof and appurtenances thereto, all sidewalks, curbs and pavement in front of or adjacent to the Premises, water, sewer and gas connections, pipes and mains, and all other fixtures, machinery and equipment, and shall guarantee that those portions of the Building and Project affected by the Improvements are in as good and safe order and condition at the completion of construction of the Improvements as it is on the date hereof and Lessee, while constructing Lessee's Improvements, shall make all repairs therein and thereon, interior and exterior, structural and nonstructural, ordinary and extraordinary, and unforeseen and foreseen, necessary to keep the same in such good and safe order and condition, however the necessity or desirability therefor may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. Lessee shall not commit or suffer, and shall use all reasonable precaution to prevent waste, damage or injury to the Premises and the Building and Project of which the Premises forms a part. When used in this Paragraph, the term "repairs" shall include all necessary replacements, renewals, alterations and additions.

(e) If, in connection with Lessee's construction of its Improvements, because of any act or omission (or alleged act or omission) of Lessee, its employees or agents, any mechanic's or other lien, charge or order for payment of money or other encumbrance shall be filed against Lessor or any portion of the Premises or Building (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Lessor shall, at its own expense, cause same to be discharged of record or bonded within thirty (30) days after the filing thereof; and Lessee shall indemnify and save Lessor harmless against and from all costs, liabilities, suits, penalties, claims and demands, including without limitation, counsel fees, resulting therefrom. If Lessee fails to comply with the foregoing provisions, Lessor shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Lessee agrees to reimburse Lessor for all costs, expenses and other sums of money in connection therewith immediately upon demand.

(f) Promptly after the completion of the Improvements, Lessee shall, at its own cost and expense, apply for, obtain and furnish Lessor with copies of any final permits, authorizations, licenses, approvals, certificates and waivers of lien which may be required for all work performed in connection with the Improvements.

(g) In the event Lessee's contractor shall need Lessor's employees for any work related to the Improvements to the Premises, such costs associated therewith shall be billed by Lessor to Lessee.

Lessee shall be required to use Lessor's sprinkler contractor and fire alarm contractor for any and all sprinkler and fire alarm work performed in the Premises.

Upon completion of work Lessee shall provide Lessor with (i) evidence, reasonably acceptable to Lessor, that the Improvements were properly performed, (ii) evidence of payment and final lien waivers therefor; (iii) Lessee's submission to Lessor of a set of as-built plans depicting how the warehouse area was actually constructed; and (v) Lessee's receipt and submission to Lessor of all necessary final permits and any other documentation that Lessor may reasonably require in connection with said Improvements., included copies of all warranties for such work.

4.8 Liens If, because of any act or omission of Lessee or anyone claiming by, through, or under Lessee, any mechanic's or other lien or order for the payment of money shall be filed against the Premises or the Building or the Property of which the Premises are a part, or against Lessor (whether or not such lien or order is valid or enforceable as such), Lessee shall, at its own cost and

expense, cause the same to be canceled and discharged of record within thirty (30) days after the date of filing thereof and shall also indemnify and save harmless Lessor from and against any and all costs, expenses, claims, losses or damages, including reasonable counsel fees, resulting therefrom or by reason thereof.

ARTICLE V INSURANCE AND LIABILITY

5.1 Indemnification and Insurance. Lessee covenants and agrees to indemnify and save Lessor free and harmless from and against any damage, loss or liability for injury to or death of persons and/or loss or damage to property, not compensated for by Lessor's insurance, occasioned by, growing out of, or arising or resulting from Lessee's default hereunder or from any act or omission of Lessee, its agents, employees or invitees. Lessee shall at all times during the Term, and at its own expense, carry commercial general liability insurance with a minimum of One Million Dollars (\$1,000,000.00) personal injury to, or the death of one or more persons, and One Million Dollars (\$1,000,000.00) property damage limits, with Lessor and if requested by Lessor, any mortgagee of Lessor, named as additional insured's, and providing that the same shall not be modified, canceled or Terminated without at least fifteen (15) days prior written notice to Lessor. Lessee agrees that such policy, or if Lessor agrees in writing thereto, a certificate thereof, shall be deposited with Lessor prior to the Commencement Date and kept current at all times during the Term.

5.2 Lessor's Non-Liability. Lessor shall have no responsibility for the care or safety of merchandise or other property kept in or about the Premises by Lessee, and shall not be liable for any theft or damage caused directly or indirectly by acts or omissions of other Lessees of Lessor's Property, by trespassers, or by water or steam leaking, escaping or bursting from any sprinkler equipment, water, steam or other pipes, washstands, tanks, water closets or sewers in, above, under, upon or about the Premises, or by water, snow or ice being upon or coming through the roof, skylights, windows, trapdoors or otherwise.

5.3 Mutual Waiver of Subrogation. To the extent they may do so without invalidating their respective policies of insurance, Lessor and Lessee each agree to and hereby do waive all rights of recovery and causes of action against the other for damage to property caused by any of the perils covered by any of their respective policies of insurance as now or hereafter in force, notwithstanding that any such damage or destruction may be due to the negligence of either party, or persons claiming under or through them.

5.4 Limited Liability of Lessor. If Lessor shall fail to perform any covenant, Term or condition of this Lease upon Lessor's part to be performed, or if Lessor shall be liable to Lessee in any way arising out of this Lease or Lessee's occupancy of the Premises, and, as a consequence, Lessee shall recover a monetary judgment against Lessor, which Lessor fails to pay, then and in any such event such judgment shall be satisfied only out of the proceeds of the sale received upon execution of such judgment and levy thereon against the right, title and interest of Lessor in the Property of which the Leased Premises are a part as the same may then be encumbered and neither Lessor, its members, managers, officers or directors, nor if Lessor is a trust, Lessor's trustee or any beneficiary thereof nor, if Lessor is a partnership, any partner of Lessor, whether general or limited, shall have any personal liability or responsibility hereunder whatsoever. In the event of a sale of the Premises, or of the Property in which they are contained during the Term, and an assumption by the purchaser of the Lessor's obligations hereunder, Lessor shall be immediately and automatically released from further liability under this Lease.

ARTICLE VI EMINENT DOMAIN

6.1 Eminent Domain. Appropriation of all the Leased Premises shall Terminate this Lease as of the date thereof. If part, but not all of the Leased Premises shall be appropriated, and loss of the part appropriated would have a significant detrimental effect on Lessee's use of the Premises or if the part appropriated includes twenty percent (20%) or more of the common area subject to this Lease, then Lessee and Lessor shall each have the right to cancel this Lease by written notice to the other given within fifteen (15) days after such appropriation. Lessee shall vacate the Premises within a reasonable period, not exceeding ninety (90) days after giving of such notice and upon its vacation, this Lease shall Terminate. If Lessee or Lessor do not exercise its cancellation right, Lessor, shall at the latter of (i) the expiration of the fifteen (15) day period, or (ii) upon receipt of the proceeds from the condemning authority, proceed with all reasonable dispatch to repair any damage to the Premises caused by the appropriation and Lessee shall be entitled to a

reasonable adjustment in the rent accruing hereunder from the date of appropriation, proportionate to that part of the Premises taken.

Lessee shall not be entitled to any part of an award or settlement of damages representing the value of land and building appropriated, or any estate therein, or damage to the residue of the Leased Premises or other Property of Lessor, it being agreed that as between Lessor and Lessee any such award shall be the sole property of Lessor. However, in any condemnation proceeding, Lessee may claim and receive compensation from the condemning authority for damage to its fixtures and for the cost of removal and damage by reason thereof. No appropriation of part or all of the Leased Premises, or cancellation of this Lease pursuant to this paragraph shall be deemed an eviction of Lessee, or a breach of any covenant of Lessor hereunder.

For purposes of this paragraph, the Terms "appropriation" or "appropriated" shall mean a taking in condemnation proceedings by right of eminent domain, or a conveyance by Lessor to a public or quasi-public authority under threat of condemnation, and the date of appropriation shall be the date on which any such event occurs. Where a rent adjustment is provided for in this paragraph, the amount of the reduction shall be determined by agreement between Lessor and Lessee, or if they are unable to agree within thirty (30) days after appropriation, shall be determined by an arbitrator appointed under Section 2711.04, Revised Code of Ohio, as then in effect. The decision of such arbitrator shall be binding on the parties and the expense of arbitration shall be borne by them equally.

ARTICLE VII DEFAULT BY LESSEE

7.1 Default by Lessee. If Lessee shall at any time be in default in the payment of rent or other charges or in the performance of any of its agreements hereunder, and if such default relates to the payment of money, shall fail to remedy it within five (5) days after the due date thereof, or if the default relates to matters other than the payment of money, fails to commence to remedy it within ten (10) days after notice thereof, and thereafter diligently to pursue correction thereof, or if Lessee abandons the Premises or permits the Premises to remain vacant for three (3) days or more, or if a receiver of any property of Lessee on the Premises be appointed, or Lessee's interest in the Premises is levied upon by legal process, or Lessee be adjudged bankrupt, and Lessee fails within ten (10) days to commence, and thereafter diligently to pursue proceedings for the vacation of such appointment, levy, or adjudication, or if Lessee shall dispose of all or substantially all of its assets in bulk, or make an assignment for the benefit of its creditors, or sub-let the Premises without Lessor's consent, then, and in any such instance, without further notice to Lessee, Lessor may enter upon the Premises notwithstanding the provisions of this Lease, and in the event of such entry, Lessor may either:

a. Terminate this Lease, in which event the obligations of Lessee hereunder shall cease, without prejudice however to the right of Lessor to recover from Lessee, for rent and other charges due hereunder or otherwise to the date of entry, and in addition, as liquidated damages, a sum equal to the Minimum Rent due for the unexpired portion of the Term discounted at four percent (4%) per annum to present net worth, plus Lessee shall be required to repay Lessor, in full all allowances, concessions, commissions and inducements that Lessor paid pursuant to this Lease, including, without limitation, moving allowances, architectural/engineering fees, improvement allowances and buildout costs, as well as the reasonable estimated expenses of reletting or alteration, including any broker's and attorney's fees. If Lessee be adjudicated a bankrupt, Lessor shall, at Lessor's election, in lieu of such liquidated damages, be allowed a claim in the bankruptcy proceeding for future rent to the extent permitted by bankruptcy laws; or

b. Enter upon the Premises without Terminating this Lease and relet them in its own name for the account of Lessee for the remainder of the Term (and thereafter for its own account) at a commercially reasonable rent then attainable; in Lessors sole judgment, and make such alterations and repairs as may be necessary to effect reletting, and immediately recover from Lessee any deficiency for the balance of the Term between the amount for which the Premises were relet and the rent provided hereunder discounted at four percent (4%) per annum to present net worth plus any expense of reletting or alteration, including any broker's and attorney's fees.

Upon any such entry, Lessor may remove all persons and property from the Premises, and such property may be removed and disposed of without accounting or liability, or stored at a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process (all of which Lessee expressly waives) and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Upon default by Lessee, Lessor shall have a lien for the payment of all sums agreed to be paid by Lessee

hereunder upon all Lessee's property and Lessee agrees to execute and deliver such financing statements as may be required by law to confirm and perfect such lien.

If Lessor furnishes electric current, gas or water to the Premises, and if at any time Lessee fails to pay the rent or other charges within fifteen (15) days after they are due, Lessor may, in addition to the foregoing remedies, cease furnishing such electric current, gas or water. No failure of Lessor to enforce rights or remedies upon default of Lessee shall prejudice or affect the rights of Lessor upon any subsequent or similar default.

7.2 Lessor's Remedies are Cumulative. All remedies available to Lessor under this Lease shall be cumulative and concurrent and shall be in addition to all other remedies available to Lessor at law or in equity. No Termination of this Lease nor any taking or recovering of possession of the Premises by Lessor, nor the exercise of any other rights of Lessor, shall deprive Lessor of any of its rights, remedies or actions against Lessee or relieve Lessee of any liability under this Lease.

ARTICLE VIII MISCELLANEOUS

8.1 Quiet Enjoyment. Lessor covenants and agrees that if Lessee pays the rent and other charges herein provided, and performs all the covenants and agreements herein stipulated to be performed on Lessee's part, Lessee shall, at all times during the Term, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Lessor or any persons lawfully claiming under or through Lessor, except as to any portion of the Premises that may be taken by eminent domain.

8.2 Assignment and Subletting. Lessee shall not, without the prior written consent of Lessor, which shall not be unreasonably withheld, (i) assign, convey, mortgage or hypothecate this Lease or any interest therein; (ii) allow any transfer hereof or any lien upon Lessee's interest by operation of law; (iii) sublet or license the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Lessee or for any purpose other than as provided herein. Any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership or power to vote, on a cumulative basis, of a majority of Lessee's outstanding voting stock shall constitute an assignment for purposes of this Lease. Consent to any such assignment, conveyance or subletting by Lessor shall not operate as a waiver of the necessity for a consent to any subsequent assignment, conveyance or subletting, and the Terms of such consent shall be binding upon any person holding by, under or through Lessee. Any such consent shall not relieve a Lessee from liability hereunder for the payment of rental or performance or observance of any of the Terms and conditions of this Lease. If Lessee requests Lessor's consent to an assignment of this Lease or a sublease of all or any portion of the Premises, then Lessor may, but shall not be required to, elect to treat such request from Lessee as a Termination of this Lease as to the portion of the Premises proposed to be assigned or sublet, and if Lessor so elects to Terminate this Lease as to such portion, Lessor shall notify Lessee in writing and this Lease shall Terminate on the effective date of the proposed sublease or assignment.

8.3 Memorandum of Lease. This Lease shall not be recorded, but upon request of Lessee, Lessor shall execute a short form or memorandum thereof for recording purposes, which shall contain sufficient information to protect the leasehold estate of Lessee.

8.4 Subordination and Estoppel Certificate.
a. Lessee covenants and agrees that all of Lessee's rights hereunder are and shall be subject and subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the Premises or any part thereof, except the Lessee's property or trade fixtures, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions of any first mortgage or first deed of trust (which is hereinafter termed the "mortgage"). Such subordination shall be automatic, without the execution of any further subordination agreement by Lessee. If, however, a written subordination agreement, consistent with this provision, is required by a mortgagee or beneficiary of a deed of trust, Lessee agrees to execute, acknowledge and deliver the same and in the event of failure so to do, Lessor may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney in fact of Lessee, and Lessee hereby irrevocably constitutes Lessor its attorney-in-fact for such purpose.

b. Lessee shall, within ten (10) days of request by Lessor, execute and deliver to such persons as Lessor shall request a statement in recordable form certifying that this Lease is

unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Lessor is not in default hereunder (or if Lessee alleges a default, stating the nature of such alleged default) and further stating such other matters as Lessor or its Mortgagee(s) shall reasonably require. In addition, at the request of Lessor, Lessee and each Guarantor of this Lease shall deliver to Lessor their most recent current and the most recent year end financial statements, certified as being true and correct by an officer of Lessee or the applicable Guarantor as the case may be.

c. The Terms of this Lease are subject to approval by Mortgagee or any other lender(s) of Lessor, and such approval is a condition precedent to Lessor's obligation hereunder.

d. If, at any time during the term of this Lease, the Lessor of the Premises shall be the holder of a leasehold estate covering premises which include the Premises, and if such leasehold shall terminate or be terminated for any reason, or if, at any time during the term of Lease a mortgage or deed of trust to which this Lease is subordinate shall be foreclosed, Lessee agrees at the election and upon demand of any owner of the premises which include the Premises, or of any mortgagee or beneficiary of a deed of trust in possession thereof, or of any holder of a leasehold thereafter affecting premises which include the Premises, or of any purchaser at foreclosure or trustee's sale, to attorn, from time to time, to any such owner, mortgagee, beneficiary, holder or purchaser upon the terms and conditions set forth herein for the remainder of the term demised in this Lease.

The foregoing provisions shall inure to the benefit of any such owner, mortgagee, beneficiary, holder or purchaser and shall apply notwithstanding that this Lease may terminate upon the termination of any such leasehold estate or upon such foreclosure or trustee's sale, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to such provisions. Lessee, however, upon demand of any such owner, mortgagee, beneficiary, holder or purchaser, shall acknowledge such attornment as set forth herein and shall continue as a tenant of the new lessor for the remainder of the term originally demised in this Lease.

8.5 Rules and Regulations. Lessor shall have the right to make from time to time, and Lessee agrees to observe, such reasonable rules and regulations respecting use and occupancy of the Premises and adjacent drives, parking areas, and common areas as Lessor may deem necessary or proper for the preservation, safety, care, cleanliness or operation of Lessor's Property.

8.6 Relation of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, or of joint venture, or of any association whatsoever between Lessor and Lessee, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto, shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

8.7 Holding Over. If Lessee shall remain in possession of all or any part of the Premises after the expiration of the Term of this Lease, or any extension or renewal thereof, then Lessee shall be deemed a lessee of the Premises from month to month unless Lessor has notified Lessee in writing prior to the expiration of the Term hereof that it will consider Lessee's holding over to be on some other basis, in which case the holding over shall be on the Terms thus stated. Any holding over by Lessee shall be upon and subject to all of the Terms and conditions of this Lease except as to the Term of this Lease, and rent for the period of such hold over tenancy shall be at twice the highest rate payable for any portion to the Term.

8.8 No Waiver. No receipt of money by Lessor from Lessee with knowledge by either Lessor or Lessee of a breach of any covenants of this Lease, or after the Termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of said Premises shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit. No consent, waiver or indulgence, express or implied by Lessor to or for any breach of any covenant, condition, or duty of Lessee shall be taken as an estoppel against Lessor or construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty to be observed by Lessee. No failure by Lessor to promptly avail itself of any rights or remedies available to Lessor under this Lease or at law or in equity shall be construed as a waiver of any default by Lessee or a waiver of any rights or remedies of Lessor.

8.9 Force Majeure. In the event that Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Lessee) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay.

8.10 Notices. Wherever in this instrument it shall be required or permitted that notice be given by any party to the other, such notice shall be in writing. Any notice shall be deemed to have been given: (i) if mailed, no later than five (5) business days after the date the same is deposited as certified or registered mail in the United States mail, postage prepaid, return receipt requested; or (ii) if sent by overnight courier, one (1) business day after the same is deposited, delivery charges prepaid and specifying overnight delivery, with a reputable, nationally recognized courier service which guarantees overnight delivery. Notices shall be addressed to the following at:

Lessor at:

Galaxy Corporate Center LLC
C/O N and A Management Company LLC.
24700 Chagrin Blvd. Suite 303
Beachwood, Ohio 44122

to the Lessee at:

Green Inspiration Academy
4901 Galaxy Parkway Suite A
Warrensville Height Ohio 44128

With a copy to:

April Hart
3311 Oak Knoll Drive
Pepper Pike, Ohio 44124

and to the Mortgagee:

Thrivent Financial For Lutherans
625 Fourth Avenue South
Minneapolis, Minnesota 55415
Attention: Real Estate Investments

8.11 Relocation. INTENTIONALLY OMITTED

8.12 Free Standing Playground. In the event Lessee chooses to use the playground located as set forth below, then Lessor and Lessee will enter into a letter agreement for Lessee to lease from Richmond Road Development Company LLC. ("Richmond Road Lessor") an area measuring approximately 60 feet x 80 feet located in the rear of Parcel 763-28-017, 4914 Richmond Road, Warrensville Heights, Ohio 44128 ("Vacant Parcel") as outlined on Exhibit C attached hereto and made a part hereof, as a fence enclosed playground ("Playground") for the sole use of ("Lessee"). Such Playground lease shall be on a temporary basis and shall be set forth in a separate agreement between Lessee and Richmond Road Lessor.

8.13 Option to Renew. Provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the option, exercisable only upon one hundred and eighty (180) days prior written notice, delivered to Lessor via certified mail, return receipt requested to extend the term of this Lease for an additional three (3) year period to commence on July 1, 2021 and expire on June 30, 2024 (hereinafter the "Option Period"). Should Lessee elect to exercise such option to extend the term for the Option Period, as hereinabove set forth, then all terms and conditions of this Lease shall remain the same except that during such Option Period the Minimum Rent due under this Lease shall be the greater of (i) the then current market rent for space of similar size and location at Galaxy Corporate Center ("Project") as of the date of Lessor's receipt of Lessee's written notice or (ii) the per square foot per annum Minimum Rent payable during the last

year of the Lease Term increased by \$.25 per year on each anniversary of the commencement of the Option Period.

ARTICLE IX
SPECIAL PROVISIONS

9.1 Lessor's Work. Lessee shall accept the Premises in "as is" condition. In the event Lessee chooses to have Improvements done to the Premises, Lessee shall provide N and A Management Company with the opportunity to bid the Improvements.

9.2 Pre-Term Occupancy. In the event Lessee occupies the Premises prior to July 1, 2018, such possession by Lessee shall be upon all of the Terms and conditions of this Lease except that rent shall commence as set forth in Paragraph 2.1 herein. Lessee further agrees to pay all utility charges for such Pre-Term Occupancy.

9.3 Contain All Rubbish. All rubbish, trash or debris generated by Lessee shall be contained within the Leased Premises and in the dumpster provided by Lessee in a location designated by Lessor. No such material shall at any time be stored or kept outside the Premises unless contained in the dumpster. Lessee shall be responsible for its own rubbish removal.

9.4 Broker. Lessee warrants and represents that the only real estate broker or finder who had shown the Premises to Lessee or initiated this Lease is Amy Becker. Brokers fees to the broker identified herein shall be paid by Lessor. Lessee shall indemnify, defend and hold harmless Lessor

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from any claim, suit or expense arising from a claim for commissions from a Broker other than as identified herein.

9.5 Contingent Upon Existing Lease between The Haley School and Lessor being Terminated: Lessee understands that the current tenant, The Haley School, is vacating the Premises on or before June 15, 2018 and as such this lease shall be contingent upon such lease The being terminated by Lessor.

9.6 Parties and General Definitions. This Lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties; provided, however, that no assignment by, from, through, or under Lessee in violation of any of the provisions hereof, shall vest in the assignee any right, title, or interest whatever. Neuter pronouns shall be read as masculine or feminine, and words in the singular person as plural, if the nature or number of the parties require. The word "Term" when used to refer to the period for which the Premises are let and leased, shall be read as including the original Term, and any renewal or extension thereof including any period of holding over. The Term "Premises" and "Leased Premises" shall be read as referring to that portion of the land and building(s) demised and let hereunder. Paragraph captions are for convenience only, and their presence or absence shall not be considered in the interpretation of this Lease.

IN WITNESS WHEREOF, this instrument has been executed by Lessor and Lessee as of the day and year first above written.

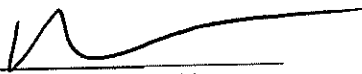
LESSOR: Galaxy Corporate Center LLC

Signed and acknowledged

By: Galaxy Development Limited Partnership, its Sole Member

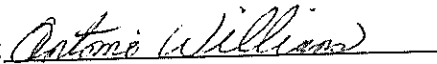
in the presence of

By: Galaxy Development Corporation, an Ohio corporation, its General Partner

By: 
Norman Adler, President

Both as to Lessor

LESSEE: Green Inspiration Academy

By: 

Print name: ANTOINE WILLIAMS

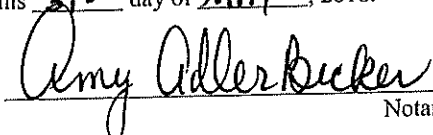
Title: Board President

Both as to Lessee

STATE OF)
) SS:
COUNTY OF)

Before me, a Notary Public in and for said County and State appeared Galaxy Corporate Center, LLC by Galaxy Development Limited Partnership, its Sole member, by Galaxy Development Corporation, its General Partner by Norman Adler its President, who acknowledged that he did sign the foregoing instrument as a president, and that the same is his free act and deed both individually and as such president of the general partner and the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 31st day of MAY, 2018.


Notary Public

AMY ADLER BECKER, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public

STATE OF Ohio

)
)
)

SS:

COUNTY OF Cuyahoga

Before me, a Notary Public, in and for said County and State appeared ANTOINE WILLIAMS the President of Green Inspiration Academy, the corporation that executed the within and foregoing instrument, who acknowledged that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that said instrument is their free act and deed and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Highland Hills Ohio, this 24th day of May 2018.

Opal Huff, Esq.
Notary Public

my commission has no expiration

ORC: 145

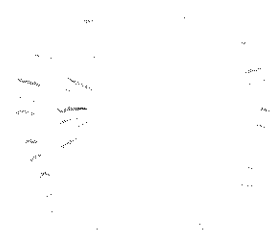
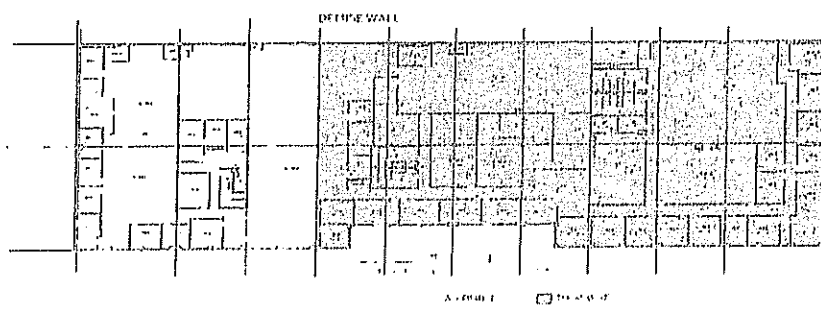


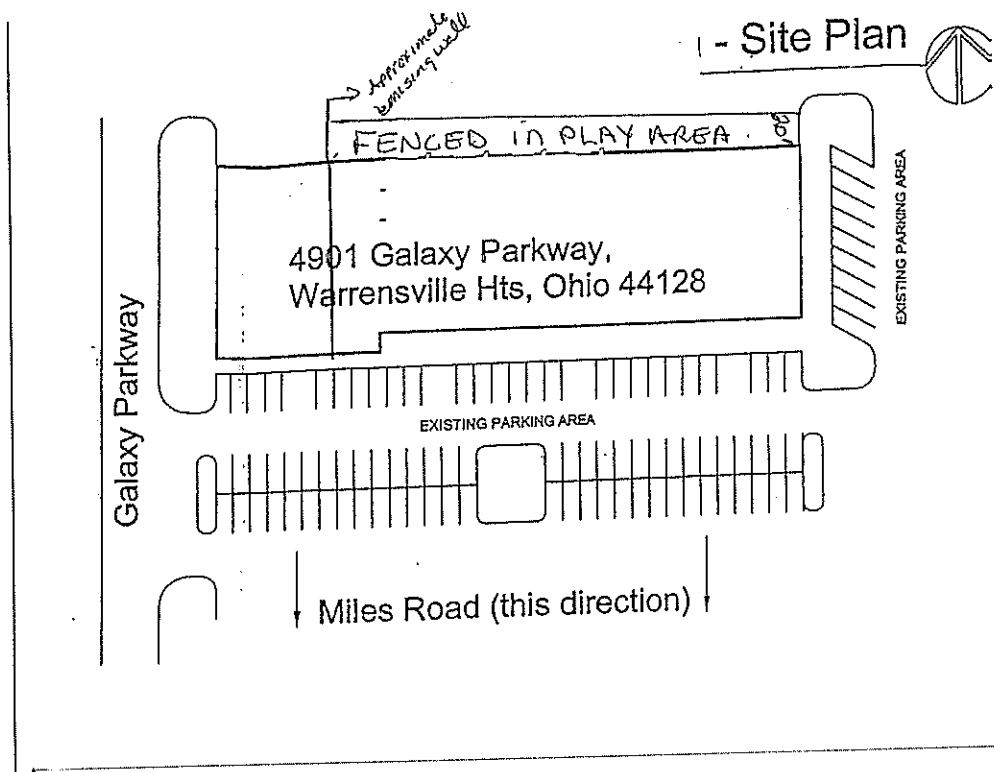
EXHIBIT A
Plot Plan



1

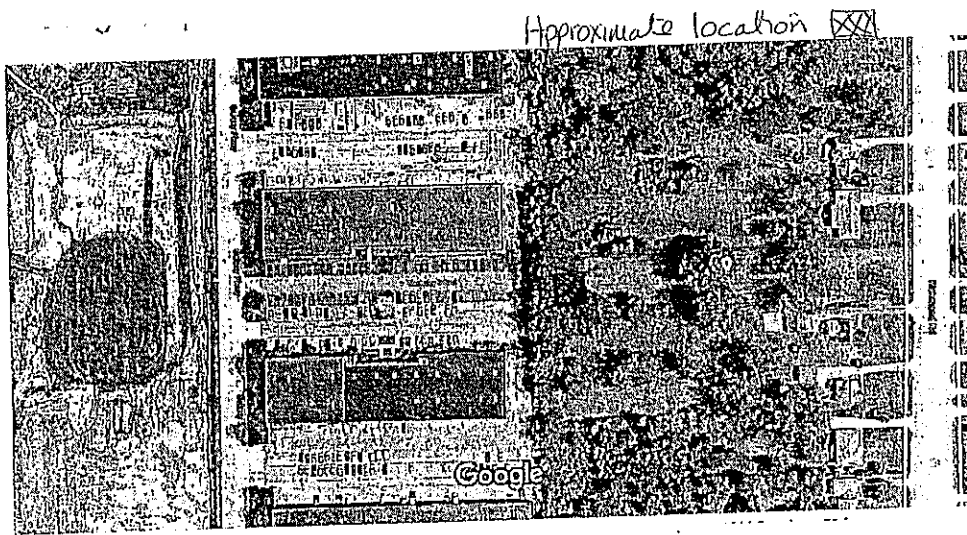
EXHIBIT D

Lessee's Fenced In Play Area



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Exhibit C
Free Standing Playground





The Green Inspiration Academy

4265 Northfield Road
Highland Hills, Ohio 44128
Office: (216)378-9573
www.greeninspirationacademy.com

January 3, 2023

Via Email and Certified Mail
dorf@jacobsrea.com

Josh Dorf
Jacobs | Real Estate Advisors
141 Washington Ave
Lawrence, NY 11559 Suite 201

Re: 4901 Galaxy Parkway Suite – L /Lessee's Notice of Exercise of the Option to Renew the Premises.

Hello Mr. Dorf,

Please be advised that Lessee, the Green Inspiration Academy would like to exercise its Option to Renew the Premises (as noted above) for an additional two (2) year period ending on June 30, 2025, pursuant to the Third Amendment to Lease as attached hereto and stating as follows:

3. **Option to Renew.** Provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the option, exercisable only upon one hundred and eighty (180) days prior written notice, delivered to Lessor via certified mail, return receipt requested to extend the term of this Lease for an additional two (2) year period to commence on July 1, 2023 and expire on June 30, 2025 (hereinafter the "Option Period"). Should Lessee elect to exercise such option to extend the term for the Option Period, as hereinabove set forth, then all terms and conditions of this Lease shall remain the same except that during such Option Period the Minimum Rent due under this Lease shall be the greater of (i) the then current market rent for space of similar size and location at Galaxy Corporate Center ("Project") as of the date of Lessor's receipt of Lessee's written notice or (ii) the per square foot per annum Minimum Rent payable during the last year of the Lease Term increased by **\$.25** per year on each anniversary of the commencement of the Option Period.

Please contact me to discuss the same.

Sincerely,

April N. Hart
April Hart
Executive Director

GIA is an equal opportunity education institution and will not discriminate on the basis of race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status in its admissions procedures, educational programs, services, activities or employment practices as required by Title VI, Title IX, Section 504 and/or any other applicable federal statute. GIA will assist students who have Limited English Proficiency to participate in all programs, services and activities. For information regarding civil rights, admissions, grievance procedures, bilingual education and accessibility of programs, services, activities and facilities that are usable by persons with disabilities, contact the Executive Director at, 4265 Northfield Rd. Warrensville Heights, Ohio 44128.

School Name:	THE GREEN INSPIRATION ACADEMY	Date:	APRIL 3, 2023
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6.3a Mission, Vision, Philosophy

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

Mission	6.3a	1) MISSION (Why do we exist?): State the school’s clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
<p>The Green Inspiration Academy (“GIA”) mission is to develop environmentally aware students who achieve literacy, mathematical excellence, technology and analytical thinking by understanding and appreciating how the environment operates by these same principals.</p>		
Vision	6.3a	2) VISION (What we hope to become?): State the school’s clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
<p>The vision of the Governing Authority is to help increase student literacy to at least 85 percent in reading and math and to provide value-added growth within one year for all students enrolling at the School. The Governing Authority further envisions a school where social and emotionally healthy lifestyles are taught and promoted as part of the schools learning environment.</p>		
Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school’s clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
<p>GIA takes the approach that all students can benefit from-and achieve success in an educational community where: 1) Students are enthusiastic about learning and enjoy school; 2) Students' natural curiosity is fostered through their active participation in the educational process, school culture, environment and community; and 3) School leaders and staff collaborate daily on strategies, techniques and data driven evidence to promote student achievement. 4) The needs of the student families are taken into consideration. 5) Mental and Physical Health are a priority.</p>		

6.3b Curriculum

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions:

What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served? Each of the items below should be addressed with strong evidence and detail.		
Curriculum – Learning Standards	6.3b	1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning. <ul style="list-style-type: none"> • If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. ✓ <input type="checkbox"/>
<p>GIA utilizes the Ohio Learning Standards as the basis for what is being taught each day in all core and non-core content areas. Our learning goal is for students to achieve the “<i>how, what, when and the intended outcome</i>” A Curriculum Development Team made up of School Leaders, Data Managers, Improvement Coach and Teachers work to develop curriculum and curriculum activities tailored to our specific student. <i>Ohio’s Model Curricula</i> provides school teams (TBT and Coaches) to align all available resources and provide guidance to teaching staff as they teach with the standards and create related assessments. A detailed description of standards we use and the <i>model curricula</i> followed can be found at http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards. GIA also follows Ohio’s K-12 Social and Emotional Learning Standards- attached to the link below. Ohio's K-12 Social and Emotional Learning Standards.</p>		
Curriculum - Model	6.3b	2) Does the school plan to use the Ohio Model Curriculum? ✓ <input type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas. <input type="checkbox"/> No, the school will utilize the curriculum model described below. If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.
<p>Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p>		
Curriculum - Pacing	6.3b	3) Provide a detailed description of the development process for pacing guides used in your school

Guides that includes the deconstruction of standards.

Our curriculum development process systematically organizes the “*how, what, when and the intended outcome*” to be achieved with student learners. A *Curriculum Development Team* made up of School Leaders, Data Managers, Improvement Coach and Teachers work to develop a maps that shows (what learners are able to do after participation in curriculum activities), the content (what will be taught), and the methods (how it will be taught).

Our team uses the Ohio Model Curriculum to develop the actual curriculum map for each classroom and for each subject. The Curriculum Map represents our school a year-at a glance. In a one-page chart, units are articulated including names, sequence, approximate time frames, evidence of understanding, content standards and assessment practices. Often times, the curriculum map guides the planning of instruction across common content area grades or courses. **GIA uses the ODE recommended Curriculum Map Template below:**

Time Frame	Unit	Standards	Evidence of Understanding	Assessment

After “mapping,” pacing guides are created to highlight *when* the components of the Ohio Learning Standards— the learning objectives, course themes, and achievement level descriptions are addressed in each grade. The primary purpose is to actually control the pace of the curriculum throughout the school year.

Our pacing guides are formed specific to a particular content area and level (e.g., 8th grade English) and details when particular content standards should be taught and/or assessed. While still offering teachers flexibility on *how* to teach.

We incorporate the following steps to developing pacing guides:

- Teachers determine how many assessments/units are involved.

- Approximately how long will each assessment be.
- What standard/standards are being focused upon and in which units.
- Are there any special notes, such as TBT, OIP or Five Step Process Initiatives district regarding dates (e.g., all teachers of all subjects and grades will assess Benchmark 1 on a particular date).
- When is the best time to teach **this** standard."
- "What is the necessary **rigor** level. If it's tough, would the standard work better later in the school year and/or after other/preliminary standards are taught."
- "Which other standards will it work best with in terms of time (e.g., mastery of 1 standard may better prepare students for this standard, some standards can be taught within the same lessons, etc.)."
- "Which other standards will work best with it in terms of test format (e.g., is the assessment a speech with rubric, or a multiple-choice test, etc.)."

After a review of the standards in each unit/assessment. The TBT and BLT teams determine:

1. The testing dates and/or order that works well for the standards (i.e., students should have mastered the standard by then).
2. If The standards work well together (e.g., opportunities for lessons to combine multiple standards, standards are related, etc.).
 - A. Is the number of standards per unit/assessment/unit as ideal as possible (e.g., balanced, "doable," etc.)?
 - B. Consider the assessment series as a whole. Does it seem logical? Will it make sense to all stakeholders?
3. GIA makes revisions as necessary in the design each pacing guide.

Curriculum – Lesson Template

6.3b

4) Explain what specific components are to be included in model lesson plan templates and rationale.

The components of the model lesson plan template incorporate the “*Gradual Release Model*.” The model requires teachers to identify the standard being taught, the learning target for students, materials to be used, and an activating activity. The teacher then creates a plan that includes teacher modeling/Focus Lesson (I Do), Guided Instruction (We Do), Collaboration (You Do Together), and Independent Practice (You Do Alone). The template also includes assessment and homework. The rationale behind using these strategies for lesson planning ensures that the teacher is providing appropriate level of support to students as they are moved towards independence. The benefits of this strategy include students learning to think independently from their teachers and learn social skills by working with peers.

<p>Curriculum - Alignment with Ohio Learning Standards</p>	<p>6.3b</p>	<p>5) Provide evidence of alignment of the school’s curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.</p>
<p>GIA has adopted the <i>Ohio Model Curricula</i>. This curriculum model is inclusive of Ohio Learning Standards and the Ohio Strategic Plan for Education: 2019-2024. The Ohio Learning Standards align with the School’s mission, vision and philosophy to increase grade level mastery in reading and math schoolwide and for the purpose of promoting proficiency for all students. We have also created a framework from the learning standards and model curriculum that align with our vision to provide academic growth of <i>one year- every year</i> by planning units around big ideas/concepts; sequencing units to the school year; intradisciplinary and interdisciplinary connections; diverse learner considerations; technology integration; formative, summative and performance-based assessment practices; and resources. Ohio Model Curricula and the content specific learning standards align with our school Vision and Purpose: to provide academic growth from year to year for all students enrolling at the School and further align with the school’s mission to encourage and increase analytical thinking.</p>		
	<p>6.3b</p>	<p>6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE Ohio’s Plan to Raise Literacy Achievement Birth-12, January 2018).</p>
<p>1. GIA will look at the amount of time to be devoted daily to foundational literacy skills instruction and a description of how the instructional time will be utilized.</p> <p>GIA will develop literacy skills across all grade levels through providing scholars with high quality reading instruction during a ninety (90) minute English Language Arts block. Reading and writing will be taught together within the ninety (90) minute period as well as through interdisciplinary instruction in Math, Science, and Social Studies. Reading instruction is broken up into whole group instruction for one-third of the ninety minutes and the remaining two-thirds is differentiated small group instruction/ independent practice. Reading instruction for students in grades K-3 focuses primarily on acquiring skills in the areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension. Whereas reading instruction in the primary grades emphasizes learning to read, reading in the intermediate grades emphasizes reading to learn. Therefore, the skills covered in the intermediate grades will be finding the main idea, using context clues to</p>		

answer text dependent questions, identifying the author’s purpose, cause and effect, etc. All reading instruction is aligned with the Ohio Learning Standards. GIA will continue to incorporate resources from the Into Reading (K-6) and Into Literature (6-12) as the main English Language Arts curriculum, as well as supplementing instruction with McGraw Hill- Reading Wonders, Foundations, and Reading A-Z.

2. Ohio’s Multi-Tiered System of Supports -GIA will use the multi-tiered system of supports structure provides a framework for supporting learners based on their unique needs. This can guide staff in designing effective instruction and appropriate interventions as part of school improvement efforts. “A multi-tiered system of supports for reading includes full access to grade-level instruction for all learners that is differentiated and designed to meet the needs of all learners (Tier 1) and additional targeted (Tier 2) and/or intensive intervention (Tier 3) for learners experiencing difficulties. The purpose of the three-tier model of instruction is to provide effective core instruction and address reading difficulties as quickly as possible. Under this model, each tier adds a level of intensity that is designed to accelerate the learner’s rate of learning and avoid learners requiring intervention for multiple years (Kilpatrick, 2015). As a learner responds positively to the instruction, the intensity is gradually faded. The movement within the tiers of instruction is fluid and data-based, and the tiers represent instruction and supports, not categories of students.

Such a system includes a continuum of evidence-based, systemwide practices to address academic and behavioral needs. It also calls for frequent, data-based monitoring to inform instructional decision-making to empower each learner to achieve high standards (Sansosti & Noltemeyer, 2008; Shores & Chester, 2008). A multi-tiered system of supports can be used at local, regional and state levels to address the varied, often complex needs of learners (Hayes & Lillenstein, 2015). Ohio’s Plan to Raise Literacy Achievement includes training and coaching for state, regional, district and school teams in screening, progress monitoring, instructional decision- making (including Universal Design for Learning) and communicating with families within a multi-tiered system of supports.” **Ohio’s Plan to Raise Literacy Achievement**

3. GIA will have a full description of the interventions and supports available to students identified as having literacy skills below grade level. We will use the **Simple View of Reading** (Gough & Tunmer,1986) to drive all literacy content, conversation, development and organization of resources necessary to support the state’s comprehensive plan. “Ohio’s Plan to Raise Literacy Achievement” to inform our current evidence-based language and literacy teaching and learning for all learners.

4. Family Partnerships; We are increasing goals and strategies for supporting families in their critical roles in children’s literacy development. The skills of phonological awareness, letter recognition, phonemic awareness, oral language, vocabulary, comprehension, motivation and the connection of reading material to everyday life in alignment with “Ohio’s Plan to Raise Literacy Achievement. Examples of student and family activities developed are:

GIA’s “adopt a student” program wherein “all staff” are assigned 2 or more K-3 students to read aloud to on a weekly basis *Family Literacy Nights- where literacy- based games are played by the family and staff.

- 5. **Professional development in foundational literacy skills instruction will be provided to teachers who teach kindergarten through third grade.** “Ohio’s Plan to Raise Literacy Achievement” will be used for evidence-based language and literacy teaching strategies.
- 6. **Development of Long-term plans:** GIA will improve by 10 scale points on the 2025 iReady assessment.
- 7. **Development of Annual Progress Goals:** Based upon fall literacy data we hope to increase proficiency by 8% by 2024 and increase mastery by 5%.

Curriculum – Future Success	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project- based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).
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All staff at GIA work diligently to support the students future success through project-based learning and intentionally selecting texts, learning videos and activities that highlight possibilities for the students’ futures. Field trips are taken to area high schools and 8th grade students are involved in a pre- approved selection process to the high school of their choice. Additionally, we host a career day in which community members from different careers come in and speak to students. The goal is to introduce students to careers that they may not know existed or give them more information about careers they are interested in. All work-based learning experiences involve in person and virtual interactions with industry or community professionals that are linked to school-based instruction. These learning experiences are intentionally designed to help students extend and deepen classroom work and to make progress toward learning outcomes that are difficult to achieve through classroom or standard project-based learning alone.

6.3c Instructional Delivery Methods and Resources/Materials

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

Instructional Delivery Methods	6.3c	1)
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GIA utilizes the standards found in OTES (“Guide To Instruction Delivery Methods). The OTES “Teacher Performance Evaluation Rubric for Instructional Planning” is used a road map used to design instructional delivery. The methods and standards set forth are designed to challenge measurable goals for student learning that align with Ohio Standards and reflect a range of student learner needs.

Specific daily strategies and techniques used in the classroom are designed as follows:

- 1) Clear learning targets- Ohio Learning Standards are posted on classroom walls, explained, reviewed and assessed;
- 2) Teachers collect, document and analyze evidence, assessments and data to inform and adjust instruction. At Green we also monitor student progress through the use of student portfolio’s.
- 3) Teachers providing effective on- one- one feedback with the student about performance.
- 4) Small group instruction is a priority and supported by Title 1 staff and paraprofessionals; differentiated instruction, accommodations/interventions, one-on-one instruction and project- based learning;
- 5) Computer-based learning, exposure to technology skills are taught per grade level; Grades K-2 use chrome books and the computer lab to access educational gains and activities while developing skills to use a mouse, keyboard and clicking and dragging content. Grades 3-8 use chrome books and the computer lab to practice the following skills: typing, clicking and dragging, navigating sites using dropdown screens and accessing online curriculum assessments and resources (including *Wonders and My Math* online assessments).

Differentiated Learning and Project Based Learning: In addition, student learning experiences will progress through Differentiated Learning and Project Based Learning educational styles. Classrooms are set up in centers where students can work either by themselves or in cooperative groups. Students’ mastery of a subject is accentuated as they teach each other. Groups of students can work on different aspects of a problem and then work to explain to each other how the solutions were derived. Peers mentor and share ideas and problem-solving techniques. Some students work individually or in groups on projects suited to their ability level, interests, and learning style.

<p>Instructional Delivery Methods - Blended Learning Instructional Model</p>	<p>6.3c</p>	<p>2) Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check box. <input type="checkbox"/></p> <p><u>Blended Learning Requirements - please provide ALL of the following:</u></p> <ol style="list-style-type: none"> a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
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		<p>d. The school’s attendance requirements, including how the school will document participation in learning opportunities;</p> <p>e. A statement describing how student progress will be monitored;</p> <p>f. A statement describing how private student data will be protected;</p> <p>g. A description of the professional development activities that will be offered to teachers.</p>
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GIA **will not** use a blended learning instructional model.

<p>Instructional Delivery Methods – Research Base</p>	<p>6.3c</p>	<p>3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school’s credit flexibility policy. Refer to <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.</p>
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Strategy and Techniques Research Base: GIA’s uses:

1) **The Gradual Release of Responsibility Model** is a teaching strategy characterized by a sequence of learning activities that shift the responsibility from the teacher to the student. The goal of this approach is autonomy and efficacy on the part of the student—ideally, the ability to transfer understanding on their own. The “ideal result is a confident learner who accepts responsibility for their own learning and directs this learning through the cognitive processes involved, moving through the academic spectrum, to independent choice (personalized learning). As Buehl (2005) stated, the GRR model “emphasizes instruction that mentors students into becoming capable thinkers and learners when handling the tasks with which they have not yet developed expertise.” The gradual release of responsibility model is a key tenet of formal learning and in short teaches *show me, help me, let me.*

2) **Positive Behavioral Interventions and Supports (PBIS)** is an evidence-based three-tiered framework to improve and integrate all of the data, systems, and practices affecting student outcomes every day. PBIS creates schools where all students succeed. It is not a packaged curriculum, but an approach that defines core elements that can be achieved through a variety of strategies. The core elements of PBIS are integrated within organizational systems in which teams, working with administrators and behavior specialists, provide the training, policy support and organizational supports needed for (a) initial implementation, (b) active application, and (c) sustained use of the core elements (Sugai & Horner, 2010). The PBIS framework relies on a coordinated approach that incorporates systems, practices, and data to achieve better student outcomes both academically and behaviorally (Robbie et al., 2021). when PBIS is implemented correctly and with fidelity, negative student behaviors actually decrease because of the PBIS preventative

framework. Tyre et al. (2018) point out that proper implementation of the PBIS framework has shown an increase in direct instructional time in the classroom, improvement of students' academic achievement, more positive connections and relationships between students and their teachers and improved overall climate of the school itself.

3) Differentiated Learning Research Base: A research study from Eastern Michigan University by Patricia A. Koeze entitled "Differentiated instruction: the effect on student achievement in an elementary school, (2007) that there were significant differences (improvements) in student achievement scores between the students with poverty vs. students without poverty in the areas of reading, ELA, and math. She also stated "students in the differentiated classrooms seemed to have a better learning experience than those who were not and were more excited about their work." Koeze describes differentiated instruction thusly:

"A differentiated classroom differs from a traditional classroom in many ways. Most importantly, in a differentiated classroom more than one way to complete a lesson exists for any given topic. These lessons are designed around the needs of the students. A lesson plan is not created for each student; rather, lesson plans are tiered keeping in mind the readiness, interests, and learning profiles of the group. Pre-assessments play an important role in the development of the lessons. Pre-assessments not only alert the teacher to the readiness of the child but also the interests and prior experiences he or she may have upon entering the classroom. At times, students may be grouped according to readiness; at other times they may be grouped according to interest. Teachers break down lessons into smaller components and work as in a "co-teaching" model teacher, Title Teacher and Paraprofessionals) to ensure that students master each objective before moving onto the next lesson. The important point is that any time a student is placed in a group, the decision on where to place that child is based on the student's learning profile, readiness, or interests. The teacher decides what type of group, if any, will best meet the need of the child. Since differentiation is based on pre-assessment data, these groups change frequently as students' strengths become prevalent in areas to which they bring prior knowledge or expertise with them.

4) Computer based-learning and Chrome Book Research Base: Computer-based learning is becoming more and more widespread and it has been important especially at difficult subjects in science for over two decades. Computers are used in the classroom to ease collecting and processing data and gain speed (Zielinski & Swift, 1997). Successful professional educators are not confronted replacing traditional applications with new ones. Gilbert (1996) indicated that instructors must avoid being impatient for integrating information technology in learning and teaching. It is not possible to wait that the replacement of the traditional education completely with an information technology assisted method of instruction in a single semester. Therefore, it can be used the combination of computer technology with traditional method and constituting gradual process instead of a quick change. Computer is a device, which presents wonderful opportunities for learning and teaching processes. Using to teach, manage, show and communicate made the computer unique compared the other learning devices. However, it has not been used instead of textbook, laboratory and lecture in universities (Tielemans & Collis 1999). Computer -based learning (CBL) is a method, which use computer in learning media, strengthening students' motivation and education process. It gives opportunities to both students and teachers to learn by their speed and combine active learning with computer technology. Collette & Collette (1989) explained that using computers increases motivation and desire in the process of learning.

The Google Chromebook is a notebook computer that has an Internet-centric operating system. Most of the functionality of Chromebook

relies on the Internet and cloud-based computing. Reports on the Chromebook indicate the fast boot time, less time needed to manage/install software, extended battery life, built-in security and cheap cost make it ideal for individuals within the educational field (Upson, 2011). Issues related to the philosophy behind Chromebooks, primarily stem from the reliance on cloud-based computing. For many, cloud-based computing is a relatively new phenomenon and it will require some time to adopt such online strategies or to integrate it into existing workflows. In the past few years, this integration has been implicit, largely facilitated through the introduction of online applications, more storage options and faster internet connections.

Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
<p>Resources, printed or unprinted, include textbooks, workbooks; online resources; technology-based materials and environmental resources. The School uses McGraw Hill for curriculum -based materials; IEP Anywhere; Google Chromebooks and Interactive Mimio Boards. The School also has physical education equipment; arts and supplies and Green Enrichment supplies such as gardening tools and recyclable materials. Resources and materials are ordered on an as needed basis relating to the topic being studied.</p> <p>Technology-based materials and resources include software programs, test, video, lesson plans; webinars and the use of distance learning. The school facility is fully cabled and wired to accommodate all testing and accelerated learning experiences. The School uses the google chrome books and the Mimio boards to access a variety of online materials.</p> <p>All Courses core and non-core incorporate Ohio’s Academic Content Standards. Resources used are:</p> <p><u>K-8 Math</u>- McGraw Hill: “Glencoe ” and “My Math” text- books including online materials and student workbooks. Technology-IEP Anywhere; Google Chromebooks; Interactive Mimio Boards.</p> <p><u>K-8 English</u>- McGraw Hill “Wonders” text -books, including online materials and student workbooks. Technology: IEP Anywhere; Google Chromebooks; Interactive Mimio Boards.</p> <p><u>K-8 Social Studies</u>- McGraw Hill Social Studies text -books. IEP Anywhere; Google Chromebooks; Interactive Mimio Boards.</p>		

K-8 Science-Science Fusion text- books; “Think Central” (online materials) and student workbooks;
Technology: IEP Anywhere; Google Chromebooks; Interactive Mimio Boards.

6th-8 Social Studies- McGraw Hill; United States History World Book (Houghton Mifflin) and Eastern Hemisphere Book.

**Instructional
Delivery Methods -
Resources/Materials**

6.3c

5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.

Instructional Materials are selected, approved and changed as follows:

Textbook Selection: Textbooks are vital tools within the realm of our school’s education. Textbook adoption is an essential part of our instructional process. Textbooks quickly become outdated as standards and content change. To offset changes, GIA adopt textbooks in a five year cycle rotating amongst the core subjects.

Adoption Cycle:

- YEAR 1: 2013-2014: Houghton-Mifflin Reading, Math, Social Studies, Science (K-5)
- YEAR 2: 2014-2015: Houghton-Mifflin Reading, Math, Science and Social Studies (6-8)
- YEAR 3: 2015-2016: Focus on Supplemental Reading Resources
- YEAR 4: 2016-2017: Focus on Manipulative Resources
- YEAR 5: 2017-2018: Review current textbooks, order samples for review
- YEAR 6: 2019-2023: **Adoption of New or Renewal of Current Textbooks & Creation of Mapping Guides for all Subjects- and currently Using: McGraw Hill Reading Math, Science and Social Studies/**

2) Technology Selection:

Technology such as chromebooks and interactive materials are **updated yearly** and on an as needed basis depending upon the life cycle of the equipment and need for replacement or repairs.

3: Change and Approval Process:

A. We establish a committee for selection, approval and change of instructional materials as follows:

- 1. Improvement Coach
- 2. All Title I Teachers
- 3. Special Education All Intervention Specialist teachers
- 4. K-8: Grade Band Leaders
- 5. Principal
- 6. IT Vendor
- 7. School Executive Director

B. Identify the Objective:

The committee objective is find the instructional resource that meets the overall need of all students and the specific needs of our most at-risk students as based on data from a variety of sources (iReady, State Assessments, Local Assessments) and to further ensure that instructional materials closely align to the current State Standards.

C. Approval of Vendors:

The School Board of Directors approve the instructional resource vendors as presented by the Executive Director.

D. Obtain Samples:

We obtain a comprehensive set of samples that include both teacher and student materials across all grade levels for the subject being adopted will be ordered and placed on site at each building for teacher review.

D. Compare Content to Standards:

We then review the content, scope and sequence, looking for how the textbook aligns to current standards. Each member of the committee will go through each book, making comparisons, and taking notes. Finally, the entire committee will look at each individual’s comparisons and cut out any textbook that doesn’t align and/or has gaps in content.

E. Teach a Lesson:

The teachers on the committee will take one concept addressed in the textbook selected and teach a lesson with his/her students to gain perspective on the textbook. The teacher will use all materials associated with the textbooks for the lesson. This allows our teachers to get a

feel for the material, to see how it motivates their students, how their students respond, and to make comparisons about each product through application. The teachers will make notes throughout the process highlighting things they liked and things they didn't. These findings will be reported to the committee.

F. Compare Free Materials:

Identify the textbook company offers for "free materials" if you adopt their textbook offer free workbooks for the life of the adoption. Each company puts their own spin on the free materials, so the committee will look at each available option in this area as well.

- Once materials have been selected the committee will need to work with the members of the curriculum mapping team to map the new materials to ensure alignment and to identify gaps and resources required to address any identified gaps.

6.3d Continuous Improvement and Professional Growth
Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the <u>Ohio 5-Step Decision Making Process</u>. Describe the structures and processes to support the improvement planning.
<p>1) The GIA school leadership teams include the District Leadership Team ("DLT") School leadership team ("SLT") and Teacher -Based Teams ("TBT's"). These teams meet monthly (<i>at a minimum</i>) to develop school improvement goals and "SMART" goals based upon school assessments and report card data. The DLT and the SLT teams are responsible for researching new initiatives, ODE plans; research based-evidence ; state mandates and professional leadership goals. The SLT presents a shared leadership model to the TBT's and engages staff, parents and community in the planning process to foster a culture of continuous improvement.</p> <p>2) The Principal, Improvement Coach and Data Coach (part of the DLT) draft a single, focused, data-driven, and research-based school plan. The Executive Director approves the school plan. The Executive Director monitors the plan action development and holds participants accountable for results. Communicating the plan of action, the process and expected results ensures that SLT and TBT's understand the SIP and the underlying SMART goals.</p> <p>3) The Educational Service Center of Cuyahoga County and the School Sponsor guide all mandated steps in the continuous improvement cycle. There are specific reporting requirements and accountability reports required throughout the year to evidence team meetings;</p>		

assessment and progress monitoring data collections. TBT steps and indicators are required to be placed in the School’s OIP and tied to state standards.

4) **Ohio Five Step Process:** GIA complies with any specific reporting requirements and accountability reports required throughout the year to evidence team meetings; assessment and progress monitoring data collections. In detail, the Ohio Five Step Process/ plan cycle is incorporated as follows:

- a) Collecting, monitoring and sharing multiple measures of student achievement and progress: Improvement Coach Responsibility: collects and analyzes student performance data based on classroom, benchmark and state assessments to identify areas of strength, weakness’ and gaps. She ensures access to valid, reliable, and useful data. Ensure data is shared across levels: CSLT and TBTs.
- b) Reviewing and revising curriculum, including maps, pacing guides, model unit: The Principal and Improvement Coach- Review curricular tools through classroom observations, teacher feedback and teacher- based team discussions. Needs are identified by collaboration among staff members and assessment results.
- c) Evaluating the effectiveness of and identifying needs related to instructional strategies, resources and materials, including technology: the CLST Team meets monthly to evaluate the effectiveness of and to identify the needs related to instructional strategies, resources and materials, including technology.
- d) Evaluating the effectiveness of the school’s leadership structure (CSLT, TBTs, etc.): Each team sets an agenda and takes notes for intended goals and action steps to implemented. New ideas; focused plans and state initiatives are a factor in all state initiatives. Each year leadership teams will draft and complete "team evaluations" to determine if goals were implemented and met.

<p>Ohio Teacher Evaluation System (OTES)</p>	<p>6.3d</p>	<p>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</p> <p>X <input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
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The School Administrator is required to carry the licensed credential and conduct the OTES evaluation.

<p>Ohio Principal Evaluation System (OPES)</p>	<p>6.3d</p>	<p>4) Confirm implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input checked="" type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The school uses an alternative evaluation assessment for Principal and Superintendent Evaluation. The rubric and evaluation for the School’s Executive Director is formed directly from “Ohio’s Standards for Superintendents” (See the 5 Standards-p. 10). The rubric and evaluation for the School Principal is formed from Ohio’s Standards for Educators (See the 5 standards for principal-p 84). The state standards as noted herein also incorporate evaluation for student performance. Evaluation Questions and Observations are developed using the specific questions and components from the State Standards. The School contracts with a licensed OPES credentialed.</p>		
<p>Local Professional Development Committee</p>	<p>6.3d</p>	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p> <p><u>Local Professional Development Committee</u></p> <p>The LPDC is implemented through the School’s Executive Director, Principal and Academic Coach. The School DLT team drafted the “Bylaws and a Procedure Manual” (for LPDC roles, responsibilities, process, procedures and the IPDP template) per ODE guidelines. From the initial development of process and procedure the Committee sets a Schedule of LPDC Meetings.</p>
<p>Resident Educator Program</p>	<p>6.3d</p>	<p>7) Discuss implementation of Ohio’s Resident Educator Program in the school. (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.)</p>
<p><u>Resident Educator Program Implementation:</u> Teachers who hold Resident Educator licensures work as a team with an assigned mentor within the School. All mentors have been trained according to the suggested guidelines from ODE. All Resident Educators meet monthly to discuss pertinent topics concerning their educational plans, and to ensure quality instruction and that timelines are being met. Mentors are expected to help Resident Educators through the program and offer help and advice where needed. By way of example, the collection of monthly topics for Year 1 Resident</p>		

Educators is listed below,:

August Monthly Topics and Reminders

Necessary Documents - Contained in RESA Binder

Self -Assessment

Self- Assessment Summary

Goal Setting Guide - SMART GOALS

Data Measures Inventory

Class Profile

Collaborative Log

Mentor Log

Instructional Planning Guide - Cycle 1

Instructional Planning Guide - Cycle 2

Instructional Planning Guide - Cycle 3

Monitoring Student Learning

Formative Progress Review for Year 1 - Interactive Template

September Monthly Topics and Reminders

A Look Ahead

Parent-Teacher Conferences (OSTP 6 & 7)

Self-Assessment Summary

SMART Goals

Necessary Document

October Monthly Topics and Reminders

Getting Started

Class Profile, Data Measures Inventory, Monitoring Student Learning & Instructional Grouping

Necessary Documents

November Monthly Topics and Reminders

First Formal Observation

Mentor Observation of RE

Necessary Documents

December Monthly Topics and Reminders

Time to Reflect

Finalize documents for Mid-Term Review

Necessary Documents

January Monthly Topics and Reminders

The Mid-Year Checkpoint

Review SMART GOALS

February Monthly Topics and Reminders

Professional Portfolio

March Monthly Topics and Reminders

Instructional Planning Cycle III

April Monthly Topics and Reminders

Year End Celebration

May Monthly Topics and Reminders

Complete Formative Progress Review for Year 1

Formative Progress Review FAQs Document from ODE

Formative Progress Review - Sources of Evidence Document from ODE

Mentoring meetings occur after school and during the teachers free period. There is a mentor assigned from the ESC and a trained RESA Coordinator in the building. The Building Administrator will verify with ESC mentor on work completion and completes paper work require by Stars.

Mentor/Mentee Ratios: The Ratio of teachers to mentors is 1:5.

<p>Professional Development Plan for Teachers</p>	<p>6.3d</p>	<p>8) Using the Ohio Standards for Professional Development (adopted 2015), describe the process for how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for teachers informed by student data, curriculum needs, OTEs, IPDPs, Resident Educator Program, etc. and how it will link to the school’s continuous improvement plan.</p>
<p>All professional development is derived from the documented needs of Special Education; LPDC, RESA, BLT; yearly state guidelines and Sponsor reports. Reports and communications to the school’s DLT (Director; Principal, Coach; BLT and Board Education Committee) allow the DLT to generate and professional development schedule and calendar. Agenda topics are tied to the needs identified in the School’s Continuous Improvement Plan.</p> <p>Professional Development will occur at a minimum of 4 times per year for overall review of data, curriculum, differentiation, and subject matter work.</p> <p>Building level training focuses on student data through TBT team training (facilitated by School Improvement with ESC State Region Team 3). This data is used to develop teacher specific training, and/or whole school training based upon AIR results and assessment results. The results of AIR and iReady drive training for building teachers in August and September and then in December for the following semester. Teachers with specific needs are assigned online modules, conferences or additional mentoring. Teachers involved in RESA Year 1, Year 2, Year 3 and potentially Year 4 are provided training and assistance from trained mentors. Teachers will participate to the fullest extent in all activities and activities within RESA and will participate in Trainings facilitated by the ESC .</p> <p>Professional Development is linked to Continuous Improvement: All professional development is derived from the documented needs of Special Education; LPDC, RESA, BLT; yearly state guidelines and Sponsor reports. Reports and communications to the school’s DLT (Director; Principal, Coach; BLT and Board Education Committee) allow the DLT to generate and professional development schedule and calendar for the School Leaders. Agenda topics are tied to the needs identified in the School’s Continuous Improvement Plan.</p>		

<p>Professional Development Plan for School Leaders</p>	<p>6.3d</p>	<p>9) Using the Ohio Standards for Principals 2018, describe how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTEs, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school’s continuous improvement plan.</p>
<p>GIA will participate in all mandated ODE professional learning and trainings at the Northeast Ohio Educational Service Center, company professional development and self-selected PD. The professional development informs our work as instructional leaders to make informed decisions and create impactful continuous improvement plans.</p> <p>Professional Development topics covered include:</p> <ul style="list-style-type: none"> ● Data Analysis and decision making ● HR Updates ● Special Education Training ● OTEs 2.0 ● Introductions to potential curriculum adoptions, resources, materials ● LPDC ● RESA ● Instructional strategies and methods <p>Professional Development is linked to Continuous Improvement: All professional development is derived from the documented needs of Special Education; LPDC, RESA, BLT; yearly state guidelines and Sponsor reports. Reports and communications to the school’s DLT (Director; Principal, Coach; BLT and Board Education Committee) allow the DLT to generate and professional development schedule and calendar for the School Leaders. Agenda topics are tied to the needs identified in the School’s Continuous Improvement Plan.</p>		
<p>School Calendar</p>	<p>6.3.1</p>	<p>9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor</p>

		and ODE and may require a corrective action plan.
See attached.		
Bell Schedule	6.3.1	10) Provide the school’s proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.
See attached.		

6.3e Prevention and Intervention Policy

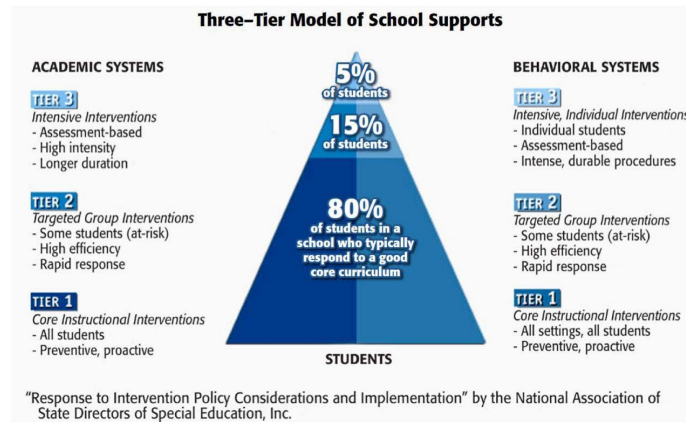
A Comprehensive System of Learning Support Guidelines, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school’s multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
<p>1) Our “whole- child model” follows the principles of holistic education in order to promote the development of children who are healthy, safe, engaged, supported, and challenged. Our educational model draws on the notion that students learn differently and demonstrate intelligence in a variety of way. Therefore, we aim to engage all the different sides of children. Under our a “whole child model” GIA works towards: academic improvement, social emotional learning and connecting free and low-cost physical and mental health services with students who need them. Our model includes regularly assessing and reporting on school climate and using the data to establish positive learning environments; offering students an array of extracurricular activities and extended-day learning opportunities; and supporting parent education and literacy programs.</p> <p>High-quality whole child education involves collaboration among the community, school, and teachers; creative designing of curriculums; and social-emotional learning. Collaboration among our stakeholder groups and coordinated school services are crucial, as all facets of a child’s well-being impact his or her potential for academic success. When designing an effective whole child curriculum, whole child education should support students’ social- emotional learning (i.e., their self-awareness, self-management, social awareness, relationship skills, and responsible decision making), as research underlines the positive effect of social-emotional learning on students’ college/career readiness.</p> <p>2) To support our whole- child model, GIA provides multi-tiered educational services to provide early detection and intervention for your at-</p>		

risk. These tiers are explained as follows:

A. RTI -The School will implement a strong Response to Intervention (RtI) process for students who are achieving below grade level. Research-based interventions, a philosophy advocating an educational process of continuous reflection, rethinking, and restructuring of strategies, will be afforded to students. The School will have a solid RtI School-Based Leadership Team to apply a progressive change system utilizing consensus building, infrastructure development, and implementation. The RtI School-Based Leadership Team will be a model of consensus building, utilizing participation from all levels of its system. The system will revolve around the study and optimization of the interactions of curriculum, instruction, students, and learning environments.



RtI is a “systematic method for evaluating the needs of all students and for fostering positive student outcomes through carefully selected and implemented interventions.” The model uses three (3) tiers of interventions that become increasingly more focused, intense, and individualized.

The first level of data for RTI will be collected at the start of the school year using both the Ohio Department of Education Diagnostic Assessment Materials for grades K-3 and Measures of Academic Progress. Once results have been collected the RTI Leadership Team will review the data and identify those students in need of Tier II and Tier III support. An instructional plan will be created tailored to each student’s specific needs which will include timeline of follow up assessments to ensure student growth. In addition, the RTI Team will create decision guidelines to determine when interventions are no longer necessary, need to be changed, or when a student might be identified for special education.

Tier 1 will focus on strong core programs using research-based curricula. The School will have systems in place to regularly review and

analyze data on student progress at the school, grade, classroom, and individual levels. Adjustments will be made through whole and small-group differentiation of instruction based on analysis of student data and identified areas of need for additional opportunities for learning. Data analysis will reveal those students who continue to demonstrate achievement that is not at a commensurate pace as their peers. Differentiation will allow these students to become proficient by allowing them to learn the materials in ways that suit their unique needs. This could include small groups, modifying materials, additional practice, and changes to materials or scope of task all while in the general classroom.

Tier 2 will focus on students who need additional academic support beyond what can be provided through differentiation in the general classroom for all students. The RTI Team will review the data collected by Diagnostics, MAP, Curricular benchmark assessments and specific plans will be created to ensure each student learns the necessary skills to be successful. Small groups will meet in targeted instruction for 30 minutes per day, two to four days a week for a minimum of 9 weeks. Throughout this process students will be informally assessed on a weekly basis to provide up to date information to the RTI team.

Tier 3 will focus on students who require intensive, focused, small group or individual interventions of longer duration than that which is provided in Tier 2. Tier 3 interventions will include targeted content and specialized instruction with extraordinary time and focus. The targeted instruction may be in small group or individually for a minimum of 30 minutes per day, three to five days a week. Individual assessments will be conducted to provide daily monitoring of student progress.

Students will individually be held accountable to learning standards each year to ensure they are meeting their identified goals. Often students who are “low-performing” are labeled as such due to their lack of interest in an academic area or their inability to see the relevance of what they are learning as it relates to their daily lives. The structure and application of the School’s curriculum will solve this issue for many of our students. Teachers will strive to make learning practical and relevant as students apply knowledge to the projects in which they are participating. Therefore, student achievement on a given task will be at times broad, at times deep, and always cross- curricular.

Assessments will provide valuable data to determine which students need additional interventions, and staff specialists (such as the reading specialist) will be available to provide small group and individualized instruction when necessary for those students who are struggling with individual concepts or who have been determined to be below grade level in Reading and/or Math. Students who qualify for Special Education services will also receive services from qualified staff members both through the inclusionary model and through pull- out instruction based on the services and identified needs of their individual educational plans (IEPs).

All teachers will employ flexible grouping. For example, if there are groups of students struggling with mastery of specific knowledge or a specific skill, a small group will be formed and one teacher will work more directly with that group, while the other teachers at that grade level work with the other students.

B. Third Grade Reading Guarantees: will be addressed through Tier II and Tier III depending on the level of need in each student. As

described above students in grades K-3 will be assessed using the ODE Reading Diagnostic Screening measure by September 30. For those students who are identified as off-track the RTI team will convene to identify each student's area of need and a plan will be created and executed.

Throughout the Rtl process, student progress will be assessed, analyzed, and reviewed by the Rtl School-Based Leadership Team. This team will include, but is not limited to, the student's teacher, an administrator or designee, a Special Education teacher, and other student services personnel as appropriate. The team will be responsible for tracking school-wide academic growth; documenting student need, interventions, and results; making decisions about the effectiveness of instruction; making recommendations for adjustments to instruction and/or interventions; and initiating referrals for evaluation for exceptional student education instruction and/or related services.

As the work on the specific scope and sequence in relation to the curriculum is being developed, attention will be given to identifying key indicators for students who may need additional services. Research-based interventions will be incorporated into those documents for whole-class applications, consistent with the Tier 1 model. Through the use of the School's innovative database system, the identification of classrooms in need of Tier 1 interventions and individual students in need of Tier 2 or 3 interventions will be more clearly identified through the progression of the curriculum.

The School's curriculum options will address a comprehensive array of reading skills at different levels. By combining these various research-based curriculum options, the School will provide the building blocks for systematic and explicit teaching of reading skills.

C. ACADEMIC PREVENTION/INTERVENTION POLICY:

In accordance with Section 3313.6012 of the Revised Code, the Board of Directors (the "Board") of School(the "School") adopts this Academic Prevention/Intervention Policy (the "Policy"), as more fully detailed below, in order to address prevention and intervention services for all grades and students within the School.

I. ASSESSMENTS

The School shall assess student achievement and needs in all program areas in compliance with State law, the rules adopted by the State Board of Education and the Charter. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and educational achievement goals of the School.

II. STATE-REQUIRED TESTS :

The School shall administer all State-mandated tests to students at the times designated by the State Board of Education. "Achievement tests" for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to

measure a student's level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. The School will administer the Ohio graduation tests, if applicable, as required by Section 3301.0710 of the Revised Code and at times designated by Section 3301.0711 of the Revised Code.

"Diagnostic assessments" for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code. All statewide tests shall be administered in accordance with Rules 3301-13-01 and according to procedures outlined in 3301-13-02 of the Ohio Administrative Code.

In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, by illustration but not limitation, teacher observation techniques, cumulative student records, and/or student performance data collected through standard testing programs.

Any student receiving special education services may be excused from taking any particular test required if the individualized education program ("IEP") developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability

("AASWD") is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with accommodations, are not appropriate. In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, the school shall use AASWD to test students needing an alternate form of assessment. The School shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level, except as provided by law.

D. INTERVENTION SERVICES -In accordance with this Policy, the School shall provide prevention/intervention services in pertinent subject areas to students who score below the proficient level on a reading, writing, mathematics, social studies or science achievement test and/or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment. Intervention services will be commensurate with the student's test performance in each such test area including prevention, intervention, or remediation. Such prevention, intervention or remediation programs may include, by way of illustration, remedial program content, one-on-one teacher/student interaction, computer-assisted remedial course material, student-specific tutoring intervention and/or small group interaction.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the School shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention,

intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

For each student required to be offered intervention services, the School may involve the student's parent or guardian and classroom teacher in developing the intervention strategy and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

E. . PROCEDURES FOR THE REGULAR COLLECTION OF STUDENT PERFORMANCE DATA

The School shall develop procedures for the regular collection of student performance data; a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

The School shall keep records for each student including the following:

- A. A unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2);
- B. A list or designation of which tests are required and which tests are not required;
- C. A list or designation of which tests, required or not required, are taken and which are not taken at each test administration period;
- D. Score for each test taken;
- E. Whether each student attained the requisite performance standard designated for each required test;
- F. What if any tests must still be taken;
- G. Whether or not intervention must be provided; and
- H. For each test required for graduation, the date passed must be recorded on the student's transcript. No information shall be on the student's transcript for a test not passed. When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

F. PROCEDURES FOR USING STUDENT PERFORMANCE DATA TO EVALUATE THE EFFECTIVENESS OF INTERVENTION SERVICES AND, IF NECESSARY, TO MODIFY SUCH SERVICES.

The School shall utilize diagnostic and performance assessments that are nationally-normed and aligned with State-standards to measure student performance data. Data will be collected to determine student performance in reading, math, language arts and life sciences and the effectiveness of intervention services.

The student performance will be measured after each diagnostic and performance assessments and compared with previous assessments to determine gains in each relevant subject category. Intervention and remediation programs, may include by way of illustration, one-on-one

tutoring, computer-assisted remedial curriculum, small group intervention and/or one-on-one student/teacher interaction will be employed. Subsequent diagnostic and performance assessments will be employed after implementation of intervention and remediation programs to determine efficacy and effectiveness of such programs.

All Policies are reviewed annually.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an school improvement plan by September 30th.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan

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

<p>Nationally Normed Assessment</p>	<p>6.5</p>	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, <u>ODE approved standardized testing tool</u>. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.</p>
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Our nationally normed testing tool is the *iReady* assessment for reading and math. The test is given in the Fall, Winter and Spring. Rate of growth measures and *iReady* student goals are aligned with our school improvement goals. The assessment data allows us to monitor the percentage of students moving toward proficiency in each grade. This assessment was chosen because 1) it is an ODE approved standardized testing tool. 2) Assessment questions are closely aligned to ODE’s Learning Standards. 3) *iReady* provides consistent data to comparison from year to year. 4) In surveys, the assessment is preferred by our teaching staff because it also allows them to easily screen and group students for targeted instruction; measure student growth; predict performance on summative exams and monitor achievement.

<p>Ohio’s State Assessments</p>	<p>6.5</p>	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar.</p> <p>Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
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GIA confirms the use of Ohio State Assessments including the Kindergarten Readiness Assessment. Data will be collected when test results are released and included in the Schools Annual Report. The annual report will be distributed to parents and guardians of student and made available on the school website. The Governing Authority will review the state test scores from the School’s Report Card and discuss the results in a publicly held meeting. School Staff will attend professional development to review report card data. The School District

Leadership team will use the score results to revise or implement new actions steps in its stated improvement process, goals and strategies.		
Formative Assessments	6.5	3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.
<p>GIA has a written process in place for the development of formative assessments. Data is analyzed frequently to determine the need for reteach or small group remediation. Typically, the purchased curriculum provides formative assessments that have been reviewed by teachers in the selection of instructional material. Supplemental materials are utilized to practice concepts in areas that students show deficiencies. Teachers implement checkpoint assessments during the learning process, which include <i>call & response, thumbs/thumbs down, exit tickets, and peer review</i> in addition to assessments included in the purchased curriculum.</p> <p>Test results are analyzed in detail considering a variety of factors such as grade level; number of students performing above, at or below grade level and teaching skills and individual student factors. Instructional strategies, practices and materials are regularly discussed, reviewed enhanced and updated with TBT's. Professional development on instructions strategies is provided twice per year- based upon iReady data. Tests are shared with students in test reviews and with parents at mandatory parent conferences.</p>		
Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
<p>Our goal is to provide families with guidance and involvement with activities that help their children succeed academically and socially. The School provides information to keep parents informed of academic progress, strategies in the classrooms, tutoring and best practices to increase student performance at school and home. GIA regularly shares with parents and guardians, evidence of success and areas for improvement based on iReady data, report cards and classroom performance in non-academic ways.</p> <p>The use of parent and student surveys gather evidence of our program effectiveness.</p> <p>Communication with parents through the use of school newsletters; class DOJO and phone calls home inform of school practices. The School sends home information and materials for parent awareness of ODE standards, achievement and testing updates.</p> <p>Quarterly Parent Conference Nights: The School shares student assessment scores and classroom performance along with discussing best practices and tips with parents to increase mastery of standards.</p> <p>Parent Information Nights and Family Nights provide family fun and the opportunity for us to explain what "School Improvement" means; what the school, district, and state are doing to address the problem of low achievement; how parents can become involved in addressing the academic issues that caused the school to be identified for improvement; Third Grade Reading Guarantee, Title 1, Intervention Services.</p>		

Parenting techniques are also shared to increase student achievement.		
Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.

Students at GIA are provided the opportunity to demonstrate their learning using different modalities. Some teachers have students submit projects as a summative assessment, rather than taking a standardized test. Students are also measured by their understanding and completion of classroom projects and presentations.

Ipsative Assessments- Ipsative Assessments are another type of assessment used at GIA as learning that compares previous results with a second try, motivating students to set goals and improve their skills.

When a student hands in a piece of creative writing, it's just the first draft, but they don't always get the same chance when it comes to other subjects like math. A two-stage assessment framework helps students learn from their mistakes and motivates them to do better. Plus, it removes the instant gratification of goals and teaches students learning is a process.

We incorporate ipsative assessments into our classrooms with:

- Portfolios
- A two-stage testing process
- Project-based learning activities

One study on ipsative learning techniques found that when it was used with higher education distance learners, it helped motivate students and encouraged them to act on feedback to improve their grades.

In Gwyneth Hughes' book, [Ipsative Assessment: Motivation Through Marking Progress](#), she writes: "Not all learners can be top performers, but all learners can potentially make progress and achieve a personal best. Putting the focus onto learning rather than meeting standards and criteria can also be resource efficient."

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8.1 Organization and Staffing

Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
<u>Green Inspiration Academy Organizational Chart</u>		
Administration: ODE→ SPONSOR→ GOVERNING AUTHORITY→ FISCAL OFFICER→ EXECUTIVE DIRECTOR		
Building Level: PRINCIPAL→ SECRETARY/ →TEACHING and NON -TEACHING STAFF → IMPROVEMENT COACH→EMIS COORDINATOR (VENDOR)		
→SEPCIAL EDUCATION PROVIDERS (VENDORS) →IT (VENDOR) .		
Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) other. <i>Please only include job titles.</i>
<p><u>FISCAL OFFICER -</u></p> <p><u>Roles and Responsibilities:</u></p> <p>-Responsible for the financial affairs of the community school.</p> <p>-Ensuring compliance between the school financial records and the school's financial plan that is on file with the state superintendent of public instruction.</p>		

- Monitoring any notes issued by the school to pay necessary and actual expenses.
- Monitoring and accounting for proceeds of any notes, and how receipts are expended by the school.
- Monitoring and accounting for proceeds of any federal or state grant, and how receipts are expended by the school.
- Monitoring and accounting for proceeds of any private funds, and how receipts are expended by the school.
- Signing all checks.
- Receiving all funds on behalf of the school and depositing all funds in a designated depository.
- Acting as the agent of the governing authority in all dealings with the county auditor, county treasurer, and all other persons relating to the funds of the school district.
- Monthly fiscal reports in the formats required by the Governing Authority; School Sponsor; ODE and the State Auditor.
- Monitoring and ensuring compliance with the schools internal financial controls in accordance with State laws and guidelines and in accordance to the School's Financial Policies
- Providing accurate and complete data required for the submission of the "five-year forecast" and school budget of operational revenues and expenditures.
- Ensuring that the school financial records are maintained according state standard Maintaining a record of all school funds of the district.

Executive Director

Roles & Responsibilities

- Act as School Superintendent to perform roles and/or assign roles as required by ODE, the Sponsor and the Green Inspiration Academy Board of Directors needed to complete and fulfill the mandates of the School Charter.
- Oversee all aspects of the daily operation of the School in accordance to the mandates of the Ohio Revised Code; The Ohio Department of Education; The School Sponsor and the Governing Authority ("Board").
- Act as Lead Board Representative: reporting advising and updating the Board and Sponsor on the School's progress towards

achievement on the State Report Card; providing continuous evidence value added growth for all students; report on collaboration with the School Administrator and the CLST; Regularly submit evidence of school meetings, staff collaboration and data evidencing performance measures to the Board and School Sponsor; report on School purchasing and vendor needs and secure board approval of the same; report school facility upkeep and tenant relations with building lessor; Assist with the Board's achievement of Its mission, vision and goals by ensuring that the school maintains growth in reading; math; "green" initiatives and parent participation; draft board meeting calendars; agendas and minutes; conduct board training.

- Drive the School culture and climate by hiring effective school leaders and staff which support the Board's "philosophy" that the school community should promote enthusiasm and an enjoyment for learning.
- Work directly with the School building leader, administrative personnel, teaching and non-teaching staff on a regular and continuous basis to form CLST action items effect progress under the OIP and towards the School's SMART goals and non-academic goals; coordinate board meetings; lead the school in the performance of OIP and ensure that the Administrator; Teachers; TBT's and SPED divisions are showing continuous progress towards OIP; SMART goals and non-academic goals set by the School. Assist with the
- Work with the School Administrator and Improvement Coach to coordinate staff professional development courses and progress toward LPDC goals;
- Work with CLST, Fiscal Officer and Business Manager to select instructional materials, supplies, technology and resources needed to enhance the school curriculum.
- Draft the "Board Policy Manual" obtain board approval and monitor the School's compliance with all state and federal policies as needed for State compliance.
- Work with Fiscal Office and Business Manager for procurement; balance of overall and monthly budget and expenses; review grant expenditures; grant services; grant coding and grant purchases to ensure that funding is being uses in accordance to grant purpose.
- Selection of school vendors and purchasing for school needs and enforcing the school's financial polices as adopted by the Board of Directors; School Sponsor and ODE.
- Work with the CLST to complete a Decision Framework for the School.
- Work with CCIP Coordinator to complete grant applications and budget details in the School's Comprehensive Continuous Improvement Plan for Title I, Title IIA and SPED. Code all teacher salaries and services in accordance to grant guidelines.

- Ensure that the school provides all documentation needed for Open Assurances and Sponsor Compliance reviews and sight visits.
- Coordinate and meet with CLST team for monthly Progress Monitoring towards school improvement and OIP goals; ESC mandates; SMART goal; non-academic goals and operational decisions.
- Draft the School's Emergency Operation Plan and enforce building health, safety and security rules.
- Attend staff and team meetings; parent meeting as required and/or needed.
- Work with the School Administrator to make staffing and salary decisions.
- Execute all documents required to be in place by ODE, the School Sponsor and Board Directors.
- Ensure Building upkeep and appearance; ensure that IT is in place and operable for school on a regular basis.
- Conduct regular marketing efforts; update school website and initiate enrollment efforts for the School and ensure efforts to achieve Racial and Ethnic Balance.
- Contract for the School Lunch program noting healthy food choices on the lunch calendars; monitor compliance with free and reduced lunch requirements; bidding and compliance with state law.
- Contract yearly for the "before and after-care program."
- Ensure adherence to ODE guidelines for the transportation of students.
- Ability to communicate effectively with staff, students, and administration.
- Must be professional, respectful and courteous in communication with staff, students, and administration.
- Spend time with the school students; visit school classrooms; attend school activities; ensure that extra-curricular activities are taking place in the school and ensure that students and parents are aware of the presence as School Director; attend parent hearings when requested and set up all title one and SPED night for the school.

Administrator/Principal**Roles & Responsibilities****Responsibilities:**

- Support and make efforts to incorporate the School's mission, vision and philosophy into the School's daily operation and curriculum.

- Oversee the curriculum and its alignment to ODE standards as approved by the Board of Directors and in accordance with the mandates of ODE, the School Sponsor and The Cuyahoga County Educational Service Center (“ESC”) for school improvement.
- Daily supervision of teachers and support staff which includes hiring, evaluating, and terminating as necessary and appropriate in accordance to ODE guidelines.
- Ensure that instructional delivery methods and resource materials are up to date and in alignment with ODE standards and done in accordance with the Sponsor Contract and The Cuyahoga County Educational Service Center (“ESC”) for school improvement.
- Participate in the preparation and administration of the annual budget, CCIP and Decision Framework;
- Represent the School for Open Assurances; fall and spring compliance visits and onsite assistance reviews.
- Attend monthly Board of Director meetings and provide a “State of the School” report.
- Act as the School’s “Special Education Designee” for reporting and compliance as recommended by the School’s Executive Director, Board, Sponsor and ODE.
- Ensure that the Intervention Assistance Team operated in accordance to” Response to Intervention” guidelines as adopted by the Board of Directors.
- Provide ongoing Parent Support and provide opportunities for parents to participate in the school culture and learning opportunities for students. Oversee the Green Inspiration Academy “PIT” crew (parent involvement team)
- Inform Executive Director of building facility needs and repairs as discovered.
- Enforce building health, safety and security rules conduct required safety drills as required under Ohio Law.
- Develop community partnerships in conjunction with the Executive Director and Board of Directors.
- Evaluate teaching staff; monitor teacher lesson plans, engagement and instructional Strategies.
- Implement the TBT “5-Step Process” and ensure the recording and monitoring of the Data Template as required by the ESC; Oversee Teacher Based Teams and work with the School Improvement Coach to collect, gather, analyze data and implement teaching strategies, instructional tools and student assessment pursuant to the 5 Steps; attend meeting and training at the ESC for the same.

- Supervise the School's Behavior Management System pursuant to PBIS.
- Supervise enrollment in the School in done in accordance to the Board's Open Enrollment and Admission Policies.
- Act as the overall School Improvement Leader and Coordinator of mandates received from the Cuyahoga County ESC for school improvement and the School Sponsor.
- Oversee Busing and student transportation in conjunction with the School Executive Director.
- Ensure adequate and relevant Professional Development of teaching and non-teaching staff; oversee the School's LPDC committee.
- Work with the School Executive Director and school staff to develop SMART goals and non-academic goals for continued value-added growth.
- Ensure that students and staff are prepared for State Tests by ensuring adequate time for staff training; student tutoring and test taking strategies are in place.
- Work with the Executive Director to ensure building upkeep and regular maintenance and to ensure that IT is in place and operable.
- Ability to communicate effectively with staff, students, and administration.
- Must be professional, respectful and courteous in communication with staff, students, and administration.
- Works with staff to develop extra-curricular activities; student programs and fundraisers; assist students with their individual needs; attend school events and conduct parent meetings.

Secretary

Primary responsibilities:

- Answers telephones and all other communications in a professional manner and directs the caller to the appropriate extension.
- Appropriately greets and directs visitors to the school campus in a manner that is respectful and professional.
- Establishes, updates, and maintains the filing system for the Principal while also being actively involved in retrieving information from those files when necessary.
- Sets up all new employee files in the time and attendance system, noting information that is pertinent to the employees' position. Enrolls all employees digitally in the time and attendance system.
- Assists in the ordering, receiving, stocking, and distribution of office supplies.
- Adheres to school policies and procedures relating to visitors to the campus (i.e. visitor sign-in log and visitor ID badges).
- Maintains awareness of the physical control of entry into the reception area and notifies security of suspect unauthorized visitors to the

school campus.

- Follows school policies and procedures regarding authorized/unauthorized removal of students from the campus.
- Oversees use and maintenance of office equipment such as the copier and laminator.
- Initiates and keeps track of teacher supplies and ordering.
- Facilitates the Enrollment process and assist parent in filling out enrollment forms and the collection of enrollment document; conduct building tours.
- Progress Book- Attendance Officer: teachers daily recording, tardy and truancy, updating class enrollment lists.
- Assist and printing of all Student Forms.
- Assist with Student Uniforms needs and changes.
- Assist with School Newsletter.
- Participates and helps to organize the schools “extra-curricular” activities.
- Ability to communicate effectively with staff, students, and administration.
- Must be professional, respectful and courteous in communication with staff, students, and administration.
- Performs the role of “catch all” assisting with student illnesses, student complaints; calls to home; crying; student fights; soiled clothing, missing supplies and medicine and regularly intervenes and assists with issues pertaining to “peer pressure.”

B) Teaching and Non- Teaching Staff

1) Special Education Teacher

Responsibilities:

- Provides a learning environment that is team-oriented, student-centered, and aligned with the school’s academic goals and specified objectives.
- Creates and or updates Individual Education Plans (IEP) for each of his/her students and uses this as the basis to track each student’s academic performance.
- Acts as a mentor, facilitator, advocate, and coach to support, mentor, and guide students through their IEP using the technology and other resources available.
- Provides positive support for all students with disabilities within the school in conjunction with overseeing and monitoring individual

student progress and the use of resources and equipment.

- Uses only forms or reporting records approved and /or adopted by the school.
- Maintains progress monitoring reports, IEP compliance, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and school policies and procedures.
- Collaborates with peers to develop, plan and implement best educational practices based upon the individual academic needs of the students and aligned with the goals of the school.
- Performs all other instructional and academic duties as deemed necessary, which are aligned in accordance with the school's policies and procedures that ensure educational goals are achieved.
- Maintains all ESE records and works collaboratively with school staff to ensure all records are in compliance.
- Participates in TBT and IAT meetings.
- Works with staff to develop extra-curricular activities; student programs and fundraisers; assist students with their individual needs; attend school events and conduct parent meetings.

Qualifications

- Bachelor's Degree in Special Education or similar
- Appropriate Certifications and endorsements
- Positive work history

2) K-8 Teaching Staff (K-8 classroom teacher and physical education teacher)

Primary responsibilities:

- Provides a learning environment that is team-oriented, student-centered, and aligned with school's SMART goals, non-academic goals, OIP and TBT objectives.
- Implements lessons plans using TBT techniques and strategies as collaborated upon for OIP and under the "5 Step Process" reporting requirements.
- Attends all staff meetings for TBT and ESC meetings.
- Creates Individual Pacing Guides for each of his/her students and uses this as the basis to track each student's academic performance.
- Provides positive support for all the students within the classroom in conjunction with overseeing and monitoring individual student progress and the use of resources and equipment; assures adherence to RTI; PBIS and SPED mandates.
- Appropriately enforces the School's Code of Conduct.
- Provides direction and leadership within the classroom by displaying an effective working knowledge of the subject matter and by demonstrating best practices relating to teaching/instructional techniques.
- Maintains progress monitoring reports, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and school policies and procedures.

- Collaborates with colleagues to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with the goals of the school.
- Institutes “project -based themes” and differentiated learning as well as Ohio State Standards into the daily curriculum and student learning objectives.
- Participates in professional development courses or activities to maintain appropriate certification or credentials based on position including following the guidelines of the LPDC where needed.
- Works with staff to develop extra-curricular activities; student programs and fundraisers; assist students with their individual needs; attend school events and conduct parent meetings.

3) Paraprofessionals:

Primary responsibilities:

- Assists with Individual Pacing Guides for each of his/her students and uses this as the basis to track each student’s academic performance and assist teacher with pull-outs, small group instruction and individual instruction.
- Provides positive support for all the students within the classroom in conjunction with overseeing and monitoring individual student progress and the use of resources and equipment.
- Appropriately enforces the School’s Code of Conduct.
- Provides direction and leadership within the classroom by displaying an effective working knowledge of the subject matter and by demonstrating best practices relating to teaching/instructional techniques.
- Assists the teacher in maintaining progress monitoring reports, attendance and behavioral records, and other student records as required by state regulatory guidelines and school policies and procedures.
- Collaborates with colleagues to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with the goals of the school.
- Participates in professional development courses or activities to maintain appropriate certification or credentials based on position.
- Assists the Teacher as directed.

4) Custodian

Roles & Responsibilities

- Keep the School and grounds safe, secure, and clean at all times.
- Perform all routine cleaning, housekeeping, and basic maintenance for the school as prescribed by the custodial duty listing. This can include but is not limited to trash removal, cleaning and wiping down of blackboards, hand railings, doors, and other surfaces as

needed, changing light bulbs, vacuuming and mopping floors, cleaning windows, cleaning and disinfecting student and staff restrooms, assisting with cleaning the food service area, and performing other cleaning/housekeeping duties as assigned.

- Set up and take down lunch tables in the multi-purpose room as required.
- Perform basic electrical, plumbing, HVAC, and carpentry repairs as needed.
- Buff and wax all floors as needed.
- Prepare the school for special events such as meetings, open houses, etc.
- Ensure school ground electronic security systems are working properly.
- Inform Principal of any damage or wear and tear to school property so that a replacement/refurbishment plan can be initiated.
- Keep custodial supplies logged, stocked and stored safely in conformance to state safety standards.
- Properly maintain all school tools, supplies, and machinery that are used in day-to-day operations.
- Report to the school on extraordinary event days such as snow days, staff holidays, or other events such as no electric, no water, etc. to inspect the building and ensure the safety and soundness of the building and grounds.
- Perform all other job duties as required by the Principal or needs of the school.
- Ability to communicate effectively with staff, students, and administration.
- Must be professional, respectful and courteous in communication with staff, students, and administration.
- Works with staff in extra-curricular activities and student programs.
-

5) Improvement Coach

Roles & Responsibilities

- Professional Development of teaching staff.
- District Test Coordinator.
- iReady Testing Coordinator.
- ESC Liaison.
- Review and recommendation on 3rd Grade Reading Guarantee initiatives; testing and retention and Reading Improvement Monitoring Plans.
- Data collection, data analysis and action planning at the student, teacher CLST level.
- In conjunction with the School Administrator initiates: Student Intervention Plans; phase 1 Intervention Assistance and Response To Intervention
- Monitors the use of Student Learning Objectives; project based and differentiated instruction and overall classroom and student

growth measures

- Data coaching- observations & coaching sessions with teachers, collects and report assessments; data and correlations needed for the effective use of data; compilation of TBT team's strategy and techniques.
- Leads the OIP Five Step Process.
- Supplies regular student data in a format to inform instruction.
- Compliance Reporting as required by the Executive Director, Board and Sponsor.
- Participates in all CLST meeting and TBT meetings
- Assist with LPDC as needed.
- Instructional Schedules- staff & students
- Assists with Progress Book and notes data from interim and final report cards.
- Participates in the ongoing updates to curriculum resources, supplements and tools for teaching.
- Drafts Monthly staff PD and TBT calendar, meeting schedules and sign in sheets
- Serves as the "Value-Added Leader" for the school.
- Develop and report "action plans" for Improvement as required by the Executive Director.
- Reports assessment data to the Board on a as needed basis.

C) Contracted Services:

- 1) Speech and language pathologist, School psychologist.
 - 2) EMIS - enrollment and submission of accurate EMIS data in DASL, ODEXX, Progress Book and all other required state information systems.
- Collects all required enrollment paperwork, ensures compliance with all documentation required for enrollment.
 - Maintains a working knowledge of computerized systems and applications.

- Assists the School in meeting required reporting deadlines.
 - Maintains knowledge of technical and systemic changes with ODE and attends professional development/classes offered by ODE to implement new systems such as ODEXX.
 - Provides daily, weekly and monthly reports as required or requested.
- 3) **MVECA**- Miami Valley Educational Computer Association- Technology Services and State EMIS Reporting.
- 4) School Breakfast and Lunch Vendor
- 5) IT SERVICES

Recruitment and Retention Plan	8.1	<p>3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.</p>
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Our plan to find and retaining high-quality personnel is as follows:

- 1) Starting the Hiring Process Early and no later than mid-March of each school year,
- 2) Begin staff solicitations with current staff; recruiters and job search engines such as Indeed; LinkdN and the ODE job search website.
- 2) Review forecasting charts and DLT staff recruitment discussions to move recruitment plans forward.
- 3) Promote referrals on campus and with professional networks.
- 4) Share openings at enrollment and community events yearly one on one interviews with staff to discuss retention.

Upon a candidate’s acceptance of the conditional offer, various employment papers are completed, and the appropriate reference and criminal background checks will be executed immediately. The Business Manager monitors state licensing and background document submission. All employment will be in accordance with the following Equal Employment Opportunity policy statement: The laws of the United States and the State of Ohio guarantee equal employment opportunity for all persons, regardless of race, gender, age, religion, national origin, or disability, and provide equal treatment opportunity in all aspects of employment including working conditions, pay, benefits, and advancement.

The teachers employed by, or under contract with, the School shall be certified as required by ORC 3301-24., and applicable federal statutes. Employment practices will address equitable access to excellent educators by ensuring:

1. earlier hiring timelines; competitive salaries;
2. Improved teaching and learning conditions depends on providing educators with opportunities for growth and development. Educators are often not provided sufficient time and opportunity for necessary professional learning experiences both individually and collaboratively.

3. Providing career pathways that provide them with opportunities for leadership; these opportunities encourage them to stay in the classroom. (Evidence shows that lack of career pathways can decrease the retention of strong teachers :Doyle, 2015). Teachers who do exceptional work in the classroom should be rewarded and it is important to re-conceptualize the roles of – and incentives for – teachers who want to pursue leadership opportunities (Curtis, 2013).

4. Supportive Leadership. The Administration will be trained to provide support and/or structures for teaching and professional development.

5. Sufficient Data to encourage strategic staffing and educator development. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the school and the students. Teachers will also be offered competitive bonuses based on student growth in math, reading, science, and social studies; overall academic skills; and overall commitment to the values of the organization.

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
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The student teacher ratio for the school is 25:1.

Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.
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Our staffing projections over the next five years is based upon the proposed enrollment of 150 to 190 students. This aligns with our student/teacher ratios of 1:25 students per classroom.

Staffing Plans are to ensure at least:

- 9 Classroom Teachers (6 certified; 3 RESA Teachers)
- 4 building para-professionals (Licensed)
- 2 Title Reading Teachers (Certified)
- One Title Math Teacher (Licensed)
- One Physical Education Teacher (Licensed)
- One Art Teacher (Non- Licensed)
- One Academic Coach

3 Special Education Teachers (Licensed)
One School Dean (Non-Licensed)
One School Principal (Licensed)
One Building Custodian
One Family Liaison
One Career Planning Coach
One Office Receptionist- EMIS/ Attendance Officer

Performance Framework

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card	5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars	1 Star*	1 Star*

*Schools will receive 0.5 points based on a 1 Star rating if the schools’ overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement *Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
Progress *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
Gap Closing *Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
Early Literacy *Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
Performance Area	Description	Scoring Scale				
		Above Target	Target	Below Target	Far Below Target	

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

<p>Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.</p>		3
		<p>2022-2023 33 *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024</p>
<p>Target Points (at least a 75%): *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.</p>		<p>2021-2022 18 *Based on 2021-2022 local report card</p>
		<p>2022-2023 24.75 *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024</p>

DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card <small>*Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.</small>	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9



Intervention Attachment 6.4

Kindergarten – 12th Grade

(A school that does not offer a grade higher than twelve excluding Dropout Prevention & Recovery Schools)



➤ **Evaluation of Local Report Card Components - Beginning with the 2022-2023 Local Report Card**

- The school should aim to receive a rating of 3 Stars or better in all applicable Ohio Local REPORT CARD **components** on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports.
- A school shall be placed in Level 1 status if it does not receive a rating of 3 Stars or better in all applicable Local Report Card components. The school shall remain in Level 1 status unless it receives a rating of 3 or more Stars in all applicable Local Report Card components, at which point interventions will no longer be required, or it meets the At Risk for Closure Criteria identified below.
- At Risk for Closure Criteria:
 - Any school offering only grades K-3 or lower that receives a performance rating of 1 Star in the early literacy component of the Local Report Card OR receives an overall performance rating of 1 Star or 1.5 Stars;
 - Any school offering any combination of grades K-4 to K-8 and does not offer a grade level higher than ninth grade that receives a performance rating of 1 Star in both achievement and progress on the Local Report Card OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress; or
 - Any school offering any grade levels between 10-12 and is not a Drop-Out Prevention and Recovery School that receives a performance rating of 1 Star in achievement and has not met annual measurable objectives for gap closing OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress.
- When a school meets the At Risk for Closure Criteria it shall be placed in Level 2 status. A school shall progress one level of intervention for each consecutive year that it meets the At Risk for Closure Criteria. A school shall return to Level 1 status when it does not meet the

At Risk for Closure Criteria and a school shall be removed from interventions when it receives a rating of 3 or more Stars in all applicable Local Report Card components.

Level 1	
The Sponsor Will:	The School Will:
A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.	A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
B. Require the School to review or revise and submit a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.	B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in the school Improvement plan action steps.	D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit

	<p>c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.</p>
<p>E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.</p>	<p>E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.</p>
	<p>F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.</p>

Level 2 Actions	
In addition to Level 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials to Sponsor for review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the school improvement plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
	E. Work with sponsor’s school improvement team to continuously monitor progress toward academic goals listed in the school improvement plan.
	F. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from an educational organization that will meet the needs of the school to provide coaching or mentorship. The school will provide evidence of such.
	G. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.

Level 3 Actions	
In addition to Level 1 and Level 2 Supports, the Sponsor Will:	The School Will:
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions and Level 2 Actions.
B. Conduct a mini audit of the school’s instructional program, resources and tools and distribute the findings to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to the Governing Authority with suggestions for modification, deletions, or expansions based on the data.
	C. Based on a school review/audit from external source, implement recommendations as they relate to academic performance to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.

Level 4 Actions (Risk of Academic Probation)	
If the School is not required to close by the Ohio Revised Code, the Sponsor may:	The School Will (If placed on academic probation):
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation ² status is lifted.
C. May place the school in Academic Probation ² status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.
<p><i>Academic Probation status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a 3 Star rating or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority's autonomy.</i></p>	

Attachment 8.3 Disposition of Employees

If the community school established under this chapter permanently closes and ceases its operation as a community school, the assets of that school shall be distributed first to the retirement funds of employees of the school, employees of the school, and private creditors who are owed compensation, and then any remaining funds shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under section 3313.64 or 3313.65 of the Revised Code. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.

In the event the school closes, staff will be assisted in obtaining new employment opportunities. Such assistance will include, resume writing, interviewing skills, and identified openings in other school for which the individual or group is licensed and able to work in the state of Ohio.

Attachment 8.4 Employee Benefits

The Green Inspiration Academy offers health care insurance to all teaching- and non-teaching staff as well as benefits. In addition, STERS/SERS is required and provided where applicable for every school employee.

Excerpt from the GIA Employee Handbook:

SECTION 7 BENEFIT DESIGN AND MODIFICATION

The Green Inspiration Academy reserves the right to design plan provisions and to add, eliminate, or in other ways modify any discretionary benefits described in this Handbook or elsewhere in plan documents, where and when it is deemed in the organization's best interest to do so. These benefits are subject to change depending on management decision and resources. Therefore, it is not appropriate for you to make a serious personal decision based solely on the current presence of an organization benefit.

7.1 Benefit Plan Documents- You will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from the School Business Manager for your review. We ask that you refer any questions about this information to the Executive Director.

7.2 The Green Inspiration Academy Right to Modify

The Green Inspiration Academy reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, The Green Inspiration Academy reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans. For more complete information regarding any of our benefit programs, please contact Human Resources.

7.3 Other Benefits: The Green Inspiration Academy will provide such other benefits to employees as may from time to time be mandated by applicable law and reserves the right at any time and from time to time to terminate, substitute or modify such benefits to the extent permissible under applicable law. All School staff are insured under the School's Liability Insurance for employees.

7.4 COBRA BENEFITS The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health

insurance coverage under The Green Inspiration Academy health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at The Green Inspiration Academy group rates plus an administration fee. The Green Inspiration Academy or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under The Green Inspiration Academy health insurance plan. The notice contains important information about the employee's rights and obligations.

7.5 SOCIAL SECURITY/MEDICARE If you are a full time regular employee contributing to Teachers Retirement System of Ohio, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security Law, there are two ways your Social Security benefit may be affected.

1. Windfall Elimination Provision

2. Government Pension Offset For more information please contact the School Business Manager if you have concerns. The Green Inspiration Academy withholds income tax from all employees' earnings and participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

7.6 RETIREMENT The Green Inspiration Academy requires participation in a state retirement plan (STRS/SERS) for those employees who are eligible to participate.

Assumption for the Fiscal Year 2022

Expected Enrollment													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students	23	12	18	19	18	22	28	25	27				

Expected Instructors													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	24	24	24	24	24	24	24	24	24				

Expected Administrative Staff													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	5	5	5	5	5	5	5	5	5				

All Other Expected Staff													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff	5	5	5	5	5	5	5	5	5				

Expected Purchased Services	
Rent	\$ 149,412
Utilities	\$ 60,817
Other Facility Costs	\$ 39,788
Insurance	\$ 40,401
Management Fee	\$ 120,000
Sponsor Fee	\$ 50,748
Accounting/Audit Fees	\$ 44,211
Contingency	
Transportation	\$ 86,390
Support Services	\$ 245,006
Legal	\$ -
Marketing	\$ 20,212
Consulting	
Salaries and Wages	
Employee Benefits	
Special Education Services	\$ 29,956
Technology Services	\$ 28,054
Food Services	\$ 170,997
Other	\$ 13,991
Total	\$ 1,099,982

Fiscal Year 2022-2026 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Inivictus	\$ 125,500.00	\$ (29,004.00)	\$ 7,530.00	\$ 96,496.00	Inivictus
Charter School Capital	\$ 459,300.00	\$ (423,300.00)	\$ (36,000.00)	\$ 36,000.00	Charter School Capital
AJ Hart	\$ -	\$ -	\$ -	\$ -	
Lawisuit LT	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ 289,036.21		\$ -	\$ 289,036.21	
Total	\$ 873,836.21	\$ (452,304.00)	\$ (28,470.00)	\$ 421,532.21	

Narrative Summary

Name of sponsor: St. Aloysius
 Name of management company: AJ Hart Management, LLC
 Name of treasurer: Darlene Holt

Assumptions Narrative Summary

- 1) Enrollment Trends Enrollment is assumed at 192 in FY 22 remain constant for remaining years due to uncertainty surrounding COVID 19
- 2) Staffing levels Staffing is assumed to be 24 in FY 22 with a reduction in years thereafter. Employees are paid out of both general and federal grant funds. Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, the school provides health insurance coverage to its staff. Benefits are projected to be between 23% to 35% of salaries for FY 2022 --
- 3) Service levels Will be servicing Students K-8
- 4) State foundation Adjustments to account for increase in facilities funding. Foundation to remain at its annual projections without the increase in the per pupil funding.
- 5) Other receipts Is based on refunds and other class level fees
- 6) Operating Disbursements Standard disbursements that are consistent from previous years. Additional expenditures such as enrichment activities have been added due to the creative plans to educate students differently.
- 7) Debt School has a loan with Charter school capital (see above). This is a factoring loan with annual interests of 15%. Capital lease obligations and loans with sister school.
- 8) Purchased Services General fund purchased services are the largest expenditure item. The five largest general fund purchased service items are rent, management fees, repairs/maintenance/trash removal, and utilities. No increases for inflation were projected for FY 2022-2026
- 9) Other objects Other objects do not include audit fees and insurance as the new format requires them to be included in Purchased services. All other fees per the USAS manual are included. AJ Hart Management is the EMO for the school. Per the contract, EMO receives a fee of 10% per month. EMO also is entitled to expense reimbursements and fees for services outside of the management fee.
- 10) Other assumptions All revenues and expenditures are reported on an accrual basis. Salaries and benefits are expected a 3% increase while purchased services and other expenses will remain consistent. of this forecast due to unexpected growth in enrollment, uncertainty of budget cuts passed down through the state. Numerous items for reductions in expenditures and payoff of old existing expenditures are planned for FY 22.
- 11) Federal Revenues Federal funds for fy 22 have been projected to be roughly \$1.1 for food, consolidated, and ESSERs II. There are other grants that were not considered for this budget, yet allocated to the school. Expectations to expend all dollars except for \$105,000.

School Name: Green Inspiration Academy
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 2,068,976	\$ 1,818,042	\$ 1,370,401	\$ 1,163,350	\$ 1,198,250	\$ 1,234,198	\$ 1,271,224	\$ 1,309,360
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	79,328	99,929	105,147	84,668	87,208	89,825	92,519	95,295
Total Operating Receipts	\$ 2,148,304	\$ 1,917,971	\$ 1,475,549	\$ 1,248,018	\$ 1,285,458	\$ 1,324,022	\$ 1,363,743	\$ 1,404,655
Operating Disbursements								
100 Salaries and Wages	\$ 1,138,229	\$ 902,339	\$ 982,548	\$ 1,396,248	\$ 1,438,135	\$ 1,391,279	\$ 1,343,018	\$ 1,383,308
200 Employee Retirement and Insurance Benefits	376,100	333,741	268,762	321,137	330,771	340,694	350,915	361,443
400 Purchased Services	1,201,252	922,291	1,099,982	1,124,905	1,124,905	1,124,905	1,124,905	1,124,905
500 Supplies and Materials	115,213	49,014	82,811	60,065	60,065	60,065	60,065	60,065
600 Capital Outlay -New	-	39,967	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	253,292	135,746	50,006	23,000	5,000	5,000	5,000	5,000
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 3,152,950	\$ 2,383,099	\$ 2,383,099	\$ 2,925,355	\$ 2,958,877	\$ 2,921,944	\$ 2,883,903	\$ 2,934,721
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (1,004,646)	\$ (465,128)	\$ (465,128)	\$ (1,677,338)	\$ (1,673,419)	\$ (1,597,922)	\$ (1,520,161)	\$ (1,530,066)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 505,695	\$ 600,591	\$ 1,100,663	\$ 1,520,318	\$ 1,100,000	\$ 1,066,143	\$ 1,336,143	\$ 1,316,143
State Grants (3200, except 3211)	2,629	95,269	377,007	293,390	293,390	293,390	293,390	293,390
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	9	8	15	16	9	9	9	9
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	(86,160)	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 422,173	\$ 695,868	\$ 695,868	\$ 1,813,724	\$ 1,393,399	\$ 1,359,542	\$ 1,629,542	\$ 1,609,542
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (582,473)	\$ 230,740	\$ 230,740	\$ 136,386	\$ (280,019)	\$ (238,380)	\$ 109,382	\$ 79,476
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ 727	\$ 231,467	\$ 462,208	\$ 598,594	\$ 318,575	\$ 80,195	\$ 189,576
Fund Cash Balance End of Fiscal Year	\$ 727	\$ 231,467	\$ 462,208	\$ 598,594	\$ 318,575	\$ 80,195	\$ 189,576	\$ 79,476
Disclosure Items for State Fiscal Stabilization Funds								
Personal Services SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employees Retirement/Insurance Benefits SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchased Services SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies and Materials SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Outlay SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures - SDFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assumptions								
Staffing/Enrollment								
Total Student FTE	210	270	230	153	158	162	167	172
Instructional Staff	21	21	25	20	20	20	20	20
Administrative Staff	2	2	3	2	2	2	2	2
Other Staff	3	3	1	2	2	2	2	2
Purchased Services								
Rent	\$ 270,897	\$ 235,000	\$ 149,412	\$ 150,108	\$ 150,108	\$ 150,108	\$ 150,108	\$ 150,108
Utilities	\$ 33,270	\$ 55,424	\$ 60,817	\$ 47,476	\$ 47,476	\$ 47,476	\$ 47,476	\$ 47,476
Other Facility Costs	\$ 44,206	\$ 30,636	\$ 38,788	\$ 85,520	\$ 85,520	\$ 85,520	\$ 85,520	\$ 85,520
Insurance	\$ 20,411	\$ 31,787	\$ 40,401	\$ 32,520	\$ 32,520	\$ 32,520	\$ 32,520	\$ 32,520
Management Fee	\$ 156,761	\$ 120,000	\$ 120,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000
Sponsor Fee	\$ 48,169	\$ 54,541	\$ 50,748	\$ 45,942	\$ 45,942	\$ 45,942	\$ 45,942	\$ 45,942
Accounting and Audit Fees	\$ 43,022	\$ 41,455	\$ 44,211	\$ 49,442	\$ 49,442	\$ 49,442	\$ 49,442	\$ 49,442
Contingency	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ 950	\$ -	\$ 86,390	\$ 121,554	\$ 121,554	\$ 121,554	\$ 121,554	\$ 121,554
Legal	\$ 68,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing	\$ 2,880	\$ 13,169	\$ 20,212	\$ 20,114	\$ 20,114	\$ 20,114	\$ 20,114	\$ 20,114
Consulting	\$ 50,727	\$ 166,500	\$ 245,006	\$ 188,409	\$ 188,409	\$ 188,409	\$ 188,409	\$ 188,409
Salaries and Wages	\$ -	\$ -	\$ 28,054	\$ 36,739	\$ 36,739	\$ 36,739	\$ 36,739	\$ 36,739
Technology Services	\$ -	\$ -	\$ 29,956	\$ 42,592	\$ 42,592	\$ 42,592	\$ 42,592	\$ 42,592
Special Education Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Services	\$ 153,333	\$ 66,951	\$ 170,997	\$ 149,369	\$ 149,369	\$ 149,369	\$ 149,369	\$ 149,369
Other	\$ 308,026	\$ 80,527	\$ 13,991	\$ 15,121	\$ 15,121	\$ 15,121	\$ 15,121	\$ 15,121
Total	\$ 1,201,252	\$ 922,291	\$ 1,099,982	\$ 1,124,905	\$ 1,124,905	\$ 1,124,905	\$ 1,124,905	\$ 1,124,905
Financial Metrics								
Debt Service Payments	\$ 86,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	-5.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1320000
Benefits based on 23% of salaries

includes invictus 125,000 to pay back over a 4 year period of 31,250

29004

average federal

1,541,408.21

Assumptions addition: based on the per pupil formula transition supplement, it appears that the funding will be based on the FY 22 per pupil data for FY 23. If at the rate we are going, the fte projected at the end of FY 22 will be 183 which means a reduction of funding.

230 187 0.813043478

Reduction in rents after FY 21 144000
Reduction in utilities to half
Reduction in facility cost to half

135000
total state support 1,531,408

reduction in consulting services after year 2023

Growth in Enrollment	0.00%	28.57%	-14.81%	-33.48%	3.00%	3.00%	3.00%	3.00%
Growth in New Capital Outlay	0.00%	0.00%	-100.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-10.72%	-23.07%	-15.42%	3.00%	3.00%	3.00%	3.00%
Growth in Non-Operating Receipts/Expenses	0.00%	64.83%	0.00%	160.64%	-23.17%	-2.43%	19.86%	-1.23%
Days of Cash	0.00	0.00	0.10	0.16	0.20	0.11	0.03	0.06

Assumptions Narrative Summary

Fiscal Year 2022-2026 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 459,300	\$ (423,300)	\$ (36,000)	\$ -	Charter School Capital
Loan B	\$ 125,500	\$ (29,004)	\$ (7,530)	\$ 88,966.00	Wicvictus High Scho
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ 43,794	\$ (37,592)	\$ (6,202)	\$ -	Delange
Payables (Past Due 180+ days)	\$ 289,036	\$ -	\$ -	\$ 289,036.21	Dinsmore/Mgmt
Total	\$ 917,630	\$ (489,896)	\$ (49,732)	\$ 378,002.21	

6569.1

Assumptions Narrative Summary

- 1) Enrollment Trends
Enrollment is assumed at 153 in FY 23 and will gradually increase by 3%
- 2) Staffing levels
Staffing is assumed to be 24 in FY 23 and will increase as enrollment increases by 3% (goal). Employees are paid out of both general and federal grant funds. The forecast assumes changes in salary costs for years after FY 22
- 3) Service levels
Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, the school provides health insurance coverage to its staff. Benefits are projected to be between 23% to 35% of salaries for FY 2022 – FY 2026. 3% cost of living increases projected for future years. Will be servicing Students K-8
- 4) State foundation
Based on annual foundation with a slight increase of 3% with expected enrollment increases
- 5) Other receipts
Is based on refunds and other class level fees
- 6) Operating Disbursements
Assumes reduction of purchased services expenditures over a 4 year period through 2026. Disbursement are reported on an accrual basis. School has a loan with Charter school capital (see above). This is a factoring loan with annual interests of 15%. Capital lease obligations and loans with sister school. The capital lease payments are made monthly and not allocated out on a separate line item. The capital lease obligations will end in year FY 23. The loan with sister school is projected to be paid by FY 26 if not sooner. In April 2023, Charter School Capital has a zero balance.
- 7) Debt
General fund purchased services are the largest expenditure item. The five largest general fund purchased service items are rent, management fees, repairs/maintenance/trash removal, and utilities. Slight increases for inflation were projected for FY 2023-2026 for utilities
- 8) Purchased Services
Other objects do not include audit fees and insurance as the new format requires them to be included in Purchased services. All other fees per the AJ Hart Management is the EMO for the school. Per the contract, EMO receives a fee of 11,500 per month. EMO also is entitled to expense
- 9) Other objects
All revenues and expenditures are reported on an accrual basis. Future years will remain constant for purposes of this forecast due to unexpected growth in enrollment, uncertainty of budget cuts passed down through the state.
- 10) Other assumptions
- 11) Federal Revenues
New grants for years 2022 and thereafter related to ESSERS and other covid related grants. Average federal revenues for years 23 and thereafter

Total Expenditures per pupil

FY 22	19,119.97
FY 23	18,775.79
FY 24	18,001.39
FY 25	17,249.54
FY 26	17,042.24

IRN No. 134197

Community School Budget
School Name Green Inspiration Academy
Budget for Fiscal Year 2022

County: Cuyahoga

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ 722,006	\$ 124,001	\$ 149,500								\$ 995,507
Retirement Fringe Benefits 200	\$ 176,447	\$ 31,000	\$ 37,375								\$ 244,823
Purchased Services 400	\$ 296,066	\$ 292,177	\$ 157,313	\$ 44,000	\$ 238,509	\$ 86,390	\$ 170,997				\$ 1,285,451
Supplies 500	\$ 49,650	\$ 6,491	\$ 3,887		\$ 18,239						\$ 78,267
Capital Outlay 600											\$ -
Other 800				\$ 100,191.71							\$ 100,192
Total	\$ 1,244,169.22	\$ 453,689.10	\$ 348,074.97	\$ 144,191.71	\$ 256,747.64	\$ 86,390.00	\$ 170,996.64	\$ -	\$ -	\$ -	\$ 2,704,239

966387.61 \$ 29,119
 1099982
 \$ 185,469

Budget Per Pupil

Estimated Student Enrollment	187	\$6,653.31	\$2,426.04	\$1,861.36	\$771.08	\$1,372.98	\$461.98	\$914.42	\$0.00	\$0.00	\$0.00	\$14,461.17
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