

Ohio Community School Contract

This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2020, is made and entered into between the Ohio Department of Education (the "Sponsor") and the governing authority ("Governing Authority") of Global Village Academy, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

Background Information

- A. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools and establish the Ohio Department of Education Office of Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.
- B. The Governing Authority of School desires to continue to operate under the oversight of Sponsor.
- C. The Ohio Department of Education ("Department") approved the continuation of sponsorship for a term of 7 years.

Provisions

Now therefore, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:

Section 1

1.1 Authority to Operate and Term.

- A. The Sponsor agrees that the Governing Authority may continue to operate a start-up brick and mortar Ohio public community school as permitted by law subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Contract.
- B. This Agreement is effective as of July 1, 2020 and shall continue through June 30, 2027. Any renewal of the School shall be subject to the School meeting requirements of this agreement including performance standards, meeting the application criteria of the Sponsor and is subject to the provisions of ORC 3314.07.
- C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant Federal and/or State law and this Contract.
- D. Except as otherwise permitted by this Contract, or the Sponsor, contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the suspension or termination of this Contract, provided such a provision is agreed upon by the third party.

- E. Before executing this Contract, the School's Governing Authority must pass a resolution in an open board meeting approving the Contract and authorizing one or more individuals to execute this contract for and on behalf of the School's Governing Authority with full authority to bind the School's Governing Authority.
- F. The Governing Authority shall employ an attorney independent from the Sponsor and the operator (education or charter management company), if applicable, for any negotiation of this Contract or its amendments.

1.2 Community School Corporate Status.

The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this Agreement as **Attachment 1**. The School has applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt status letter is attached to this Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor policies. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act and Open Meetings Act.

- A. Compliance with Agreement. The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local law.
- B. Corporate Purpose. The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.
- C. Governance. The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement and state and federal law. The Articles of Incorporation and Appointment of Statutory Agent are attached to this agreement as **Attachment 1**.
- D. Code of Regulations (Bylaws). The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located. No member of the Governing Authority shall serve on the Governing Authority of more than five community schools at the same time as outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a school district board of education. The names, mailing addresses, electronic mail addresses, home and work telephone numbers, biographical vitae accurately reflecting experience, education, and other professional information of the current members of the Governing Authority is provided to the Sponsor on at least an annual basis or within ten (10) days of any change of Governing Authority membership. The School shall promptly notify the Sponsor of any changes in Governing Authority membership. The names and contact

information, including phone and email used for School business are attached to this Agreement as **Attachment 3**. A description of the process by which the Governing Authority of the School shall be selected in the future and the process by which the Governing Authority addresses conflicts of interest shall also be included in **Attachment 3** unless these processes are outlined in the Code of Regulations, attached to this Agreement as **Attachment 4**.

- E. Membership of Governing Authority. The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation. No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of any operator of any community school, unless at least one (1) year has elapsed since the conclusion of the person's membership. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to release their criminal background check to the Sponsor. In addition, beginning on July 1, 2020 the Governing Authority members shall undergo an annual verification that no findings for recovery have been issued against any member of the Governing Authority. If a finding for recovery is found, the member must immediately resign from the Governing Authority and may not serve until such time that all findings for recovery have been resolved.

Each member of the Governing Authority shall annually by September 30 of each year or within 30 days of becoming a member of the Governing Authority file a conflict of interest disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:

- a. The Sponsor;
- b. The Operator as defined by ORC 3314.02(A)(8);
- c. A school district or educational service center that has contracted with the School;
or
- d. A vendor that is or has engaged in business with the School.

Annually, the Governing Authority must provide the following items to the sponsor no later than **September 30** of each year or within thirty (30) days of becoming a member of the Governing Authority:

- Resume or biographical vitae
- Signed Annual Conflict of Interest Disclosure Statement
- Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).

At all times the Sponsor's designee shall be granted all rights and privileges associated with being an ex-officio non-voting member of the Governing Authority but shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority.

The Governing Authority, the members shall complete the following trainings within six (6) months of being elected or appointed by the Governing Authority: a minimum of five (5) hours of governing authority training by an entity pre-approved by the Sponsor, at least two (2) hours of which are on public records and open meetings laws. All members must attend at least five (5) hours of training with at least (2) hours of which are on public records and open meetings law conducted by the Governing Authority's counsel or an entity pre-approved by the Sponsor, for each year of their first term serving on the Governing Authority. If serving for subsequent terms, the Governing Authority members must complete at least five (5) hours of similar training every two (2) years thereafter. As required by ORC 3314.037, the members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer and other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School shall complete training on an annual basis on the public records and open meetings laws, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d). Evidence of completed training must be provided to the Sponsor as stated in Section 2.2(e)(xvi)(d)(4).

The Governing Authority may provide by resolution for the compensation of each of its members in accordance with Ohio law. However, no individual who serves on the Governing Authority shall be compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves. Each member of the Governing Authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three (3) hours or less in length and one hundred twenty-five dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

- F. Meetings. Governing Authority must hold a minimum of **six (6)** regular meetings per year and notice of such regular meetings shall be provided to the Sponsor in writing at the beginning of each school year or at least seven business days prior to such meeting. Notice of special meetings must be sent to the Sponsor as soon as scheduled and in no case with less than 24 hours advanced written notice along with telephone call invitation. The Governing Authority shall adopt a policy stating how it will notify the

public of all meetings and comply with Ohio open meetings laws. Minutes of each meeting must be provided to Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.

- G. Dissolution. Upon ceasing operations of the School and dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor. The School shall comply with all closure and dissolution provisions required by the Department and contained in ORC Chapter 3314 and ORC Chapter 1702 and stated in Section 11 of this Agreement.
- H. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. The Treasurer shall be responsible for ensuring that school funds are properly spent and accounted for each month to the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply with this section may result in immediate action by the Sponsor up to and including termination.

1.3 Community School Leadership

Oleh J. Holowatyj is responsible for the daily operations of the School. The Governing Authority authorizes Superintendent the on-site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's Leader.

The organizational structure and management/administration, employee and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Attachment 5**. A written narrative that describes the working relationship and responsibilities with each entity (for example the management company roles and school roles) and school personnel job descriptions must be included in **Attachment 5**. Any modification to the organizational structure must be submitted in writing to the Sponsor prior to implementation.

1.4 Opening.

The School shall meet all the Opening and Closing Assurances described in **Appendix 1 and provide required documentation as evidence to Sponsor**, or as contained in ORC Chapter 3314 and as modified by the Department, no later than ten business days **before** the School's first date of instruction in year one of the School's operations. Subsequent years will follow Sponsor requirements. Failure to timely fulfill any material term of the Opening and Closing Assurances shall be considered a material violation of conditions, standards, or procedures provided for in the Agreement and shall be grounds for Sponsor intervention or revocation of the Community School Contract pursuant to Section 2.4 or Section 11.3 of the Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in paragraph 5.3.

1.5 Required Sponsor Training.

The School agrees to attend all required trainings provided by the Sponsor for which at least two-week notice is provided. Mandatory trainings include annual August in-person all-school training/conference and up to six (6) mandatory in-person/telephone/skype professional development conferences per year. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training session required by the Ohio Department of Education.

Section 2

2.1 Sponsor Rights and Responsibilities

- A. Right to Review. Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor and subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA"). Records include, but are not limited to the following:
- a. School policies, procedures, records, including but not limited to, student cumulative files, and student records including individualized education programs ("IEPs" and evaluation team reports ("ETRs") with student personally identifiable information and other protected information redacted;
 - b. Corporate records of the School including governing authority meeting minutes;
 - c. Financial records
 - d. Educational program, including test administration procedures and student protocols;
 - e. Personnel records, including evidence that criminal background checks have been conducted, with confidential information such as medical information and social security numbers redacted;
 - f. School operations, including health, safety and occupancy requirements; and,
 - g. Inspection reports of the facility or facilities.

The Sponsor may visit the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be announced and prearranged in a professional manner to avoid needless disruption of the School's educational and testing process and programming.

- B. Complaints. The Sponsor agrees to notify the School as soon as practicable regarding any substantive complaints about the School that the Sponsor receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the

complaint by the Sponsor and shall include information about the substance of complaint. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, review of records, interviews with school staff and submission of evidence of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory or if the School needs to take further action to resolve the complaint.

- C. School Health or Safety Issues. The School shall immediately notify the Sponsor by e-mail, or any other method practical given the emergency, of any circumstances requiring School closure, lockdown, or any other action that may affect School health or safety as soon as practicable. The School shall provide a calendar of planned emergency drills including, without limitation, fire, tornado, lockdown drills.
- D. Academic Performance Data Monitoring and Review Process. Annually, the Sponsor will review the School's most recent report card. The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan developed under the Ohio Improvement Process should be modified based upon the report card data. The School has established multi-year academic improvement goals and targets that are agreed to by the School and Sponsor. These goals may be amended from time to time based upon review of data, such amended goals may be amended after approval by the Sponsor and the Governing Authority. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that may be added during the term of this Agreement. The Sponsor will annually review the performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework is attached as **Appendix 2**.
- E. Access to Student Records. The School shall annually make available upon request of the Sponsor information regarding special education and related services for students of the School to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. The School shall timely make available to the Sponsor information regarding special education and related services for students of the School. The Sponsor shall use such information exclusively for fulfillment of its oversight and monitoring responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

2.2 School Rights and Responsibilities

- A. Compliance with ORC Chapter 3314. The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended during the term of this Agreement. The School further agrees that it will comply with the following to the extent that the provisions apply to the School as identified in paragraph 1.1(a):
- a. Provide learning opportunities to a minimum of forty (40) students, subject to the agreed minimum enrollment set forth in Section 5.3, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.;
 - b. Comply with ORC 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), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.536 (School safety plan for each school building), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 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), 3313.6024 (Reporting on prevention-focused programs) 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil; from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.67 (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), 3313.716 (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), 3313.7112 (Diabetes care), 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), 3313.818 (Breakfast programs), 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), 3319.073 (In-service training in child abuse prevention programs), 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019); 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of any absent student), 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), 3321.191 (Board to adopt policy regarding habitual truancy – intervention strategies), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), ORC 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) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time.

c. Comply with ORC Chapter 102. And ORC 2921.42.

d. Comply with ORC 3313.61, 3313.611, and 3313.614 including compliance with ORC 3313.603 except that for students who enter ninth grade for the first time

before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the governing authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under 3313.603(D) or (F). The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under ORC 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting high school credit to students who demonstrate subject area competency through work-based learning experiences, internship, or cooperative education developed by the Department pursuant to ORC 3313.603(J)(3). If the School is a high school program and will be offering career technical or CBI programs, the plan description for these programs must be included, that complies with the criteria for student participation in ORC 3314.08(H)(2).

- e. Per ORC 3314.03(A)(11)(g), submit, within four months after the end of each school year, a report in a format approved by the Sponsor of its activities and progress in meeting the all applicable report card measures the unique objectives of the Educational Plan which are in **Attachment 6** and its progress in meeting contractual academic and performance goals and standards and its financial status and progress of meeting the goals and standards of this Contract to the Sponsor and the parents of all students enrolled in the School.
- f. Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.
- g. Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- h. Recognize the following:
 - The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations.
 - The authority of the Department, as the community school oversight entity, to suspend the operation of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School

that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

- i. Comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).
- j. If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.
- k. The School must arrange for providing healthcare and benefits to employees.
- l. If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.
- l. If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule and must comply with the requirements stated in the Specialized Education Model Requirements in **Appendix 4**.

- n. The Governing Authority of the School must adopt an enrollment and attendance policy and ensure that the School enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address.
- o. The Governing Authority of the School must adopt a policy and process by which student residence and addresses are verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.
- p. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following:
 - An internet or computer-based community school; or
 - A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
- q. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment from time to time by the General Assembly. All references in this agreement to Ohio Revised Code (ORC) Sections shall refer to most current statute as amended from time to time during the term of this Agreement.
- r. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel,

terminate, or non-renew effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff.

- s. The Governing Authority of the School and the Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, before the end of the fiscal year to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider potential amendments to its language that will be incorporated by mutual agreement of the Parties.
 - t. If the School opened after 2/1/2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.191 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or a written guarantee or payment which shall obligate the management company to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.
- B. Records. The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. **The School further agrees to assist the Sponsor in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to assist the Sponsor in evaluating and monitoring the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); OEDS data, and the Compliance System so that the Sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor. Further, the School agrees to consent and sign any documentation required to grant access to any of the systems.**

The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Office of the

Ohio Auditor of State and are statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal year as currently required, or as may be amended during the term of this Agreement.

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

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

The costs of the audit shall be paid by the School. Prior to ordering the special financial audit the Sponsor shall notify the School Governing Authority of its intention to order such and provide it a written explanation as to why such a request is being made. The Sponsor shall give the School thirty (30) days to cure any perceived financial issue prior to ordering the special financial audit.

C. Notification Provided to the Sponsor.

- a. Timely Notice. The School shall within twenty-four (24) hours notify the Sponsor, the Department, and other appropriate authorities in the following situations:
 - The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
 - Any complaints filed against the School by any governmental agency.
- b. Immediate Notice. The School shall immediately notify the Sponsor of any of the following:
 - Conditions that may cause it to vary from the terms of this Agreement, applicable Sponsor requirements, or applicable federal or state law or administrative rule;
 - Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
 - The arrest, dismissal or resignation of any members of the School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the School shall also provide a written report of the information known at the time of the notification. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required;
 - Misappropriation of funds or suspected misappropriation of funds;

- A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
 - A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
 - Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, treasurer, or any employee of the School.
- D. Compliance. The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools.
- E. Reports. The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual reports include, but are not limited to:
- a. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan, which is in **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;
 - b. Required financial reports including budget and enrollment records on a **monthly basis** in the format and with attachments prescribed by the Sponsor and pursuant to ORC 3314.023 and 3314.024 as applicable;
 - c. Statistical reports including financials, expenditures, income and debt statements, enrollment, state and pay turnover, expulsions, suspensions, and any other matter that relates to the financial stability or instability of the School in the format including any relevant attachments that the Sponsor requests, **on a monthly basis**;
 - d. The Governing Authority shall submit within **four (4)** months after the end of each school year a report of the School's activities and progress in meetings goals and standards of the School and the School's financial status to the Sponsor, and the parents of all students enrolled in the School This report shall comply with Section 2.2(a)(v) of this Agreement and **a draft report shall be provided to the Sponsor for review and input at least three (3) weeks prior to the distribution of the report**. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor and present the annual report to the Sponsor in detail for discussion;
 - e. The Governing Authority shall report **annually** to the Sponsor and the Department of all reporting requirements set forth by ORC Chapter 3314,

including, but not limited to the reporting requirements set forth in ORC 3314.08(B);

- f. Projected enrollment – **January 1** of each fiscal year;
- g. Financial Plan by **August 1** of each fiscal year;
- h. Annual School budget approved by Governing Authority – ORC 3314.032 requires Governing Authority adoption by October 31 of each fiscal year. The annual Governing Authority adopted budget with the approved and signed Governing Authority meeting minutes documenting approval of the annual budget shall be submitted in final form to the Sponsor no later than **October 20 of each year**;
- i. Five-year forecasts twice per year as required by Ohio Law and collected by the Sponsor (**November and May**).
- j. Transcripts of all students graduating at any time during the school year by July 1. Only the transcript shall be provided electronically to Sponsor.
- k. Any adjustments to the annual budget approved by the Governing Authority – within five (5) days of approval;
- l. Annual audit – upon release by the Auditor of State and **no meetings including pre-audit and post-audit conferences with the Auditor of State or his designee may be waived**, and the School must provide notice of all meetings (pre-audit and post-audit) to the Sponsor;
- m. End of year cash balance – within 30 days of the end of the fiscal year;
- n. School calendar – **July 1** of each fiscal year;
- o. Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – as required by the Sponsor Opening Conditions; and,
- p. Safety School Plan. The School shall comply with the requirements outlined in ORC 3313.536 and corresponding regulations and complete the required information annually by July 1. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 3313.536 to local responders.
- q. Governance Information:
 - Governing Authority membership including member names, contact information, the term beginning and end date, and any office the member holds on the Governing Authority – at contract execution and upon any changes in Governing Authority membership;
 - Governing Authority member conflict of interest disclosures – at contract execution and upon any changes in Governing Authority members;
 - Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of all background checks;
 - Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing Authority's expense, on all topics required by law and the by Sponsor, including, but not limited to: community school

- laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings;
 - Evidence verifying that a finding for recovery has not been issued by the auditor of state against any member of the Governing Authority, the operator, or any employee of each community school as required by Sponsor Opening Conditions and as updated as necessary throughout the year;
 - Current Code of Regulations – within ten (10) business days after any material changes; and,
 - Current Articles of Incorporation and Statutory Agent Information – within ten (10) business days after any material changes.
- s. Insurance certification – as required by Sponsor Opening Conditions each fiscal year;
 - t. Updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
 - u. A detailed accounting of the nature and costs of goods and services that the operator provided to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty percent (20%) of the School's gross annual revenues; and,
 - v. The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedure regarding internal financial controls annually by August 1 of each year throughout the term of this Agreement.
- F. Indemnification. To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

2.3 Sponsor School Dispute Resolution Procedures

All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

- A. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- B. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the

other party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.

- C. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon by the parties, if one mediator cannot be agreed upon then each party will select one mediator and a request will be made for the Columbus Bar Association to appoint one mediator. The notice for non-binding mediation shall be in writing to the other party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Governing Authority meeting at which the matter is discussed. If non-binding mediation does not resolve the dispute, then the Parties may pursue any available legal remedies.

2.4 School Violations of Law or this Agreement

If the School is subject to nonrenewal or revocation for any reasons listed in the Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to initiating revocation or suspension in accordance with Section 11.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send notice as provided in subsection E below.

- A. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it is reasonably determined that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails to:
- a. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time.
 - b. Achieve Sponsor requirements; or
 - c. Implement its educational program as described in this Agreement after a reasonable period of time, or
 - d. Fails to complete two or more required reports by the established deadlines.
- B. Improved Submission. If the School's report card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures.
- C. Weekly Monitoring. The Sponsor may require weekly in-person meetings with the President of the Governing Authority and/or the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted pursuant to Section 2.4(A.) above. The date, time, and location of all

- meetings shall be mutually determined by the Parties. The meetings may be in-person or held via teleconference, or videoconference, as determined by the Parties.
- D. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense which expense and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted pursuant to Section 2.4(A.) above, after giving the School an opportunity to cure any perceived deficiencies
- E. Procedural Guidelines for School Violations of Law or this Agreement. Prior to applying a remedy other than seeking termination, suspension pursuant to ORC 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the extent practicable, engage in a due process procedure below:
- a. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 - b. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five business (5) days.
 - c. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in section 2.3.
- F. Sponsor Violations of School Law or this Agreement. If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.3.-Moreover, the School Governing Authority may choose to terminate this Charter prior to its expiration for failure of the Sponsor to meet its obligations to the School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised Code.
- G. Request of New Sponsor. There is nothing in this Agreement that prohibits the School from submitting a request to enter into a new contract with a new sponsor prior to the expiration of this Agreement pursuant to the provisions of ORC 3314.034.

Section 3

3.1 Governance

The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The School's Governing Authority will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall be made in accordance with the procedures described in Section 1.2(C) of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents or other constituents, that significantly increases the number or percentages of votes required to take

major actions, that changes the selection method or qualifications of the Governing Authority or changes the purpose of the entity.

3.2 Transparency

The School shall make Governing Authority adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy and disclosure process. The **conflict of interest policy** shall address public officers, ethics, conflict rules, corporate conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity, IRC conflict rules.

3.3 Contracting with an Operator or Management Company

Pursuant to relevant law, the School may contract with a third-party operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause and a provision or separate assurance as to cooperation for Sponsor evaluations. The operator contract or management agreement is attached as **Attachment 7** and must meet the requirements of the **Sponsor Operator Guidelines Appendix 3**. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority. In addition, the Governing Authority must continue to contract with an independent treasurer and the Sponsor will not approve any waivers or resolutions to allow the Operator or Management Company to provide treasurer services for the School.

The School shall provide a copy of the agreement between the Operator or Management Company and the Governing Authority within **ten (10)** business days of entering into, modifying or renewing any Sponsor approved operator agreement.

The School shall follow applicable law, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The Sponsor encourages the School to adopt policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review contracts on a case-by-case basis as requested by the School.

The School shall employ an attorney who shall be independent of the operator for service related to the negotiation of the School's contract with the operator and other matters should the School and operator become averse to each other in any particular matter.

All new or renewed operator agreements entered into on or after February 1, 2016 must comply with ORC 3314.032(A) and shall include the following:

- A. The criteria to be used for early termination of the operator;
- B. The required notification procedure and timeline for early termination or non-renewal of the operator contract; and,
- C. A stipulation of which entity owns all School facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator.

Any stipulations regarding the property must comply with the requirements of ORC 3314.0210.

The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, and said entity shall also be independent from the operator.

The School shall complete an evaluation of the Operator or Management Company annually in compliance with the standards set forth and developed by the Governing Authority of the School.

3.4 Volunteer Requirements

Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers that come into regular or unsupervised contact with students shall be required to submit to a background check. A copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be provided to the Sponsor.

3.5 Fiscal Year

The fiscal year for the School shall commence July 1 and end June 30 of each year.

Section 4

4.1 Operational Powers

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of the School as provided for in ORC 3314.073.

4.2 Evaluations and Trainings

- A. Superintendent Evaluations. The Governing Authority shall conduct an annual performance evaluation of the superintendent of the School. The evaluation shall be reported to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the evaluation as part of the School's annual performance evaluation.
- B. Employee Evaluations: The superintendent or his/her designee shall conduct performance evaluations of the School's employees at least annually. The School may, but is not required to use the teacher and/or principal evaluation systems under Chapter 3319 of the Ohio Revised Code. In addition, the School is exempt from the requirements for teacher employment and contract requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including requirements and procedures for non-renewal and termination of teacher contracts.
- C. Annual Evaluations. The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal performance and the organization and operation of the School. The Sponsor will review the past year's academic report card measures and the most recent report card for the School. The Sponsor shall also perform a performance evaluation in compliance with the Performance Framework attached as **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct high-stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time-to-time upon the mutual agreement of the Parties.
- D. Compliance. The Governing Authority and administration shall 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. Annual file updates per checklists provided by the Sponsor;
 - b. Annual on-site visits conducted by the Sponsor;
 - c. School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Ohio Department of Education;
 - d. Monthly reviews of financials, enrollment records, and attendance monitoring;
 - e. Access to read-only academic and financial data and data systems;
 - f. Other appropriate requests for information, desk audits, or on-site visits from the Sponsor, the Ohio Department of Education or the Auditor of State.

4.3 Transportation

The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to students attending the School. In providing all or partial transportation, the School shall comply and ensure that its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

4.4 Food Services

The School shall provide free- and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

4.5 Insurance

The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and Sponsor where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional insured on the policy and certificate holder.** The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below.

- A. Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the aggregated with an excess of umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000.
- B. Officers, directors and Employee's errors and omissions. \$1,000,000.
- C. Property insurance. As required by landlord or if building owned then sufficient insurance as determined by mortgage company or the replacement value of the property.
- D. Motor vehicle liability. If appropriate, \$1,000,000; and
- E. Workers' compensation. As required by state law

All insurance certificates are attached as **Attachment 8**.

The Sponsor shall provide at least sixty (60) days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide current certificates of insurance to the Sponsor by July 1 annually. All the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The school is solely responsible for any deductibles payable under the policies purchased by the School.

4.6 Monies to be set aside in the event the School closes

The School shall either maintain one month of operating expenses in its bank account at all times or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a treasurer through the closure and costs associated with the closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the School.

4.7 Technology

If the School applies for E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines. All technology plans must be updated as required and submitted as required by law, rule or regulation.

Section 5

5.1 School Grade Levels

The School is authorized to serve students in grade Kindergarten through grade 8. The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a Governing Authority approved contract modification request including evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a contract modification approval of the Sponsor, which shall not be unreasonably withheld.

5.2 Student Demographics

As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, and procedures described in **Attachment 9**.

5.3 Maximum and Minimum Enrollment

The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a minimum of twenty-five (25) students and with the admission requirements set forth in ORC 3314.06 and 3314.061.

5.4 Eligibility for Enrollment

The School shall limit enrollment of students accepted through the process outlined in section 5.5 Admissions Procedures, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with applicable State and Federal law and policy. If the School utilizes a lottery, the School must ensure that it complies with ORC 3314.06(G) and the school admission and lottery policies.

5.5 Admissions Procedures

The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are specified in **Attachment 9**.

5.6 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- A. Following the application deadline and upon completing a lottery, if appropriate, the School shall obtain the most recent Individualized Education Plan (IEP) or Section 504 Plan and Evaluation Team Report (ETR), if any;
- B. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities and Sponsor requirements and procedures concerning the education of students with disabilities;
- C. When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal, or another designated administrator as provided under state and federal law, shall convene an IEP Team meeting; and,
- D. Upon admission of any handicapped and/or disabled student, the School shall comply with federal and state laws regarding the education of such students.

5.7 Participation in Schools

No student may be jointly enrolled full-time in the School and another district or community school; however, students enrolled in the School may participate in career and technical programs and College Credit Plus programs.

5.8 Expulsion, Suspension and Denial of Admission

The School shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things the types of misconduct for which a student may be suspended, expelled or removed and that due process related thereto and is included in **Attachment 10**. The School's policy and practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. Those policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

5.9 Continuing Enrollment

Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion or graduation and unless the student is properly withdrawn from the school.

5.10 Attendance

The School shall immediately adopt a dismissal procedure and an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School's attendance policy must be available for public inspection. The School's attendance policy and participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule or regulation thereto.

Section 6

6.1 Vision, Mission, and School Goals

The School shall follow the unique vision, mission, focus of the curriculum as set forth in **Attachment 6**, School Education Plan which has been approved by the Sponsor. The education plan shall address the School's mission, academic SMART goals, and instructional methods. The School shall be measured on their progress toward its goals as detailed in **Attachment 6**, using the attached Sponsor Performance Framework in **Appendix 2**. The School Education Plan must include a description of learning opportunities offered to students both classroom-based and non-classroom based. The School Education Plan shall not be modified or revised without prior written consent and approval of the Sponsor.

6.2 Sponsor Academics, Finance, Governance, and Operations Standards

The School shall meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the school academic performance after the release of the local report card. The Sponsor Performance Framework is included in **Appendix 2**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes.

6.3 Academically Exceptional Students

The School shall identify academically low-achieving, at-risk students, and other "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

6.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or Dropout Prevention and Recovery Program

Unless the School operates an on-line (e-school) as identified in paragraph 1.1(A), the School's educational program as currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such on-line programs unless necessary for distance learning during periods of school building closure. This paragraph does not apply to schools identified as on-line (e-schools) in paragraph 1.1(A).

If the School operates a specialized program as identified in paragraph 1.1, the School shall comply with the Specialized Program Requirements set forth in **Appendix 4**.

6.5 Curriculum, Instructional Program and Pupil Performance Standards

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by the School shall

meet or exceed the Ohio Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

The School shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the assessment tools identified in the educational program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor. The School must submit a calendar of assessments to the Sponsor prior to the start of each academic year.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor performance standards outlined in **Appendix 2** and such other standards required by law or recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6**, and changes will not be implemented without prior written approval by the Sponsor.

The School may offer Credit Flexibility for students in grades 7 through 12 if the instructional program specifies the credit flexibility plan for the School, the School has adopted a program and process that is approved by the Sponsor, and an individualized credit flexibility plan is written for each student that includes goals, assessment, defines how the student will demonstrate knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a student is not successful in demonstrating knowledge and skills, the student will not earn credit through credit flexibility.

6.6 Graduation Requirements

If the school serves High School, the School shall develop and submit to the Sponsor for approval a policy setting forth its graduation requirements that align with state graduation guidelines no later than August 1 of each year. In addition, the School may offer students the opportunity to earn the OhioMeansJobs Readiness Seal or other seals as may be approved by the Governing Authority on their Diplomas.

6.7 English Language Learners

The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the State's procedures for identifying, assessing and exiting English language learners.

6.8 Education of Students with Disabilities

- A. The School shall be responsible to provide all special education support services to students at the School and may contract with entities to provide special education teacher(s) or related services subject to confirmation of appropriate licensing. The School shall assign other special education support staff as necessary to meet student needs.

- B. The School agrees to comply with all its policies and regulations and the requirements of federal and state laws and regulations concerning the education of children with disabilities and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.
- C. The School shall direct the development and/or modification of any IEP for special education students of the School.
- D. The Sponsor or the School may identify from time-to-time changes to the educational program of the School that
 - a. Are reasonably necessary to comply with applicable law for educating students with disabilities, or
 - b. Provide cost savings or other benefits in connection with education students with disabilities.

After good faith discussion of these changes with the School, the Sponsor shall have the right to require such changes necessary to comply with law and shall have the right to request other reasonable changes on behalf of students with disabilities that coincide with applicable state and federal law.
- E. The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.
- F. Special education supports and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

6.10 Assuring Adequate Yearly Progress

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

Section 7

7.1 Funding

The School must comply with ORC 3314.08 and properly report students into the Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department. The School agrees to update and correct all student participation information in EMIS including, without limitation, the percentage of time factor, the school calendar, the start and end date for student enrollment, and any special education information. Should the School receive a notice of overpayment directly or indirectly from the Department, the School shall notify the Sponsor within two (2) business days of such notice with a plan for repayment of any overpayment.

7.2 Financial Reporting

The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

- A. A financial plan detailing an estimated School budget for each fiscal year of this Agreement and specifies the total estimated per pupil expenditure amount for each year

is attached as **Attachment 11**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for each fiscal year of the contract and must show a positive cash flow in the first three (3) years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and projected expense must include the total estimated per-pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC 3314.08. The Financial Plan must describe the School's financial controls.

7.3 Fiscal Officer

- A. Fiscal Officer. The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the School. **All money received by the School shall be placed in the custody of the fiscal officer.** The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the State, conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the School's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts to require the Licensed Fiscal Officer to include GAAP conversion or to contract out for GAAP conversion for the School. The Governing Authority shall ensure that it and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the School has contracted and must control all School funds. A copy of the bond in the minimum amount of \$100,000 is attached with a copy of the fiscal officer contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within ten (10) business days.

The Fiscal Officer shall participate in all pre-audit and post-audit conferences with the Auditor of State and shall notify the Sponsor of all conferences so that the Sponsor may participate in the conferences.

The Fiscal Officer shall oversee the School's finance committee which shall be a committee of the Governing Authority. The finance committee shall review all contracts, budgets, forecasts, disbursements, and monthly financial documents to ensure that the school remains fiscally viable and that it follows the annual budget and forecasts.

If the School should be declared unauditible under ORC 3314.51, the Governing Authority shall suspend and replace the Fiscal Officer and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the Fiscal Officer is primarily responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the Fiscal Officer and/or Fiscal Officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the Fiscal Office shall deliver all financial and enrollment records to the Sponsor within thirty (30) days of the Schools Closure.

The School shall work with their Fiscal Officer to meet all requirements for the School's opening, fiscal operations and closing if required. If the Fiscal Officer fails to provide the records in a timely manner, or fails to faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the right to take action against the Fiscal Officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings of recovery by the Auditor of State against the Fiscal Officer.

- B. Fiscal Services Agreement. The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all finance related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remains authorized to complete the closure process of the School. The fiscal officer's agreement is attached with the fiscal officer bond as **Attachment 12**.
- C. ORC 3314.029(C) – Bond. The Sponsor may upon thirty (30) days written notice to the Governing Authority require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.
- D. ORC 3314.50 -- Bond. If the School was opened after February 1, 2016 and required to post bond or written guarantee pursuant to ORC 3314.50, the School shall maintain the Bond or written guarantee with the Auditor of State. The School acknowledges that the Sponsor as a state agency cannot provide a written guarantee on behalf of the School.

7.4 Budget

On or before **October 1** of each year, the School shall submit to the Sponsor its proposed balanced budget for the following school year for Sponsor review for statutory compliance and

compliance with the terms and conditions of this Agreement. The School's budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the Department Guidance. If the School has entered into a contract with an operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 2.4.

7.5 Enrollment Projections

The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year with the submission of the May 5-year forecast submission. The estimate is subject to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, advise the School of its financial status, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.6 Contracting

The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor. To the extent agreeable by the contracting party, each contract or legal relationship entered into by the School shall include the following provisions:

- A. The contract acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under this agreement.
- B. Any financial obligations of the School arising out of this Agreement are subject to annual appropriation by the Governing Authority.

7.7 Annual Audit

The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his designee of an audit, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meeting with the Auditor. The Sponsor shall maintain a presence at any and all meetings with the Auditor. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The School shall notify Sponsor of all meetings with the Auditor of State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written form each year. **The School shall not waive any entrance or exit conferences or interviews with the Auditor of State or their designee and the Fiscal Officer must attend these meetings along with a designee of the School and the**

Sponsor. If the School receives comments or findings in its annual audit, the School shall have a post-audit conference and at least the President of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

7.8 Loans

The School shall not obtain any loans without sponsor approval and Governing Authority approval of the application during an open meeting. The Governing Authority may not permit an application for a loan to be submitted without prior approval by the sponsor and Governing Authority approval and vote during a public meeting.

The School shall not obtain loans or funding that encumbers state foundation payments or federal grants. No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without Sponsor approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Should the School seek a loan from the School's Operator or Management Company, the School must obtain approval from the Sponsor and provide evidence that the School could not obtain funding from any other source. The Fiscal Officer must oversee the repayment of the loans and obtain a written loan agreement with interest at the fair market rate and include a date by which the loan is due and payable.

Section 8

8.1 Employment of Teachers

At least one (1) full-time or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed to work in the School. The full-time classroom teachers and part-time classroom teachers working more than twelve (12) hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve (12) hours per week in the School pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using title I or Title II-A funds, the schoolwide students to full-time equivalent classroom teacher ratio shall be no more than 25:1 based upon the State Operating Standard OAC 3301-35-05(A)(3). The School may employ non-teaching employees. Prior to the opening day of the School each year, the School will provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a sufficient number of teacher to support the state teacher/student ratio and all courses and/or grade levels taught at the School. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Agreement. All teachers and para-professionals shall meet the "highly qualified" standards as applicable and as set out in the last known law as "No Child Left Behind" or its successor law(s). The School shall provide the Sponsor with the roster and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School.

8.2 Employee Status

All employees hired by the School or the operator shall be employees of the School or operator and not the Sponsor. All employee discipline decisions shall be made by the School. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School. The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

8.3 Criminal Records Check/Background/Fingerprinting

The School shall establish and implement procedures for conducting background checks (including a check for criminal records) for all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORCs 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

8.4 Employee Benefits

The School must provide health and other benefits to all full-time employees, as set out in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time; however, all such amendments shall be provided to Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 13** 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 Contract.

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

8.5 Required Training for Teachers

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. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. Beginning with the 2015-

2016 school year, if the School is ranked in the lowest ten percent (10%) of all public-school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.

Section 9

9.1 Sponsor Fee

The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay Sponsor a fee of three percent (3%) of the total amount of payments received each year by the School from the State of Ohio. The fees are calculated from the Department issued community school settlement report identifying the amount of state funds paid to the School for the invoice period, the applicable line being entitled "state payments before retirement funds" of the prior month's settlement report. Payments shall be made by the 30th day of each month, except for February which shall be on the 28th day. Failure to make required payments may result in Sponsor placing the School on probation, suspension or termination pursuant to the terms of this Agreement. In the event the Sponsor elects to suspend or terminate this Agreement with or without cause, all payments required to be made to Sponsor hereunder shall be prorated during any period of suspension or up to and through the date of termination, as may be applicable.

In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall promptly refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority shall promptly pay the Sponsor the amount of the sponsorship fee underpayment.

Section 10

10.1 School Facility

The School is authorized to locate and operate at 5720 State Road, Parma, Ohio. If the location is leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or delayed, provided, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end or termination of the School's charter contract or some other contractual protection so that the School does not get burdened with the lease if it loses the community school contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards

established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

Prior to entering into any lease or purchase agreements, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1(A) above.

The Governing Authority recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

The Department as the community school oversight entity has the authority to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

Section 11

11.1 Continuation of Sponsorship (Renewal) Timeline and Process

The School shall submit its application for continued sponsorship in compliance with the timeline and format published by the Sponsor on its website and such application shall be made available at least sixty (60) days prior to the date on which the application is due. All applications are subject to the Sponsor completing a high stakes review pursuant to section 4.2(C) and review of the school's score over the term of the contract on the sponsor's performance framework evaluation as described in section 4.2(C). The Sponsor shall provide a decision to the School on the application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to deny an application or not to accept an application, it shall detail the reasons in its letter to the School.

11.2 Application Contents

In addition to contents required by law and the Department, the application may include comments and additional information provided by the School about its progress toward meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in ORC 3314.029. The timeline and format of the application shall be provided to the School by the Sponsor and shall be posted on the Sponsor's website.

11.3 Criteria for Applications or Non-Renewal and Revocation

The Sponsor may terminate, revoke or deny renewal or an application for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the School to meet renewal criteria, or material breach of this Agreement.

All applications must be submitted within the timeframe stated in the application and must be complete. No incomplete applications will be accepted. All application materials will be provided to the School sixty (60) days before the due date.

11.4 Non-Renewal Appeal Procedures

The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC 3314.07.

If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
- Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation upon which the School was established, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with ORC 3314.074 and the Governing Authority's Articles of Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their agents will immediately provide the Sponsor any and all documentation and records, including, but not limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure. This transmittal of documentation and records to the Sponsor excludes all students' educational records, which should be forwarded to the individual student's school district of residence.
- In accordance with ORC 3314.44, The School's superintendent, as chief administrative officer of the School, shall take all reasonable steps necessary to collect and assemble

the students' educational records in an orderly manner and transmit the records to the student's school district of residence within seven (7) business days of the School's closing.

- The School also hereby agrees that it will cooperate fully with the Sponsor to complete the appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in statute in the event the School is closed. Any refusal by the School to cooperate fully with Sponsor will be considered a material breach of this Agreement and may serve as the basis for any other injunctive relief.

11.5 School-Initiated Closure

Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor. The School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

11.6 Dissolution

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this Agreement. Should the School cease operations, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below; and,
- B. Provide student records to the traditional district where the student resides or transfer of records to the school where the student is now enrolled.

School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment. The School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

11.7 Distributing Assets of School

The School agrees to comply with ORC 3314.074 in distributing the assets of the permanently closed school.

Section 12

12.1 Order of Precedence

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of the community school contract shall take precedence over the Application.

12.2 Amendments

This agreement maybe amended or modified to reflect changes in Ohio Revised Code, Ohio Administrative Code, or any federal regulation. Such amendments will be submitted to the School's Governing Authority by the Sponsor and shall specify the provisions being amended and the corresponding references in Ohio Revised Code, Ohio Administrative Code, or federal regulation.

At the School's request, the Sponsor may approve modifications of the School's academic goals and objectives based upon school academic progress. Such changes or amendments to the School's academic goals and objectives must be approved by the Sponsor and the School's Governing Authority.

Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the School Governing Authority and executed by authorized representatives of the Parties.

12.3 Merger

This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Agreement.

12.4 Non-Assignment

Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12.5 Governing Law and Enforceability

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Ohio. If any provision of this Agreement or any application of this Agreement to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in law, amend this Agreement to reflect such change in law.

12.6 No Third-Party Beneficiary

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Sponsor and the School subject to Section 2.3 of this Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver

The Parties agree that no assent, express or implied, to any breach by either Party of any one or more of the provisions of this Agreement shall constitute a waiver or any other breach.

12.8 Notice

Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the addresses set forth below. Either party may change the address for notice by giving prior written notice to the other party.

| | |
|--|--|
| Sponsor: Director Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183 | School: Global Village Academy 5720 State Road Parma, Ohio 44134 |
|--|--|

12.9 Severability


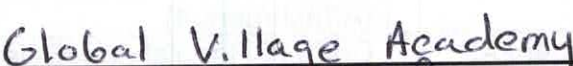

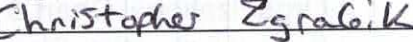
If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or both Parties in accordance with the terms contained herein.

12.10 Interpretation

- A. Standards of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Agreement, the Application, and Sponsor policies, procedures, regulations, or other requirements, unless waived, and compliance by the school therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsor schools.

- B. Business Days. As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the state of Ohio are closed.
- C. Counterparts; Signature by Facsimile or e-Signature. This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile or by electronic signature by either of the Parties shall have the same effect as original signatures.
- D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement; second, the Attachments; and, last the Application.

Executed by the following on the dates provided below.

| Ohio Department of Education | School |
|--|---|
|  <hr/> Paolo DeMaria Superintendent of Public Instruction |  <hr/> Global Village Academy By:  Its:  |

1711 **Appendices**

| | |
|-------------|---|
| Appendix 1: | Sponsor Opening and Closing Assurances |
| Appendix 2: | Sponsor Performance Framework & Current Local Report Card |
| Appendix 3: | Sponsor Operator Guidelines |
| Appendix 4: | Specialized Education Model Requirements |

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1713 **Attachments**

| | |
|----------------|--|
| Attachment 1: | Articles of Incorporation and Appointment of Statutory Agent |
| Attachment 2: | Tax Exempt Status |
| Attachment 3: | Governing Authority Members names and contact listing. Description of How Governing Authority Members are Selected in the Future and How the Governing Authority Addresses Conflicts of Interest unless these processes are included in the Bylaws (Attachment 4) |
| Attachment 4: | Code of Regulations (Bylaws) |
| Attachment 5: | Organizational Chart & Job Descriptions |
| Attachment 6: | School Education Plan including Contract Goals |
| Attachment 7: | Operator Contract or Management Agreement |
| Attachment 8: | Insurance Certificates |
| Attachment 9: | Enrollment Preferences, Selection Method, Timeline, and Procedures |
| Attachment 10: | Expulsion, Suspension and Denial of Admissions Procedures |
| Attachment 11: | Financial Plan (Five Year, Year One Budget and Narrative) |
| Attachment 12: | Fiscal Officer Bond and Fiscal Officer Contract |
| Attachment 13: | Employee Benefits |
| Attachment 14: | School Facility Description and/or Lease |

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Appendix 1

Appendix 1
School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of _____ I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if _____ should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints _____ (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and 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 and all records are documented and submitted as required.

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 responsibilities as assigned 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, 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 costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

Appendix 2

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | | | | |
|--|------------------------|--|---|---|---|--------------------------------|
| | | ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS | | | | |
| MOST RECENT COMPLETED SCHOOL YEAR | RUBRIC RATING RECEIVED | RATING SCALE | | | | |
| | | EXCEEDS THE STANDARD (6) points | MEETS THE STANDARD (4) points | PROGRESS TOWARD THE STANDARD (2) points | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL |
| ACADEMIC INDICATORS | | | | | | |
| 1. Performance Index Grade | | A, B or exceeds the overall statewide average | C or meets the overall statewide average | D and is below statewide average; or has shown a 10 point improvement over prior year | F and below the statewide average | |
| 2. Progress Grade | | A or B | C | D | F | |
| 3. Mission Specific Sponsorship Contract S.M.A.R.T Goals | | School shows evidence of exceeding mission specific contract SMART goals | School shows evidence of meeting mission specific contract SMART goals | School shows evidence of meeting some, but not all of its mission specific contract SMART goals | Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals | |
| 4. Performance Index vs. District of Residence | | Exceeds performance index of district of residence of student's attending school | Meets performance index of district of residence of student's attending school | Falls below performance index of district of residence by 1-20 points | Falls below performance index of district of residence by more than 20 points | |
| 5. Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery | | Exceeds performance index average | Meets performance index average gathered | Falls below performance index average gathered | Falls far below performance index average gathered | |
| 6. Achievement - Indicators met | | Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests | Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test | Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test | Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below | |
| 7. Progress - Multi-Year Index Overall | | Multi-year index is above 1 | Multi-year index is in the range of ± 1 | Multi-year index is below -1 | Multi-year index is below -2 | |
| TOTAL PAGE 1 OF ACADEMIC INDICATORS | | 0 | | | | |

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | | | | |
|--|------------------------|--|---|---|---|--------------------------------|
| | | ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS | | | | |
| ACADEMIC INDICATORS | RUBRIC RATING RECEIVED | RATING SCALE | | | | |
| | | EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) point | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL |
| 8. Achievement Grade | | A or B | C | D | F | |
| 9. Graduation Rate -- 4 Year | | 89-100% | 84-88.9% | 79-83.9% | Below 79% | N/A |
| 10. Graduation Rate -- 5 Year | | 90-100% | 85-89% | 80-84% | Below 80% | N/A |
| 11. Graduation Rate -- 6 Year | | 90-100% | 85-89% | 80-84% | Below 80% | N/A |
| 12. Graduation Rate -- 7 Year | | 90-100% | 85-89% | 80-84% | Below 80% | N/A |
| 13. Graduation Rate -- 8 Year | | 90-100% | 85-89% | 80-84% | Below 80% | N/A |
| 14. K-3 Literacy Improvement | | A or B | C | D | F | Not Rated |
| 15. Value Added: Students w/ Disabilities | | A or B | C | D | F | Not Rated |
| 16. Value Added: Lowest 20% | | A or B | C | D | F | Not Rated |
| 17. AMOs (Achievement Gap Closing) | | A or B or Exceeds Standards | C or Meets Standards | D or Does Not Meet Standards | F | |
| 18. High School Test Passage Rate | | 36.0-100% | 1.0-35.9% | 0-0.9% | | N/A |
| 19. Prepared for Success Component Grade | | A or B | C | D | F | N/A |
| 20. Student Subgroups: Attendance Rates | | Significant disaggregated group(s) exceed attendance rate of all students | Significant disaggregated group(s) meet attendance rate of all students | Significant disaggregated group(s) fall below attendance rate of all students | Significant disaggregated group(s) fall 10% or more below attendance rate of all students | |
| 21. Student Subgroups: OLEPA Scores for English Learners | | OELPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students | OELPA scores from prior to current year trend toward closing achievement gaps for LEP students | OELPA scores from prior to current year show no evidence of closing achievement gaps for LEP students | OELPA scores from prior to current year show evidence of negative growth for LEP students | Not Rated |
| 22. Number of 12th Grade Students Earning Points for Graduation | | More than 75% of Students Earned 18 Points | 75% of Students Earned 18 Points | Less than 75% of Students Earned 18 Points | Less than 50% | N/A |
| 23. Local Assessments | | Students show more than 1 year of growth between fall and spring assessments | Students show growth of at least 1 year between fall and spring local assessments | Students show growth between fall and spring local assessments | No growth shown | |
| 24. Overall Value Added vs. District of Residence or Most Frequent Attendance Area | | School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area | School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area | School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area | School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area | |
| TOTAL PAGE 2 OF ACADEMIC INDICATORS | | | | | | |

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS | | | | |
|--|------------------------|--|---|--|---|--------------------------------|--|
| ACADEMIC INDICATORS | RUBRIC RATING RECEIVED | RATING SCALE | | | | | |
| | | EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) point | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL | |
| 25. Value Added vs. Statewide | | Exceeds overall VA statewide average | Meets overall VA statewide average | Falls below overall VA statewide average | Falls far below overall VA statewide average | | |
| 26. Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor) | | Exceeds the average of 5 Similar Community Schools in Ohio | Performs as well as 5 Similar Community Schools in Ohio | Falls below the Performance of 5 Similar Community Schools in Ohio | | | |
| TOTAL PAGE 3 OF ACADEMIC INDICATORS | | | | | | | |
| TOTAL PAGE 2 OF ACADEMIC INDICATORS | | | | | | | |
| TOTAL PAGE 1 OF ACADEMIC INDICATORS | | | | | | | |
| TOTAL OF ACADEMIC INDICATORS | | | | | | | |

| SCHOOL IRN & NAME: | | #N/A | ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS | | | | |
|---|------------------------|------------------------------------|---|---|---|--------------------------------|--|
| OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY | RUBRIC RATING RECEIVED | RATING SCALE | | | | | |
| | | EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) point | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL | |
| 27. Performance Index | | (3) Year Average Grade is A or B | (3) Year Average Grade is C | (3) Year Average Grade is D | (3) Year Average Grade is F | | |
| 28. K-3 Literacy | | (3) Year Average Grade is A or B | (3) Year Average Grade is C | (3) Year Average Grade is D | (3) Year Average Grade is F | | |
| 29. Progress Grade (Value Added Overall) | | (3) Year Average Grade is A or B | (3) Year Average Grade is C | (3) Year Average Grade is D | (3) Year Average Grade is F | | |
| TOTAL OF (3) YEARS OF DATA | | | | | | | |
| TOTAL OF ACADEMIC INDICATORS | | | | | | | |
| TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS | | | | | | | |

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | | | | |
|--|---|---|---|---|--|--------------------------------|
| MOST RECENT COMPLETED SCHOOL YEAR ORGANIZATION & OPERATIONS INDICATORS | | RATING SCALE | | | | |
| RUBRIC RATING RECEIVED | | EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) point | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL |
| 1. | On-time Records Submission | School is compliant for 90-100% of ORC/OAC required items | School is compliant for 80-89% of ORC/OAC required items | School is compliant for 70-79% of ORC/OAC required items | School is compliant for less than 70% of ORC/OAC required items | |
| 2. | Five-Year Forecast Submission | N/A | May and October forecasts approved and submitted on time | May and October forecasts approved and submitted 1-15 days after deadline | May and October forecasts approved and submitted 16 or more days after deadline | |
| 3. | Governance-Required Number of Board Members | N/A | 5 sponsor approved members | 4 sponsor approved members for (2) or more consecutive meetings | 3 or fewer sponsor approved members for (2) or more consecutive meetings | |
| 4. | Governance-Proper Meeting Notices | N/A | Timely public notice provided for all meetings, reschedules, and cancellations | Timely public notice not provided for (2) meetings, reschedules, or cancellations | Timely public notice not provided for (3) or more meetings, reschedules, or cancellations | |
| 5. | Governance-Required Board Member Training | N/A | At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members | At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members | At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members | |
| 6. | Governance-Board Member Qualifications | N/A | Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members | Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members | Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members | |
| 7. | Governance-Board Member Attendance | Overall member attendance is greater than 90% | Overall member attendance is between 80-90% | Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings | Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings | |
| TOTAL ORGANIZATION & OPERATIONS INDICATORS | | | | | | |

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | RATING SCALE | | | | |
|-----------------------------------|---|--|---|---|--|--------------------------------|--|
| MOST RECENT COMPLETED SCHOOL YEAR | RUBRIC RATING RECEIVED | EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) point | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL | |
| 8. | Records Compliance | School is compliant for 90-100% of contract required items | School is compliant for 80-89% of contract required items | School is compliant for 70-79% of contract required items | School is compliant for less than 70% of contract required items | | |
| 9. | LEA Special Education Performance Determination | N/A | School does not have an ODE special education corrective action plan (CAP) at the end of the current school year | School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance | School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance | | |
| 10. | Pre-Opening Assurances | N/A | School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans) | N/A | School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans) | | |
| 11. | Annual Report | N/A | School Annual Report submitted AND made available to parents by the due date | N/A | School Annual Report NOT submitted or NOT made available to parents by the due date | | |
| 12. | Emergency Management Plan | N/A | Emergency Management Plan approved and current | N/A | Emergency Management Plan NOT submitted on time, approved or expired | | |
| TOTAL LEGAL INDICATORS | | | | | | | |

| OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS | | | | | | |
|--|--|---|--|---|---|--|
| OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY | | RUBRIC RATING RECEIVED | RATING SCALE | | | |
| EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) point | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL | | |
| 13. | Combined Overall Compliance Indicator Rating | (3) Year Average Indicator Rating is Exceeds. | (3) Year Average Indicator Rating is Meets. | (3) Year Average Indicator Rating is Does Not Meet. | (3) Year Average Indicator Rating is Falls Far Below. | |
| TOTAL OF (3) YEARS OF DATA | | | | | | |
| TOTAL OF LEGAL INDICATORS | | | | | | |
| TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR | | | | | | |
| TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS | | | | | | |

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | | | | |
|--|------------------------|---|--|--|---|--------------------------------|
| FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS | | | | | | |
| MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS | RUBRIC RATING RECEIVED | RATING SCALE | | | | |
| | | EXCEEDS THE STANDARD (6) points | MEETS THE STANDARD (4) points | PROGRESS TOWARD THE STANDARD (2) points | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL |
| 1. Current Ratio | | Current ratio is 1.1 or better | Current ratio is between 1.0 and 1.1 and current year trend is positive | Current ratio is between .9 and 1.0 or between 1.0 and 1.1 and current trend is negative | Current ratio is below .9 | |
| 2. Unrestricted Days of Cash | | School has 60 days cash available | School has between 30 and 60 days cash available | School has between 15 and 30 days cash available | School has less than 15 days cash available | |
| 3. Debt Management | | School carries no debt | School meets all debt requirements and is not delinquent on payments | School has missed payments | School is in default on any debt service | |
| 4. Debt Coverage Ratio | | School's debt ratio is above 1.2 | School's debt ratio is between 1.1 and 1.2 | School's debt ratio is between 1.0 and 1.1. | School's debt ratio is below 1.0 | |
| 5. Total Expense Variance | | School's expenses are less than 95% of projected | School's expenses are between 95-100% of projected | School's expenses are between 100-110% of projected | School's expenses are more than 110% of projected | |
| 6. Total Revenue Variance | | School's revenues are more than 100% of projected | School's revenues are between 95-100% of projected | School's revenues are between 90-95% of projected | School's revenues are below 90% of projected | |
| 7. Sponsor Reporting | | All reports and response submitted by deadline | No more than (2) reports or responses submitted no more than (5) days late | Between (3-4) reports or responses submitted no more than (5) days late | More than (4) reports submitted late or any responses more than (5) days late | |
| TOTAL FINANCIAL INDICATORS PAGE 1 | | | | | | |

| FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS | | | | | | |
|--|------------------------|---|--|---|--|--------------------------------|
| MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS | RUBRIC RATING RECEIVED | RATING SCALE | | | | |
| | | EXCEEDS THE STANDARD (6) points | MEETS THE STANDARD (4) points | PROGRESS TOWARD THE STANDARD (2) points | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL |
| 8. Audit Findings | | School's most recent audit contains (0) findings and (0) management letter comments | School's most recent audit contains (0) findings and no more than (2) management letter comments | School's most recent audit contains (0) findings and between (2-5) management letter comments | School's most recent audit contains any findings and/or (5) or more management letter comments | |
| 9. Enrollment Sustainment | | Final FTE is >90% of beginning FTE | Final FTE is between 85-89% of beginning FTE | Final FTE is between 75-84% of beginning FTE | Final FTE is <75% of beginning FTE | |
| 10. Enrollment Variance | | Enrollment is above 95% of projection | Enrollment is 90-95% of projection | Enrollment is between 85-89% of projection | Enrollment is below 85% of projection | |
| TOTAL FINANCIAL INDICATORS PAGE 2 | | | | | | |
| TOTAL FINANCIAL INDICATORS PAGE 1 | | | | | | |
| TOTAL FINANCIAL INDICATORS PAGES 1 AND 2 | | | | | | |

Office of Ohio School Sponsorship Performance Framework

| SCHOOL IRN & NAME: | | #N/A | OVERALL FINANCIAL SCHOOL PERFORMANCE TARGETS AND METRICS | | | | |
|--|--|------------------------------|--|---|---|---|-----------------------------------|
| OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY | | RUBRIC RATING RECEIVED | RATING SCALE | | | | |
| | | | EXCEEDS THE STANDARD (3) points | MEETS THE STANDARD (2) points | PROGRESS TOWARD THE STANDARD (1) points | NEEDS IMPROVEMENT TO THE STANDARD (0) points | NOT CALCULATED FOR THIS SCHOOL |
| 11. | Combined Overall Fiscal Indicator Rating | | (3) Year Average Indicator Rating is Exceeds | (3) Year Average Indicator Rating is Meets | (3) Year Average Indicator Rating is Does Not Meet | (3) Year Average Indicator Rating is Falls Far Below | |
| TOTAL OF (3) YEARS OF DATA | | | | | | | |
| TOTAL FINANCIAL INDICATORS PAGES 1 AND 2 | | | | | | | |
| TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS | | | | | | | |

| OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY | |
|--|---------------|
| | RUBRIC RATING |
| ACADEMIC SCHOOL PERFORMANCE | 0 |
| COMPLIANCE SCHOOL PERFORMANCE | 0 |
| FISCAL SCHOOL PERFORMANCE | 0 |
| TOTAL SCHOOL PERFORMANCE | 0 |

Appendix 3

Operator/Management Company Agreement Guidelines

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain the following methods for paying fees or expenses: the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's governing authority and independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.
13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the

- Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.
14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
 15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
 16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
 17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
 18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1982674

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

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
201034800793



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 14th day of December,
A.D. 2010.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State

Attachment 2

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Global Village Academy

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee

Other (see instructions) ▶ **501(c)3**

Address (number, street, and apt. or suite no.)
5720 State Road

City, state, and ZIP code
Parma, Ohio 44134-5956

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

| | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|
| | | | - | | | - | | | |
|--|--|--|---|--|--|---|--|--|--|

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 7 | - | 5 | 1 | 9 | 2 | 7 | 6 | 1 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** *Sup Rail* **Date ▶** *05/01/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

GLOBAL VILLAGE ACADEMY

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

PUBLIC SCHOOL ACTIVITY (THE PROMOTION OF EDUCATION BY AN INSTITUTION OF LEARNING WHICH MAINTAINS A FACULTY OF QUALIFIED INSTRUCTORS)

Purchaser must state a valid reason for claiming exception or exemption.

GLOBAL VILLAGE ACADEMY

Purchaser's name
5720 STATE ROAD

Street address
PARMA, OHIO 44134

City, state, ZIP code

Signature
Greg Reid
May 1, 2015

TREASURER

Title

Date signed
27-5192761

Vendor's license number, if any

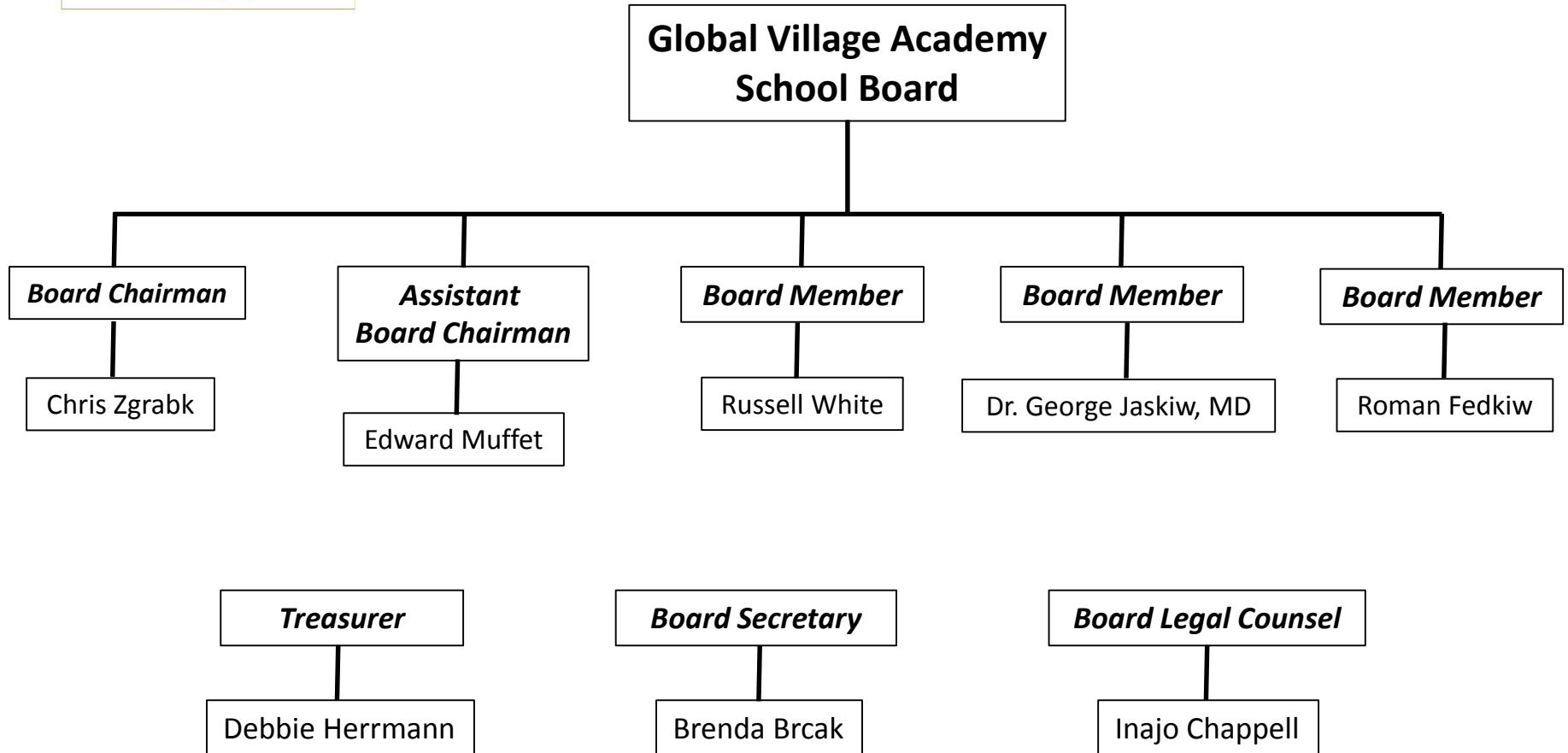
Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

Attachment 3



Global Village Academy

School Board



Attachment 4

5/9/2011

Global Village Academy

Charter School By-Laws



ARTICLE I Global Village Academy

Section 1. Name. The name of the corporation is Global Village Academy. It is hereinafter referred to as “the corporation.”

Section 2. Location. The principal location of Global Village Academy school facility shall be 5720 State Road, Parma, Ohio 44134.

Section 3. Purposes. The Corporation is a non-profit corporation organized under the laws of the State of Ohio and its purposes are exclusively educational as set forth in the Certificate of Incorporation. More specifically, the purposes for which the Corporation is organized are as listed in the THIRD article of the original Articles of Incorporation which reads as follows:

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law (the “Code”). Specifically, the Corporation is organized to operate as a public community school in the State of Ohio. The Corporation shall be permitted to engage in any lawful activity that may be conducted by an Ohio nonprofit public benefit corporation that is exempt from federal tax by reason of being an entity organized for charitable and educational purposes, as described in Code Section 501(c)(3), or the corresponding provision of any future United States Internal Revenue law. This Corporation shall not engage in activities which are not in furtherance of the charitable and educational purposes set forth in this THIRD Article.

Section 4. Statute and Code. The Corporation shall operate in accordance with the Charter School Program Act of 1997 Ohio revised code 3314, and amended in Ohio House Bill 364.

Section 5. Non-discrimination. The Corporation shall not discriminate on the basis of race, religion, national origin, gender or age in either the hiring and other employment practices of the school or in its admission policies for students. Further, the Corporation shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices. The Corporation shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of charter public schools in the State of Ohio.

5/9/2011

Section 6. Instructions - Using Nondiscrimination Policy in Printed Materials

“As you print or revise publications for your classrooms, offices, and departments, please be reminded that the Global Village Academy, Inc.’s Nondiscrimination Statement must be included in all school publications, such as brochures, pamphlets, manuals, and guidebooks, describing or inviting participation in programs at The Global Village Academy. “ The inclusion of the Nondiscrimination Statement is required by federal regulation and is designed to make clear to prospective applicants or participants the Academy’s commitment to equal opportunity in employment and equal access to its programs and activities. With the increase in desktop publishing, it is important for individual departments to be aware of this requirement and to include the Nondiscrimination Statement in all school publications. The statement will also be placed on Global Village Academy web pages

ARTICLE II Members

Section 1. Non-membership Corporation. The Corporation shall have no members. The Directors shall have all powers and duties for the conduct of the activities of the Corporation.

ARTICLE III Board of Directors

Section 1. Number. The Board of Directors shall consist of not less than five and not more than eleven persons. The Principal of the charter school shall be a non-voting member of the Board of Directors.

Section 2. Qualifications.

Section 3. Term. Directors shall be elected for five year terms. Terms shall be staggered so that no more than 1/3 of the Board shall be up for election in any year, unless a vacancy(ies) needs to be filled.

Section 4. Powers. The Board of Directors shall have all powers and authority, as designated in the Charter, for the management of the business, property, and affairs of the Corporation, to do such lawful acts as it deems proper and appropriate to promote the objectives and purposes of the Corporation. The Board of Directors may, by general resolution, delegate to committees of its own number or to Directors of the Corporations such powers as it may see fit for specified periods of time.

Section 5. Election. The names of the initial Directors are set forth in the Certificate of Incorporation. All successor Directors shall be elected by the eligible voters of the school community at an election held each year at the annual meeting. The positions of those directors whose terms have expired shall be open to be filled by those members eligible to vote. Eligible voters shall be the parents or guardians of any children currently attending the school. Elections shall be conducted using secret ballots. Voters shall be required to sign a Roster of Voters confirming their eligibility to vote. Each school family shall be accorded one vote per available position, regardless of the number of its children

attending the school. Proxy voting is prohibited. Votes shall be tallied and announced at the meeting where the vote takes place. A group of volunteers, no less than three and no more than five people, made up of eligible voters, but not those up for election, shall tally the votes. In the event of a tie vote for a position, a second ballot will be cast for that position only, with only the tied candidates participating on the ballot. Should a second tie vote occur, a result shall be obtained by flipping a coin with the person whose name is earliest in the alphabet calling a coin side first. Newly elected directors shall assume office at the first Board of Directors meeting following their election.

Section 6. Term Limits. Director membership shall be limited to two (2) consecutive five-year terms. Previous Directors shall be re-eligible for membership after a lapse of one (1) year.

Section 7. Resignation and Removal. A Director may resign by submitting his or her resignation in writing to the Chairman of the Board of Directors. A Director may be removed for cause at a meeting of Directors by an affirmative vote of two-thirds of the remaining Board of Directors. Directors being considered for removal shall receive at least two weeks' notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

Section 9. Annual Meeting. An annual meeting of the Board of Directors for the election of Directors and such other business as may come before the meeting shall be held in June of each year. Written notice shall be given not less than 30 days nor more than 45 days of the time, place, and purposes of the meeting. The meeting shall be held at the principal location of the Corporation or such other place as shall be specified in the meeting notice. The notice shall comply with the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 10. Regular Meetings. In addition to the Annual Meeting, Regular meetings of the Board of Directors shall be held once a month on the third Thursday of the month from September through June, excepting in the month of the Annual Meeting, and at such other times as the Board may, from time to time, determine. Meetings shall be held at 5720 State Rd, Parma, OH 44134. Timely public notice of all such regular meetings shall be provided as specified in the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 11. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman or by a petition signed by a majority of the full Board of Directors. Such meetings shall be held upon not less than two business days notice given personally or by telephone, telephone facsimile, or electronic mail or upon not less than four business days notice given by depositing notice in the United States mails, postage prepaid. Such notice shall specify the time and place of the meeting and in all respects comply with the notice requirements contained in the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 12. Open Public Meetings Act. All meetings of the Board of Directors shall be held in accordance with the Ohio Open Public Meetings Act, (Sunshine Law) ORC 121.22A. Adequate notice of all meetings subject to the Act shall be visibly posted and

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provided to newspapers of local circulation not less than forty-eight (48) hours before any such meeting.

Section 13. Quorum. A majority of the full number of Directors shall constitute a quorum of the Board for the transaction of business. When a quorum is present, a majority of the Directors present may take any action on behalf of the Board, except to the extent that a larger number is required by law, by the Charter, or by these By-laws. Every act of a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 14. Vacancies. A vacancy on the Board of Directors, including a vacancy caused by an increase in the number of Directors, may be temporarily filled by a majority vote of the remaining Directors to elect a person(s) to fill the vacancy(ies) until the next annual meeting of Directors, at which time directors so elected must be re-elected as specified in the By-Laws or step down from the Board as soon as his or her successor is duly elected and qualified.

Section 15. Compensation. Directors shall receive no payment other than those described in Section IX for their services. With board approval, directors may be reimbursed for out-of-pocket expenses incurred on approved board business. Directors must present receipts for all such expenses, which shall be for the director only, and shall be itemized and documented. Such expenses must be approved by a motion of the board at the meeting immediately following the expenditure(s). Each year, at the annual meeting, the Board of Directors shall set a schedule of allowable charges for meals, lodging, and mileage expended on board business. Reimbursements shall not exceed these limitations.

Section 16. Meeting Attendance. Directors are expected to attend all Board meetings. It shall be the duty of the Secretary of the Board to communicate with any director after such director's three unexcused, consecutive absences to ascertain the director's interest in retaining Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board of Directors.

ARTICLE IV Committees

Section 1. Establishment. The Board of Directors may appoint such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of the school.

Section 2. Standing Committees. Each standing committee shall have a charge specific to its permitted activities and such charges shall be incorporated into the charter school policy manual. The function of any committee so established shall be fact-finding, deliberative, and advisory to the Board of Directors. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for the school. Standing committees shall be made up on no more than two less than a quorum of the Board of Directors. The chairman shall be an ex officio member of each committee. The Principal

of the charter school shall be an ex officio member of each committee, except where his/her evaluation, tenure, or salary is to be deliberated. Standing committees shall be:

- Grievance Committee: In accordance with Ohio Law ORC 3314, the Board of Directors shall establish a Grievance Committee comprised of both parents and teachers to make non-binding recommendations to the Board of Directors concerning the disposition of complaints. The Grievance Committee shall have four members who will serve one year terms, with one member designated as chairperson by Global Village Academy School By-Laws the others as committee members. Committee members shall be appointed each year at the first Board of Directors meeting following the annual meeting. Grievance Committee members may serve no more than two consecutive terms on the committee.
- Finance/Facilities Committee (see appendix attachments)
- Education/Policies Committee (see appendix attachments)
- Organization/Rules Committee (see appendix attachments)

Section 3. Ad Hoc Committees. Each ad hoc committee shall have a charge specific to its permitted activities and that charge shall include the date on which the committee is to present its final report to the Board of Directors and be dissolved. Members of ad hoc committees shall be drawn from those parents and staff of the school community who indicate interest in serving on the ad hoc committee and from such others as may be deemed appropriate by the Board of Directors. Ad hoc committees shall be made up of no less than nine and no more than 15 members. Directors shall not be eligible to serve on ad hoc committees, since they have authority and responsibility to review the committee's recommendations and adopt them or not.

ARTICLE V Directors

Section 1. Titles. The Directors of the Corporation are a Chairman, a Vice Chairman, a Secretary, and a Treasurer. The Board of Directors may create such other officer positions as it thinks necessary. Each officer position shall have its duties and responsibilities specified and included in these By-laws. No Director may hold more than one position at the same time unless approved by a majority of the Board of Directors.

Section 2. Election. The Directors shall be elected from among the Board of Directors at each annual meeting of the Directors and shall serve for one year and until their successors are elected and qualified.

Section 3. Terms. The Chairman may serve no more than two consecutive five-year terms. Directors elected to the other director positions may serve no more than five consecutive one-year terms. Former Directors, after a break in service of two years, may be elected to another term as an officer.

Section 4. Duties. Directors shall have the duties and responsibilities belonging to their office, including those that follow.

(a) The Chairman shall be the chief executive officer of the Corporation, responsible, along with his/her fellow Directors, for the oversight of its business and affairs. He/she shall preside at all meetings of the Board. The Chairman shall have full and equal vote as accorded to all Directors. The Chairman may enter into and execute in the name of the Corporation contracts or other instruments that are authorized by the Board of Directors. The Chairman may delegate, as needed, to any other officer any or all of the duties of the office of Chairman. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

(b) The Vice Chairman shall have such duties and responsibilities as may be delegated to him/her by the Chairman. The Vice Chairman shall have full and equal vote as accorded to all Directors. In the absence of the Chairman, the Vice Chairman shall perform all the duties of the Chairman and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the Chairman, including presiding at meetings of the Board of Directors. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

(c) The Secretary shall cause notices of all meetings to be served to all members of the Board of Directors and the Chairman and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the instant meeting. The Secretary shall keep the Seal of the Corporation. He/she shall have such other powers and duties as may be prescribed by the Board or by these By-laws.

(d) The Treasurer shall be the chief financial officer of the Corporation and shall have oversight of the Business Administrator as that employee takes responsibility of the financial records, investments, and other evidences of school properties and assets. The Treasurer shall ensure that the Business Administrator keeps regular books of account for the Corporation that set out business transactions of the Corporation, such books to be at all times open to inspection at their place of keeping to any Board of Director member. The Treasurer shall be the chair of the Financial Committee, which shall prepare an annual budget, in conjunction with the School Education Director and the School Business Administrator, for the consideration and approval of the Board of Directors. The Treasurer shall ensure that the Business Administrator deposits all moneys and other valuables in the name and to the credit of the Corporation with such depositories as shall be designated by the Board of Directors. The Treasurer shall provide oversight to the Business Administrator in the investment and reinvestment of funds of the Corporation and the disbursement of funds of the Corporation as may be ordered by the Board of Directors. The Treasurer shall render to the Board of Directors and the members of the school community, at the Annual Meeting, statements evidencing the current financial condition of the Corporation. The Treasurer shall ensure that the Business Administrator establishes a system of adequate financial recording showing quarterly income,

expenditures, and balance and shall, at the first meeting following the end of each quarter, submit to the Board of Directors a detailed written financial report in compliance with the Ohio statutes and regulations relating to charter schools. The Treasurer, as chair of the Finance Committee, annually shall recommend an auditing firm to be hired by the Board of Directors to review the books of the Corporation and provide a report on them to the Board of Directors.

Section 5. Removal. Any director may be removed from office, with cause, by the affirmative vote of two-thirds of the full membership of the Board of Directors at any regular meeting or special meeting called for that purpose. Any director proposed to be removed for cause shall be entitled to at least five business days' notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

ARTICLE VI Fiscal Year and Check Signing

Section 1. Fiscal Year. The fiscal year of the Corporation shall be July 1st to June 30th.

Section 2. Check Signing. The Chairman and School Business Administrator are authorized and required to sign all checks over the amount of \$1000.00 dollars. The Board of Directors shall establish a policy setting the amount above which checks must have both signatures.

ARTICLE VII Amendments to By-laws

Section 1. Amendments. The Board of Directors shall have the power to make, amend, or repeal the By-laws of the charter school, either in whole or in part. The By-laws may be amended at any regular meeting of the Board of Directors or any special meeting called for that purpose. Written notice stating the time and location of the regular meeting or special meeting must be given to all directors and posted in all places and in newspapers as required by the Open Public Meetings Act not less than ten (10) days prior to the meeting at which such change(s) shall be proposed and voted upon. Any change shall require the approval by a two-thirds (2/3rds) vote of the full membership of the board.

ARTICLE VIII Dissolution

Section 1. Revocation of Charter. If, at any time and for any reason, the Corporation's charter is revoked or the Corporation becomes insolvent, all assets of the charter school, after satisfaction of all outstanding claims by creditors, will be distributed equitably by the Commissioner of Education, in accordance with law, among the participating districts of residence and non-resident district(s).

Section 2. Voluntary Dissolution. Should the Corporation choose to dissolve for reasons other than the revocation of its charter or financial insolvency, the assets of the corporation 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 Ohio Department of Education in accordance with Ohio law. If the assets of the school are insufficient to pay all persons or entities to whom compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Ohio law.

ARTICLE IX Additional Provisions

Section 1. Indemnification of Chairmen and Directors. The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, Sections 1702.12 (E) of the new ORC. A trustee or director shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation, its beneficiaries, or its Board of Directors, except that nothing contained herein shall relieve a trustee or officer from liability for breach of a duty based on an act of omission:

- (a) in breach of such person's duty of loyalty to the Corporation;
- (b) not in good faith or involving a knowing violation of law; or
- (c) resulting in receipt of an improper personal benefit

Section 2. Compensation. The Chairmen and Directors shall be compensated in the following manner. Directors of the Board shall be paid an incentive stipend of \$125 for attendance at monthly Board meetings. The payment for attending the Annual Board meeting where there will be an election of Directors in December will be \$250 per director. As an incentive to attend and participate in a meaningful way, the Directors will receive an incentive payment of an added \$25 for each successive regular monthly Board meeting they attend for a maximum cumulative amount of \$225 per Board meeting. If a director should miss a meeting for any reason, then his compensation for attendance is reduced once again and starts at the minimum amount of \$125 per meeting. Committee chairpersons shall be paid a one-time fee of \$100 to ensure monthly reporting continuity to the Board at monthly meetings. Payments shall be made at the submission of the first committee report to the entire Board at the normal monthly meetings. All Committee members will be compensated \$50 for each committee meeting attended. The committee shall meet as often as needed to conduct the necessary business of the Board. Maximum compensation for committee attendance is \$700/year/per/member for the first year. Caps for subsequent years are \$500/year/per/member. The Board shall pay compensation in the amount of \$15/hour for all secretarial services and \$25/hour for bookkeeping services required or requested until such time as appropriate staff or permanent personnel are hired after State Certification is made and a proper annual budget is reviewed and approved. Directors will be reimbursed by the Business Administrator for out of pocket expenses incurred on behalf of the Academy and only after presenting proper documentation. Reimbursements of expenses greater than \$50 need prior approval or emergency post approval of such unexpected expense. The Business Administrator shall sign off on all such reimbursements.

Section 3. Insurance. The Board of Directors shall provide for the liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

Section 4. Audit. At the close of each fiscal year, the accounts of the Corporation shall be audited by an independent auditor, who is either a Certified Public Accountant or a Registered Municipal Accountant, and who has expertise in accounting of tax-exempt organizations generally. The auditor shall be hired for this purpose by a majority vote of the members of the Board of Directors present at the regular public meeting at which the motion to hire the auditor is being considered. The audit shall be done in compliance with Ohio statutes governing Charter Schools and with all applicable state and federal laws controlling non-profit tax-exempt corporations. Copies of the audit shall be provided to agencies in accordance with ORC 3314 and House Bill 364 requirements.

ARTICLE X Conflict of Interest Policy

Section 1. Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. (a). Definitions:

1. Interested Person:

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest:

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- (b). A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- (c). A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures

(a). Duty to Disclose:

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(b). Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c). Procedures for Addressing the Conflict of Interest

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

(d). Violations of the Conflicts of Interest Policy

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

Section 4. Records of Proceedings The minutes of the governing board and all committees with board delegated powers shall contain:

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

interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

(b). The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including an alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

(a). A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

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

(c). No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statement Each director, principal officer and member of a committee with governing board-delegated powers shall annually sign a statement, which affirms such person:

(a). Has received a copy of the conflicts of interest policy,

(b). Has read and understands the policy,

(c.) Has agreed to comply with the policy, and

(d). Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:


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

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

Section 8. Use of Outside Experts When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

5/9/2011

These By-Laws, dated 4-6--2011, were adopted by the Board of Directors at its meeting held on 4-7-2011 by a vote of 6-0.


Acting Board Secretary

Attachment 5



Global Village Academy

Administrative Staff

GVA School Board

Treasurer

Debbie Herrmann

Financial Administrator

Brenda Brcak

**Superintendent,
Social Studies Teacher,
Substitute,
Co-Custodian,
IT Coordinator**

Oleh J. Holowatyj

**Principal,
Curriculum
Coordinator,
Gym Teacher,
Special
Education
Coordinator
Substitute,
Co-Custodian**

Anna P. Holowatyj

**Dean of Students,
Truancy Officer,
Paraprofessional
Educator,
Assistant Theater
Director**

Michael Migielicz

**District EMIS Coordinator,
Office/Records Manager, NSLP Director,
District Testing/Field Trip/DASL Coordinator,
Transportation Administrator,
Outreach Program Coordinator, NEONET,
Progress Book, Web Site Manager, School Registrar**

Alexandra A. Holowatyj

Administrative Assistant

Vacant

Wellness Program

Johnathan Hejnal

Cafeteria Manager

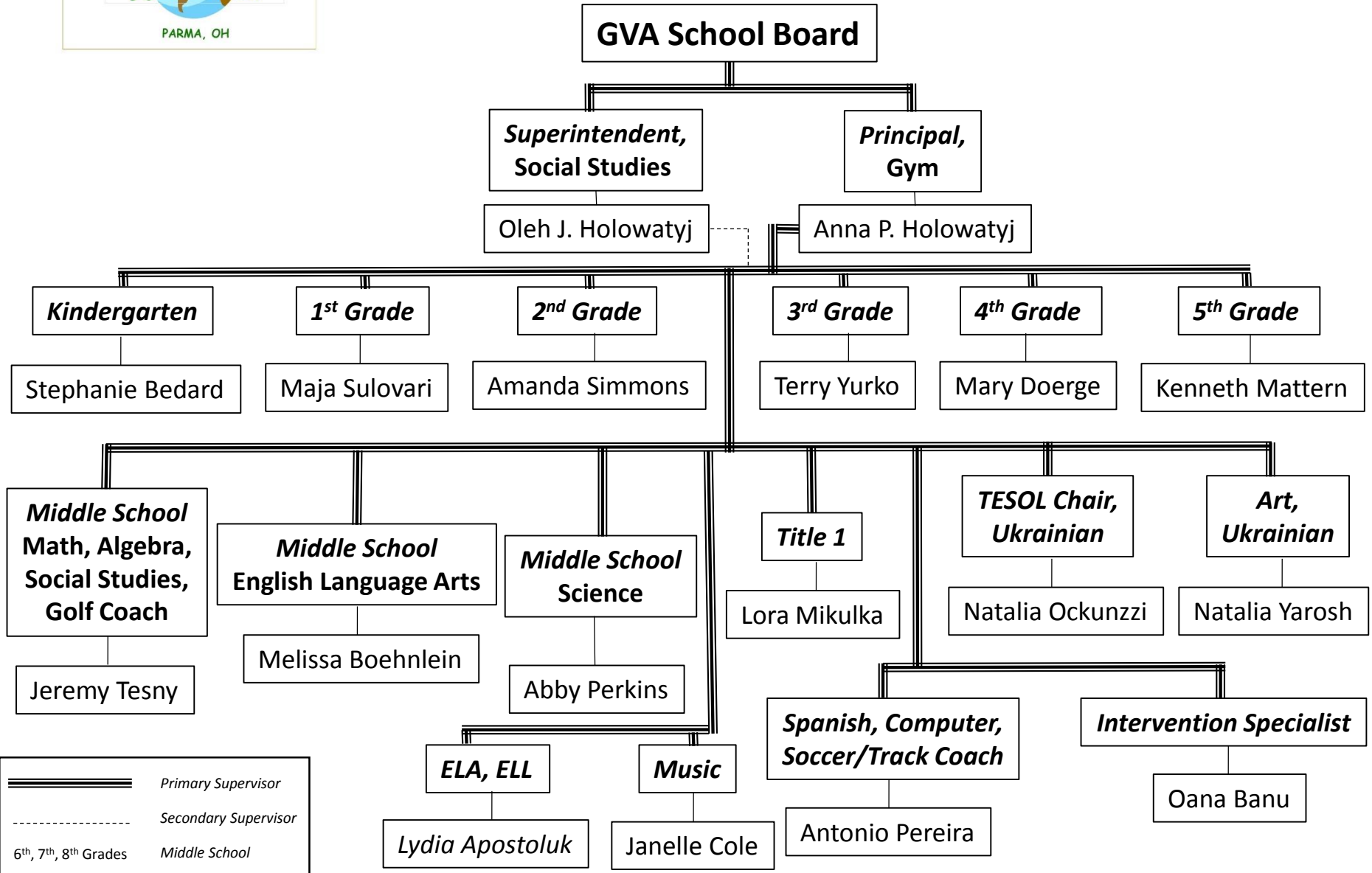
Gallina Yuskiv

----- Secondary Supervisor
===== Primary Supervisor



Global Village Academy

Licensed Staff



Educational Assistants/Paraprofessionals

An educational assistant/paraprofessional is a nonteaching employee who directly assists a teacher by performing duties for which a teaching license is not required.

Prior to employment educational assistants/paraprofessional applicants must submit the following documents:

- A. Application for employment;
- B. Written references and recommendations for employment;
- C. Copy of a valid educational aide permit or paraprofessional license issued by the State Board of Education;
- D. An application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. New employees are employed on a conditional basis pending receipt of a satisfactory background check. Every employee must undergo a criminal background check. Certain convictions as outlined in Ohio Law will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the School's office.

An educational assistant/paraprofessional must be under the supervision and direction of an assigned teacher at all times in the performance of their duties, although such duties need not necessarily be performed in the physical presence of the teacher except as otherwise stated in this policy. An educational assistant/paraprofessional working for the School in a Title I supported program may be assigned to duties consistent with any of the following:

- A. providing one-on-one tutoring for eligible students during times when the teacher would not otherwise be instructing the student;
- B. assisting with classroom management, such as organizing instructional and other materials;
- C. providing assistance in a computer laboratory;
- D. providing support in a library or media center;
- E. conducting parental involvement activities;
- F. acting as a translator;

- G. providing instructional services to students, if working under the direct supervision of a teacher. An educational assistant/paraprofessional will be considered to be working under the "direct supervision" of a teacher if:
1. the teacher plans the instructional activities that the educational assistant/paraprofessional carries out;
 2. the teacher evaluates the achievement of the students with whom the educational assistant/paraprofessional is working; and
 3. the educational assistant/paraprofessional works in close and frequent physical proximity to the teacher.

Nonteaching employees whose functions are solely secretarial and clerical and who do not perform duties as educational assistants are not required to hold a license even though they work under the direction of a teacher.

Educational assistants/paraprofessionals are prohibited from divulging personal information concerning any pupil in the school which was obtained or obtainable while employed, except to the teacher to whom assigned, or the school administrator in such teacher's absence, or when required to testify in a legal proceeding.

R.C. 3319.088; R.C. 3319.291; R.C. 3319.39.

Other Staff

Prior to employment applicants for other positions must submit the following documents to the Global Village Academy:

- A. Application for employment;
- B. Written references and recommendations for employment;
- C. Copies of any specific license or certificate as may be required by law or by the Board or the School administration for the position sought;
- D. An application for the completion of a Bureau of Criminal Identification and Investigation criminal background check as required by Ohio law. New employees will be employed on a conditional basis pending receipt of a satisfactory background check. Every employee must undergo a criminal background check. Certain convictions as outlined in Ohio Law will prohibit an individual from being employed in a public school. A listing of the disqualifying offenses may be obtained from the Superintendent's office or from his/her designee.
- E. Written consent to release your criminal background check to the Global Village Academy, the Sponsor and the Ohio Department of Education.

Staff must possess both physical and mental health to be able to fulfill the duties of employment or the continuation of employment.

Staff may be required to possess such other experience, training or special skills as may be required by the Global Village Academy for the position.

Substitute Teachers

Substitute teachers must possess a valid substitute teacher certificate issued by the Ohio Department of Education. If an applicant can provide evidence that application for a substitute teacher certificate has been made, that person may be employed conditionally for up to 60 days pending receipt of the certificate. If a certificate is not obtained within that period of time, employment will be terminated.

All substitute teachers must complete an application for the completion of a Bureau of Criminal Identification and Investigation and FBI criminal background check as required by Ohio law. Every employee must undergo a criminal background check. Certain convictions as outlined in Ohio Law will prohibit an individual from being employed in a public School. A listing of the disqualifying offenses may be obtained from the Superintendent's office or from his/her designee. New substitute teachers are employed on a conditional basis pending receipt of a satisfactory background check. All Staff must sign a written consent to release background check to the School, Board, Sponsor, and the Ohio Department of Education.

R.C. 3319.226; R.C. 3319.36; R.C. 3319.101; 1964 O.A.G. No. 903.

GLOBAL VILLAGE ACADEMY
POSITION DESCRIPTION
Administrative Staff

Position: Assistant Superintendent

Reports to: Board of Directors

Employment Status: Regular/Full-time

FLSA Status: Exempt

Description: The Assistant Superintendent performs Administrative operational duties and provides support to the Superintendent in all functional areas

NOTE: The below lists are not ranked in order of importance

Essential Functions:

- Ensure safety of students
- Reads, interprets and enters data into various databases
- Coordinates the transportation contracts and services for the school
- Serves as the NEONET coordinator for the school
- Manages the school website
- Oversees and directs the school's State of Ohio testing protocols
- Directs and updates the school's Progress Book platform
- Acts as the school Registrar
- Coordinates the entry and updating of all EMIS information
- Serves as the Records Manager for the school
- Directs and Supervises the school's Community and Parent Liaison Outreach programs
- Assists the Superintendent in the recruitment, hiring, promotion and retention of personnel
- Assists the Superintendent in the discipline, dismissal and evaluation of personnel
- Assists the Superintendent in the role and duties of Principal
- Assists the Superintendent in the planning and operation of the Physical Plant

Other Duties and Responsibilities:

- Perform other duties as assigned by the Board of Directors

Qualifications:

- A minimum of a Bachelor's Degree from an accredited College or University
- Must hold the appropriate licensure as required under the Ohio Revised Code

- Ability to communicate effectively with the student and parent/guardian population, both verbally and in writing
- Such alternatives to the above qualifications as the Board of Directors may find appropriate

Required Knowledge, Skills and Abilities:

- Ability to work effectively with others
- Effective, active listening skills
- Organizational and problem solving skills, record keeping skills
- Advanced computer skills
- Basic first aid
- Ability to communicate and receive ideas and directives through listening, speaking, reading and writing

Additional Working Conditions:

- Occasional exposure to blood, bodily fluids and tissue
- Occasional operation of a vehicle in inclement weather conditions, i.e., being prepared to come to school on all scheduled workdays except calamity days
- Occasional interaction among unruly children
- Occasionally lift, carry, push and pull various items up to a maximum of 50 pounds, e.g., classroom materials and supplies
- Frequent requirement to sit, stand, walk, hear, see, read, crouch, kneel and stoop
- Occasional requirement to balance, climb and use color vision
- The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the work place throughout his/her employment in the District

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

GLOBAL VILLAGE ACADEMY
POSITION DESCRIPTION
Administrative Staff

Position: Dean of Students

Reports to: Principal and/or Superintendent

Employment Status: Regular/Full-time

FLSA Status: Exempt

Description: The Dean of Students performs Administrative operational duties and provides support to the Principal and Superintendent in all functional areas

NOTE: The below lists are not ranked in order of importance

Essential Functions:

- Ensure safety of students
- Reads, interprets and enters data into various databases
- Serves as the Truant Officer for the school
- Assists in the operation of the school's Community and Parent Liaison Outreach programs
- Assists the Principal in the discipline, dismissal and discipline of the student body
- Assists the Superintendent in the planning and operation of the Physical Plant
- Serves as a resource for building staff, administrators, and parents in working with students, creating a positive school climate, and helping students develop a positive self-concept.
- Participates in development of positive behavior support systems
- Coordinates, facilitates and implements disciplinary intervention steps, including PBIS, and processes with staff, working closely with the principal.
- Attends and participates in various leadership team meetings and other building meetings as assigned..
- Coordinates, facilitates and implements attendance intervention steps, including but not limited to holding attendance conferences, making home visits, and preparing BECCA paperwork.
- Contacts students and parents to discuss attendance irregularities.
- Coordinates implementation of parent involvement as well as school sponsored events. Assists with school-wide and event supervision.
- May oversee school-wide emergency preparedness team meetings and implementation efforts.

Other Duties and Responsibilities:

- Perform other duties as assigned by the Principal and/or Superintendent.
- Required to follow Board policies and keep abreast of updates and changes.
- Ability to support and value the efforts of ongoing cultural community projects and events.

Qualifications:

- Demonstrated ability to work successfully and positively with all students to provide them with assistance in meeting their educational needs.
- Skill in human relations which demonstrates sensitivity to needs and concerns of others.
- A Bachelor's Degree (or a minimum of 4 years of college/university courses) from an accredited College or University
- Must hold the appropriate licensure as required under the Ohio Revised Code
- Ability to communicate effectively with the student and parent/guardian population, both verbally and in writing
- Must possess the ability to interpret attendance data accurately.
- Demonstrated ability to communicate orally and in writing with clarity and conciseness.
- Motivates students in a positive direction which will help students to increase individual decision making responsibilities.
- Bilingual skills (English and Ukrainian)
- Such alternatives to the above qualifications as the Board of Directors may find appropriate

Global Village Academy represents a diverse community with a population of approximately 92% students with diverse backgrounds. The Dean of Students must be able to work with culturally diverse families and communities. His/Her commitment to strengthening community engagement and communication with the District's diverse populations is of paramount importance.

Required Knowledge, Skills and Abilities:

- Ability to work effectively with others
- Effective, active listening skills
- Organizational and problem solving skills, record keeping skills
- Advanced computer skills
- Basic first aid
- Ability to communicate and receive ideas and directives through listening, speaking, reading and writing

Additional Working Conditions:

- Occasional exposure to blood, bodily fluids and tissue
- Occasional operation of a vehicle in inclement weather conditions, i.e., being prepared to come to school on all scheduled workdays except calamity days
- Occasional interaction among unruly children
- Occasionally lift, carry, push and pull various items up to a maximum of 50 pounds, e.g., classroom materials and supplies
- Frequent requirement to sit, stand, walk, hear, see, read, crouch, kneel and stoop
- Occasional requirement to balance, climb and use color vision
- The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the work place throughout his/her employment in the District

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent’s supervisor, appointing authority.

_____ Date

Board chairperson or designee

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ Date

Signature

Adoption date:

GLOBAL VILLAGE ACADEMY
POSITION DESCRIPTION
Supplemental Contract

Position: Coordinator – National School Lunch Program (NSLP)

Reports to: Board of Directors

Employment Status: Supplemental

FLSA Status: Exempt

Description: The Assistant Superintendent performs operational duties, reporting and regulatory duties as they pertain to the NSLP

NOTE: The below lists are not ranked in order of importance

Essential Functions:

- Ensure safety of students
- Collects, interprets and enters data into various databases
- Monitors the NSLP operation and provides the necessary information for the federal and state reporting requirements
- Collects data and information as required to validate the participation in the free and reduced price lunch program
- Plans menus and ala carte offerings in accordance with Federal standards
- Oversees the collection and deposit of funds derived from the NSLP
- Maintains inventory of supplies and equipment

Other Duties and Responsibilities:

- Perform other duties as assigned by the Board of Directors

Qualifications:

- Ability to communicate effectively with the student and parent/guardian population, both verbally and in writing
- Such alternatives to the above qualifications as the Board of Directors may find appropriate

Required Knowledge, Skills and Abilities:

- Ability to work effectively with others
- Effective, active listening skills
- Organizational and problem solving skills, record keeping skills

- Advanced computer skills
- Basic first aid
- Ability to communicate and receive ideas and directives through listening, speaking, reading and writing

Additional Working Conditions:

- Occasional exposure to blood, bodily fluids and tissue
- Occasional operation of a vehicle in inclement weather conditions, i.e., being prepared to come to school on all scheduled workdays except calamity days
- Occasional interaction among unruly children
- Occasionally lift, carry, push and pull various items up to a maximum of 50 pounds, e.g., classroom materials and supplies
- Frequent requirement to sit, stand, walk, hear, see, read, crouch, kneel and stoop
- Occasional requirement to balance, climb and use color vision
- The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the work place throughout his/her employment in the District

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the incumbent. The incumbent will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority.

Attachment 6

2019-2020 Office of School Sponsorship Application Form

School:

MISSION: The mission of the community school should communicate the spirit of the school and define the core principles and key values of the school to its students, stakeholders and the public. It should be succinct, meaningful and consistent with student achievement and progress. The mission should be reflected through all sections of the application.

The Global Village Academy (GVA) aims to foster a cross-cultural understanding that will encourage its students to become knowledgeable, self-motivated, and critical thinking people who respect, understand, and communicate with people from cultures different from their own.

EDUCATIONAL PHILOSOPHY: The educational philosophy encompasses the vision, values and purpose for which the school was founded and operates under and is used to measure effectiveness of the program. Please identify the educational philosophy and how the educational philosophy is communicated to the teachers and staff, families, students, community and stakeholders.

1. Teachers and staff

GVA's philosophy of education is that all children are unique and must have a stimulating educational environment where they can grow physically, mentally, emotionally, and socially. It is GVA's desire to create this type of atmosphere where students can meet their full potential. GVA is committed to provide a safe environment where students are invited to share their ideas and take risks.

Competent (Highly Qualified) faculty and staff will be committed to high academic expectations through collaboration, continuous staff professional development, accountability, and individual attention to student needs. The curriculum will have an emphasis on rigorous traditional core academic subjects, as well as, the fine arts, music, computer training, and physical education. GVA will incorporate the Ohio Department of Education current and future standards, comply to/with ODE mandates, and adhere with all Ohio Revised Codes.

2. Families

The number one expectation of parents by GVA is that their child be in school everyday and arrive on time. Parent participation is essential to the success of their children and our school. There are many ways to participate. **The most important way is at home with ones child.** Checking homework, showing children how to study, and expecting reading to happen at home will increase a students level of achievement. Volunteering in either a student's classroom, in the office, field trips, or in the computer lab is a great way to support ones child. It helps Global Village Academy tremendously and is always appreciated. It also makes a student feel very connected to their school

School:

3. Students

At Global Village Academy, we are passionate about encouraging students to:

- Pursue high standards of academic excellence.
- Discover the joy of learning.
- Stretch themselves and raise challenging questions.
- Demonstrate courage, integrity and a commitment to ethical behavior.
- Develop a sense of commitment to purposes larger than themselves.
- Appreciate the richness of diversity.
- THINK independently and creatively.
- Take increasingly more responsibility for themselves and their education.
- Lead healthful lives.
- Be kind to one another.

4. Community and stakeholders

No long ago most teachers worked primarily in their classroom with their students. Very different in todays educational climate. The growth of connective technology and rising public expectations of a education that will allow each child to achieve their maximum potential are placing a lot more eyes upon the GVA and it's staff.

Sharing GVA's achievements and goals with the community/stakeholders has fostered support for our school and has built a base of support for the overall mission of the school. GVA has been fortunate to have fostered an admiration from the community/stakeholders of a caring, education oriented, and staunch advocate for their children's education and wellbeing.

GVA has always (and continues) invited the community into its "school community". One cannot exist without the other. Parents/Guardians and all members of the community are encouraged to visit your classroom and share their real-world experiences. Today anyone with a camera and a

2019-2020 Office of School Sponsorship Application Form

School:

computer can join your classroom to share their experience and thoughts. This allows participation of the community from any distance or location with little disruption to either the school or the community participant. We at GVA have been fortunate to have had many community event participations.

As more and more opportunities/methods exist in the sharing of information, it's important to remember that parents expect to know more about their child's progress on a consistent basis. GVA has moved to "real-time" grade reporting that is updated weekly, or even daily through the use of an online system, Progress Book. It is available to not only parents but students as well to monitor their progress.

Today it's essential to keep all of our shareholders in the loop as much as possible. We live in a society in which information is instantaneous, and being as current as possible sends a positive message to our parents.

GVA needs to get the parents involved by clearly explaining to them what their children will be learning over the course of the semester or year. This GVA does at the beginning of the SY year and continues throughout the entire year. Parents have become GVA's greatest advocates and play a vital role in helping the children perform as expected.

KEY ACADEMIC AND NON-ACADEMIC GOALS:

Reading/English Language Arts

State the academic goals for reading/English language arts for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

GVA's Pearson's English Language Arts (Ohio version) curriculum values the perspective of the learner, collectively and individually, and provides next-gen learning experiences that promote higher achievement. Interactive learning blends print and technology in a student-centered, teacher-inspired classroom. GVA's ELA creates an interactive, engaging, and relevant learning environment through readings, meaningful activities, and purposeful performance tasks. GVA's encourages social collaboration as well as student ownership of learning through goal setting, choice, and reflection. This program is aligned across grade levels (used throughout GVA exclusively), and being state specific (Ohio) prepares students for the state's assessments. Measurable objectives are built into the Pearsons program and assessments are conducted continually throughout its implementation through the use of Text Workbooks, interactively, digitally and "pen to paper". Since the 3rd grade reading guarantee sub score

2019-2020 Office of School Sponsorship Application Form

School:

requirement for promotion to the 4th grade has been in effect GVA has had a 100% pass rate (not counting exempt students) proving the effectiveness of the program.

Each classroom is equipped with an interactive Smart Board/View Sonic for engaging student attentiveness and participation through the use of Pearsons ReadyGen and MyPerspective interactive programs. Additionally all classrooms have Chromebooks (1 to1) that are used extensively by the students for interactive learning, self-assessment, and formal assessment.

ReadyGen 2016 (K-5) and MyPerspective (6-8) from Pearsons helps to prioritize instruction to support higher levels of reading and writing.

- Increase text complexity in reading
- Provide accessible rigor
- Balance fiction and informational texts
- Build content-area knowledge
- Emphasize close reading
- Focus on informative/explanatory, argumentative/opinion, and narrative writing
- Implement performance assessments
- Integrate media and 21st century skills

Additional enhancements included in the program:

- Response to Intervention
- English Language Learners
- Writing
- Phonics Instruction
- Phonics Scope & Sequence

GVA has also enhanced our English Language Arts program in grades 2 – 8 with the Wilson Reading System (WRS). WRS is in intensive tier 3 program for students with word-level deficits who are not making sufficient progress through their current intervention; have been unable to learn with other teaching strategies and require a multisensory language instruction; or who require more intensive structured literacy instruction due to a language-based learning disability, such as dyslexia.

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School:

WRS is a structured literacy program, which directly and systematically teaches the structure of the English language. Through the program, student learning fluids decoding and encoding skills to the level of mastery. From the beginning steps of the program:

- Phonemic awareness
- Decoding and word study
- Sight word recognition
- Spelling
- Fluency
- Vocabulary
- Oral expressive language development
- Comprehension

Global Village Academy’s in-house ELA K-12 licensed teacher has completed and is qualified with the Wilson Reading System program.

For GVA’s Title 1 and K-1 struggling readers we have implemented the Orton-Gillingham reading program. Our Title 1 teacher has been trained in the program. This program is specifically designed to help struggling readers by explicitly teaching the connections between letters and sounds. It is a highly structured program, which breaks reading and spelling down into smaller skills involving letters and sounds, and then building on these skills over time. It also uses the “multisensory” approach to teaching reading. The teacher uses sight, hearing, touch and movement to help students connect language with letters and words.

Orton-Gillingham focuses on:

- Teaching kids to read at the word level.
- Uses multiple pathways to help kids learn.
- Puts a strong emphasis on understanding the “how” and “why” behind reading.

Additional resources used by GVA teachers for ELA are:

- ABCYA.com
- Read Theory
- Grammarly (6-8)
- Quill
- noredink.com
- Simple Solutions
- Performance Coach (Pearson)
- Support Coach (Pearson)

School:

| |
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Alignment of goal to mission:

1. The Ohio Comprehensive Base Line and Benchmark exam will be given twice a year to all Kindergarten through Third Grade students, in the Fall and Spring. All Fourth through Seventh Grades will be administered a Pearsons Base Line and Benchmark exam.
** 75% of GVA students will show positive improvement between Fall and Spring.*
2. GVA students will show proficiency in the critical literacy skills of the Early Childhood Literacy Assessment System (ECLAS) along the continuum on the ABC/Sight Words, Phonemic Awareness, Reading, and Writing by meeting or exceeding the following end-of-year benchmarks.
3. Beginning in 2nd grade, the average national rank in each cohort of GVA students on The McGraw-Hill Terra Nova Multiple Assessment Test will increase by 5 percentiles per year* until the average national ranking of the cohort is at the 70th percentile.** 75% of students in 2nd, 3rd and 5th grades will show yearly improvement ** on The McGraw-Hill Terra Nova Multiple Assessment.*
4. 75% of GVA students who have been with us for 3 or more years will perform at or above level on the Pearsons PBA and EOY exams.
5. GVA students will meet or exceed Parma City School District scores as measured on the Ohio ELA assessment. **
6. All ELL students will show marketable improvement in their English language skills as measured by OTELA within 3 years.

*Students who do not meet the standard will be offered a summer remediation program. Students at the end of the summer program will be reevaluated for proficiency.

**Except where disability or exemption precludes it.

Grade levels:

Kindergarten – 8th Grade

2019-2020 Office of School Sponsorship Application Form

School:

| |
|---|
| <p>Student population:</p> <p>209</p> |
| <p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:</p> <p>1.</p> <p>Achievement of ELL students. Currently 81 out of 209 students are currently in the TSOL program. Students will successful transition into mainstream curriculum after 3 to 4 years at GVA.</p> |
| <p>2.</p> <p>Students are assessed for their level of proficiency using the Ballard Tighe & Idea Proficiency Tests (IPT) in Reading, Writing and Oral across the curriculum. Student in the program are monitored throughout their tenure tested annually using the Ohio Department of Education (Online Reporting) Ohio English Language Proficiency Assessment (OELPA). All scores are entered into the Education Management Information System (EMIS) and monitored along with a Reading Improvement and Monitoring Plan (RIMP) with additional intervention provided as necessary. EMIS data for OELPA is in its second year. Such a low sampling of data would be inconclusive in showing trends in student progress.</p> |
| <p>Data, resources and/or personnel used to monitor and ensure student success:</p> <p>See above for Data/Resources used to monitor and ensure student success:</p> <p>GVA is meeting the ELL need of our students by not only providing an award winning curriculum but providing a fully certified Teaching English to Speakers of Other Languages (TESOL) teachers. Our in-house TESOL teacher holds a Bachelors of Arts degree in Teaching English as a Second Language and a State of Ohio license (P-12) with a Teaching Field: Ukrainian and an Endorsement in: TESOL-K12. GVA is currently financially assisting our K-12 ELA teacher in completing her TESOL (she is also bi-lingual in English and Ukrainian) endorsement to supplement our ELL program, which currently has 81 students, identified ESL. An additional 7 GVA staff members (including one Para-Professional) are either bi or tri-lingual (Ukrainian, Russian, Serbian, Croatian, or Romanian) to assist in classroom instruction as well as communications with parents.</p> |

School:

Plan for intervention should the school not be on track with stated goals:

We have additionally trained “trainers” to instruct our GVA staff on the SIOP Program. The Sheltered Instruction Observation Protocol (SIOP) Model is a research-based and validated instructional model that has proven effective in addressing the academic needs of English learners throughout the United States. With our demographics it is imperative that ALL GVA staff be familiar and armed with tools that will all their students to access the core curriculum regardless of language (ELL) proficiency. The SIOP Program will be another proven tool to aid the educators to meeting the needs of OUR students.

The SIOP Model consists of eight interrelated components:

- Lesson Preparation
- Building Background
- Comprehensible Input
- Strategies
- Interaction
- Practice/Application
- Lesson Delivery
- Review & Assessment

Using instructional strategies connected to each of these components, teachers are able to design and deliver lessons that address the academic and linguistic needs of English learners. Our trainer(s)As the number of English learners increases in schools across the United States, we at GVA are seeking effective ways to help them succeed in K-8 ESL, content area, and bilingual classrooms. “Research shows that when teachers fully implement the SIOP Model, English learners' academic performance improves. In addition, teachers report that SIOP-based teaching benefits all students, not just those who are learning English as an additional language. SIOP instruction also benefits students learning content through another language.”

Math

State the academic goals for math for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

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School:

Goal:

There are approximately 20 Grade-Level Goals for each grade (to many to list here from K-8). *enVision Math 2.0* is designed so that the vast majority of students will reach the Grade-Level Goals for a given grade upon completion of that grade. Students who meet the Grade-Level Goals will be well prepared to succeed in higher levels of mathematics

Alignment of goal to mission:

Persons enVision Math 2.0 is especially good for visual learners and those who benefit from having concepts thoroughly explained. With the number of immigrant students at GVA this program is a appropriate and engaging math program for our students. Student books are heavily illustrated with lots of color, graphics, and photos. New concepts are shown visually, sometimes with real objects and sometimes with illustrations of math manipulatives.

All program begin each unit with a short review set of problems and concludes with a test, all are included in the student workbook. Extra worksheets may be printed from the teacher's edition CD-ROM. Alternative assessments, "Daily Spiral Review," "Problem of the Day," "Quick Check," "Enrichment," "Reteaching," and "Practice" worksheets are provided to teachers. Teachers and/or parents can access information on each student's performance on line through the Persons website.

- Additional math is provided via classroom Chromebooks using purchased supplemental online programs: Khan Academy and Xtra Math. Both are digital and available in the classroom and at home for the students via the web. The major program components are:
- Xtra (K-4)
 - Adaptive Practice
 - Students receive continuously personalized practice in concepts spiraled from the learning path with the desired level of precision and depth.
 - Just-In-Time Instruction
 - Engaging instructional lessons are readily available to students for self-directed learning and automatic time-outs when they struggle.
 - Automatic Assessment
 - Concepts are automatically assessed with strategically spaced mastery checks ensuring students retained knowledge over a longer term.
- Khan Academy (K-8)
 - Comprehensive Standards-Based Math
 - Scaffolded Lessons, Guided Practice, Assignments, Assessments, and Interventions
 - Designed for Ohio Learning Standards

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School:

- Differentiate instruction
 - Leveled assignments
 - Real-time interventions
 - Strategies for expanding understandings
- Immediate feed-back
 - Hints and videos help students work through productive struggles with problem solving.
 - Targeted intervention is automatically delivered to remediate learning in real time.
- Engage Students to Improve Outcome
 - Self-paced practice
 - Built-in intrinsic and extrinsic motivators

Grade levels:
5

Student population:
26

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Students will reach the Grade-Level Goals/Standards for a given grade upon completion of that grade.
2. Students must be able to demonstrate understanding of math concepts (not just procedures); apply understanding to real world examples; use accurate procedures and skills to answer questions and demonstrate mathematical reasoning by explaining, justifying, or critiquing with precision.

Initial assessments:

- Students take state 5th grade math diagnostic aligned to standards, detailing levels of 4th grade
- Analyze data for students from state standardized math tests to determine how well they learned the previous year's content

School:

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| <p>Plan for intervention should the school not be on track with stated goals:</p> <p>All Pearson programs are on line with intervention programs built in to assist students/teachers in meeting goals. Additionally GVA will fund out of pocket tutoring after school as well as in school through para-professionals, Title I, and in-school Interventionist participation in meeting individual student goals.</p> <p>Additional Learning Opportunities</p> <p>The majority of instruction time is spent teaching the state mandated standards through the use of Pearsons, Zaner Bloser, Heinemann, Worldly Wise, Spanish (now supplemented with Spanish “Babel” on line) and Ukrainian (Canadian Multi-Cultural program) curriculum to the entire class. However, a feature of the GVA program that distinguishes it from most public schools is that early intervention is provided (if needed), even in the absence of a diagnosed disability. This happens in several ways:</p> <ol style="list-style-type: none">1. Tutoring: Throughout the day (and at times after school hours) students may from time to time receive tutoring from the faculty or administrator. This is perhaps the most important GVA instructional innovation. Its use is not limited to remediation. Even students with a strong achievement record sometimes need this kind of one-on-one instruction.2. Program adjustments: The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.3. Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented. <p>If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA’s Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.</p> |

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School:

Social Studies

State the academic goals for social studies for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

Students must use sources regularly to learn content; make connections among people, events, and ideas across time and place; and express informed opinions supported by evidence from sources and outside knowledge as well as:

- Analyze primary and secondary sources to describe the different perspectives on an issue relating to a historical event in U.S. history and to present and defend a position.
- Explain the economic and religious reasons for the exploration and colonization of North America by Europeans.
- Explain how competition for control of territory and resources in North America led to conflicts among European colonizing powers
- Explain how the practice of race-based slavery led to the forced migration of Africans to the American colonies.
- Describe the contributions of enslaved and free Africans to cultural and economic development in different regions of the American colonies.

Alignment of goal to mission:

The Pearson Realize program embeds a wide range of assessment across the Social Studies curriculum to continuously inform ongoing instruction and remediation for every student. It allows teachers to supplement Pearson content and lesson plans with school and third-party materials, which allows for a better alignment with changes that may occur in Ohio Department of Education standards. Technology plays a ever increasing role delivering and enhancing a students learning experience. GVA’s Pearson’s Social Studies programs bring together digital content with the responsiveness informed by ongoing assessment results. This keeps students engaged, accountable, and progressing as the teachers use their classroom interactive Smarboards/View Sonics and Chromebooks to further engage their students. ELL students as well as, struggling readers, and students on a RIMP benefit from the online text book text-to-speech function as well as the translation (ELL) features built into many areas of the program.

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School:

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| <p>Grade levels:</p> <p>8</p> |
| <p>Student population:</p> <p>19</p> |
| <p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:</p> <p>1.</p> <ul style="list-style-type: none">Analyze data for students from state standardized social studies tests to determine how well they learned the 6th grade content.Administer various documents based questions for students to demonstrate they have met their targets and the content goals |
| <p>2.</p> <p>By the end of the school year, 85% of the 8th-grade US History students in will meet their targeted score on the department-developed assessment.</p> |
| <p>Data, resources and/or personnel used to monitor and ensure student success:</p> <ul style="list-style-type: none">Assessment Diagnostic assessment after first 4 weeks of school over standards coveredSummative assessment in May:1. Multiple-choice/defining questions to establish recall.2. Timelines that require students to order events to assess chronological thinking.3. Map questions to assess spatial thinking.4. Text-dependent questions to assess reading comprehension and critical thinking <p>Major components to the K-5 programs are:</p> <ul style="list-style-type: none">Read and Write During Every Lesson.Practice Active ReadingBuild Academic Vocabulary |

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School:

- Write for an Audience
- Carries Social Studies Across Disciplines
- Songs and videos
- Digital eText
- Hands-on activities

Major components to the 6-8 programs are:

- Online resources
- Project-based activities
- The Online Virtual Travel Assignment
- Hands-on activities (Activity Cards, Essential Question posters, and wall maps).

Plan for intervention should the school not be on track with stated goals:

All Pearson programs are on line with intervention programs built in to assist students/teachers in meeting goals. Additionally GVA will fund out of pocket tutoring after school as well as in school through para-professionals, Title I, and in-school Interventionist participation in meeting individual student goals.

Additional Learning Opportunities

The majority of instruction time is spent teaching the state mandated standards through the use of Pearsons, Zaner Bloser, Heinemann, Worldly Wise, Spanish (now supplemented with Spanish “Babbel” on line) and Ukrainian (Canadian Multi-Cultural program) curriculum to the entire class. However, a feature of the GVA program that distinguishes it from most public schools is that early intervention is provided (if needed), even in the absence of a diagnosed disability. This happens in several ways:

1. Tutoring: Throughout the day (and at times after school hours) students may from time to time receive tutoring from the faculty or administrator. This is perhaps the most important GVA instructional innovation. Its use is not limited to remediation. Even students with a strong achievement record sometimes need this kind of one-on-one instruction.
2. Program adjustments: The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant

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School:

schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.

3. Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA's Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.

Science

State the academic goals for science for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

Students must be able to use the science and engineering practices to investigate, construct explanations and communicate about a phenomenon.

Initial assessment(s):

- Students complete a science task based on previous grade-level content – see ODE Standards.
- Analyze data for students from baseline assessment

Students complete science instructional tasks aligned to standards taught.

End of Year Assessment: Students complete the science Ohio standards

Alignment of goal to mission:

Global Village Academy's science program is an Integrated, Interactive, and Inter-Connected engaging, hands-on learning experience for students. It is easy-to-manage program to use and teachers can modify and customize portions of the curriculum to meet their classroom/individual needs. It is both print and digital. It engages students while building the skills they need to think like scientists and engineers. Coupled with Pearson Realize,

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School:

an online learning management system for Interactive Science, it is an invaluable to the student. Students (as well as teachers) can go digital with online Student Editions. The can access video, audio, interactive content. The teacher has numerous assessment and intervention tools at her disposal.

Major components to the K-5 program are:

- Hands-on, investigative, and collaborative activities.
- STEM activities embedded throughout the program
- Teacher-directed science inquiry
- Scaffolded instruction
 - Models, prompts, and think-alouds
- Targets critical reading and writing skills
- Various assessment options track student progress and focus science learning.
- Online auto-graded lesson quizzes and student data

Major components to the 6-8 program are:

- Scaffold Inquiry Experiences
 - Teacher-directed inquiry and move to open student inquiry.
 - Modeling, scaffolds, and differentiated instruction
- STEM
 - Program includes STEM features
 - Virtual STEM labs
 - STEM Activity Book
 - Online STEMQuest
 - Targets critical reading and writing skills
 - Online auto-graded lesson quizzes and student data

Grade levels:

5

Student population:

26

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School:

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Students complete science instructional tasks aligned to Ohio standards taught.

End of Year Assessment: Students complete the science Ohio Assessment with Proficient or better

2.

- Students complete a science task based on previous grade-level content – see ODE Standards.
- Analyze data for students from baseline assessment

Data, resources and/or personnel used to monitor and ensure student success:

- Persons Interactive Science provides:
 - Engages students with videos, virtual labs, and interactive art
 - PowerPoint presentations.
 - Allows for customizing of lessons
 - Records and allows data access on by student, small group, or whole class.
 - Teachers can monitor student progress with online quizzes, tests, and benchmark assessments.
 - Teachers can get real-time data on student activity and usage.

Major components to the K-5 program are:

- Hands-on, investigative, and collaborative activities.
- STEM activities embedded throughout the program
- Teacher-directed science inquiry
- Scaffolded instruction
 - Models, prompts, and think-alouds
- Targets critical reading and writing skills
- Various assessment options track student progress and focus science learning.
- Online auto-graded lesson quizzes and student data

Major components to the 6-8 program are:

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School:

- Scaffold Inquiry Experiences
 - Teacher-directed inquiry and move to open student inquiry.
 - Modeling, scaffolds, and differentiated instruction
- STEM
 - Program includes STEM features
 - Virtual STEM labs
 - STEM Activity Book
 - Online STEMQuest
 - Targets critical reading and writing skills
 - Online auto-graded lesson quizzes and student data

Plan for intervention should the school not be on track with stated goals:

All Pearson programs are on line with intervention programs built in to assist students/teachers in meeting goals. Additionally GVA will fund out of pocket tutoring after school as well as in school through para-professionals, Title I, and in-school Interventionist participation in meeting individual student goals.

Additional Learning Opportunities

The majority of instruction time is spent teaching the state mandated standards through the use of Pearsons, Zaner Bloser, Heinemann, Worldly Wise, Spanish (now supplemented with Spanish “Babel” on line) and Ukrainian (Canadian Multi-Cultural program) curriculum to the entire class. However, a feature of the GVA program that distinguishes it from most public schools is that early intervention is provided (if needed), even in the absence of a diagnosed disability. This happens in several ways:

1. Tutoring: Throughout the day (and at times after school hours) students may from time to time receive tutoring from the faculty or administrator. This is perhaps the most important GVA instructional innovation. Its use is not limited to remediation. Even students with a strong achievement record sometimes need this kind of one-on-one instruction.
2. Program adjustments: The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant

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School:

schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.

3. Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA's Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.

Other Academic Goals

State the other academic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

The ELL (English Language Learners) program is established to provide students with the vocabulary and grammatical structures needed for both school performance and everyday living. The program functions in grades K-8, following the Ohio English Language Proficiency Standards (ELP)

Together with the classroom teacher, the TESOL teacher develops language acquisition and cognitive academic language skills through the use of sound instructional techniques. The ELL program provides the English Language Learner (ELL) the opportunity to grasp the academic, social, and cultural aspects of the English language through the teaching of reading, writing, spelling, and listening.

The goal of the ELL program is to help students develop language skills necessary to be successful students and members of society. This can be done most effectively by meeting the following objectives:

1. to nurture self-pride and self-identity in each student's linguistic and cultural heritage
2. to develop proficiency in the English language.
3. to reach a level of proficiency in reading, writing, speaking, and listening as outlined in the Ohio State Standards.

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School:

4. to reach a level of proficiency in all content areas.
5. to provide curricular and extra-curricular opportunities for ELL in a similar fashion to our non-ELL students.

GVA is located in the heart of the “Ukrainian Village” in Parma, Ohio and our student demographics reflect that population. With an over 87% bi-lingual (over 90% being Ukrainian and Russian) and immigrant population (Ukrainian, Russian, Pilipino, Egyptian and Moldavian) GVA is meeting the needs of these students by a implementing a very rigorous English Language Learners (ELL) program through Pearsons ELL initiatives. Like all students, English learners need complex texts. Pearsons ReadyGen curriculum helps English learners work with complex texts in support of language development and learning. The instructional supports and assessment tools provided in Pearsons’ ReadyGen are designed to enable English Language learners to catch up academically at a pace that will guide them into mainstream academics as quickly as possible. Pearsons ELL ReadyGen 2016 organizes instruction around five research-based principles that support English learners: Identify and communicate content and language objectives, frontload the lesson, provide comprehensible input, enable language production, and assess for content and language understanding. This ELL curriculum is imbedded within each Pearson curriculum.

Alignment of goal to mission:

GVA is meeting the ELL need of our students by not only providing an award winning curriculum but providing a fully certified Teaching English to Speakers of Other Languages (TESOL) teachers. Our in-house TESOL teacher holds a Bachelors of Arts degree in Teaching English as a Second Language and a State of Ohio license (P-12) with a Teaching Field: Ukrainian and an Endorsement in: TESOL-K12. GVA is currently financially assisting our K-12 ELA teacher in completing her TESOL (she is also bi-lingual in English and Ukrainian) endorsement to supplement our ELL program, which currently has 81 students, identified ESL. An additional 7 GVA staff members (including one Para-Professional) are either bi or tri-lingual (Ukrainian, Russian, Serbian, Croatian, or Romanian) to assist in classroom instruction as well as communications with parents.

Grade levels:

K-8

Student population:

209

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

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School:

1. All ELL students will show marketable improvement in their English language skills as measured by OTELA within 3 years.

Taken from the ODE web site for ELL Standards

- At the beginning of the school year, it's important that district administrators and teachers have access to information about the proficiency levels of ELLs provided either through initial assessments at time of enrollment or through the annual English Language Proficiency progress assessments.
- With this information, grade level and content teachers can more effectively collaborate, plan, and implement appropriate instruction for the ELLs in their classrooms.
- For each of the ten standards listed in the first section of t, targets for student performance by end of proficiency levels 1 through 5 have been developed for the grade levels/bands:
 - Kindergarten, grade 1, grades 2-3, grades 4-5, grades 6-8, and grades 9-12.

Data, resources and/or personnel used to monitor and ensure student success:

Students are assessed for their level of proficiency using the Ballard Tighe & Idea Proficiency Tests (IPT) in Reading, Writing and Oral across the curriculum. Student in the program are monitored throughout their tenure tested annually using the Ohio Department of Education (Online Reporting) Ohio English Language Proficiency Assessment (OELPA). All scores are entered into the Education Management Information System (EMIS) and monitored along with a Reading Improvement and Monitoring Plan (RIMP) with additional intervention provided as necessary. EMIS data for OELPA is in its second year. Such a low sampling of data would be inconclusive in showing trends in student progress. However our own internal records indicate a successful transition into mainstream curriculum after 3 to 4 years for GVA ELL students.

We have additionally trained "trainers" to instruct our GVA staff on the SIOP Program. The Sheltered Instruction Observation Protocol (SIOP) Model is a research-based and validated instructional model that has proven effective in addressing the academic needs of English learners throughout the United States. With our demographics it is imperative that ALL GVA staff be familiar and armed with tools that will all their students to access the core curriculum regardless of language (ELL) proficiency. The SIOP Program will be another proven tool to aid the educators to meeting the needs of OUR students.

The SIOP Model consists of eight interrelated components:

- Lesson Preparation
- Building Background
- Comprehensible Input
- Strategies

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School:

- Interaction
- Practice/Application
- Lesson Delivery
- Review & Assessment

Using instructional strategies connected to each of these components, teachers are able to design and deliver lessons that address the academic and linguistic needs of English learners. Our trainer(s)As the number of English learners increases in schools across the United States, we at GVA are seeking effective ways to help them succeed in K-8 ESL, content area, and bilingual classrooms. “Research shows that when teachers fully implement the SIOP Model, English learners' academic performance improves. In addition, teachers report that SIOP-based teaching benefits all students, not just those who are learning English as an additional language. SIOP instruction also benefits students learning content through another language.”

Plan for intervention should the school not be on track with stated goals:

All Pearson programs are on line with intervention programs built in to assist students/teachers in meeting goals. Additionally GVA will fund tutoring after school as well as in school through para-professionals, Title I, and in-school Interventionist participation in meeting individual student goals.

Additional Learning Opportunities

The majority of instruction time is spent teaching the state mandated standards through the use of Pearsons, Zaner Bloser, Heinemann, Worldly Wise, Spanish (now supplemented with Spanish “Babbel” on line) and Ukrainian (Canadian Multi-Cultural program) curriculum to the entire class. However, a feature of the GVA program that distinguishes it from most public schools is that early intervention is provided (if needed), even in the absence of a diagnosed disability. This happens in several ways:

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2. Program adjustments: The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant

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School:

schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.

3. Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA's Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.

Nonacademic Goals: These are goals related to the school's unique program. The goals must be aligned to the school's mission and include outcomes that result in successful implementation of the school's unique program.

Nonacademic Goal 1

State the nonacademic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal:

Please see English Language Learners above. (Grades K-8)

The curriculum also includes physical and health education with a focus on "Wellness" (a formal program at GVA) on everyday living and exercise.

By the end of each school year 100% of students at Global Village Academy will demonstrate a minimum of one year's growth in all core subject areas, as well as perform at the proficient or accelerated level on all state assessments; and, will demonstrate proficiency in critical literacy skills.

1. GVA students will meet or exceed Parma City School District scores as measured on the Ohio ELA assessment. **
2. All ELL students will show marketable improvement in their English language skills as measured by OTELA within 3 years.

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School:

*Students who do not meet the standard will be offered a summer remediation program. Students at the end of the summer program will be reevaluated for proficiency.

**Except where disability or exemption precludes it.

Alignment of goal to mission:

GVA's curriculum is aligned with the Ohio Learning Standards-Extended (OLS-E) and is designed to guide students toward their grade level goals. During each year of instruction GVA utilizes the Ohio Department of Education standards to prepare our students for the Ohio's State Tests in English Language Arts, Mathematics, Science and Social Studies. Teachers make adjustments to our current curriculum, if necessary, in an effort to stay aligned with the state standards.

GVA's Title 1 services (push-in and pull-out) and Intervention services are implemented to assist students who qualify for and/or are in need of additional instruction. Both the Title 1 and Interventionist are full time staff at Global Village Academy with a part time Speech and Hearing teacher contracted through PSI.

Grade levels:

K-8

Student population:

209

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1.

- All students will have access to the regular classroom curriculum at GVA
- A positive school climate which fosters development and learning

2.

- 75% of GVA students will show positive improvement between Fall and Spring.*
- Tardiness and Absenteeism will be cut by 50%

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School:

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| <p>Data, resources and/or personnel used to monitor and ensure student success:</p> <ol style="list-style-type: none">1. Ongoing impromptu classroom visits and continuous/daily positive climate reinforcement with staff2. EMIS Coordinator, staff, principal and Dean of Students will monitor and meet with parents quarterly to insure understanding to new attendance state policies. |
| <p>Plan for intervention should the school not be on track with stated goals: Reinforcement and stakeholder meetings/seminars.</p> |
| <p style="text-align: center;">Nonacademic Goal 2</p> |
| <p>State the nonacademic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.</p> |
| <p>Goal:</p> <p>See Nonacademic Goal 1</p> |
| <p>Alignment of goal to mission:</p> <p>See Nonacademic Goal 1</p> |
| <p>Grade levels:</p> <p>K-8</p> |

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School:

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| Student population: 208 |
| Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation: 1. See Nonacademic Goal 1 |
| 2. See Nonacademic Goal 1 |
| Data, resources and/or personnel used to monitor and ensure student success: See Nonacademic Goal 1 |
| Plan for intervention should the school not be on track with stated goals: See Nonacademic Goal 1 |
| Communities Served: The school should describe the communities the school serves and how the school connects with the community and families. |
| Student population served and how the needs of that population are being addressed through the mission, curriculum, instruction and services of the school: GVA is located in the heart of the “Ukrainian Village” in Parma, Ohio and our student demographics reflect that population. With an over 87% bi-lingual (over 90% being Ukrainian and Russian) and immigrant population (Ukrainian, Russian, Pilipino, Egyptian and Moldavian) GVA is meeting the needs of these students by a implementing a very rigorous English Language Learners (ELL) program through Pearsons ELL |

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School:

initiatives. Like all students, English learners need complex texts. Pearsons ReadyGen curriculum helps English learners work with complex texts in support of language development and learning. The instructional supports and assessment tools provided in Pearsons' ReadyGen are designed to enable English Language learners to catch up academically at a pace that will guide them into mainstream academics as quickly as possible. Pearsons ELL ReadyGen 2016 organizes instruction around five research-based principles that support English learners: Identify and communicate content and language objectives, frontload the lesson, provide comprehensible input, enable language production, and assess for content and language understanding. This ELL curriculum is imbedded within each Pearson curriculum.

GVA is meeting the ELL need of our students by not only providing an award winning curriculum but providing a fully certified Teaching English to Speakers of Other Languages (TESOL) teachers. Our in-house TESOL teacher holds a Bachelors of Arts degree in Teaching English as a Second Language and a State of Ohio license (P-12) with a Teaching Field: Ukrainian and an Endorsement in: TESOL-K12. GVA is currently financially assisting our K-12 ELA teacher in completing her TESOL (she is also bi-lingual in English and Ukrainian) endorsement to supplement our ELL program, which currently has 81 students, identified ESL. An additional 7 GVA staff members (including one Para-Professional) are either bi or tri-lingual (Ukrainian, Russian, Serbian, Croatian, or Romanian) to assist in classroom instruction as well as communications with parents.

As mentioned and explained earlier the SIOP Program will be another tool to aid the educators to meeting the needs of OUR students.

School's plan to provide families and community members opportunities to support the success of the school:

Our families meet with the administrators and school staff on a daily bases keeping them informed, translating any and all administrative/bureaucratic requirements as well as enlightening them about the United States Educational system. The principal opens every car door and greets every child getting off the buses during morning arrival and engages with parents as needed or necessary. Our TESOL Chair has a "New Comers" briefing, which is attended by parents and children, to inform and educate them on the rules and requirements of the Ohio Department of Education. This meeting is always well attended. The meeting is one of many that transpire throughout the school year and is informal and informative because the cultures from around the world are truly different and assimilation (at least the understanding of) is not accomplished overnight. The educational systems are markedly different from anything most of the "New Comers" are familiar with. All correspondences are in at least two languages and numerous staff members are either bi or tri lingual in Ukrainian, Russian, or Romanian. The main office administrative assistant is bi-lingual as is the EMIS coordinator/registrar and they interface daily (continually throughout the day) with students, parents, and guardian. Meetings between parents are arranged so as to have translators (if needed) available so that parents informed and engaged with GVA.

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School:

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| Academic Program: The educational program is developed with the goal of improved student outcomes and educational success of students. When describing the educational program, incorporate a pedagogical approach, curriculum, assessment culture and other elements that creates a comprehensive educational program addressing the whole child. |
| Overview of program delivery: VISION GVA envisions a community school with high academic standards and high expectations from students and supported by parents, administrators, faculty/staff and be actively engaged with the local community. Competent (Highly Qualified) teachers will be committed to high academic expectations through collaboration, continuous staff professional development, accountability, and individual attention to student needs. The curriculum will have an emphasis on rigorous traditional core academic subjects, as well as, the fine arts, music, computer training, and physical education. GVA will incorporate the Ohio Department of Education current and future standards, comply to/with ODE mandates, and adhere with all Ohio Revised Codes. Global Village Academy (GVA) views a young learner's early years are when a solid foundation of learning must be built on to promote a lifetime of learning. Our education program features a rigorous approach to the six basic academic disciplines: language arts, mathematics, science, history and geography, foreign languages, computer applications and the arts. The heart of the program is a sequential and cumulative curriculum. In each area, our school emphasizes skills as well as knowledge and ideas. Our objective is not a program in which repetition and drilling are by any means the only tools. In every field of human endeavor, the achievement of excellence involves experiences, preparation, practice and commitment. To write well, one must write frequently and be exposed to the tools with which experienced writers construct polished prose. The same is true in the arts, in mathematics, and so on. The program is an integrated whole. Four detailed perspectives on; Curriculum, Student Demographics/Focus of the Curriculum, Academic Goals, and Learning Opportunities are enumerated:. |

School:

Student Demographics and Focus of the Curriculum

GVA is located in the heart of the “Ukrainian Village” in Parma, Ohio and our student demographics reflect that population. With an over 87% bi-lingual (over 90% being Ukrainian and Russian) and immigrant population (Ukrainian, Russian, Pilipino, Egyptian and Moldavian) GVA is meeting the needs of these students by a implementing a very rigorous English Language Learners (ELL) program through Pearsons ELL initiatives. Like all students, English learners need complex texts. Pearsons ReadyGen curriculum helps English learners work with complex texts in support of language development and learning. The instructional supports and assessment tools provided in Pearsons’ ReadyGen are designed to enable English Language learners to catch up academically at a pace that will guide them into mainstream academics as quickly as possible. Pearsons ELL ReadyGen 2016 organizes instruction around five research-based principles that support English learners: Identify and communicate content and language objectives, frontload the lesson, provide comprehensible input, enable language production, and assess for content and language understanding. This ELL curriculum is imbedded within each Pearson curriculum.

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Students are assessed for their level of proficiency using the Ballard Tighe & Idea Proficiency Tests (IPT) in Reading, Writing and Oral across the curriculum. Student in the program are monitored throughout their tenure tested annually using the Ohio Department of Education (Online Reporting) Ohio English Language Proficiency Assessment (OELPA). All scores are entered into the Education Management Information System (EMIS) and monitored along with a Reading Improvement and Monitoring Plan (RIMP) with additional intervention provided as necessary. EMIS data for OELPA is in its second year. Such a low sampling of data would be inconclusive in showing trends in student progress. However our own internal records indicate a successful transition into mainstream curriculum after 3 to 4 years for GVA ELL students.

We have additionally trained “trainers” to instruct our GVA staff on the SIOP Program. The Sheltered Instruction Observation Protocol (SIOP) Model is a research-based and validated instructional model that has proven effective in addressing the academic needs of English learners throughout the United States. With our demographics it is imperative that ALL GVA staff be familiar and armed with tools that will all their students to access the core curriculum regardless of language (ELL) proficiency. The SIOP Program will be another proven tool to aid the educators to meeting the needs of OUR students.

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School:

The SIOP Model consists of eight interrelated components:

- Lesson Preparation
- Building Background
- Comprehensible Input
- Strategies
- Interaction
- Practice/Application
- Lesson Delivery
- Review & Assessment

Using instructional strategies connected to each of these components, teachers are able to design and deliver lessons that address the academic and linguistic needs of English learners. Our trainer(s)As the number of English learners increases in schools across the United States, we at GVA are seeking effective ways to help them succeed in K-8 ESL, content area, and bilingual classrooms. “Research shows that when teachers fully implement the SIOP Model, English learners' academic performance improves. In addition, teachers report that SIOP-based teaching benefits all students, not just those who are learning English as an additional language. SIOP instruction also benefits students learning content through another language.”

GVA faculty has the opportunity to meet creatively the challenge of achieving timely mastery of the knowledge and skills specified in the curriculum. To help meet this challenge, assessment is integrated with the curriculum in order to confirm student progress and ensure accountability of the school. In a sequential and cumulative curriculum such as ours this is particularly important. Partly through assessment (see Measurement, under Academic Goals), GVA teachers identify students for whom additional tutoring or challenges may be appropriate. Assessment is also used to evaluate the effectiveness of different teaching methods and curriculum materials.

Academic Goals

By the end of each school year 100% of students at Global Village Academy will demonstrate a minimum of one year's growth in all core subject areas, as well as perform at the proficient or accelerated level on all state assessments; and, will demonstrate proficiency in critical literacy skills.

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School:

Measurement:

7. The Ohio Comprehensive Base Line and Benchmark exam will be given twice a year to all Kindergarten through Third Grade students, in the Fall and Spring. All Fourth through Seventh Grades will be administered a Pearsons Base Line and Benchmark exam. ** 75% of GVA students will show positive improvement between Fall and Spring.*
8. GVA students will show proficiency in the critical literacy skills of the Early Childhood Literacy Assessment System (ECLAS) along the continuum on the ABC/Sight Words, Phonemic Awareness, Reading, and Writing by meeting or exceeding the following end-of-year benchmarks.
9. Beginning in 2nd grade, the average national rank in each cohort of GVA students on The McGraw-Hill Terra Nova Multiple Assessment Test will increase by 5 percentiles per year* until the average national ranking of the cohort is at the 70th percentile.** 75% of students in 2nd, 3rd and 5th grades will show yearly improvement ** on The McGraw-Hill Terra Nova Multiple Assessment.*
10. 75% of GVA students who have been with us for 3 or more years will perform at or above level on the Pearsons PBA and EOY exams.
11. GVA students will meet or exceed Parma City School District scores as measured on the Ohio ELA assessment. **
12. All ELL students will show marketable improvement in their English language skills as measured by OTELA within 3 years.

*Students who do not meet the standard will be offered a summer remediation program. Students at the end of the summer program will be reevaluated for proficiency.

**Except where disability or exemption precludes it.

Organizational Goals:

Organizational goals, again, are based on a finite income. As we approach our goal of 222 students we have and will add staff to GVA. In order to keep costs down we have been able to hire from PSI for part-time staff as the need arises. Psychologist, Speech and Hearing staff have been provided at an hourly wage per time sheet. Our increased enrollment allowed us to add a full time interventionist, a full time TESOL teacher and a full time Spanish/Computer teacher (for SY 2019-2019). Additional future staff would include, a Social Studies teacher for the middle school, a Physical Education teacher, Curriculum Coordinator, and full-time Music teacher. An additional administrative assistant to take on some of the many tasks that our EMIS coordinator performs (EMIS, DASL, Progress Book, District Testing Coordinator, Transportation Manager, Field Trip Organizer, Health Screening Coordinator, National Lunch Program Director..to mention a few). A “nice to have” would be a full time Epicenter clerk.

School:

Learning Opportunities

The majority of instruction time is spent teaching the state mandated standards through the use of Pearsons, Zaner Bloser, Heinemann, Worldly Wise, Spanish (now supplemented with Spanish “Babel” on line) and Ukrainian (Canadian Multi-Cultural program) curriculum to the entire class. However, a feature of the GVA program that distinguishes it from most public schools is that early intervention is provided (if needed), even in the absence of a diagnosed disability. This happens in several ways:

4. Tutoring: Throughout the day (and at times after school hours) students may from time to time receive tutoring from the faculty or administrator. This is perhaps the most important GVA instructional innovation. Its use is not limited to remediation. Even students with a strong achievement record sometimes need this kind of one-on-one instruction.
5. Program adjustments: The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.
6. Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA’s Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.

It is GVA’s policy that homework should complement and supplement, but will never replace the teacher's obligation to cover material in the classroom. Classwork allows sufficient practice to acquire proficiency, with homework providing reinforcement and enrichment. Through classwork and homework the teacher helps students to develop effective learning and work habits. The Administration supports the teachers' efforts towards maintaining an appropriate atmosphere and level of safety and authority in the classroom.

Evidence that the educational program supports improved student outcomes:

Data in Support of GVA’s successful Pearson’s curriculum model:

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School:

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| <ul style="list-style-type: none"> ▪ SY 2011-2012 Annual Report <ul style="list-style-type: none"> ○ Performance Index: 106.7 pts. | State Indicators Met: 1 (100%) | AYP: Met |
| <ul style="list-style-type: none"> ▪ SY 2012-2013 School Report Card <ul style="list-style-type: none"> ○ Performance Index: 104.1 pts. ▪ 3rd Grd Reading <ul style="list-style-type: none"> • 78.6% (OH 81.4%) ▪ 4th Grd Reading <ul style="list-style-type: none"> • 91.7% (OH 87.7%) | State Indicators Met: 100% | <ul style="list-style-type: none"> 3rd Grd Math <ul style="list-style-type: none"> • 100.0% (OH 78.5%) 4th Grd Math <ul style="list-style-type: none"> • 75.0% (OH 77.7%) |
| <ul style="list-style-type: none"> ▪ SY 2013-2014 School Report Card <ul style="list-style-type: none"> ○ Performance Index: 102.0 pts. ▪ 3rd Grd Reading <ul style="list-style-type: none"> • 100.0% (OH 81.0%) ▪ 4th Grd Reading <ul style="list-style-type: none"> • 93.8% (OH 85.7%) ▪ 5th Grd Reading <ul style="list-style-type: none"> • 87.5% (OH 71.9) | State Indicators Met: 100% | <ul style="list-style-type: none"> 3rd Grd Math <ul style="list-style-type: none"> • 100.0% (79.7%) 4th Grd Math <ul style="list-style-type: none"> • 75.0% (78.3%) 5th Grd Math <ul style="list-style-type: none"> • 81.3% (OH 67.5%) 5th Grd Science <ul style="list-style-type: none"> • 68.8% (OH 69.1%) |
| <ul style="list-style-type: none"> ▪ SY 2014-2015 School Report Card (<i>SY 2014-2015 Data unreliable due to ODE reporting</i>) <ul style="list-style-type: none"> ○ Performance Index: 101.8 pts. ▪ 3rd Grd Reading <ul style="list-style-type: none"> • 95.7% (OH 78.5%) ▪ 4th Grd Reading <ul style="list-style-type: none"> • 90.0% (OH 78.9%) ▪ 5th Grd Reading <ul style="list-style-type: none"> • 70.6% (69.5%) ▪ 6th Grd Reading <ul style="list-style-type: none"> • 100.0% (70.3%) | State Indicators Met: 100% | <ul style="list-style-type: none"> 3rd Grd Math <ul style="list-style-type: none"> • 95.7% (OH 66.3%) 4th Grd Math <ul style="list-style-type: none"> • 80.0% (65.1%) 5th Grd Math <ul style="list-style-type: none"> • 88.2% (OH 65.7%) 6th Grd Math <ul style="list-style-type: none"> • 100.0% (OH 65.4%) 4th Grd Social Studies <ul style="list-style-type: none"> • 90.0% (62.0%) 5th Grd Science <ul style="list-style-type: none"> • 70.6% (60.3%) 6th Grd Social Studies <ul style="list-style-type: none"> • 83.3% (57.5%) |
| <ul style="list-style-type: none"> ▪ SY 2015-2016 School Report Card <ul style="list-style-type: none"> ○ Performance Index: 78.7% ▪ 3rd Grd Reading | State Indicators Met: 45.5% | <ul style="list-style-type: none"> 3rd Grd Math |

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School:

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| <ul style="list-style-type: none"> • 76.9% (OH 54.9%) | 84.6% (OH 66.3%) | |
| <ul style="list-style-type: none"> ▪ 4th Grd Reading <ul style="list-style-type: none"> • 90.5% (OH 57.5%) | 4 th Grd Math <ul style="list-style-type: none"> • 95.2.0% (69.2%) | 4 th Grd Social Studies <ul style="list-style-type: none"> • 85.7% (OH 75.8%) |
| <ul style="list-style-type: none"> ▪ 5th Grd Reading <ul style="list-style-type: none"> • 63.6% (OH 60.2%) | 5 th Grd Math <ul style="list-style-type: none"> • 68.2% (OH 62.4%) | 5 th Grd Science <ul style="list-style-type: none"> • 63.6% (OH 67.5%) |
| <ul style="list-style-type: none"> ▪ 6th Grd Reading <ul style="list-style-type: none"> • 53.3% (OH 54.0%) | 6 th Grd Math <ul style="list-style-type: none"> • 53.3% (OH 56.7%) | 6 th Grd Social Studies <ul style="list-style-type: none"> • 66.7% (OH 61.2%) |
| <ul style="list-style-type: none"> ▪ SY 2016-2017 School Report Card <ul style="list-style-type: none"> ○ Performance Index: 83.7%. State Indicators Met: 72.7% | | |
| <ul style="list-style-type: none"> ▪ 3rd Grd Reading <ul style="list-style-type: none"> • 69.2% (OH 63.8%) | 3 rd Grd Math <ul style="list-style-type: none"> • 83.3% (OH 70.6%) | |
| <ul style="list-style-type: none"> ▪ 4th Grd Reading <ul style="list-style-type: none"> • 94.7% (OH 62.8%) | 4 th Grd Math <ul style="list-style-type: none"> • 94.7% (OH 62.4%) | 4 th Grd Social Studies <ul style="list-style-type: none"> • 100.0% (OH NC) |
| <ul style="list-style-type: none"> ▪ 5th Grd Reading <ul style="list-style-type: none"> • 87.0% (OH 67.7%) | 5 th Grd Math <ul style="list-style-type: none"> • 91.3% (OH 61.6%) | 5 th Grd Science <ul style="list-style-type: none"> • 87.0% (OH 68.3%) |
| <ul style="list-style-type: none"> ▪ 6th Grd Reading <ul style="list-style-type: none"> • 68.8% (OH 60.2%) | 6 th Grd Math <ul style="list-style-type: none"> • 87.5% (OH 60.2%) | 6 th Grd Social Studies <ul style="list-style-type: none"> • 75.0% (OH NC) |
| <ul style="list-style-type: none"> ▪ SY 2017-2018 School Report Card (<i>GVA individual grade scoring data is unavailable</i>) <ul style="list-style-type: none"> ○ Performance Index: 85.1%. State Indicators Met: 83.3% | | |
| <ul style="list-style-type: none"> ▪ 3rd Grd Reading <ul style="list-style-type: none"> • 00.0% (OH 61.2%) | 3 rd Grd Math <ul style="list-style-type: none"> • 00.0% (OH 67.0%) | |
| <ul style="list-style-type: none"> ▪ 4th Grd Reading <ul style="list-style-type: none"> • 00.0% (OH 66.4%) | 4 th Grd Math <ul style="list-style-type: none"> • 00.0% (OH 72.5%) | |
| <ul style="list-style-type: none"> ▪ 5th Grd Reading <ul style="list-style-type: none"> • 00.0% (OH 70.2%) | 5 th Grd Math <ul style="list-style-type: none"> • 00.0% (OH 62.9 %) | 5 th Grd Science <ul style="list-style-type: none"> • 00.0% (OH 68.5%) |
| <ul style="list-style-type: none"> ▪ 6th Grd Reading <ul style="list-style-type: none"> • 00.0% (OH 59.4%) | 6 th Grd Math <ul style="list-style-type: none"> • 00.0% (OH 59.4%) | |
| <ul style="list-style-type: none"> ▪ 7th Grd Reading <ul style="list-style-type: none"> • 00.0% (OH 63.9%) | 7 th Grd Math <ul style="list-style-type: none"> • 00.0% (OH 59.4%) | |

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School:

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| <ul style="list-style-type: none"> ▪ SY 2018-2019 School Report Card <ul style="list-style-type: none"> ○ Performance Index: 87.2%. State Indicators Met: 93.3% ▪ 3rd Grd Reading <ul style="list-style-type: none"> • 100.0% (OH 66.7%) ▪ 4th Grd Reading <ul style="list-style-type: none"> • 84.2% (OH 63.3%) ▪ 5th Grd Reading <ul style="list-style-type: none"> • 83.3% (OH 69.8%) ▪ 6th Grd Reading <ul style="list-style-type: none"> • 87.5% (OH 56.1%) ▪ 7th Grd Reading <ul style="list-style-type: none"> • 86.4% (OH 67.7%) ▪ 8th Grd Reading <ul style="list-style-type: none"> • 66.7% (OH 58.3%) 3rd Grd Math <ul style="list-style-type: none"> • 100.0% (OH 67.1%) 4th Grd Math <ul style="list-style-type: none"> • 100.0% (OH 74.3%) 5th Grd Math <ul style="list-style-type: none"> • 91.7% (OH 62.5%) 6th Grd Math <ul style="list-style-type: none"> • 87.5% (OH 60.1%) 7th Grd Math <ul style="list-style-type: none"> • 81.8% (OH 57.5.5%) 6^{8h} Grd Math <ul style="list-style-type: none"> • 100.0% (OH 57.3%) 5th Grd Science <ul style="list-style-type: none"> • 91.7% (OH 65.0%) 8th Grd Science <ul style="list-style-type: none"> • 100.00% (OH 68.2%) | | |
| Curriculum and Instruction | | |
| Attach the documentation establishing that the curriculum and instruction align with Ohio's Learning Standards. | | |
| Delivery methods for curriculum and instruction: | | |

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School:

Curriculum

The GVA curriculum is designed to encourage critical thinking and applications of acquired knowledge and skills. Integration of different academic disciplines is systemic in our academic programs. For example, reading and writing (as well as science and math) skills are an integral part of the curriculum in all academic disciplines.

Instructional materials, including textbooks, workbooks, reading lists, and enrichment materials, are an essential element of the GVA curriculum. The GVA process of selection is based on the following criteria: 1) correspondence with the school's achievement targets for each grade, 2) subject accuracy, 3) clarity of exposition, and 4) vocabulary and ideas that build from grade to grade. Faculty and administrators may contribute supplemental curriculum materials. These are subjected to the same review and approval process used for other instructional materials.

The core GVA grade-by-grade outcomes meet the Ohio New Learning Standards requirements. In language arts the focus is on reading, comprehension, writing, grammar, and speech. A second language is taught beginning in Kindergarten and continued at every grade level at GVA. The mathematics curriculum includes numerical operations, measurement, probability and statistics, algebra, and geometry. A special emphasis is placed on problem solving, including age appropriate challenge problems. Quantitative reasoning combined with observation and experimentation are stressed in the physical sciences, life sciences, and earth sciences. The students study the political, economic, geographic, cultural, and technological forces that have shaped the history of the world and of the United States. Both performing and survey components in the visual arts and music are included as well. The development of self-discipline along with effective study, organization, and work habits is stressed at GVA.

The GVA approach to technology also includes specific skills to be acquired and concepts to be mastered. Computers connected (hard wired or wireless) to the Internet are used as tools where appropriate, but not as ends in themselves. Students also use specific computer programs to assist them in their research and assignment completion. The school computer lab or Chromebooks may be used throughout the day. Each classroom is equipped with a Smart board for interactive learning and a charging cart with a 1 to 1 ratio of computers to students. These classroom Chromebooks are easily accessible by the classroom teacher and readily available. GVA makes a concerted effort to maintain and provide the latest technology to both the teaching staff as well as the students. We budget and plan upgrades in equipment, programs, and connectivity on an ongoing basis.

The curriculum also includes physical and health education with a focus on “Wellness” on everyday living and exercise.

GVA’s curriculum is aligned with the Ohio Learning Standards-Extended (OLS-E) and is designed to guide students toward their grade level goals. During each year of instruction GVA utilizes the Ohio Department of Education standards to prepare our students for the Ohio's State Tests in English Language Arts, Mathematics, Science and Social Studies. Teachers make adjustments to our current curriculum, if necessary, in an effort to stay aligned with the state standards.

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School:

GVA's Title 1 services (push-in and pull-out) and Intervention services are implemented to assist students who qualify for and/or are in need of additional instruction. Both the Title 1 and Interventionist are full time staff at Global Village Academy with a part time Speech and Hearing teacher contracted through PSI.

English Language Arts:

Please see Reading/English Language Arts above in Key Academic and Non-Academic Goals:

Math:

For additional information please see Math above in Key Academic and Non-Academic Goals:

GVA math program by Persons, enVision Math 2.0, is a comprehensive mathematics curriculum. It offers the flexibility of print, digital, or blended instruction. Our program also provides the focus, coherence, and rigor of the Ohio Learning Standards by concentrating on project-based learning, and visual learning strategies. The program allows for customization options so that a teacher may better meet the needs of her/his diverse classroom environment through differentiated instructions. As with our ELA curriculum enVision Math 2.0 is also aligned across grade levels with a Response to Intervention and ELA component.

GVA's licensed Math teacher is instructing selected 8th grade students in Algebra I in preparation for the state Algebra test. Textbooks being used for Algebra are also from Pearsons (envision Algebra 1). Students who successfully complete the state exam will be given **high school credit** for Algebra upon entering the 9th grade in any Ohio Public high school they may choose to attend.

Components of the program are:

- Conceptual Understanding
 - This deepens students' abilities to think mathematically. When students connect ideas, they deepen their understanding.
 - Persons enVision Math 2.0 program is organized into clusters of connected topics and lessons.
 - Students learn to see relationships, ask questions, and try different approaches.

- Personalized and Adaptive Learning
 - This component makes math, learner-centered, relevant, and focused
 - There are a wide variety of differentiation resources and strategies.
 - Tiered activities, learning centers, flexible grouping, and technology help you accommodate learning styles and readiness.

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School:

- **Managed Learning**
 - There is only one learning management system, which allows for access to all content, resources, assessments, and student data on Pearson Realize.
 - This learning management system gives the teacher instant access to everything he or she needs to be able to assess the students positive or negative progress and customize a program to better meet the target objectives of that student/class.

All program begin each unit with a short review set of problems and concludes with a test, all are included in the student workbook. Extra worksheets may be printed from the teacher's edition CD-ROM. Alternative assessments, "Daily Spiral Review," "Problem of the Day," "Quick Check," "Enrichment," "Reteaching," and "Practice" worksheets are provided to teachers. Teachers and/or parents can access information on each student's performance on line through the Persons website.

Additional programs that have shown success to supplement the GVA Pearsons enVision 2.0 at all grade levels are:

- ABCYA.com
- Cool Math
- Freckle
- firstinmath.com
- Simple Solutions

Science:

Please see Science above in Key Academic and Non-Academic Goals:

Social Studies:

For additional information please see Social Studies above in Key Academic and Non-Academic Goals:

As with all of Global Village Academy's core curriculum it is Persons Ohio specific. Pearsons curriculum uses storytelling, literacy instruction, and flexible resources to instruct students through the different disciplines associated with Social Studies. Stories from our world engage students and help develop thoughtful, literate citizens. Lessons apply inquiry processes, practice reading and writing, and involve collaboration and communication skills. Blended learning approach is used through various media experiences including an interactive Student Worktext and digital courseware. To enhance the already rigorous program GVA has added Pearson Realize, which provides a complete digital curriculum. It provides assessment, planning, instruction and tracking integrated with GVA's Pearson's Social Studies curriculum to automatically personalize instruction for all students and offer comprehensive, customizable programs.

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Major components to the K-5 programs are:

- Read and Write During Every Lesson.
- Practice Active Reading
- Build Academic Vocabulary
- Write for an Audience
- Carries Social Studies Across Disciplines
- Songs and videos
- Digital eText
- Hands-on activities

Major components to the 6-8 programs are:

- Online resources
- Project-based activities
- The Online Virtual Travel Assignment
- Hands-on activities (Activity Cards, Essential Question posters, and wall maps).

100% of GVA 3rd grade students have passed their State Reading Assessment (not counting exempt students) for promotion to the 4th grade each year since the requirement has been in place.

Process for ongoing development, improvement and refinement of curriculum:

The majority of instruction time is spent teaching the state mandated standards through the use of Pearsons, Zaner Bloser, Heinemann, Worldly Wise, Spanish (now supplemented with Spanish “Babel” on line) and Ukrainian (Canadian Multi-Cultural program) curriculum to the entire class.

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School:

However, a feature of the GVA program that distinguishes it from most public schools is that early intervention is provided (if needed), even in the absence of a diagnosed disability. This happens in several ways:

1. Tutoring: Throughout the day (and at times after school hours) students may from time to time receive tutoring from the faculty or administrator. This is perhaps the most important GVA instructional innovation. Its use is not limited to remediation. Even students with a strong achievement record sometimes need this kind of one-on-one instruction.
2. Program adjustments: The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.
3. Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA's Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.

The University of Illinois Curriculum Refinement Model is a guide we like to use when evaluating our curriculum. We do not use it as a "cure all" for curriculum but it is a precise and exacting tool to us as a guide. Below is a "highlighted" be it an abbreviated overview:

- Step 1: Identify and Begin to Develop Primary Questions about the Curriculum and Associated Context Step
- Step 2: Prepare for the Evaluation Step
- Step 3: Assess the Context
- Step 4: Establish the Evaluation Focus and Questions
- Step 5: Complete the Evaluation Design
- Step 6: Carry Out the Design Step
- Step 7: Develop and Present Findings, Recommendations, and Action Plan

A full description of the University of Illinois Curriculum Refinement Model can be found at <https://occril.illinois.edu/docs/librariesprovider4/prc/curriculum-evaluation.pdf> Again we only us it as one of many "guides" and not a model for GVA.

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School:

Professional development focused on improving implementation of curriculum and instructional program:

Global Village Academy has contracted with the Educational Service Center of Cuyahoga County to provide services throughout the school year designed to accentuate our staff's strengths and provide professional development (PD) classes that will reinforce and augment their teaching abilities and skills. He/She will act as Professional Development Coaches and will be able to provide a framework of support. Professional Development will be at least once a month conducted by CCECSC on subjects and areas as directed by the administration. This PD service plus informal OTES evaluations was contracted at a lesser level during SY 2016-2017 and was found to be extremely helpful and constructive. The board, to continue at a more robust level for the upcoming school year, approved the additional PD for staff and administrators. This training will also be linked to our in-services and the training will be highly beneficial to our staff and positively impact our student body.

The staff has already benefited from technology training on Google and Google Doc's and (as directed by the administration) is standardizing all lesson plans. Additional Progress Book Training is an ongoing program to encourage our student's parents to become more involved and responsive to the needs of not only their children by to their teachers and administrators as well. Usernames and passwords have been created and instructions on the use of Progress Book have been sent view mail and website to the families. Communication and involvement between parents, faculty and administration is the key to fostering a partnership in child education and development.

A resident Educator Mentor is provided to all teachers in the Resident Educator program. Mentors and Resident Educators collaborate on all aspects of quality instruction including assessment, lesson planning, and student achievement. The program offers monthly meetings, support, and information that enhances the teaching experience. Mentors offer onsite, individualized support to teachers in order to meet the needs of the teachers and their students.

Additionally GVA uses Pearson webinars and has also contracted for PD classes with Simple Solutions (K-8) for Math, Sciences, and ELA supplemental material to give our Pearson curriculum just one more layer of teacher enhancements.

Methods for determining professional development needs of staff:

The school views all subject areas as important, but success in reading, writing, and basic mathematics are seen as crucial for our students. During these years, special steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so

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School:

that some additional time is made available for faculty tutoring. Other situations may warrant schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.

Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA's Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted.

Process used by school to perform teacher performance evaluations, including elements evaluated and frequency of evaluations:
Teachers are evaluated formally and informally at GVA. The principal and the superintendent informally evaluate the teachers daily by sitting in on classes and observing them during instruction. They receive immediate feedback both positive and negative as appropriate. Formal evaluations are conducted either by the superintendent (who is OTES trained) or by contracting with the NEOESC for evaluators. These formal evaluations are used to assist the educators to refine their methods and not for punitive purposes. The formal evaluations are for personal use/enrichment only and are conducted either once or twice per school year while the informal evaluations are ongoing throughout the school year.

Arts, Music, Physical Education, Technology and Career Readiness

Overview of the additional curriculum outside of the core academic areas:

Music is conducted weekly by a licensed Ohio music educator ranging from music theory to choral arrangements, recorder playing, movement, and music related to history and our countries development and culture. Our theater director works with the music teacher to put on musical productions twice a year. This is an after-school program and it has been a big hit with not only the students put the parents as well. Standing room only during the evening performances. All grade levels are involved in one way or another and it is truly entertaining. Non-Assessed curriculum.

Although Career Readiness is not required at GVA because the law only requires it to be taught if there are students at risk of dropping out of school. The law requires attendance in school till age 18 unless a diploma is achieved prior to that age. Children may drop out at 14 but only if they have/need to work for personal family reason. GVA's children do not fall in either category however we do teach "Smart Money Choices: Your Rights Under Ohio Consumer Law" A Guide to Ohio's Consumer Protection Laws from the Ohio Attorney General's Consumer Protection Section. This along with Stock Market and guest speakers on various careers (lawyers, first responders, mechanics, dentists, etc., have visited our school to give talks to 6th, 7th and 8th graders.). These courses are given as part of the Computer Applications course offered to the Middle School and assessed as Satisfactory or Unsatisfactory.

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School:

GVA is proud to be a 1:1 computer Chromebook school providing every student from K-8 with a classroom, individual computer as well as a 26 PC lab for grades 2-8 which are taught by a licensed K-12 Ohio Computer teacher. Courses vary from Keyboarding to the above mentioned business oriented courses to beginning Coding courses. Assessment is based on personal achievement and the acquisition of basic skills/program(s) knowledge.

Physical Education is taught by our Principal and various from grade level to grade level following the guidelines of the Ohio Department of Education. Children are also evaluated per requirement per the physical standards prescribed by Ohio Department of Education annually. The evaluations are designed to be incorporated within physical education lessons and one part of the law is to use these assessments to measure the success of each student in meeting the benchmarks established by ODE within the Physical Education Academic Content Standards to Demonstrate locomotor and non-locomotor skills in a variety of ways. The benchmark assessments are broken down by grade level: K-2, Demonstrates competency in motor skills and movement patterns; 3-5, Demonstrates competency in motor skills and movement patterns needed to perform a variety of physical activities; 6-8, A physically literate individual demonstrates competency in a variety of motor skills and movement patterns.

GVA’s art program is also taught by a licensed Ohio art teacher and the program is both engaging and comprehensive in that it includes a multitude of genre for children K-8 and is cumulative and not redundant from year to year. Wonderful program that has been embraced by our students. We use a program purchased from a California called “Art in Action” and it uses a variety of methods to include interactive on-line presentations and hands on activities. Assessment is based on active participation with a grade of Satisfactory or Unsatisfactory.

Student Performance, Assessment and Program Evaluation

School standards for promoting students:

Please see: “Process for ongoing development, improvement and refinement of curriculum” above for **Program Evaluation**

Promotion and Retention

The GVA administration recognizes that the personal, social, physical, and educational growth of children will vary, and that they should be placed in the educational setting most appropriate for their needs at the various stages of their growth. Each student will be moved forward in a continuous pattern of achievement and growth that is in harmony with his/her own development.

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School:

Decisions on the promotion and retention of students in a grade are based on documented instructional objectives, performance standards, and promotion criteria. The Superintendent, Principal, and staff to develop and maintain instructional objectives, performance standards, and promotion criteria for each grade level in the School based on ODE standards. Parent(s) and students are made aware of the instructional objectives, performance standards, and promotion criteria. Periodically during the year teachers provide written progress and grade reports. Grades and assignments can also be tracked by both parents/guardians and students via Progress Book on a daily bases. Teachers will also provide evaluation reports to parents and students during teacher-parent conferences. The grading system used to measure student progress toward achieving the predetermined instructional objectives and performance standards is applied consistently throughout the GVA. The Superintendent, after consultation with staff and parents, has the authority to make the final decision relative to the promotion or retention of a student. Promotion of a student from one grade to the next shall be based solely on that individual student's having met applicable promotion criteria. The decision to promote a student shall rest solely with the Superintendent, with appropriate input from the student's teacher(s), the professional staff, and parent(s).

Factors

Teachers and the Superintendent will consider at least the following factors in arriving at decisions on promotion or retention. Factors are applicable in all grade levels.

- The student's level of academic aptitude and achievement;
- The student's level of social and emotional development and the student's ability to effectively interact with other students in his/her current grade level;
- The student's attendance patterns (absences, tardiness, early checkout, excused, or unexcused) and its effect on the student's progress;
- Any other factors thought to be appropriate by the Superintendent, teacher(s), and professional staff.

The School will not utilize a Student's failure or a specified score on any statewide achievement tests as a factor in any decision to deny a Student's promotion to a higher grade level, except that the School may use a Student's failure to attain a score in at least the basic range as a factor in deciding to deny a Student's promotion to the next level on the following tests:

- 3rd grade math and reading achievement tests;
- 4th grade reading, writing, math, and social studies achievement tests;
- 5th grade reading, writing, math, and science achievement tests;
- 6th grade reading writing, math and social studies achievement tests;
- 7th grade reading, writing and math achievement tests; or
- 8th grade reading, writing, math, and science achievement tests.

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School:

The School may choose not to promote a Student to the next grade level, who does not take a required statewide achievement test or make-up test, and who is not exempt from the requirement to take such test.

Disabled Students

Promotion and retention of previously identified disabled students shall be subject to the factors and policy above, but shall also consider the contents of the student's individualized educational plan (IEP).

School standards for graduating students or student progression to middle or high school or beyond the grades served by the school:

GVA is a K-8 elementary school however please see above for eighth graders progressing to high school from GVA.

School design for measuring and reporting performance and progress of the school as a whole, student cohorts over time, and academic and social development of each student:

Curriculum-Based Monitoring:

GVA uses standardized State tests, formal and informal questions/participation by students, computer based assessments, homework/classwork and the social development through constant monitoring of a student's performance and social interaction by ALL staff members of GVA. As stated earlier in the application Progress Book is a method by which to inform parents/guardians as well as students of their academic accomplishments (or lack of) and is used as a means of communication as well. The data is accumulated and over the course of the entire year and is a way to effectively and accurately monitor student progress and teaching methods. Homework, testing/class participation, and conferencing with administrators, students, and parents/guardians are methods used by our teachers, staff, and administrators to measure all aspects of student progress both academically and social/emotional frequently on a regular bases.

Frequent evaluations that chart student progress and social development can positively impact how students view themselves as learners and individuals. Frequent evaluation through classroom participation, written work (in and out of class) testing and student-teacher interaction can target areas where a student needs intervention/differentiated instruction to achieve successful learning. Successful learning improves the student's self-esteem and motivation the student to be an active participant in his/her development both academically and socially.

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School:

Assessments for measuring achievement that are research-based and consistent with the school's mission:

Wilson Reading System
Orton-Gillingham Reading Program
Simple Solutions
Performance Coach
Xtra (K-4) "Automatic Assessment"
Khan Academy (K-8) "Scaffolded Lesson, Guided Practice, Assignments, Assessments and Interventions"
State Pre and Post Tests
Ballard Tighe & Idea Proficiency Tests (IPT)
Ohio English Language Proficiency Assessment (OELPA)
SIOP (Review & Assessment-one of eight interrelated component of the model)
McGraw-Hill Terra Nova Multiple Assessment Test

Describe how the school uses student data to facilitate decision-making with the goal of improved student outcomes.

Please see: Student Demographics and Focus of the Curriculum, Curriculum-Based Monitoring, and Process for ongoing development, improvement and refinement of curriculum, and all Key Academic and Non-academic Goals.

Involvement of the following stakeholder groups in reviewing and responding to student achievement data:

1. Governing authority

After careful review of school achievement data the Governing authority will provide necessary resources to develop and implement research-based materials/curriculum/intervention to support subjects and/or students to be more successful in the regular education classroom. The goal of the Governing authority is to ensure that all students receive the best possible education at GVA by supporting and funding innovative and proven methods of instruction.

School:

2. School administrators

After careful review of school achievement data the administration will provide, with the support of the governing authority, necessary resources to develop and implement research-based materials/curriculum/intervention to support subjects and/or students to be more successful in the regular education classroom. The goal of the administrators is to ensure that all students receive the best possible education at GVA by supporting and funding innovative and proven methods of instruction. The data also allows the administrators to see not only the weakness in the program but strengths as well. Strengths need to be lauded and examined for dissemination to other faculty as weaknesses have to be explored and visited for remediation.

3. Teachers

Teachers will apply the data to their daily work and instructional planning. GVA is aware that the skills that educators need in order to use data to identify achievement problems and develop instructional solutions are complex. To enhance data-literacy and data-use skills in a way that is consistent with GVA goals, GVA provides ongoing professional development opportunities in the area of technology and data interpretation. .

4. Students

“Kids say the darnedest things!” is very true and their commentary should not be ignored. Sharing the data with children is a great motivator regardless of the data being positive or negative. GVA listens to its students when that make comments or observations regarding curriculum and curriculum presentation and how the learning environment may have affected their score outcomes. The data reviewed by the student guided by the teacher can and will give the student insight into their strengths and weaknesses for them to better understand what direction/effort to take/make.

5. Parents

“Parent involvement is the essential factor in improving the knowledge and supports children’s education. It is referred to as the relationship between parents and children that plays a part in their children’s progress and also leads the parents to take part in schooling processes” (Reynolds, 1992). The development of children in the learning process can be identified through the use of data along with empirical information gathered by the classroom teacher. Data presented to parents during one-on-one conferences along with in-depth explanation and analysis will aid parents in their intervention as they assist their child in areas that the data identified as deficient. It is essential that parents are involved and communicate openly between home and school, supporting learning at home, participating in school activities, and having a voice

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in decision-making practices within the administrative structure. With the lines of communication open between parents and teachers the intervention can be monitored and adjusted as needed. Parents have an obligation and responsibility to carry out the education of their children. The quality of education for a child can be improved by involving parents in their education. Parent involvement is necessary to improve the academic achievement of students. When the parents get involved in the learning process, the children will be motivated to do better at school.

Supports for Diverse Learners

The process and procedures employed to identify, assess and serve students in the following areas:

1. English language learners

Please see: Student Demographics and Focus of the Curriculum

3. Low-performing students

GVA will make every reasonable effort to close the achievement gap between its high and low-performing children.

Tutoring: Throughout the day (and at times after school hours) students may from time to time receive tutoring from the faculty or administrator. This is perhaps the most important GVA instructional innovation. Its use is not limited to remediation. Even students with a strong achievement record sometimes need this kind of one-on-one instruction.

Program adjustments: Steps are taken to support any student who appears to be at risk in these areas. If the daily tutoring period proves insufficient, the GVA teacher, in consultation with the Principal and parents, may consider adjusting the student's academic weekly schedule, so that some additional time is made available for faculty tutoring. Other situations may warrant schedule changes as well. An appropriately modified program is provided for any student with an individual educational plan, which requires it.

Differentiated instructions: The teachers use differentiated instructions as a tool to ensure that all students comprehend the lesson(s) being presented.

3. Students with disabilities

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School:

If there is a diagnosed or perceived disability using all appropriate approved measures to address and identify such a disability GVA's Intervention team and Interventionist will follow all legal protocols in the establishment of an approved IEP or 504 plan (whichever is warranted). All follow on procedures required by law will then be adhered to and properly recorded and submitted

4. Other populations served by the school

Please see English Language Learners addressed throughout this application.

Culture and Family Engagement

Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents.

Please refer to "Communities Served"; "School's plan to provide families and community members opportunities to support the success of the school:"

Describe the school's philosophy regarding student behavior and discipline for the student population and students with special needs. The student discipline should be consistent with the school's mission and educational philosophy.

GVA has established a Student Code of Conduct/Offenses which will not be replicated here due to its length however GVA believes adamantly that all students are expected to conform to the Student Code of Conduct and are subject to the School's disciplinary process when they fail to do so. Every child deserves to have a safe and prepared environment that is conducive to learning and GVA promotes and insists on students' adherence to the Student Code of Conduct. A portion of the Student code of Conduct is that listed:

Progressive Discipline

First Level Offense

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Teacher explains or reviews class and School rules and warns the child of possible consequences.
Teacher applies appropriate consequences, including time-outs not to exceed child's age.

Second Level Offense

Teacher applies appropriate consequences, including longer time-outs or time-out in an alternate area.
Teacher personally communicates the problem(s) with the child's parent(s).
Teacher sends a written report home and a copy to the office.

Third Level Offense

If actions taken at Levels 1 - 2 have not corrected the inappropriate behavior or if the student engaged in serious act(s) of misconduct, the Superintendent may suspend the student from School, not to exceed ten School days.

Fourth Level Offense

If actions taken at Levels 1 -3 have not corrected the inappropriate behavior or if the student engaged in serious act(s) of misconduct, the Superintendent may expel the student from School, not to exceed 80 days, unless one year is specifically authorized, or, unless the student is permanently excluded under Policy No. 273.

Suspension and expulsion may be used for violations of the Student Code of Conduct. Principals, deputy principals, and assistant principals may take disciplinary action including suspension in response to violations. These administrators may suspend a student for a period not to exceed ten (10) school days per violation. The most severe action may not necessarily be used. Principals will make the recommendation of the expulsion penalty to the Superintendent. Only the Superintendent may expel a student from school.

The term "school" refers to all instances when the student is under the authority of the school, the term "property" refers not only to school-owned property but to any property, public or private, which may be damaged during the period when the student is under the authority of the school.

Students are considered to be subject to the authority of the school when they are at school related or school sponsored events even though those activities may not take place at an actual school. Some examples include athletic meets and games, field trips, contests, and concerts. Offenses that occur at such events will be subject to the same penalties as offenses that occur in school.

Senate Bill I (School Safety Zones) expands the district's authority to suspend and expel students for misconduct that occurs off of district property but, is connected to activities or incidents that have occurred on district property or school related functions. This includes misconduct by a student

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that regardless of where it occurs is directed at a district official or employee or the property of an official or employee.

Students, after required due process as specified in Ohio Revised Code 3313.66, found to have violated this code may be expelled by the Superintendent. The Superintendent may expel a student for a period not to exceed eighty (80) school days. Based on Ohio Revised Code Section 3313.66 - Expulsion, students who bring firearms on to school property, in a school vehicle, or at any school-sponsored event shall be expelled for ONE CALENDAR YEAR. Students who bring knives onto school property, in a parked vehicle on school property, or at any school sponsored activity may be expelled for ONE CALENDAR YEAR. This includes any adult crime that a student may commit while under the custody and control of the school or at any school related function. Students will receive no grades for school work during an expulsion. Students are officially withdrawn during an expulsion.

Expulsion will result in a loss of academic credit. This includes loss of credit at any college or university post secondary or alternative program.

Additionally, students who are expelled for a violation of this section, have reached their sixteenth birthday, have been convicted or adjudicated delinquent of a violation of O.R.C. 3316.662, may be subject to permanent exclusion from school.

Special Education students require a manifestation determination and team review prior to disciplinary action regarding expellable offenses.

Describe how the school involves parents/guardians as partners in the education of their children to build and maintain family school partnerships.

Please see “Community and Stakeholders” and EL. The description of how the school involves parent/guardians as partners in education of their children and how GVA builds and maintains family school partnerships is also imbedded in every facet of this application. It is evident that the administration and staff are fully committed to not only the children but to the parents and the unique community it services.

Organizational Viability of the School

Capacity of the governing authority:

This information was addressed and provided as an Attachment. Individual board members provided questionnaires and resumes. The governing authority meets a minimum of once (1) a month, every second Tuesday of the month. They do occasionally stop by the school or provide PD classes (one of the members is a Police Officer and also the CEO of “In Focus of Cleveland) and has provided ALICE training and career classes

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to GVA students) while other members (both educators/teachers and administrator/superintendent/treasurer) have provide keen insight into PD training and curriculum/assessments. Our one board member Dr. (MD) is a prominent Ukrainian in the community, and works with the Veterans Hospital in downtown Cleveland and was the director of the largest Ukrainian Saturday school in the Cleveland area. Our 5th member works for the City of Parma and is one of the major organizers who contributed to the establishment of “The Ukrainian Village” area in Parma. He is also a prominent Ukrainian within the community and is very active with the Ukrainian Scout organization “Plast” a camping organization for young men and women. All frequent the school during school hours and during the summer when renovations/repairs are being conducted

Governance and management roles and responsibilities and the oversight provided to the school:

Global Village Academy does not have a management company. Currently GVA’s oversight is provided directly by the Board of Directors and additional oversight is provided per contract agreement with the Ohio Department of Education and the Office of School Sponsorship. The following Governance roles and responsibilities are (in part) directly from the GVA By-Laws:

ARTICLE III Board of Directors

Section 4. Powers. The Board of Directors shall have all powers and authority, as designated in the Charter, for the management of the business, property, and affairs of the Corporation, to do such lawful acts as it deems proper and appropriate to promote the objectives and purposes of the Corporation. The Board of Directors may, by general resolution, delegate to committees of its own number or to officers of the Corporations such powers as it may see fit for specified periods of time.

ARTICLE V Directors

Section 4. Duties. Officers shall have the duties and responsibilities belonging to their office, including those that follow.

(a) The Chairman shall be the chief executive officer of the Corporation, responsible, along with his/her fellow Directors, for the oversight of its business and affairs. He/she shall preside at all meetings of the Board. The Chairman shall have full and **equal** vote as accorded to all Directors. The Chairman may enter into and execute in the name of the Corporation contracts or other instruments that are authorized by the Board of Directors. The Chairman may delegate, as needed, to any other officer any or all of the duties of the office of Chairman. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

(b) The Vice President shall have such duties and responsibilities as may be delegated to him/her by the President. The Vice President shall have full and equal vote as accorded to all trustees. In the absence of the President, the Vice President shall perform all the duties of the President and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the President, including

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presiding at meetings of the Board of Trustees. He/she shall have such other powers and duties as may be prescribed by the Board of Trustees or by these By-Laws.

(c) The Secretary shall cause notices of all meetings to be served to all members of the Board of Directors and the Chairman and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the instant meeting. The Secretary shall keep the Seal of the Corporation. He/she shall have such other powers and duties as may be prescribed by the Board or by these By-laws.

(d) The Treasurer shall be the chief financial officer of the Corporation and shall have oversight of the Business Administrator as that employee takes responsibility of the financial records, investments, and other evidences of school properties and assets. The Treasurer shall ensure that the Business Administrator keeps regular books of account for the Corporation that set out business transactions of the Corporation, such books to be at all times open to inspection at their place of keeping to any Board of Directors member. The Treasurer shall be the chair of the Financial Committee, which shall prepare an annual budget, in conjunction with the School Superintendent and the School Business Administrator, for the consideration and approval of the Board of Board. The Treasurer shall ensure that the Business Administrator deposits all moneys and other valuables in the name and to the credit of the Corporation with such depositaries as shall be designated by the Board of Directors. The Treasurer shall provide oversight to the Business Administrator in the investment and reinvestment of funds of the Corporation and the disbursement of funds of the Corporation as may be ordered by the Board of Directors. The Treasurer shall render to the Board of Directors and the members of the school community, at the Annual Meeting, statements evidencing the current financial condition of the Corporation. The Treasurer shall ensure that the Business Administrator establishes a system of adequate financial recording showing quarterly income, expenditures, and balance and shall, at the first meeting following the end of each quarter, submit to the Board of Directors a detailed written financial report in compliance with the Ohio statutes and regulations relating to charter schools. The Treasurer, as chair of the Finance Committee, annually shall recommend an auditing firm to be hired by the Board of Directors to review the books of the Corporation and provide a report on them to the Board of Directors.

Corrective Action Plans and Improvement Plans: If the school has been placed on a corrective action plan or has created an improvement plan, the school must demonstrate how it will ensure the school will support and sustain compliance with rule, law, the contract and the corrective action or improvement plan. This must be supported with data, processes and procedures.

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School:

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| N/A |
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Attachment 7

Attachment 8

Attachment 9

Global Village Academy

Board Minutes

Regular Meeting of the Board,

February 13, 2018

The Board of Directors of Global Village Academy met in Regular Session on Tuesday, February 13, 2018, in the Cafeteria of the Global Village Academy. The meeting was called to order at 7:05 pm by Chris Zgrabik, President.

Present: Chris Zgrabik, Edward Muffet, Roman Fedkiw, and George Jaskiw.

Absent: Russell White

Also in attendance were Oleh Holowatyj, Superintendent, Deborah Herrmann, Treasurer, Brenda Brcak, Finance, and Laura Barber-Purvis, Education Consultant, ODE (via mobile).

Mr. Muffet moved and Mr. Jaskiw seconded that the Board approve the minutes of the January 9, 2018 regular meeting of Global Village Academy Board. 2018-005

Roll Call: Yeas: Muffet, Jaskiw, Fedkiw and Zgrabik
Nays: None
Motion Carried 4-0

There were no public comments.

TREASURER'S REPORT:

- a. The Board approved the Financial Report and Check Payment Register – January 2018:
Total Revenue = \$117,273.75: Total Expenses = \$123,355.19: Total Bank Balance @ US Bank 01/31/2018 = \$64,766.97: Total Investment Balance @ STAR Ohio 01/31/2018 - \$380,016.29 at 1.46% interest.
- b. The Board approved the following Appropriation Modification to be made to the FY 2018 Permanent Appropriation Resolution. Additional funds collected to meet the modification:

| | | |
|-------|----------------------------|---------------------|
| FUND: | 001-9412 | \$8,000.00 increase |
| | General Fund – consumables | |
- c. The Board authorized re-enrollment in the Ohio SchoolComp 2019 Worker's Compensation Group Rating program (CompManagement), sponsored by the Ohio School Board Association and the Ohio Association of School Business Officials at the annual fee of \$430.00.
- d. Treasurer's Report: None

Superintendent's Report:

- a. The Board waived the second reading and adopted the following policies and policy revisions upon their first reading, February 13, 2018:
- #265 – Restraint and Seclusion Policy
 - #241 – Admission Procedures
 - #313.1 – Personal Information Systems Policy
 - #124 – Government Authority Compensation Resolution
- b. The Board approved the tutoring contract of Lydia Apostoluk at \$15.00 per hour for afterschool tutoring during the 2017-2018 school year, effective January 25, 2018. Paid through Title I Grant and the submission of timesheets.
- c. The Board approved the following substitute teacher contracts for the balance of the 2017-2018 school year:
- Stephen Slywczuk, effective February 13, 2018 at \$100.00 per day.
- Kenneth Mattern, effective February 12, 2018/ at \$100.00 per day.
- d. The Board approved following field trips to be taken during the 2017-2018 and 2018-2019 school years:
- Great Lakes Science Center – February 7, 2018, Grades 5 - 7.
 - Rockside Station (Underground Railroad) – March 2, 2018, Grades 5 – 7.
 - The Cleveland Museum of Art – March 8, 2018, Grades 6 & 7.
 - Lake Erie Nature Center – March 13, 2018, Grades 5 - 7.
 - The Cleveland Museum of Art – March 27, 2018, Grades 4 & 5.
 - The Cleveland Museum of Natural History – April 16, 2018, Grades 5 – 7.
 - Cleveland History Center (Western Reserve Historical Society)- April 19, 2018, Grades K & 1
 - The Cleveland Museum of Art – May 9, 2018, Grades 2 & 3.
 - Cuyahoga Valley Education Center – Overnight Camp – November 6-9, 2018, Grades 7 & 8.
- e. Superintendent Oleh Holowatyj handed out copies of the proposed 2018-2019 school calendars for Board review. To be presented for approval at the March meeting of the Board.
- f. Superintendent Report:
- 1) ADM updated at 168 students (three new students from Ukraine arrived two weeks ago).
 - 2) A proposed stairway project was reviewed as a safety issue with the school. Rubberized mats to be placed on the stairways in the halls and cafeteria due to student/staff injuries on wet and slippery stairs. Proposed cost of \$4,800.00 for materials and labor.

Mr. Fedkiw moved and Mr. Jaskiw seconded that the Board approve the adoption of items appearing on the Treasurer's and Superintendent's Consent Calendar Agenda as presented. 2018-006

Roll Call: Yeas: Fedkiw, Jaskiw, Muffet and Zgrabik
Nays: None
Motion Carried 4-0

Board Action and Reports:

- a. Chairman – No Report
- b. ODE Consultant – Laura Barber-Purvis updated the Board that she will be visiting the school in March for the spring visit.
- c. Board Reports - None

Mr. Muffet moved and Mr. Fedkiw seconded that the Board enter into Executive Session at 7:34 p.m., for matters of personnel pertaining to compensation of the Superintendent and Principal. The Superintendent was excused from Executive Session by the Board. Laura Barber-Purvis, ODE Consultant was in attendance in Executive Session per sponsorship contract. 2018-007

Roll Call Ayes: Muffet, Fedkiw, Jaskiw, and Zgrabik
Nays: None
Motion Carried 4-0

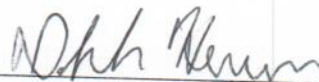
The Board reconvened to Public Session at 7:58 pm. with all members present.

Mr. Jaskiw moved and Mr. Muffet seconded that the meeting be adjourned at 8:00 pm.

Roll Call Ayes: Jaskiw, Muffet, Fedkiw, and Zgrabik
Nays: None
Motion Carried 4-0



Chris Zgrabik, Chairman



Deborah Herrmann, Treasurer

241 Global Village Academy Admission Procedures

Non-Discrimination Policy. Global Village Academy admits students of any race, color, national and ethnic origin and will not discriminate on the basis of race, color, national origin, disability, age, or gender in the administration of its educational policies, admission's policies, hiring and employee retention policies, scholarships and loan programs, and athletic and other school administered programs. [O.R.C. Chapter 4112] Admission to the school is to any individual ages 5-22 entitled to attend school pursuant to 3313.64 or 3313.65 of the ORC in a school district in the state. In the event the racial composition of the enrollment of the community school is in violation of a federal desegregation order, the community school shall take any and all corrective measures to comply with the desegregation order. The governing authority may establish a single gender school for either sex or establish a single gender school for each sex under the same contract provided that substantially equal facilities and learning opportunities are offered for both sexes. Facilities may be separate location.

Single Gender Requirements. The purpose of single-gender schools that are established shall be to take advantage of the academic benefits some students realize from single-gender instruction and facilities and to offer students and parents residing in the district the option of a single-gender education.

Home Schooler Notice. The School is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take the proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the administrative code shall no longer be excused for that purpose upon their enrollment in a community school. For more information, contact school administrators or the Ohio Department of Education. Previously home-schooled students enrolling at the School will be given a diagnostic test in order to determine the appropriate grade level placement.

Eligible Students and Admissions. Students residing in any schools district within the State of Ohio are eligible to attend the School. Admission to the school is to any individual ages 5-22 entitled to attend school pursuant to 3313.64 or 3313.65 of the ORC in a school district in the state. Admission to the school may be limited to students who have attained a specific grade level or within a specific age group; to students that meet the definition of "at-risk", as defined in the contract; to students who reside in a specific geographic area with the district, as defined in the contract; or to separate groups of students that are autistic and nondisabled, meeting the requirements of ORC 3314.061 and defined in the contract. If applicable, the "Autistic and Non-Handicapped Students Requirements", must also be met as indicated: (Note: The definition of "at-risk" may include children identified as "gifted" under ORC 3324.03. If so, the inclusion of gifted must match a corresponding contract provision). The preferred entry point for enrollment is kindergarten, however, the Principal may admit students in any grades.

Kindergarten students must be five years old by August 1st of the year the student is to be admitted. First grade enrollees must be six years old by September 30th and have completed a developmentally appropriate Kindergarten program. The requirements applicable to first grade enrollees may be waived by the Board for good cause. [O.R.C. 3321.01] Student enrolling in other grades must have evidence that they successfully completed the prior year course of study. The school may enroll students to meet the enrollment projections. We will admit the number of students that does not exceed the capacity of the school's programs, class size, grade levels or facility, as provided in policies adopted by the board. Upon admission of any student with a disability, the school will comply with all federal and state laws regarding the education of students with disabilities. The school may not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except as outlined herein. The school will admit the number of students that does not exceed the capacity of the school's programs, classes, grade levels or facilities.

Early Admission Requirements. If an individual younger than age 5 may be admitted to the school in accordance with ORC 3321.01(A)(2), the following requirements apply:

If a child is admitted for the first time to kindergarten or first grade in August or September, the child must be age 5 by August 1st or 6, by September 30th in the year of admittance.

That a child who does not meet the minimum age requirements, but who will be age 5 or 6, respectively, by January 1st in the school year for which admission is requested may be admitted if the following requirements are met:

A parent or guardian, an educator employed by the community school, a preschool educator who knows the child, or a pediatrician or child school psychologist that knows the child has referred the child for early admittance in accordance with the community school's stated policy/procedures.

Upon referral, the community school evaluated the child for early admittance in accordance with the community school's stated policy/procedures. After the child has been evaluated, the community school governing authority made the decision on whether or not to admit the child.

Autistic and Non-Handicapped Students Requirements. Contract designates that the school is established for the purpose of providing simultaneously special education and related services to a specified number of students identified as autistic and regular educational programs to a specified number of students who are not disabled. Contract specifies the target ratio of number of autistic students that may be enrolled in the school, and the total number of nondisabled students that may be enrolled in the school. If the number of applicants among the group of autistic students or the group of students with disabilities exceeds the capacity restrictions for that group, students shall be admitted by lot from all those of that same group submitting applications. However, unless the total capacity established for the school has been filled, no student with any disability shall be denied admission on the basis of that disability.

Application Process. Applications will be distributed beginning December 1st for the succeeding year. The initial enrollment period shall be the first two weeks of December. Preference will be given to students who attended the school the prior year, and to siblings of such. A \$50 application fee (which will be applied towards the \$250 material fee if the child is enrolled, or refunded if the child fails to be admitted) must accompany the application.

Lottery, Selection Process and Criteria. Except as otherwise provided under ORC 3314.06(B) or ORC 3314.061, if the number of applicants during the initial enrollment period exceed the enrollment capacity for each grade level, a lottery will be held for each grade level from all applicants received prior to the application cut-off date, 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 also may be given to students who are the children of full-time staff members employed by the school, provided the total number of students receiving this preference is less than 5% of the school's total enrollment and to the students in the primary then secondary tier enrollment areas, in that order. The lottery, if required, will occur at a time and place selected by the Principal and publicizes as to time and location. Any person may be present for the lottery process and all parents of children selected in the lottery will be notified of the selection by certified mail. Parents will have up to seven (7) days from receipt of the mail to inform the school if his/her child will attend the School. If a parent does not respond within seven (7) days of receipt of the certified mail, the parents of the first child on the waiting list established through the lottery will be advised that their child may enroll in the school.

Waiting List. Applications submitted after the lottery (if the lottery is conducted) will be handled on a first-come, first-serve basis, until the maximum enrollment has been reached in each grade level. A waiting list may be established for prospective enrollees however it will only be active during from the start of the initial enrollment period to January 31st of the new year at which time enrollment will again revert to first-come, first-serve basis.

Students under Suspension or Expulsion from Another School. The school will not enroll any student currently under suspension/expulsion from any other school or district.

Information Required Prior to Admission. Before a child may attend school, the child's parent/guardian must provide the following information:

A child cannot be enrolled in the School until the child's parent or guardian has provided all of the following information and documents:

- A completed application;

- A completed "Emergency Contact Form," including, address and telephone number where the parent may be reached in an emergency, or should it be necessary to confirm a child's absence from school;
- A signed authorization allowing the School to obtain records from the public or non-public school most recently attended by the child, and copies of any such records in the possession of the parent;
- A certified copy of the child's birth certificate, or, in lieu of a birth certificate, a passport, an attested transcript of the birth certificate, an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child, an attested transcript of a hospital record showing the date and place of the child's birth, or, a birth affidavit;
- A current utility bill (gas, phone, electric, water/sewer) showing a residence address within the attendance area;
- The child's Statewide Student Identifier (SSID) number issued by the Ohio Department of Education, if available;
- A certified copy of any order or decree, or any modification of such an order or decree allocating parents rights and responsibilities for the care of the child and designating a residential parent and legal custodian;
- A complete medical report, including immunization records, signed by the child's physician, including: evidence that the child has been immunized against mumps, poliomyelitis, diphtheria, pertussis, tetanus, rubeola, rubella, and varicella. [O.R.C. 3313.671] The parent may be requested to provide the child's Social Security Number (SSN), however, the parent must be advised that providing the SSN is optional, although it is of great assistance to the School.

Notification of Students' District of Residence. Subsequent to enrollment of a student, the School will verify the residence address and the student's public school district of residence will be advised that the student is enrolled at the School. For transportation purposes, the School will also notify the Transportation Department of each child's district of residence during May of each year of the names, addresses, and other necessary data, for those students who will require transportation. The School will assist parents to ensure necessary notifications are provided to the Student's district of residence in a timely manner.

Request for Records within 24 Hours of Admission. Within twenty-four (24) hours of a student being enrolled at the School, the Principal shall request the students' official records from the public or non-public school most recently attended by the student. If the prior school indicates that it has no record of the student's attendance, or the records are not received within fourteen (14) days of the request, or if the student does not present a certification of birth, or alternative document as described in Section 4.1040 #4, the Principal shall notify the local Police Department of this fact. [O.R.C. 3313.672]

Students Withdrawal – Failure to Attend the First Day of Classes. Every student

who is enrolled shall attend schools on the first day of classes, or be called in by his/her parent/guardian, should the child be ill or otherwise unable to attend. Any student who fails to appear on the first day of classes, and who is not called off on accordance with the policies and procedures established by the school, shall be summarily withdrawn from the school and placed at the end of the waiting list. The vacancy created by the withdrawal of the absent student will be awarded to the next child on the waiting list.

Withdrawals. As required by 3314.03(A)(1)(b) of the Revised Code, any student who fails to participate, without a legitimate excuse, in 105 consecutive hours of learning opportunities during a school year will be automatically withdrawn from school no later than the thirtieth day after the student reaches the stated limit. Otherwise, a Parent may withdraw a Student voluntarily by signing a Voluntary Withdrawal form with the Principal. When a student transfers to another school, a copy of the student's records will be mailed to the school, at the request of the student's new school. The record WILL NOT be given to the family or to the student. Parents/guardians must complete a records release form prior to the records being forwarded to the new school.

ORC 3314.06 and 3314.061 (ORC Chapter 4112, 3313.64, 3313.65, 3313.671, 3314.03(A)(1)(b), 3314.06(b) 3321.01, 3321.01(A)(2), 3324.03, 3324.10,

Attachment 10

406, 405 Suspension, Expulsion, Removal and Permanent Exclusion and Due Process – ORC 3313.661

Summary

A governing authority is required to adopt a policy on suspension, expulsion, removal, and permanent exclusion of students that specifies the types of misconduct for which a pupil may be suspended, expelled or removed.

Policy Requirements

The policy:

- May apply to misconduct that occurred off property owned or controlled by the school that is connected to activities or incidents that occurred on property owned or controlled by the school.
- May apply to misconduct, regardless of where occurred, directed at school officials/employees, or property of school officials/employees.
- Must provide reasons by which the school's administrator may reduce punishment on a case-by-case basis for incidents related to firearms (as listed in ORC 3313.66(B)(2)).
- Must set forth acts qualifying student for permanent exclusion provided by ORC 3313.662. Please note that, for certain acts, a governing authority may recommend that a student be "permanently excluded" to the State Superintendent of Public Instruction. If permanently excluded by the State Superintendent, a student cannot enroll in any public school anywhere in Ohio. ORC 3313.662, specifies that the following: If a student is convicted of, or adjudicated a delinquent child for, committing, when the pupil was 16 years of age or older, an act that would be a criminal offense if committed by an adult and the act is any of the following:
 - ORC 2923.122 – Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.
 - ORC 2923.12 – Carrying concealed weapons, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - ORC 2925.03 – Trafficking, aggravated trafficking in drugs, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - ORC 2925.11 – Possession of controlled substance, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - A violation of any of the following, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school, if the victim at the time of commission of the act was an employee of the school:
 - ORC 2903.01 – Aggravated murder.
 - ORC 2923.02 – Murder.
 - ORC 2903.03 – Voluntary manslaughter.
 - ORC 2903.04 – Involuntary manslaughter.
 - ORC 2903.11 – Felonious assault.
 - ORC 2903.12 – Aggravated assault.
 - ORC 2907.02 – Rape.
 - ORC 2907.05 – Gross sexual imposition.
 - ORC 2907.12 (Former Section) – Felonious sexual penetration.

- Must specify the procedures including the date and manner by which parents/students can notify of their intent to appeal a suspension or expulsion.
- If the school has adopted a policy under 3313.66(B)(3) or included a provision in this policy extending the administrator's authority to expel a student for bringing a knife to school, the policy must define "knife" and specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- If the school has adopted a policy under 3313.66(B)(4) or (5) or included a provision in this policy extending the administrator's authority to expel a student for acts resulting in serious physical harm to persons or property, the policy must specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- A copy of policy must be posted in central location of school and made available to pupils upon request.
- The policy may adopt guidelines for community service in conjunction with suspension or expulsion; or, in place of suspension or expulsion in certain circumstances. The school may incorporate guidelines by which the administrator may impose community service into the summer or the next term in lieu of applying an expulsion into the following school year.

Please note:

- No student can be suspended, expelled, removed, except in accordance with policy.
- Recommendations to the State Superintendent regarding permanent exclusions must follow ORC 3301.121 and 3313.662.
- ORC 3313.668 is a new section enacted by HB 410. It prohibits a community school from suspending, expelling or removing a student solely based on a student's absences from school without legitimate excuse.

Epicenter Requirements

The following documents must be uploaded to Epicenter:

- A policy that meets the above requirements and the resolution and/or minutes showing adoption.
- Copies of due process documents, including procedures and sample forms/letters used.
- The signed certification statement (below) indicating the central location where the policy is posted and that it is made available to pupils upon request.

Certification Statement

The undersigned school administrator certifies the governing authority's policy on suspension, expulsion and permanent exclusion is posted at the following central location:

Admin Office/Website and copies are available to students upon request.

Oleh Holowatyj
Print Name

Oleh Holowatyj
Signature

Superintendent
Title

20 APR '19
Date Signed


RESOLUTION

WHEREAS, to be compliant with ORC 2151.357 the Ohio Schools Sponsorship Program requires the governing authority of Global Village Academy to submit a Suspension, Expulsion, Removal, and Permanent Exclusion policy: Therefor, Be It

RESOLVED, that the Global Village Academy's Governing Authority approve, by Governing Authority Resolution, Policy #273, Expulsion and Suspension Policies.

I certify that the above is a true and correct copy of the action taken by the Governing Authority of the Global Village Academy on the 3 day of April, 2017.
2017.

Parma, Ohio
April 3, 2017



Signature



(Name) Chairman of the Governing Authority

Expulsion and Suspension Policies

The Principal may suspend a student for up to ten (10) school days. The Superintendent may expel a student for up to eighty (80) school days, and in some instances one (1) year.

In the event that, in the opinion of the Superintendent or his/ her designee, a student's presence at the School creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the School, the student may be removed from the premises without formal suspension or expulsion procedures, with notice and procedures to follow the removal in accordance with R.C. §3313.66.

A student shall be expelled for one (1) year for bringing a firearm to the School or onto School Property (any Property owned, used or leased by the School for School, School extracurricular or School-related events).

A student may also be expelled for a period not to exceed one (1) year for:

1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on School Property;
2. bringing a knife to the School, onto School Property or to an interscholastic competition, an extracurricular event or any other program or activity sponsored by the School or which the School is a participant;
3. possessing a firearm or knife at School, on School Property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto School Property by another person;
4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
5. making a bomb threat to a School building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

A knife is defined as any cutting instrument consisting of at least one sharp blade.

The specific circumstances under which the Superintendent may modify a one (1) year expulsion could include:

1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with The Individual with Disabilities Education Act;
2. the student was unaware that s/he was possessing a firearm or knife;
3. the student did not understand that the item s/he possessed was considered a firearm or knife;
4. the student brought the item to School as part of an educational activity and did not realize it would be considered a firearm or knife; and
5. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

During the period of suspension, removal, or expulsion the student may not attend or participate in any School functions without permission from the Superintendent. The student may enter School facilities only when given permission by the Superintendent or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

While serving an out-of-school suspension or expulsion, the Board [does or does not] authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services shall include the following:

Weekly core academic subject assignments

The Board also authorizes the Superintendent to suspend a student from any or all co-curricular or extra curricular activities for misconduct or rules violations. The length of suspension shall be determined by the Superintendent commensurate with the seriousness of the student's misconduct or rules violations in accordance with the Code of Conduct. Participation in extra-curricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extra-curricular activity, are not entitled to notice, hearing or appeal rights.

If the Principal determines that a student's behavior on a School vehicle violates School rules, s/he may suspend the student from School bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the Superintendent the option to require a student to perform community service in conjunction with, or in place of a suspension or expulsion, except when an expulsion is imposed for bringing a firearm to School or onto School Property.

The Board designates the Superintendent as its representative at all hearings regarding the appeal of a suspension. The Board, or _____, the Board's designee, will hear the appeal of an expulsion.

The Superintendent shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in common areas of the School and made available to students and parents upon request.

Due Process Rights

Suspension

The following procedure does not apply to in-school suspensions. The Principal may suspend a student if the following procedure is met:

1. Prior to the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
 - a. The reasons for the intended suspension; and
 - b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
2. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his actions. The student is not entitled to call witnesses at this informal hearing.
3. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the suspension. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.

- c. The right to representation at all appeals;
- d. The right to a hearing before the Board or its designee (the Superintendent); and
- e. The right to request that the hearing be held in executive session.

If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.

Suspensions imposed during the last ten days of the school year may be carried over into the following school year. However, only the Superintendent may impose a carryover suspension.

Expulsion

Only the Superintendent may expel a student. The following procedure is required:

1. Prior to the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
 - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
2. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
3. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of

the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:

- a. The reasons for the expulsion;
- b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
- c. The right to representation at all appeals;
- d. The right to an appeal hearing before the Board or its designee;
- e. The right to request that the hearing be held in executive session;
- f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion;
- g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers of the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Superintendent is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or the Superintendent's decision.

The Superintendent may apply any remaining part or all of the period of expulsion into the following year.

Prohibition of Corporal Punishment

All teachers, administrators, non-licensed School employees and School bus drivers are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline upon a pupil attending the School. However, they may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self defense or for the protection of persons or property.

RC 3313.66-.662; 3321.13(B)(4); 4510.32(B); 20 USC 7151(b)(1); NCLB 4141(b)(1).

See **Appendix 273-A** Notice of Intended Suspension from School; **Appendix 273-B** Notice of Emergency Removal and Intent to Suspend from School; **Appendix 273-C** Notice of Suspension from School; **Appendix 273-D** Notice of Rights Re: Suspension from School; **Appendix 273-E** Notice of Intended Expulsion from School; **Appendix 273-F** Notice of Emergency Removal and Intent to Expel from School; **Appendix 273-G** Notice of Expulsion from School; **Appendix 273-H** Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); **Appendix 273-I** Notice of Rights Re: Expulsion from School (for Use for Expulsions of More than 20 School Days Only).

Appendix 273-A
GLOBAL VILLAGE ACADEMY

NOTICE OF INTENDED SUSPENSION FROM SCHOOL

Name of Student

Date

This is to notify you that you may be suspended from school pursuant to R.C. 3313.66(A). Suspension from school means that while you are suspended you are not allowed to come to school, attend classes or extra-curricular activities. The reason(s) you may be suspended from school are:

_____ in violation of
_____ of the Board

Policy adopting the Code of Student Conduct.

This is also to notify you that the Superintendent may seek to permanently exclude you, if you are convicted of or adjudicated a delinquent child for a violation listed in R.C. 3313.662(A), and if you were 16 years of age or older at the time of such violation.

You now have the opportunity to meet with the appropriate school official (Principal or his/her designee) at an informal hearing to challenge the reason(s) for the intended suspension, or otherwise explain your actions.

Principal or designee*

Date

I have received a copy of this Notice of Intended Suspension.

Signature of Student

Date

*If so permitted by Board policy.

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-B
GLOBAL VILLAGE ACADEMY

**NOTICE OF EMERGENCY REMOVAL
AND INTENT TO SUSPEND FROM SCHOOL**

Name of Student

Date

This is to notify you that because of,

your presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. Pursuant to R.C. 3313.66(C), this is to notify you that you have been removed from curricular and extra-curricular activities from school effective immediately.

This is to notify you that because of the intent to suspend you from school pursuant to R.C. 3313.66(A) for the following reason(s):

in violation of _____

the Board Policy adopting the Code of Student Conduct.

This is also to notify you that the Superintendent may seek to permanently exclude you, if you are convicted of or adjudicated a delinquent child for a violation listed in R.C. 3313.662(A), and if you were 16 years of age or older at the time of such violation.

You now have the opportunity to meet with the appropriate school official (Principal or his/her designee) at an informal hearing to challenge the reason(s) for the intended suspension, or otherwise explain your actions.

Principal or his/her designee

Date

I have received a copy of this Notice of Emergency Removal and Intended Suspension.

Signature of Student

Date

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-D
GLOBAL VILLAGE ACADEMY
NOTICE OF RIGHTS RE: SUSPENSION FROM SCHOOL

Name of Student

Date

To parent, guardian, or custodian:

Name

Address

the following reason(s): (Name of Pupil) has been suspended from school for

_____ in violation of

the Board Policy adopting the Code of Student Conduct.

You have the following rights:

1. To appeal the suspension to the Board of Directors, or the Board's appointed designee, if applicable. Your intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving this notice.
2. To be granted a hearing before the Board of Directors (or designee) in order to be heard against the suspension.
3. To request that the appeal hearing be held in executive session.
4. To be represented in an appeal hearing.
5. This is also to notify you that the Superintendent may seek the pupil's permanent exclusion, if the pupil is convicted of or adjudicated a delinquent child for a violation listed in R.C. 3313.662(A), and if the pupil was 16 years of age or older at the time of such violation. This suspension may also be extended during the pendency of criminal proceedings for such violations in accordance with R.C. 3313.66(F).

Principal or designee*

Date

*If so permitted by Board policy.

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-E
GLOBAL VILLAGE ACADEMY

NOTICE OF INTENDED EXPULSION FROM SCHOOL

Name of Student

Date

This is to notify you that you may be expelled from school pursuant to R.C. §3313.66(B). Expulsion from school means that while you are expelled you are not allowed to come to school, attend classes or extra-curricular activities. The reason(s) you may be expelled from school are:

_____ in violation of

the Board Policy adopting the Code of Student Conduct.

This is also to notify you that the Superintendent may seek to permanently exclude you, if you are convicted of or adjudicated a delinquent child for a violation listed in R.C. §3313.662(A), and if you were 16 years of age or older at the time of such violation.

You now have the opportunity to meet with the appropriate school official (Superintendent) at an informal hearing. At the hearing, you and your parent, guardian, custodian or representative may challenge the reason(s) for the intended expulsion or otherwise explain your actions.

Your hearing has been scheduled for _____ at _____ m.,
in M _____ 's office in the building located at
_____, Ohio.

Superintendent

Date

I have received a copy of this Notice of Intended Expulsion.

Signature of Student

Date

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-F
GLOBAL VILLAGE ACADEMY

**NOTICE OF EMERGENCY REMOVAL
AND INTENT TO EXPEL FROM SCHOOL**

Signature of Student

Date

This is to notify you that because _____

your presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. Pursuant to R.C. 3313.66(C), this is to notify you that you have been removed from curricular and extra-curricular activities from school effective immediately.

This is also to notify you of the intent to expel you from school pursuant to R.C. 3313.66(B) for the following reason(s):

_____ in violation of _____

_____ the Board Policy adopting the Code of Student Conduct.

This is also to notify you that the Superintendent may seek to permanently exclude you, if you are convicted of or adjudicated a delinquent child for a violation listed in R.C. 3313.662(A), and if you were 16 years of age or older at the time of such violation.

You now have the opportunity to meet with the appropriate school official (Superintendent) at an informal hearing. At that hearing, you and your parent, guardian, custodian or representative may challenge the reason(s) for the intended expulsion or otherwise explain your actions.

Your hearing has been scheduled for _____
_____ at _____ m., in M _____'s
office in the _____ Building located at _____, Ohio.

Superintendent

Date

I have received a copy of this Notice of Emergency Removal and Intended Expulsion.

Signature of Student

Date

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-G
GLOBAL VILLAGE ACADEMY
NOTICE OF EXPULSION FROM SCHOOL

Signature of Student

Date

Based upon my review of your circumstances, I have concluded that you will be expelled from school for school days for the following reason(s):

in violation of _____

the Board Policy adopting the Code of Student Conduct.

Expulsion will be served on the following dates: _____

Superintendent

Date

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-H
GLOBAL VILLAGE ACADEMY

NOTICE OF RIGHTS RE: EXPULSION FROM SCHOOL
(FOR USE FOR EXPULSIONS OF 20 SCHOOL DAYS OR LESS ONLY)

To parent, guardian, custodian:

Name

Address

_____ (Name of Pupil) has been expelled from school for
the following reason(s):

_____ in violation of

_____ the Board Policy adopting the Code of Student Conduct.

You have the following rights:

1. To appeal the expulsion to the Board of Directors, or the Board's appointed designee, if applicable. Your intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving this notice.
2. To be granted a hearing before the Board of Directors (or designee) in order to be heard against the expulsion.
3. To request that the appeal hearing be held in executive session.
4. To be represented in an appeal hearing.

This is also to notify you that the expulsion may be subject to extension pursuant to R.C. 3313.66(F), if the pupil was 16 years of age or older at the time of such violation.

This is also to notify you that the Superintendent may seek the pupil's permanent exclusion, if the pupil is convicted of or adjudicated a delinquent child for a violation listed in R.C. 3313.662(A), and if the pupil was 16 years of age or older at the time of such violation.

Superintendent

Date

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 273-I
GLOBAL VILLAGE ACADEMY

NOTICE OF RIGHTS RE: EXPULSION FROM SCHOOL
(FOR USE FOR EXPULSIONS OF MORE THAN 20 SCHOOL DAYS ONLY)

To parent, guardian, custodian:

Name

Address

_____ (Name of Pupil) has been expelled from school for
the following reason(s):

_____ in violation of

the Board Policy adopting the Code of Student Conduct.

You have the following rights:

1. To appeal the expulsion to the Board of Directors, or the Board's appointed designee, if applicable. Your intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving this notice.
2. To be granted a hearing before the Board of Directors (or designee) in order to be heard against the expulsion.
3. To request that the appeal hearing be held in executive session.
4. To be represented in an appeal hearing.

This is also to notify you that the expulsion may be subject to extension pursuant to R.C. 3313.66(F), if the pupil was 16 years of age or older at the time of such violation.

This is also to notify you that the Superintendent may seek the pupil's permanent exclusion, if the pupil is convicted of or adjudicated a delinquent child for a violation listed in R.C. 3313.662(A), and if the pupil was 16 years of age or older at the time of such violation.

Superintendent

Date

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

GLOBAL VILLAGE ACADEMY

NOTICE OF ASSISTANCE PROGRAMS RE EXPULSION FROM SCHOOL
(FOR USE FOR EXPULSIONS OF MORE THAN 20 SCHOOL DAYS ONLY)

Pursuant to R.C. §3313.66(D), when a pupil is expelled from school for more than 20 school days, this notice is given to the pupil and his or her parent, guardian or custodian.

This is to provide notice of the names, addresses and phone numbers of the appropriate public and private agencies which provide services or programs that work toward improving those aspects of the pupil's attitudes and behavior that contributed to the incident that gave rise to the expulsion.

| <u>Names</u> | <u>Addresses</u> | <u>Phone Numbers</u> |
|--------------|------------------|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

For school use only:

Copies: Pupil, Parent, School Treasurer
Original: School

Appendix 282-A

**GLOBAL VILLAGE ACADEMY
SCHOOL SPONSORED TRIP PERMISSION FORM**

_____ (Student Name) has my permission to travel by
_____ to _____ located at _____
_____ (address) _____ (phone)

Students and adults will leave on _____ (date) at approximately _____
a.m./p.m. and return on _____ (date) by approximately _____ a.m./p.m.

Activities Include: _____

The following teachers and volunteer will provide supervision on the trip:

Teacher or Volunteer Name Teacher or Volunteer Name Teacher or Volunteer Name

I understand that my child is expected, and has been instructed by me:

- A. To follow instructions given by supervisor(s).
- B. To not leave or separate from the group without appropriate authorization from a supervisor.
- C. To comply with all rules and laws, including but not limited to the PROHIBITION OF THE POSSESSION OR USE OF DRUGS OR ALCOHOL.
- D. To not enter the lodging accommodations of any other student unless with permission of the occupant(s) and a supervisor.
- E. To follow all School rules including the Code of Conduct, as they are applicable during the trip.
- F. To conform with customary standards of common courtesy, good citizenship and decorum.

I acknowledge and grant permission for my child to go on this trip.

Parent/Guardian Signature

Date and Telephone

IMPORTANT INFORMATION AND DETAILS – PLEASE READ CAREFULLY!!!

Each child must have a permission slip signed by his/her parents. Parent permission over the phone is not acceptable. Teachers must have an emergency medical card and permission slip for each student. Parents need to inform teachers of any medication their child is currently taking and all instructions with regard to administering the medication. Thank you for helping to plan a safe and fun trip!

Attachment 11

FY2020 -May 2020

IRN No.:012558

Type of School: Brick and Mortar

Contract Term: 2020 (three year)

County: Cuyahoga

School Name: Global Village Academy

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2017 through 2019, Actual and

the Fiscal Years Ending 2020 through 2024, Forecasted

| | Actual | | | Forecasted | | | | |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Fiscal Year 2017 | Fiscal Year 2018 | Fiscal Year 2019 | Fiscal Year 2020 | Fiscal Year 2021 | Fiscal Year 2022 | Fiscal Year 2023 | Fiscal Year 2024 |
| Operating Receipts | | | | | | | | |
| State Foundation Payments (3110, 3211) | \$ 1,103,962 | \$ 1,179,489 | \$ 1,374,254.06 | \$ 1,833,056 | \$ 1,682,090 | \$ 1,608,130.00 | \$ 1,626,940.00 | \$ 1,626,940.00 |
| Charges for Services (1500) | 10,008 | 9,241 | 10,944 | 13,058 | 15,000 | 15,000 | 15,500 | 15,500 |
| Fees (1600, 1700) | 40,736 | 46,215 | 49,735 | 50,320 | 52,415 | 52,415 | 52,415 | 52,415 |
| Other (1830, 1840, 1850, 1860, 1870, 1890, 3190) | 14,269 | 15,126 | 18,666 | 3,661 | 7,300 | 7,500 | 8,000 | 8,000 |
| Total Operating Receipts | \$ 1,168,975 | \$ 1,250,071 | \$ 1,453,598 | \$ 1,900,095 | \$ 1,756,805 | \$ 1,683,045 | \$ 1,702,855 | \$ 1,702,855 |
| Operating Disbursements | | | | | | | | |
| 100 Salaries and Wages | \$ 743,643 | \$ 802,564 | \$ 871,881 | \$ 1,024,296 | \$ 1,034,296 | \$ 1,048,325 | \$ 1,079,774 | \$ 1,112,168 |
| 200 Employee Retirement and Insurance Benefits | 157,949 | 186,864 | 180,652 | 231,215 | 265,373 | 272,860 | 283,940 | 302,821 |
| 400 Purchased Services | 281,140 | 306,309 | 346,940 | 267,874 | 389,551 | 409,029 | 429,480 | 450,954 |
| 500 Supplies and Materials | 75,958 | 79,709 | 88,670 | 82,503 | 97,675 | 85,675 | 88,245 | 90,893 |
| 600 Capital Outlay -New | 160,662 | 41,979 | 53,798 | 143,553 | 68,100 | 25,000 | 25,000 | 25,000 |
| 700 Capital Outlay - Replacement | - | - | - | - | - | - | - | - |
| 800 Other | 18,283 | 8,952 | 20,452 | 8,527 | 30,000 | 10,000 | 30,000 | 10,000 |
| 819 Other Debt | - | - | - | - | - | - | - | - |
| Total Operating Disbursements | \$ 1,437,635 | \$ 1,426,377 | \$ 1,562,392 | \$ 1,757,967 | \$ 1,884,995 | \$ 1,850,888 | \$ 1,936,439 | \$ 1,991,835 |
| Excess of Operating Receipts Over (Under) Operating Disbursements | \$ (268,660) | \$ (176,306) | \$ (108,794) | \$ 142,128 | \$ (128,190) | \$ (167,843) | \$ (233,584) | \$ (288,980) |
| Nonoperating Receipts/(Disbursements) | | | | | | | | |
| Federal Grants (all 4000 except fund 532) | \$ 153,988 | \$ 163,074 | \$ 185,716 | \$ 208,970 | \$ 215,000 | \$ 200,000 | \$ 200,000 | \$ 210,000 |
| State Grants (3200, except 3211) | 769 | 732 | 3,460 | - | 1,000 | 1,000 | 1,100 | 1,100 |
| Restricted Grants (3219, Community School Facilities Grant) | - | - | - | - | - | - | - | - |
| Donations (1820) | 288 | 63 | 10 | 1,043 | 1,000 | 1,000 | 1,500 | 2,000 |
| Interest Income (1400) | 2,240 | 5,517 | 9,160 | 7,251 | 9,800 | 10,000 | 11,000 | 10,000 |
| Debt Proceeds (1900) | - | - | - | - | - | - | - | - |
| Debt Principal Retirement | - | - | - | - | - | - | - | - |
| Interest and Fiscal Charges | - | - | - | - | - | - | - | - |
| Transfers - In | - | - | - | - | - | - | - | - |
| Transfers - Out | - | - | - | - | - | - | - | - |
| Total Nonoperating Revenues/(Expenses) | \$ 157,285 | \$ 169,386 | \$ 198,346 | \$ 217,264 | \$ 226,800 | \$ 212,000 | \$ 213,600 | \$ 223,100 |
| Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements | \$ (111,375) | \$ (6,920) | \$ 89,552 | \$ 359,392 | \$ 98,610 | \$ 44,157 | \$ (19,984) | \$ (65,880) |
| Fund Cash Balance Beginning of Fiscal Year | \$ 564,279 | \$ 452,904 | \$ 445,984 | \$ 535,536 | \$ 894,928 | \$ 993,538 | \$ 1,037,695 | \$ 1,017,711 |
| Fund Cash Balance End of Fiscal Year | \$ 452,904 | \$ 445,984 | \$ 535,536 | \$ 894,928 | \$ 993,538 | \$ 1,037,695 | \$ 1,017,711 | \$ 951,831 |

Assumptions

Staffing/Enrollment

| | Actual | | | Forecasted | | | | |
|----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Fiscal Year 2017 | Fiscal Year 2018 | Fiscal Year 2019 | Fiscal Year 2020 | Fiscal Year 2021 | Fiscal Year 2022 | Fiscal Year 2023 | Fiscal Year 2024 |
| Total Student FTE | 156 | 168 | 191 | 209 | 215 | 220 | 223 | 223 |
| Instructional Staff | 14 | 15 | 16 | 18 | 18 | 18 | 18 | 18 |
| Administrative Staff | 3 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Other Staff | 3 | 5 | 4 | 3 | 4 | 4 | 4 | 4 |

Purchased Services

| | | | | | | | | |
|----------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Rent | \$ 42,683.30 | \$ 43,791.70 | \$ 46,291.67 | \$ 48,791.63 | 51,349.63 | \$ 56,291.98 | \$ 61,309.56 | \$ 64,309.56 |
| Utilities | 28,057.82 | 29,269.33 | 35,065.90 | 24,665.77 | 39,104.39 | 41,255.13 | 43,524.16 | 45,917.99 |
| Other Facility Costs | 45,088.15 | 32,172.09 | 50,298.00 | 31,573.47 | 41,548.61 | 43,626.04 | 45,807.34 | 48,097.71 |
| Insurance | 11,570.00 | 11,855.00 | 14,017.00 | 14,668.00 | 15,348.00 | 15,858.00 | 16,200.00 | 16,800.00 |
| Management Fee | - | - | - | - | - | - | - | - |
| Sponsor Fee | 21,300.57 | 22,807.90 | 37,944.63 | 45,959.34 | 42,000.00 | 44,000.00 | 44,000.00 | 46,500.00 |
| Audit Fees | - | - | - | - | - | - | - | - |
| Contingency | - | - | - | - | - | - | - | - |
| Transportation | - | 1,217.00 | 1,778.25 | 1,525.75 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 |
| Legal | 20,944.92 | 23,683.86 | 8,812.60 | 3,395.10 | 25,000.00 | 27,500.00 | 31,000.00 | 33,000.00 |
| Marketing | - | 248.94 | 192.65 | 665.60 | 5,000.00 | 3,000.00 | 3,000.00 | 3,000.00 |
| Consulting | 30,475.80 | 36,382.36 | 20,771.73 | 18,786.78 | 30,000.00 | 32,000.00 | 33,000.00 | 35,000.00 |
| Salaries and Wages | - | - | - | - | - | - | - | - |
| Employee Benefits | - | - | - | - | - | - | - | - |
| Special Education Services | 22,259.89 | 23,023.72 | 25,872.53 | 18,600.00 | 26,700.00 | 28,500.00 | 29,500.00 | 30,500.00 |
| Technology Services | 25,587.40 | 27,807.20 | 27,180.95 | 6,952.00 | 10,000.00 | 10,000.00 | 10,000.00 | 10,000.00 |
| Food Services | 31,792.15 | 54,566.60 | 60,419.49 | 36,940.00 | 80,500.00 | 83,000.00 | 85,000.00 | 88,000.00 |
| Other | 1,380.00 | 1,580.85 | 18,294.84 | 15,350.30 | 21,500.00 | 22,497.01 | 25,638.81 | 28,328.63 |
| Total | \$ 281,140.00 | \$ 308,406.55 | \$ 346,940.24 | \$ 267,873.74 | \$ 389,550.63 | \$ 409,028.16 | \$ 429,479.88 | \$ 450,953.89 |

Financial Metrics

| | | | | | | | | |
|---|-------|-------|---------|--------|---------|---------|---------|-------|
| Debt Service Payments | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Debt Service Coverage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Growth in Enrollment | 0.00% | 0.00% | 7.69% | 13.69% | 9.42% | 2.87% | 2.33% | 1.36% |
| Growth in New Capital Outlay | 0.00% | 0.00% | -73.87% | 28.15% | 166.84% | -52.56% | -63.29% | 0.00% |
| Growth in Operating Receipts | 0.00% | 0.00% | 6.94% | 16.28% | 30.72% | -7.54% | -4.20% | 1.18% |
| Growth in Non-Operating Receipts/Expenses | 0.00% | 0.00% | 7.69% | 17.10% | 9.54% | 4.39% | -6.53% | 0.75% |
| Days of Cash | 0.00 | 0.39 | 0.32 | 0.29 | 0.30 | 0.47 | 0.54 | 0.54 |

Assumptions Narrative Summary

NOTE: No Debt Current.

No Debt Anticipated

| Fiscal Year 2020-2024 Projected Debt | | | | | |
|--------------------------------------|------------------------|----------------------|------------------|---------------------|-------------------|
| Description | Beginning Year Balance | Principle Retirement | Interest Expense | Ending Year Balance | Debitor/ Creditor |
| FTE Review | \$ - | \$ - | \$ - | \$ - | N/A |
| Loan A | \$ - | \$ - | \$ - | \$ - | |
| Loan B | \$ - | \$ - | \$ - | \$ - | |
| Line of Credit | \$ - | \$ - | \$ - | \$ - | |
| Notes, Bonds | \$ - | \$ - | \$ - | \$ - | |
| Capital Leases | \$ - | \$ - | \$ - | \$ - | |
| Payables (Past Due 180+ days) | \$ - | \$ - | \$ - | \$ - | |
| Total | \$ - | \$ - | \$ - | \$ - | |

Assumptions- FY 2020 through FY 2024:

Global Village Academy is a Public Community School located in Parma, Ohio - Cuyahoga County. We educate students in grades kindergarten through eight (grade 8 was added in the 2018-2019 school year). We currently have 209 student enrolled in our school, with 26 regular staff members, 2 substitute staff members and one special education contracted employee.

The COVID-19 pandemic was very active in the United States and the State of Ohio in late February and early March 2020. To better control the pandemic and respect lives in the state of Ohio, the Governor issued a mandate that all schools in the state be closed at 3:30 p.m. on Monday, March 16, 2020. A later mandate would close schools for the balance of the school year. With the mandate in place and no staff, students or general operation of the school taking place for three months, expenditures were greatly reduced for utilities, services, food service operations, and other purchases for the school. The reductions will be reflected in the FY2020 financial presentation in this document.

At the time of approving this forecast, it assumed that school will be back to normal operations for the FY2020-2021 school year, but it is not known.

Please consider this an updated projection for the fiscal years of 2021 through 2024. With only two remaining months in fiscal 2020, this year is fairly represented as a completed year.

REVENUE:

- 1) Foundation revenue is based on the actual Community School Report from Ohio Department of Education as of May 1, 2020. Current enrollment at GVA is 209 students at the time of adopting this document, but for purposes of this projection, we are using FTE of 208.44 ADM as accounted for funding by ODE.

The current state funding level in Ohio is \$6,020 per student plus \$250 for facility support. The State Budget is set up in a two-year budget structure. The Governor signed the 2019/20 and 2020/21 biennium budget bill August 2019, effective October 17, 2019. No new basic per pupil funding was given in the budget bill. No per student increase in funds is anticipated in this document.

On May 6, 2020, Governor DeWine issued a 3.7% reduction in school funding to all public schools for the 2019/2020 foundation support. The reduction will be taken from the foundation settlements in the months of May and June 2020. The anticipated loss to Global Village Academy is reflected in state foundation as an anticipated loss of \$46,427.93. The COVID-19 Emergency fund is to generate \$58,713 to FY2020.

The new budget bill did award Student Wellness and Success Fund (467) to the foundation distribution in October and February each year of the two-year budget bill. Global Village Academy is to receive \$26,528 in FY2020 and \$36,940 in FY2021. These funds are included in State Foundation Payments. The Student Wellness monies are only for the two year periods of FY2020 and FY 2021. No further funds are anticipated in FY2022 through FY2024. The only growth projection in Foundation revenue in FY2022 through FY2024 is in student enrollment growth.

Projected enrollment for FY 2020 is 209 students, FY2021 is 215 students, FY2022 is 220 and 2023 is 223 students and 2024 is 223 students. The maximum capacity for students has been set at 223, this meaning Global Village Academy anticipates hitting maximum ADM in FY2023.

The current budget bill includes Quality Community Grant Funds for high performing schools. High Performing schools are those with a Grade of "A" on the State Report Card, which Global Village Academy has received for the two years that the State Report Card has been completed.

**** Global Village Academy received \$260,742.47 during fiscal year 2020.

****Global Village Academy will receive an additional \$198,800 in fiscal 2021.

FY2021: The Ohio Department of Education has advised that between a 2% and 20% reduction in basic state aid will take place to offset the State of Ohio budget shortfall. For purposes of the forecast, we have been advised to assume a 10% reduction. Categorical aid and facility funding is not to be affected. A 10% reduction will result in a loss from \$6,020 per student, to \$5,418 per student for the FY2021 academic year. This support per student will result in a loss of \$126,000 at 10% (\$252,000 at 20%). The loss of \$126,000 is represented with this projection for FY2021.

FY2022 through FY2024: It is assumed that funding will be restored to \$6,020 per student in basic state aid. No increase in funding in basic state aid per student is assumed for these years.

- 2) Student fees are currently assessed at \$225 per student. Reduced fees are given to families with multiple students in the district. We do not anticipate an increase in the price of fees being charged to students during the term of this projection; however with the increase in ADM, more student fees are anticipated in collection.
- 3) Other operating revenue was basically attributed to rent and utilities of \$1,050 per month being received to the district from the Ukrainian School through FY2019. During the periods of FY2017, FY2018 and FY2019, Global Village Academy was under the lease arrangement with the Ukrainian School. The arrangement terminated beginning with FY2020. The \$10,500 revenues source has been removed from the projection in FY2020 moving forward.

EXPENDITURES:

1) Salaries - FY2020 is based on current contracts of present staff, annual stipend and supplemental payments and Board Member compensation.

Salaries are presented as they were earned and expended for FY 2020. FY2020 saw the addition of two new teaching staff, one Intervention Specialist and the return of one employee formerly on a leave of absence.

Salaries for FY2021 through FY2024 include no additional staff. No staff reductions have been included with this projection.

Salaries for FY2021 are being frozen. There are no salary increases planned to offset the reduction in basic state aide.

It is anticipated that the Principal will be retiring during FY2020. With the retirement GVA anticipates an additional expense for severance to be paid out per contract and a savings in Principal Salary with a position being adjusted from within current staffing.

Salaries for staff FY2022 through FY2024 assumes a 3.00% increase for teaching and classified staff members. Stipends and Supplemental remain as given.

2) Retirement and Insurance are based on current contracts. As the employer, GVA pays 70% of staff health, prescription drug and dental cost. A 30% payroll deduction is taken from employees participating in the plan. Global Village Academy received an 8.52% increase in healthcare/dental/prescription insurance for FY 2021 are assumed as taking insurance for FY2021 - FY 2024.

A 5% healthcare increase, per year, is being assumed for FY2022 - FY2024. No additional staff members participation.

3) Purchased services- FY2020 reflects the district's sponsorship with the Ohio Department of Education. ODE assesses GVA a 3% sponsor fee. Purchased services includes utilities, rent of facilities, building services, leases, student field trips, staff professional development and contracts for educational services. GVA has no equipment leases.

Again, due to the COVID-19 shut-down of schools, purchased service expenses were also reduced due to non-use.

No additional purchasing programs are anticipated in FY2021 through FY 2024.

Growth from FY2021 - FY2024 is assumed at 5% inflation factor.

4) Supplies and Materials - GVA adopted a new reading program in FY2019, which included new textbooks, student workbooks and classroom educational supplies. The only new adoption costs in the FY 2020 school year represent purchases for additional ADM per grade level. Other programs were renewed for continuance in FY2020. FY2020 includes the addition of Student Wellness funding, which include the purchase of playground and student activity supplies up to \$9,000 for FY2020 and FY2021,

A 5% inflation allowance is assumed for FY2021-FY2024. FY2021 also reflects the renewal of site licenses for student programs with Pearson's.

5) FY2020 Capital Outlay is at \$143,553 in equipment purchases approved by the Governing Board. Items included are a new gymnasium floor, student desks and chairs, and dry/erase boards. With the award of the Quality Community School Fund, GVA also purchased 100- replacement Chromebooks and 5-Viewsonic Smart Boards.

The main building of the Global Village Academy campus underwent a roof replacement project in FY2020. Global Village Academy approved contributing \$24,000 toward that program (20% of the total cost).

FY2021 includes 50 additional Chromebooks and one ViewSonic Smart Board from Quality Community School Fund. Additionally, \$25,000 is budgeted for regular equipment needs.

FY2022-FY2024 includes \$25,000 in regular budgeted replacement equipment.

6) Other line items - FY2019 the school underwent a two-year audit for FY2017-FY2018 estimated at \$13,285. GVA will remain on a two year audit schedule through FY2024. The additional expenses added to FY2021 and FY2023 are attributed to audits being conducted in those years.

Grant Revenues - FY 2020 are listed as awarded by the Ohio Department of Education. FY2021-2024 are estimates at this time.

Interest earning are anticipated revenue sources through the balance of this financial document. Investments are made with Star OHIO, through the State Treasurer's Office.

Global Village Academy does not have any debt. It is not anticipated that any debt will be incurred during the period of this document.

bmb
May-20

Attachment 12

GLOBAL VILLAGE ACADEMY, INC.
CONTRACT OF EMPLOYMENT FOR GERARD ZGRABIK

FISCAL OFFICER'S CONTRACT

WHEREAS, the Governing Authority of the Global Village Community Schools (“Governing Authority” or “Board”) undertook a search for a Fiscal Officer and selected **Gerard Zgrabik**.

WHEREAS, the Board, in accordance with the action taken at its meeting held on the 31st day of January 2020, does hereby employ **Gerard Zgrabik** as Fiscal Officer for a one (1) year and five (5) months term commencing on February 1, 2020 and ending on July 31, 2021.

WHEREAS, in accordance with Ohio Ethics laws, Christopher Zgrabik, current Board President and family member of **Gerard Zgrabik** recused himself entirely from the employment process of hiring **Gerard Zgrabik** including voting, recommending, nominating, or in any way using his position to secure his employment. His recusal will continue through the term of this contract.

WHEREAS, the parties agree that **Gerard Zgrabik** shall perform the duties of the Fiscal Officer as prescribed by the laws of Ohio and by the policies, rules, regulations and job position descriptions currently in effect and as may be adopted by the Governing Authority in the future, and that **Gerard Zgrabik** will devote his time, skill, labor, and attention to the job during the time he is employed with the school.

NOW, THEREFORE, the parties, intending to be fully and legally bound, and in consideration of the recitals above and the terms and conditions set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. **TERM OF CONTRACT**

The Governing Authority in accordance with Ohio Revised Code (“R.C.”) 3314.011 hereby employs, and **Gerard Zgrabik** hereby accepts employment as Fiscal Officer for a period of one (1) year and five (5) months commencing on the 1st day of February, 2020 and ending on the 31st day of July 2021 (hereinafter referred to as the “Term”).

2. **CONTRACT TERMINATION**

This contract may be terminated at any time by either party.

The Fiscal Officer agrees and understands that the Governing Authority is exempt from the requirements for treasurer employment and contract requirements under Chapter 3319 of the Ohio Revised Code, including requirements and procedures for non-renewal and termination of treasurer contracts. The Fiscal Officer agrees and understands that he is an at-will employee and may be terminated at any time for any reason, with or without just cause or due process.

3. **SPONSORSHIP AGREEMENT**

Pursuant to Section 2.2 (a)(xi) of the current Agreement between the Ohio Department of Education, Office of School Sponsorship and Global Village Academy, a Community School (“Sponsorship Agreement”), upon the expiration date or suspension of the Sponsorship Agreement, the Fiscal Officer agrees to complete all required closing procedures and final audits regardless of the date the school closes or the date the Term of this contract ends. The Fiscal Officer further understands that upon the effective expiration date or suspension of the Sponsorship Agreement, the Governing Authority has the right to cancel, terminate, or non-renew this contract.

4. **PROFESSIONAL CERTIFICATION**

The Fiscal Officer shall maintain and furnish to the Governing Authority evidence of a valid license issued in accordance with standards established by the Ohio Department of Education as set forth at R.C. 3314.011(B) and R.C. 3301.074, and any other applicable Ohio laws to act as an Ohio Community School Fiscal Officer during the life of this contract. If the Fiscal Officer fails to maintain the license required under this section, the Fiscal Officer shall be automatically disqualified to serve as Fiscal Officer, as provided in R.C. 3313.22, and this contract will terminate.

5. **DUTIES**

The Fiscal Officer shall perform the duties specified in the laws of Ohio, statutes and administrative rules and regulations, and consistent with the standards adopted by the Educator Standards Governing Authority and Sponsorship Agreement, as now in effect, and as may be amended or enacted from time to time during the term of this contract.

In addition to those duties set forth in Chapter 3314 of the Ohio Revised Code and other related sections, and regulations promulgated by Ohio, the Fiscal Officer shall have charge of the fiscal and related areas of the Community School under the direction of the Governing Authority. The Fiscal Officer agrees to: maintain the school’s financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State; provide fiscal information and reports as required by law, the Sponsorship Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor to perform its oversight and monitoring responsibilities; record the proceedings of each meeting of the Governing Authority; direct and assign staff of the District under his supervision; suggest procedures deemed necessary to the financial security of the District, and, in general; perform all duties incident to the office of the Fiscal Officer in the District and that may also be required by statute or ancillary to those duties statutorily imposed. The Governing Authority, individually and collectively, shall promptly refer all criticisms, concerns and suggestions regarding fiscal and related matters to the Fiscal Officer for study and recommendation.

6. **COMPENSATION**

Effective February 1, 2020, the Governing Authority shall pay Fiscal Officer a flat rate of one thousand five hundred dollars (\$1,500.00) per month, less applicable withholdings and taxes. The Fiscal Officer is due and entitled to the full payment for each month he is employed; provided, he is employed with GVA starting February 1, 2020 and remains employed at 12:01 a.m. on the first day of each succeeding employed month.

Said salary shall be paid in accordance with the payroll schedule established by the Governing Authority for all employees. No increase in monthly salary shall be paid to the Fiscal Officer during the Term, unless expressly approved by the Governing Authority in a resolution authorizing such. If any adjustment in salary or other compensation is made during the term of the contract, it is understood and agreed that all other provisions provided herein, including the term and termination date, shall remain in effect.

7. **VACATION, SICK LEAVE, AND PERSONAL TIME OFF**

The Fiscal Officer shall not be entitled to paid vacation, personal time off, or sick leave. The Fiscal Officer, however, will be entitled to the legal holidays specified in R.C. 1.14, to be taken on the dates specified in the adopted school calendar. These days include, but are not limited to: New Year's Day, Martin Luther King Day, president's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Even, Christmas Day, and New Year's Eve.

8. **CONTINUING EDUCATION, PROFESSIONAL DUES, PRESENTATION OF VALID LICENSE AND CONTINUING LICENSURE REQUIREMENTS**

The Governing Authority shall pay or reimburse the Fiscal Officer's expenses for participating in the continuing education program designed and administered by the Treasurer of State and shall pay dues for membership in any professional organization(s) up to a maximum of \$250.00 per calendar year, provided such requests for reimbursement are submitted promptly and received by the Governing Authority accompanied by invoices, receipts attached to a written and signed request for reimbursement. Notwithstanding the foregoing, it shall be the Fiscal Officer's responsibility to pay for and maintain licensure in accordance with the standards established by the Ohio Board of Education.

9. **EXECUTION OF BOND AND ANNUAL ETHICS COMMISSION DISCLOSURE**

The Fiscal Officer shall execute a Bond conditioned upon the faithful performance of all official duties as required by R.C. 3314.011(B). The bond shall be in the amount and with surety to be approved by the Governing Authority, payable to the state of Ohio, conditioned for the faithful performance of all the official duties required of the Fiscal Officer. The executed bond shall be deposited with the Governing Authority and a certified copy shall be filed with the Cuyahoga County Auditor. In addition, the Fiscal Officer shall file annually, as prescribed in R.C. 102.02(A), a personal financial statements with the Ohio Ethics Commission.

The Fiscal Officer covenants to comply with the terms and conditions for maintenance of that bond and not to perform the duties of his office in such a fashion as to cause the bond to be forfeited.

10. **EVALUATION**

The Fiscal Officer shall be evaluated annually. The results of the evaluation shall be considered by the Governing Authority in determining whether to renew the Fiscal Officer's contract. However, neither such evaluation nor its absence shall create an expectancy of continued employment, and nothing in this section shall prevent the Governing Authority from making the final determination regarding renewal or failure to renew the Fiscal Officer's Contract. The Fiscal Officer and the Governing Authority understand and agree that the Fiscal Officer is an at will employee. Additionally, the Governing Authority may, in its discretion, consider any such evaluation in determining what, if any, changes should be made in the Fiscal Officer's compensation. The Fiscal Officer recognizes that the Governing Authority is not required to follow the Ohio Treasurer's Evaluation System ("OTES") as provided under Chapter 3319 of the Ohio Revised Code.

11. **EXPENSES**

The Governing Authority agrees to reimburse the Fiscal Officer for actual and necessary expenses incurred by the Fiscal Officer in conjunction with performance of his duties in that capacity consistent with the limits of appropriations for such expenditures as established by the Governing Authority and Ohio Law.

To the extent permitted by the policies and Sponsorship Agreement, the Fiscal Officer shall be entitled to receive and the Governing Authority will pay mileage reimbursement to the Fiscal Officer for the use of his personal vehicle(s) in connection with school business. Such reimbursement shall be paid at the prevailing IRS rate, upon monthly statements signed by the Fiscal Officer or as otherwise set forth in the applicable rules and regulations.

12. **TERMINATION BY THE GOVERNING AUTHORITY IN ACCORDANCE WITH THE LAWS OF OHIO - INDEMNIFICATION CLAUSE**

The Governing Authority agrees that it shall defend, hold harmless, and indemnify the Fiscal Officer from any and all demands, claims, suits, actions and legal proceedings brought against the Fiscal Officer in his individual capacity or his official capacity as agent and employee of the Governing Authority, provided the incident arose while the Fiscal Officer was acting in good faith and not manifestly outside of the scope of his employment of official responsibilities and any such liability coverage is within the authority of the Governing Authority to provide under State law. This indemnification includes civil demands, claims, lawsuits, and legal proceedings, whether threatened or instituted, and also includes criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of the Fiscal Officer while acting within the scope of the Fiscal Officer's employment with the Governing Authority, and the good faith belief that such conduct was lawful and in the best interest of the school.

The Governing Authority's liability under this paragraph shall not exceed the amount provided by insurance purchased by the Governing Authority for this purpose of the amount appropriated by the Governing Authority for this purpose; whichever is greater. Except that, in no case, will individual Governing Authority members be considered personally liable for indemnifying the Fiscal Officer against such demands, claims, lawsuit, actions and legal proceedings.

It is expressly recognized between the parties to this agreement, that the duty to provide for the defense of the Fiscal Officer also applies to civil actions, administrative proceedings threatened or commenced by or on behalf of the State, or other political subdivision.

13. **SEVERABILITY**

All provisions contained in this contract are severable and, in the event that any one of them shall be held to be invalid by any court of competent jurisdiction, this contract shall be interpreted as if such provision was not contained herein, and such determination shall not otherwise affect the validity of any other provision.

14. **GOVERNING LAW; VENUE**

This contract shall be construed in accordance with Ohio law. All actions or proceedings concerning this contract, including but not limited to its validity, interpretation, construction, effect, performance, or breach, shall be governed by Ohio law.

15. **COUNTERPARTS**

This contract may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one and the same document.

16. **BINDING EFFECT; DELEGATION OF DUTIES PROHIBITED**

This contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs, and legal representatives. The duties and covenants of the Fiscal Officer contained in this agreement, being personal, may not be delegated or assigned, except as may be expressly permitted by law or applicable Governing Authority policy, rule, or regulation.

17. **ENTIRE AGREEMENT; MODIFICATIONS**

This contract supersedes all previous agreements, arrangements and understandings, written or oral, between the Fiscal Officer and the Governing Authority with respect to the subject matter hereof. No modification, waiver, amendment or addition to any of the terms of this contract shall be effective unless set forth in writing signed by the Fiscal Officer and the Governing Authority.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties or their authorized representatives have indicated their acceptance of the forgoing terms affixing their signatures below.

Fiscal Officer

By: _____

Date above signed: _____

**Governing Authority of the Global
Village Community Schools**

By: _____

Its: _____

Date above signed: _____



**PUBLIC OFFICIAL BOND -
FOR DEFINITE TERM**

BOND NO. 106937764

KNOW ALL MEN BY THESE PRESENTS, That we Deborah Herrmann
of 2315 Loyla Road, University Hts, OH 44118, as Principal, and
Travelers Casualty and Surety Company of America, a corporation of Connecticut, as Surety are held
and firmly bound unto State of Ohio for Global Village Academy, Inc. in the
penal sum of Thirty Thousand and 00/100 (\$30,000.00) Dollars, lawful money
of the United States of America, for the payment of which well and truly to be made, said principal binds
himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its
successors and assigns, jointly and severally, firmly by these presents.

SEALED and dated this 18th day of December, 2019.

WHEREAS, the said principal has been elected or appointed to the office of:
Treasurer for a definite term beginning January 1, 2020
and ending January 1, 2021 and is required to furnish a bond for the faithful performance of
the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden
Principal shall (except as hereinafter provided) faithfully perform the duties of his/her said office or
position during the said term, and shall pay over to the persons authorized by law to receive the same
all moneys that may come into his/her hands during the said term without fraud or delay, and at the
expiration of said term, or in case of his/her resignation or removal from office, shall turn over to
his/her successor all records and property which have come into his/her hands, then this obligation to
be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of
any public fund resulting from the insolvency of any bank or banks in which said funds are deposited;
and, if this provision shall be held void, this entire bond shall be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by
giving to the obligee a written notice of its desire so to cancel and at the expiration of thirty (30) days
from the receipt of such notice by the obligee the surety shall be completely released as to all liability
thereafter accruing. If this provision shall be held void, this entire bond shall be void.

WITNESS:

Deborah Herrmann

Brenda M. Break

Deborah Herrmann

(Seal)

(Principal)

Travelers Casualty and Surety Company of America

By:

Kristie A. Pudvan

Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 232129

Surety Bond No. or Project Description: #106937764

Principal: Deborah Herrmann

Obligee: State of Ohio for Global Village Academy, Inc.

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Vicki S. Duncan, Kristie A. Pudvan, Joanne Beckett-McGuire, William M. Wolff, Michael M. Hylant, Judy K. Wilson, Joel E. Speckman, Susan E. Hurd, Monica M. Mills, and Lisa M. Wilmot of the City of Toledo State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of May, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 9th day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **18th day of December, 2019**



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Attachment 13

336.1

Personal Leave

Each full time employee is given up to 3 paid days per year. Employees receive 1 day\$ of sick leave credit for each month of service to be used for illness or illness in the family. Personal leave not used will be carried over to the next year. Employees who are terminated or resign are not paid for unused personal leave.

Use of paid time off should be requested as far in advance as possible. An employee absent due to illness must notify the Superintendent or his/her designee as soon as possible and no later than 1-1/2 hours prior to the opening of School. Failure to promptly and properly notify School administrators may result in disciplinary action and a charge of personal time without payment for the time off.

In the event of a pandemic flu outbreak or any other pandemic disease outbreak, use of personal leave shall be limited to the employee's illness or illness in the employee's immediate family. Personal leave may not be used for personal matters or vacation during such time.

A pandemic is a global disease outbreak. The limitations on the use of personal leave for all employees shall apply only upon a determination by the Federal or State government that a pandemic flu outbreak or other pandemic outbreak exists within the School's community.

These provisions do not limit an eligible employee's ability to utilize unpaid leave time under the Family and Medical Leave Act, if applicable.

336.2

Paid School Holidays

To be added

336.3**Medical Leave of Absence**

If an employee is unable to physically or mentally perform his or her job they may request an unpaid medical leave of absence. This should be done in concert with the recommendations of a physician(s). Medical leaves of absence must be reported to the Board. While on medical leave the employee shall not accumulate personal leave, health insurance shall not be continued by the Board and the employee shall not take other employment. Employees may elect to pay the cost of health insurance during a period of approved leave.

336.4

Jury Duty and Military Leave

Jury Duty Leave

Full time employees who are selected for jury duty will be excused for the duration of the leave and receive their normal pay for each day they serve, for up to two weeks. The employee may also keep their jury duty pay.

R.C. 2313.18; R.C. 3313.211.

336.5

Military Leave

Global Village Academy observes all applicable laws concerning military leave and re-employment rights following military training and service.

38 U.S.C. 4301; R.C. 3319.085; R.C. 5923.05.

336.6 Family Leave (FMLA)

An employee is eligible under the Federal Family and Medical Leave Act (FMLA) if:

1. The employee has been employed by the School for at least twelve (12) months;
2. The employee has worked a minimum of 1250 hours during the twelve (12) month period before the leave is requested; and
3. The employee is employed at a School worksite which employs fifty (50) or more employees, or the total number of employees within 75 miles of the worksite is fifty (50) or more at the time the request is made.

Even though the School may be a covered employer, employees must meet all three of the above requirements to be eligible.

An employee may take a total of twelve (12) weeks of unpaid leave during the twelve (12) month period described below for any one or more of the following reasons:

1. The birth of a son or daughter of the employee and in order to care for such son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;
3. To care for the spouse, son, daughter, or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or
4. A serious health condition that makes the employee unable to perform the functions of his/her position.

The twelve (12) month period is defined as a "rolling" 12-month period measured backward from the date an employee begins using any FMLA leave.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition which involves:

1. Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or residential medical care facility;
2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days, that also involves continuing treatment by a health care provider; or
3. Continuing treatment by, or under the supervision of, a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not

treated, would likely result in a period of incapacity for more than three (3) calendar days, or for prenatal care.

A leave taken by an employee for the birth or placement of a son or daughter must be taken in one continuous segment, up to twelve (12) weeks, and must be taken within twelve (12) months of the birth or placement of the son or daughter. An employee is required to give thirty (30) days written notice of his/her intent to take leave, unless such leave is unforeseeable. In such a case, the employee must give notice as soon as practicable.

Leave taken to attend to the serious health condition of the employee or the employee's family member may be taken in one continuous segment, up to twelve (12) weeks, or may be taken on an intermittent or reduced leave, if medically necessary. The employee must make a reasonable effort to schedule his/her leave so as not to unduly interrupt School operations and must give thirty (30) days written notice of his/her intent to take leave, if practicable.

Intermittent or reduced leave will be allowed only for serious health conditions when medically necessary and properly validated or certified. An employee is not entitled to take an intermittent leave or a leave on a reduced schedule for the birth or placement of a child.

If an employee chooses to take intermittent or reduced leave, the School may require the employee to transfer temporarily to another position in the School for which he/she is qualified, and which would provide equivalent pay and benefits and a better accommodation for the employee's recurring periods of leave.

The employee will remain covered by the School-sponsored health care benefits while on leave. However, he/she is required to continue payment of any required contribution for insured benefits. If the employee does not return to work after the leave period, the School will require the employee to repay the health care premiums paid by the School during the leave period, unless the employee does not return due to a serious health condition as defined in this policy or due to other circumstances beyond the employee's control.

An employee on leave does not lose any benefit which has accrued prior to the first day of leave and the leave period will be treated as continued service for purposes of determining vesting and eligibility to participate in pension, 401(k), and other School retirement plans. However, an employee does not accrue any other benefits during the leave period, nor does the leave period entitle the employee to any greater rights than he/she would have had if he/she had remained in the workplace.

If an employee takes any under this policy, accrued paid time will be applied to the leave period until such paid time off is exhausted. The remainder of the leave will be unpaid.

An employee returning from leave will be reinstated to the same position or an equivalent position, with equivalent pay, benefits, and other terms of employment, unless the

employee would not otherwise have been so employed at the time reinstatement is requested.

Any employee returning from a medical leave, whether under this policy or not, may be required to present certification of the employee's fitness to return to work and identifying any restrictions relating to the leave of absence.

Certain higher level employees may be denied reinstatement and the Human Resources Coordinator should be consulted if the employee is believed to be within the highest paid 10% of workers employed within 75 miles of the employee's workplace.

An employee who requests leave to care for his/her own serious health condition or the serious health condition of a family member must provide a certification by his/her care provider which justifies the leave.

This certification must be provided by the employee within fifteen (15) days of the request for leave, unless it is not practicable to do so. Failure to provide the required certification on time may affect the employee's ability to take leave as requested.

The School also may require an employee on leave to check in periodically with management to inform them of his/her status and intent to return to work. A check-in schedule should be arranged between the employee and the Human Resources Administrator before leave is taken.

The School may also require a second opinion as to a serious health condition at its own expense. This opinion shall not be given by a medical professional regularly used by the School.

In the event of a conflict between the two opinions, the School may, at its own expense, require a third opinion from a medical professional jointly designated by the School and the employee whose decision shall be binding on the School and the employee.

Finally, an employee returning from leave taken for his/her own serious health condition must provide certification from his/her care provider that he/she is able to resume work.

29 U.S.C. § 2601.

Health Insurance and Annuities

The Board provides health insurance for all full time employees. Hourly employees are not generally provided paid health insurance. The amount contributed by the Board is determined annually prior to the start of a new School year. The Board also contracts for dental and legal insurance, which is paid totally by the employee, provided, however, an employee may use their FSA money (see policy no. 391.2 below) for these costs. From time to time the Board may have several contracts with companies who provide tax sheltered annuities to employees who wish to contribute. These are paid entirely by the employee. Employee contributions shall be made through payroll deductions. If an employee is given a leave of absence for a period of time the Board will not pay the employee's health insurance except as required for eligible parties under the FMLA (See Policy No. 385 above). The employee may elect to pay the premiums for such time as they are on an approved leave. An employee who resigns prior to the end of their contract year will have Board paid health insurance only through the end of the month in which their resignation is effective. If a teacher or teacher aide resigns at the end of their contract year the Board will continue to pay their health insurance premium through the month of August. Other staff members who resign at the end of their contract will have their health insurance paid through the end of the month immediately following the end of the contract.

R.C. 9.90.

Workers' Compensation Insurance

As required by Ohio law, all employees of Global Village Academy working in Ohio are covered by Workers' Compensation Insurance, which may provide benefits for injuries or illness that occur as a result of employment. Any injury, regardless of its apparent seriousness must be reported immediately to your supervisor. Failure to immediately report an on the job injury will result in discipline up to and including discharge.

R.C. 4123.01; R.C. 4123.83.

STRS/SERS

By law, you may be covered by the State Teachers Retirement System (STRS) or the State Public Employee Retirement System (SERS).

R.C. Chapters 3307 and 3309.

Unemployment Compensation

By law, most workers are insured for unemployment compensation, which provides income payment in certain conditions for a period of weeks if you lose your job under certain conditions.

R.C. 4141.01.

Attachment 14

LEASE

THIS LEASE (“Lease”) is effective as of the 1st day of August, 2016 (the “Commencement Date”), by and between **MOST REV. BOHDAN J. DANYLO, BISHOP OF THE UKRAINIAN CATHOLIC EPARCHY OF ST. JOSAPHAT IN PARMA, AS TRUSTEE FOR ST. JOSAPHAT UKRAINIAN CATHOLIC CHURCH** (hereinafter “Lessor”) and **GLOBAL VILLAGE ACADEMY, INC.** (hereinafter “Lessee”).

WITNESSETH:

1. PREMISES/CONTINGENCY:

1.1 Premises. Lessor does hereby let and lease unto Lessee for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, a portion of the premises situated in the City of Parma, Cuyahoga County and State of Ohio, and known as St. Josaphat Ukrainian School Building located at 5720 State Road, Parma, Ohio 44134, and consisting of approximately 21,480 square feet, as well as the Annex Building consisting of approximately 5,687 square feet, however, excepting therefrom the room commonly referred to as the “Men’s Club Room” (the School Building and Annex Building, excepting the Men’s Club Room, collectively hereinafter “Leased Premises”), as depicted on Exhibit A attached and incorporated hereto “AS IS.” Although not included as part of the Leased Premises, Lessee may utilize the soccer fields adjacent to the Annex Building, as well as Lessor’s parking lot, provided that such use shall not in any way materially interfere or hinder Lessor’s use of the same. Furthermore, Lessor reserves the right to designate certain reasonably sufficient parking spaces in the parking lots for Lessee’s use, as well as to impose reasonable regulations and restrictions on Lessee’s use of the parking lot. The Parties agree to cooperate in negotiating the use of the parking areas adjacent to the school building, including but not limited to designated areas for drop off and pick up of students, recess, and other school functions, and Lessor’s required use for funerals and special and religious events of Lessor.

1.2 Lease Contingency. This Lease is subject to and conditioned upon Lessee obtaining an occupancy permit from the City of Parma, as well as all other certificates and permits required in order for Lessee to operate as a public charter school in the State of Ohio. Lessee shall also be entitled to terminate this Lease without cost or penalty in the event that Lessee determines, in Lessee’s sole discretion, that operation of the School is not economically viable, by providing thirty (30) days advance written notice to Lessor.

2. EQUIPMENT AND FURNISHINGS: During the term of this Lease, Lessee shall have the use of the equipment and furnishings currently located on the Leased Premises (hereinafter the “Leased Equipment”). Lessor and Lessee shall conduct an inventory of the Leased Equipment and each item shall be clearly marked for identification purposes. Lessee shall identify any items it plans to use. Lessor shall remove any items not designated for use by Lessee.

Lessee shall not remove any of the Leased Equipment from the Leased Premises and shall repair or replace the Leased Equipment that is damaged or destroyed as a result of Lessee's use, reasonable wear and tear excepted. Upon the termination of Lessee's occupancy of the Leased Premises, Lessor and Lessee shall verify the condition of the Leased Equipment. Lessee shall supply all additional furnishings and equipment reasonably required for its occupancy and operations on the Leased Premises. All additional furnishing and equipment furnished by Lessee shall meet any and all federal, state and local regulations, laws, requirements and standards with respect to the use and occupancy of the Leased Premises. All additional furnishings furnished by Lessee shall remain the sole property of Lessee.

3. **TERM:** This Lease shall be for a term of five (5) years, commencing on the Commencement Date, and ending on July 31, 2021 (hereinafter "Initial Lease Term").

4. **RENEWAL TERMS:** Either party shall have the option of presenting to the other on or before March 1, 2021, a proposal to renew this Lease under the same terms and conditions, except for the rent and any other provisions that the party proposing the renewal may want to add, delete or modify (hereinafter, "Renewal Option") for an additional period to be determined. The party receiving notice may accept the Renewal Option by giving the sending party written notice of such election within ten (10) days after receipt of such Renewal Option proposal. If the receiving party accepts the Renewal Option proposal, then the parties shall promptly execute an amendment to this Lease stating the agreed upon terms. If neither party elects not to present a Renewal Option, or if the receiving party elects not to accept a Renewal Option presented by other, then Lessee shall surrender and vacate the Leased Premises as of the last day of the Initial Term, and neither Lessor or Lessee shall have any rights or obligations thereafter under this Lease, except as expressly provided for herein, including but not limited to any obligation under sections 5, 8, 9, 10, 17 20, 23, 24, 39 and 41.

5. RENT AND SECURITY DEPOSIT:

5.1 **Rent.** During the Initial Lease Term, Lessee shall pay to Lessor rent in the total amount of Three Hundred Fifteen Thousand Dollars (\$315,000.00), payable in monthly installments ("Rent") as follows:

- (a.) Year 1—Total Amount Due: \$58,000.00; Monthly Installment: \$4,833.33 - \$1,375 x 12
- (b.) Year 2—Total Amount Due: \$60,500.00; Monthly Installment: \$5,041.67 - \$1,375 x 12
- (c.) Year 3—Total Amount Due: \$63,000.00; Monthly Installment: \$5,250.00 - \$1,375 x 12
- (d.) Year 4—Total Amount Due: \$65,500.00; Monthly Installment: \$5,458.33 - \$1,375 x 12
- (e.) Year 5—Total Amount Due: \$68,000.00; Monthly Installment: \$5,666.67 - \$1,375 x 12

The Rent shall be paid in monthly installments and shall be due and payable on or before the first of each month, in advance, commencing on the Commencement Date. Notwithstanding anything contained herein to the contrary, should Lessee terminate this Lease according to Lessee's right to terminate, Lessee shall remain liable for all Rent accrued and/or deferred through the date Lessee vacates the Leased Premises after having terminated this Lease.

5.2 **Rent Credit.** Lessee and Lessor hereby acknowledge that Lessee has entered into an agreement with MAP Construction for the installation of certain HVAC related improvements (hereinafter "Improvements"). Lessee has agreed to be solely responsible for the costs of said Improvements, and Lessor has agreed to provide Lessee with a monthly rent credit subject to the terms of this Paragraph 5.2. The parties acknowledge that the

construction will begin on or around the beginning of this Lease and should be completed prior to the end of September, 2016. During construction, Lessee shall provide Lessor with updates regarding the construction, including but not limited to when work begins, any and all material issues that may arise during construction, and when construction has been completed. Upon completion of the construction, Lessee shall provide Lessor with notice that the construction has been completed and shall provide Lessee with proof that any and all amounts due as a result of the construction have been paid. Lessor shall grant Lessee a monthly rent credit, subject to the terms hereof, in the amount of One Thousand Three Hundred Seventy-Five Dollars (\$1,375.00) per month (hereinafter "Credit") for each month during the Initial Lease Term.

Should Lessee receive the Credit or any portion thereof prior to the completion of the construction, Lessor reserves the right to recover from Lessee the portion of the Credit applied as a rent credit, if the contemplated construction is incomplete or if Lessee otherwise defaults on any payment due as a result of the construction. The Credit shall not be transferrable or assignable by Lessee. The Credit shall be paid only as a monthly credit against the Rent due by Lessee and shall not be payable to Lessee in any other manner. Should this Lease terminate prior to the end of the Initial Lease Term, Lessor shall not be obligated to and will not compensate Lessee in any other way for the Improvements, and Lessor thereafter shall not be obligated to provide Lessee with any additional Rent credit against Lessee's Rent, due during the Initial Lease Term. Lessee acknowledges that the Improvements made to the Premises during the construction are the sole property of Lessor and shall remain the sole property of Lessor, with Lessee owning no interest thereof, upon termination of this Lease. Lessor shall, in no way, be obligated to compensate Lessee for any "unused" Credit upon termination of the Lease.

5.3 Security Deposit. Lessee has previously deposited with Lessor the sum of Three Thousand Five Hundred Eighty-Three Dollars and Thirty-Three Cents (\$3,583.33) as security for Lessee's full and prompt performance of all of the terms and conditions hereof, including without limitation the obligation to pay rent (the "Security Deposit"). Within thirty (30) days from the expiration of the Initial Lease Term, any renewal term, or the earlier termination of this Lease pursuant to the terms hereof, Lessor shall return to Lessee all or so much of the Security Deposit as Lessor has not properly applied to Lessee's defaults hereunder, including without limitation, the restoration of the Leased Premises to the same condition as at the beginning of the term of the Lease, reasonable wear and tear excepted, along with an itemized accounting of all deductions and the supporting documentation for said deductions. The Lessor may deduct from the Security Deposit any deductions authorized herein without prejudice to any future claim of the Lessor for damages incurred. The Security Deposit shall not bear interest.

6. PURPOSES AND USES:

6.1 Use by Lessee. Lessee shall operate and use the Leased Premises exclusively as a public community school for the teaching of general education. Lessee shall use and occupy the Leased Premises in a careful, safe and proper manner; will not commit or suffer waste therein; will comply with all present and future laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting the Leased Premises and the use and occupation thereof. Lessee shall not utilize the Leased Premises in any manner that may unreasonably obstruct or interfere with the rights of other lessees or occupants at St. Josaphat Ukrainian Catholic

Church (the "Church"), or any public community or other school which may occupy the Leased Premises during the weekends, including access to the parking area that is utilized for parish, diocesan and other school purposes. To the extent permitted by law, Lessee shall not use, or permit the Leased Premises to be used, in any manner that is contradictory to the teachings or mission of the Ukrainian Catholic Eparchy of St. Josaphat in Parma, or the Church, or to promote the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Ukrainian Catholic Eparchy of St. Josaphat in Parma, or the Church; provided, however, nothing set forth in this Lease shall restrict or prohibit Lessee's ability to teach any curriculum required by the Ohio Department of Education or any other public agency governing Lessee.

6.2 Use by Lessor. Notwithstanding anything to the contrary contained herein, Lessor shall have the right and license to use, and may grant to other parties the right and license to use, any portion of the Leased Premises for business, educational, charitable, religious, social or recreational functions, including but not limited to meetings, festivals, banquets, meals, funerals, religious functions, receptions and other activities or events. Lessor shall coordinate any use of the Leased Premises with the designated representative of the Lessee. Any events or activities of Lessor during the normal school day shall have priority over any event or activities of Lessee. Lessor shall not be obligated to pay any amount to Lessee for any use of the Leased Premises for its events, sponsored events, activities and use; provided, however that Lessor shall be responsible for the cleanup of any area of the Leased Premises used by Lessor or its invitees. Any parishioner of the Church Parish shall be permitted to use Sheptytsky Hall and the cafeteria in the Leased Premises, but subject to the priority of use to the Lessee and Parish as provided herein. Lessee may charge a Parishioner an amount of \$100.00 of rent per event, and a \$50.00 clean up fee per event, for any events at Sheptytsky Hall. Lessee may charge a Parishioner an amount of \$75.00 rent per event, and a clean-up fee of \$50.00 per event, for any events in the cafeteria. The Lessor shall, or cause the Parish to, remove any waste and put the chairs and tables back in place after each event where the Parish utilizes the Sheptytsky Hall and/or cafeteria. The Lessor shall be responsible for any damages that are verified to be caused to the Leased Premises and damage or loss to the personal property of Lessee by Lessor, an authorized Parishioner(s), Parish group or an invitee(s) of Lessor (collectively "Lessor User") in the exercise of the rights reserved under this Section 6.2. Lessee shall have an affirmative obligation to properly secure access to any part of the Leased Premises not being used by Lessor User, and to properly secure any of Lessee's personal property when Lessee is notified in advance of a use of the Leased Premises by a Lessor User.

For reasons of notice to Lessee, the events, activities, and uses listed in Exhibit B, attached and incorporated, may be in conflict with the use by Lessee of the Leased Premises, and Lessee shall make alternative arrangements or adjustments to its schedule, as the events listed on Exhibit B shall have priority over Lessee's use. Lessee acknowledges that the events listed on Exhibit B are solely to give Lessee advanced notice of certain activities, but Lessor shall not be limited to the events listed on Exhibit B as its priority use of the Leased Premises during times outside of the normal school day of Lessee. In keeping with Lessor's rights under this section 6.2, Lessor/the Church shall be entitled to retain keys to the Leased Premises during the Lease Term.

The Lessor and Lessee agree that semi-annual meetings will be held by their respective representatives to discuss on-going issues and concerns of both parties.

7. **ALTERATIONS AND FIXTURES:** Lessee may make any interior alterations, additions and changes in and to the Leased Premises with the prior written consent of Lessor, which consent may be not unreasonably withheld. Any such alterations, additions and changes shall be at the sole cost of Lessee, and shall be performed by contractors who are licensed, bonded and insured, and shall conform to all federal, state and local laws and regulations. Any alteration becomes the Leased Premises of the Lessor at the end of the Lease, unless it is restored back to its original condition prior to the termination of the Lease. Lessee shall not place any signs or banners on the exterior of the Building without the written consent of Lessor.

8. **REPAIRS AND CUSTODIAL REQUIREMENTS:** Lessee shall maintain the Leased Premises in good working order and condition, including cleaning, maintenance and making repairs, subject to Lessor's indemnification in Section 6.2. Lessee acknowledges that, except as otherwise provided herein, Lessee is accepting the Premises in its present "AS IS" condition, and further acknowledges that Lessee is familiar with the condition of the Premises, including the HVAC, plumbing and electrical systems. Any repairs to the roof, foundation or exterior walls, or repair costing more than \$10,000.00 in the aggregate (each a "Major Repairs") will be the sole responsibility of Lessor. Lessee shall promptly notify Lessor (Rectory Office) in writing of any Major Repair. Lessee shall only contact the Rectory Office in cases of emergency. Lessor shall provide Lessee with a list of contractors Lessee may contact in the event of an emergency, which may include, without limitation, lack of heat, power or flooding. However, Lessee shall also be solely responsible for any repairs necessitated by Lessee's negligence or wrongful conduct. In the case of any repair required as a result of Lessee's negligence or wrongful conduct, Lessee shall notify Lessor in writing of any damage to the Leased Premises and all such repairs shall be made as soon as practicable. Notice regarding such repairs and improvements shall be sent to Lessor in accordance with the notice provision of this Lease. Lessor shall have the option to make such necessary repairs, and charge back Lessee for the reasonable cost of the same, should Lessee fail to properly make the necessary repairs. Any repairs necessary to bring the Leased Premises up to code to obtain a certificate of occupancy, excluding Major Repairs, shall be the sole responsibility of Lessee; provided, however, Lessee shall have the option to terminate the Lease in lieu of making such repairs.

9. **MECHANICS' LIENS:** Lessee shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Leased Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Leased Premises solely for Lessee and under Lessee's control. If any such lien shall be filed or shall attach, Lessee shall promptly either pay the amount secured by the lien or procure the discharge of the lien by giving security or in any manner required or permitted by law. Lessee's failure to do so within thirty (30) days of Lessee's knowledge of the recording of the lien may result in Lessor paying of the amount secured by the lien or Lessor giving security in any manner required or permitted by law and subsequent recovery of the amount paid by Lessor from Lessee. Lessee shall indemnify, hold harmless and defend Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials procured, performed or supplied under the direction of Lessee and shall promptly reimburse Lessor for all costs and expenses thereof, including but not limited to reasonable attorney's fees, bonds premiums and court costs. Notwithstanding the forgoing, Lessee shall be entitled to challenge any disputed lien as permitted by law and during the pendency of any such challenge, Lessee's obligations under this section and Lessor's right to pay said lien on Lessee's behalf shall be abated.

10. UTILITIES AND OTHER SERVICES: Lessee shall pay for all utility charges associated with the Leased Premises including, but not limited to water, sewer, gas and electric. As there will be only two water meters covering the entire parcel owned by Lessor, which includes the Leased Premises, Lessor and Lessee shall allocate payment of the water and sewer bill. The Parties agree that such allocation shall be made in the following manner: Lessor 50%, Lessee 50%. Lessee shall pay to Lessor its 50% portion of the water and sewer bill within ten (10) days of receipt of the water and sewer bill from Lessor. However, it is anticipated that a sub-meter for the water may be installed during the term of this Lease. At the time the sub-meter is installed, Lessee shall be solely responsible for the water usage as indicated by said sub-meter, which will solely cover the water and sewer usage within the Leased Premises. In addition, Lessee will be solely responsible for providing dumpsters for its sole use and for the payment of the associated disposal fees. Any installation of cable or phone lines shall be the sole responsibility of Lessee.

Lessee shall pay 15% of the costs of snow plowing and snow and ice removal for the entire parcel owned by Lessor, which includes the Leased Premises. In addition, Lessee shall pay to Lessor an amount of \$150.00 per month for the months of April through October, to cover Lessee's portion of the grass cutting and landscaping charges for the area adjacent to the Leased Premises. Lessor shall be responsible for the performance of all snow and ice removal and landscaping and shall indemnify and hold harmless Lessee for any claim, loss, or injury caused by, arising or resulting from snow, ice, or the failure to properly maintain grass and landscaping.

11. SUBLETTING AND ASSIGNING: Lessee shall not assign, transfer or encumber this Lease, nor sublet all or any portion of the Leased Premises, nor permit the Leased Premises to be used or occupied by anyone other than the Lessee, its students, employees, invitees and guests, without prior written consent of Lessor, which consent shall not be unreasonable withheld or delayed. Consent of Lessor on any one occasion shall not be deemed a waiver of the necessity for consent on any other occasion.

12. EXAMINATION: Lessee shall permit Lessor, or its agents, to enter upon the Leased Premises at reasonable times upon reasonable notice to examine the condition of the Leased Premises provided such entry does not unreasonably interfere with the uses of the Leased Premises by Lessee for the intended uses.

13. EXPIRATION: Lessee will surrender and deliver up the Leased Premises upon termination of this Lease in as good order and condition as the same now are, or may be put by Lessor, reasonable use and natural wear and tear thereof, and damage by fire and unavoidable casualty, excepted.

14. INSURANCE:

14.1 Lessee's Liability Insurance. Lessee shall, at its sole cost and expense, fully insure itself, its officers, directors, employees, volunteers and agents with the following coverage forms, limits and policy endorsements: Commercial General Liability insurance with a combined single limit of not less than \$2,000,00.00, with respect to one person, and at least \$500,000.00 with respect to more than one person, per occurrence, providing coverage for personal injury, bodily injury, including death and \$50,000.00 for property damage, covering Lessee's use and

occupancy of the Leased Premises and its operations thereon. Insurance to be obtained from an "A" rated provider licensed in the State of Ohio. Lessor shall be given at least thirty (30) days advance written notice of the cancellation, non-renewal or reduction of coverage.

a) The policy shall name as additional insured: Lessor, the Ukrainian Catholic Eparchy of St. Josaphat in Parma and St. Josaphat Ukrainian Catholic Church.

b) Provide that the insurance shall be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of this Lease and that the insurance applies separately to each insured against who claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.

A Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Lessor within thirty (30) days of Lessee's execution of this Lease. A copy of the Certificate of Insurance shall be sent to:

Ukrainian Catholic Eparchy of St. Josaphat in Parma
Attention: Father Bohdan Barytsky
5720 State Road
Parma, Ohio 44134

Not less than ten (10) days prior to the expiration of such policy, a renewal policy or copy thereof shall be delivered to Lessor. Notwithstanding any other provision of this Lease to the contrary, Lessee shall have no obligation to be in compliance with the provisions of this Section 14 so long as the School maintains the insurance required by this Section 14.

14.2 Lessor's Liability Insurance. Lessor shall maintain, at its sole cost and expense commercial general liability insurance with a combined single limit of not less than \$2,000,00.00, with respect to one person, and at least \$500,000.00 with respect to more than one person, per occurrence, providing coverage for personal injury, bodily injury, including death and \$50,000.00 for property damage, covering Lessee's use and occupancy of the Leased Premises and its operations thereon. Insurance to be obtained from an "A" rated provider licensed in the State of Ohio, and shall name the Lessee as an additional insured. The insurance shall also provide that Lessee shall be given thirty (30) days advance written notice prior to any cancellation, non-renewal or reduction of coverage. A Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Lessee within thirty (30) days of Lessee's execution of this Lease.

15. PERSONAL PROPERTY: Subject solely to provisions of the Lease related to damages arising from the exercise of rights under Section 6.2 above, Lessor shall not be liable for any damages to the personal property of the Lessee or Lessee's, employees, agents, students, guests or other invitees, on the Leased Premises arising from but not limited to damage occasioned by bursting or leaking pipes, boilers or plumbing, electrical wiring, or by water, snow or such being upon or coming through the roof.

16. INDEMNIFICATION: Lessee covenants and agrees to indemnify, defend and hold harmless Lessor, the Ukrainian Catholic Eparchy of St. Josaphat in Parma, the Church, their clergy, laypersons, volunteers, employees, and agents, and the Leased Premises from and against any loss, cost, judgment or expense, including but not limited to, reasonable attorney's fees, incurred by or brought against Lessor in connection with any claims and liability for loss to persons, bodily injury, including loss of life, and property damage sustained by Lessee, its officers, trustees, employees, agents, guests invitee, or any other person coming on the Leased Premises, whether arising out of a condition of the Leased Premises for which Lessee is responsible, or Lessee's operations upon the Leased Premises or in any other way connected with Lessee's Lease of the Leased Premises or the furnishings and equipment remaining therein. The provisions herein shall not be applicable in the event that the loss, cost, judgment or expense results from the conduct, solely or contributory, of the Lessor or Lessor's agents, employees, visitors or invitees. Lessor shall indemnify, defend and save harmless the Lessee against all claims, damages, losses, causes of action, liability, costs and expenses, including reasonable attorney fees but excluding consequential damages, with respect to any damage to the Leased Premises or any bodily or personal injury, including loss of life of any employee or invitee of Lessee which arises out of the gross negligence or recklessness of Lessor, its employees, agents and contractors, or the actions or omissions of Lessor, its employees, agents, contractors, and any Lessor User under Section 6.2 above. Notwithstanding the foregoing, the parties to this Lease hereby waive all causes of action and rights of recovery against the other party, and their respective heirs, administrators, successors, officers, employees, agents and assigns for any loss or damage occurring to the Premises or for any injuries to persons resulting from any perils covered by insurance regardless of cause or origin, including the negligence of either party, their respective heirs, administrators, successors, officers, employees, agents, guests, invitees, customers, and assigns to the extent of any recovery under a policy or policies of insurance. However, any such policy or policies will not be invalidated in whole or in part by reason of this subrogation. To the extent necessary to affect the foregoing waiver of subrogation, each party agrees to obtain from their respective insurance carriers endorsements to such policies of insurance waiving the right of subrogation of the insurance carrier.

17. TERMINATION:

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

- a) Lessee shall fail to pay any amount required by sections 5, or 10 within ten (10) days after Lessee receives written notice from Lessor of Lessee's failure to pay the same;
- b) Failure to comply with section 12 of this Agreement;
- c) Failure to comply with any other provisions of this Lease for thirty (30) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently prosecute the cure to completion;
- d) Abandonment of the Leased Premises by Lessee, by leaving the Leased Premises vacant or deserted for a period of over thirty (30) consecutive

days, with the exception of the summer months when the school may be substantially vacant;

e) The failure of Lessee to remove any liens or encumbrances placed on the Leased Premises as a result of obligations or debts of Lessee as set forth in section 9.

If an Event of Default shall occur, Lessor shall have the right after applicable notice to Lessee of the occurrence of such Event of Default and the expiration of the cure period provided herein, to terminate this Lease and to re-renter and repossess the Leased Premises. Additionally, Lessor shall be entitled accelerate and recover from Lessee all rent due from the Event of Default through the end of the Initial Lease Term, subject to Lessor's obligation to mitigate its damages. Upon an occurrence of Default, which has not been cured as provided herein, or termination, Lessor may reenter and retake possession of the Leased Premises, with or without termination of the Lease in the case of Default. Lessee may at any time re-let the Leased Premises, or any part thereof, upon such conditions and at such rental as Lessor may deem proper. Lessor shall not by any re-entry or other act be deemed to have terminated this Lease or the liability of Lessee for the total liability hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this Lease.

17.2 Termination: Lessee may terminate this Lease at any time with written notice to Lessor should Lessee cease operation as a school.

17.3 Landlord Default: If Lessor shall be in default of any warranty, representation or any contractual obligation under the Lease, Lessee shall serve ten (10) days ("Cure Period") prior written notice reasonably describing the default to Lessor. If the default is not cured within the Cure Period, Lessee shall have all remedies at law and equity, which shall be cumulative.

18. DAMAGE OR DESTRUCTION: If the Premises or any part thereof shall be partially damaged by fire or other causality but, shall not be rendered unfit for Lessees use, the damage to the Leased Premises shall be repaired by Lessor. The rent and all additional charges otherwise due hereunder shall be abated on a per diem basis proportionate to the extent, and for the period the Premises is rendered unfit for Lessee's use. If all or substantially all of the Premises is made unfit for Lessee's use, by fire or other causality, acts of God or other cause, to the Lease shall terminate the Lease as of the date when the Premises is so made unfit for occupancy, by fire or other casualty.

19. POSSESSION AND CONDITION OF THE PREMISES: Lessee has thoroughly examined and is familiar with the condition of the Leased Premises. Lessee acknowledges that no representation as to the condition or repair thereof has been made by Lessor, or Lessor's property manager, agents or employees, and Lessee agrees to take possession of the Leased Premises in its **PRESENT "AS IS" CONDITION.**

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

21. **SUCCESSORS OF THE PARTIES:** Subject to the provisions hereof, all of the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to the benefit of, and be binding upon, the heirs administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to, wherever applicable, the heirs, administrators, successors, and permitted assigns of each party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, administrators successors and permitted assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this lease. Nothing in this paragraph shall authorize an assignment or subleasing of Lessee's interest herein without the express written consent of Lessor except in accordance with section 11 hereof.

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

23. **TAXES:** Lessee acknowledges that as of the Commencement Date, the Leased Premises is exempt from real estate taxes. Lessor and Lessee shall cooperate to assure that, to the fullest extent permitted by law; the Leased Premises remains exempt from real estate taxes. However, in the event that a tax or assessment is levied against the building or Leased Premises by any taxing authority during the term of this lease, or any extension thereof, the parties agree that

a) Lessor shall pay and discharge when due all real estate taxes, ordinary and special assessments and other governmental charges levied on or which would become a lien upon the land or building in which the Premises are located;

b) Lessee shall be responsible for all real estate taxes, ordinary and special assessments, and other government charges levied on and attributed to the Leased Premises to the extent of Lessee's interest in same under the Lease. Lessee shall make payment to Lessor in the amount as determined by this section 23(b) within Thirty (30) days of notice of demand by Lessor. Nothing herein alleviates Lessor's responsibility to pay and discharge the real estate taxes as set forth under Section 23(a); and

c) Lessee shall pay and discharge when due all taxes, assessments and other governmental charges, if any, levied on or attributable to personal property or improvements of Lessee located upon the Premises, or Lessee's use of the Premises.

24. **ENVIRONMENTAL MATTERS:**

24.1 **Lessee's Representations:** Lessee shall not violate and shall, at its sole cost and expense, fully comply with all applicable Laws relating to the protection of human health or the environment or the use, generation, storage or disposal of Regulated Materials (hereinafter defined) on, in, around, under or from the Leased Premises (collectively, "Environmental Laws"). Lessee shall indemnify, defend and hold harmless Lessor, Ukrainian Catholic Eparchy of St. Josaphat in Parma, as well as their respective officers, employees, agents and representatives harmless from and against

any and all claims, injuries, damages, fines, liens, judgments, penalties, liabilities, causes of action, losses, costs or expenses (collectively, "Claims"), including, without limitation, any and all sums paid for attorneys' and professional fees and litigation costs, arising either during or after the Lease Term, caused by or arising out of any violation of or failure to fully comply with Environmental Laws by Lessee or Lessee's officers, members, contractors, agents, employees, licensees, invitees and students ("Lessee Parties") or any environmental contamination of the Leased Premises or any adjoining properties or waterways caused in whole or in part by Lessee or Lessee's Parties. Lessee acknowledges that Lessor has advised Lessee that there may be asbestos containing materials ("ACMs") or lead based paint located on the Leased Premises, including in the improvements affixed to the Leased Premises. Lessor shall be solely responsible during the Lease Term for establishing a reasonable operation and maintenance program for the ACMs. Lessee agrees to comply fully with Lessor's operation and maintenance program for the ACMs. Lessor shall be responsible for all costs of abatement/remediation and implementation of any operation and maintenance plan. Lessee shall not make any alterations, additions, repairs or replacements unless and until Lessee has confirmed and provided evidence to Lessor that such work can be performed without risk to the health and safety of the occupants of the Leased Premises. "Regulated Material" means any substance: (a) that is regulated or controlled under any Environmental Laws; (b) that is or becomes defined as a solid waste, hazardous waste, hazardous substance, toxic waste, toxic substance, pollutant or contaminate under any Environmental Laws; (c) the presence of which on the Leased Premises causes or threatens to cause a nuisance upon the Leased Premises or to the adjacent properties, or poses or threatens to pose a hazard to the health or safety of persons on or about the Leased Premises; (d) that contains petroleum, including crude oil or any fraction thereof; or (e) that contains polychlorinated biphenyl, ACMs or urea formaldehyde foam insulation.

24.2 Lessor's Representations: Lessor represents, warrants and covenants that, notwithstanding the terms of Section 19 above or any other "as is" disclaimer set forth in this Lease, to the best of its knowledge there exists no i) hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, the Air Pollution Control Act (Ohio Rev. Code Ch. 3704), the Solid and Hazardous Waste Act (Ohio Rev. Code Ch. 3734), the Petroleum Underground Storage Tank Act (Ohio Rev. Code Ch. 3737.87 et. seq.) or any amendments thereto, or any regulations promulgated thereunder; or (ii) any "PCBs" or "PCB items" (as defined in 40 C.F.R. 763.63) (the "Regulated Materials") upon or within the Leased Premises other than ACM's and lead based paint ("Disclosed Conditions"), Lessor warrants and represents that it has received no notice of any condition or potential violation of Environmental Laws, that the Disclosed Conditions, to the best of Lessor's knowledge, are not in violations of Environmental Laws, and that the Leased Premises as of the effective date of the Lease, to the best of Lessor's knowledge, are not in material violation of any Environmental Law. Lessor shall indemnify and hold Lessee harmless from and against any claim, liability, suit or expense arising out of a violation of any applicable law or regulation relating to Regulated Materials not caused by the action of Lessee or its agents, employees, contractors or invitees. This section 24 (b) shall survive the termination of the lease. Lessee shall be solely responsible during the Lease Term for complying with any Environmental Laws which

govern the use of the Leased Premises with the Disclosed Conditions, but in the event that the Disclosed Conditions are not in compliance with Environmental Laws, Lessor shall be responsible for all costs of abatement/remediation and implementation of any operation and maintenance plan related thereto.

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

26. NOTICE: Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been given or served only when such notice or demand, in writing, is delivered by registered or certified mail, return receipt requested, addressed as set forth below, or at such other address as a party hereto may specify from time to time using the procedure set forth in this paragraph.

Lessor:

St. Josaphat Ukrainian Catholic Church
Attn: Pastor/Administrator
5720 State Road
Parma, Ohio 44134

Lessee:

Global Village Academy, Inc.
5720 State Road
Parma, Ohio 44134

With a copy to:

Most Rev. Bohdan J. Danylo, Bishop of the Ukrainian
Catholic Eparchy of St. Josaphat in Parma
5720 State Road
Parma, Ohio 44134

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

28. MODIFICATION: This Lease shall not be modified unless in writing and duly executed by the parties hereto.

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

30. LESSOR'S REPRESENTATIVE: The Pastor or Administrator of the Church shall serve as Lessor's representative for the purposes of this Lease.

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

32. SUBORDINATION AND ATTORNMENT: This Lease shall automatically be subordinate at all times to the lien of any mortgage now or hereafter placed upon the Leased Premises, provided that for so long as Lessee is not in default of this Lease, no foreclosure or similar proceeding will terminate this Lease or impair any of Lessee's rights. Lessee shall execute and deliver within Fifteen (15) days after Lessor's request for such instruments as may be desired by Lessor or by any mortgagee, and that are reasonably acceptable to Lessee, an instrument subordinating this Lease to the lien of any present or future mortgage.

In the event of any foreclosure of any mortgage on the Leased Premises, Lessee shall attorn to the purchaser of the foreclosure sale and not be disturbed in its possession of the Leased Premises. Lessee shall execute and deliver, within Fifteen (15) days after written notice by Lessor an instrument reasonably acceptable to Lessee providing for such attornment and non-disturbance that includes any such reasonable terms and conditions as may be requested by Lessor or any mortgagee of the Leased Premises, provided that such terms not impair any right of the Lessee or result in any additional cost or expense for the Lessee.

33. ESTOPPEL CERTIFICATE: Lessee shall, within Fifteen (15) days after receipt of Lessor's request therefore, execute and deliver to any proposed purchaser or mortgagee of the Leased Premises, a certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; whether Lessee knows of any default on the part of Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim; and such other matters as may be reasonably requested by the recipient thereof.

34. ENTIRE AGREEMENT: This Lease sets forth and represents the entire agreements and understanding between the parties with respect to all matters referred to herein and may not be changed except as set forth herein above in Section 28. Any exhibits, amendments and addenda attached hereto are incorporated and made a part hereof.

35. CONFIDENTIALITY: In exercising its rights to use the Leased Premises, Lessor (a) shall respect the privacy of Lessee, the School, the students of the School and their respective personal property, records and documents, not open drawers or private spaces and shall keep all accidentally discovered information strictly confidential and (b) shall use its best efforts to cause Lessor's employees, agents, contractors, representatives or other tenants to comply with the provisions of clause (a).

36. SAFETY AND WELFARE OF CHILDREN: Lessor acknowledges that Lessee's intended use of premises is for educational purposes. As such children may be on Premises receiving educational services. To safeguard these children Lessee may institute safety and security plans, restrictions or measures from time to time. Lessor agrees for itself and its successors, agents, guests and invitees that it shall cooperate and comply with Lessee and follow any such safety and security measures, plans and restrictions, as Lessee, in its sole discretion sees fit to initiate. Further, Lessor shall not permit any activity, operations or occupancy, on premises, in the building or in other common areas within control of Lessor that could jeopardize the security, safety, well-being, morals or educational opportunity of any child receiving educational services from Lessee. Lessor shall require the same of all other parties that may lease or otherwise have possession of other land and buildings either part of a common development or within 1,000 feet of premises that claim their right of possession from Lessor.

37. **CONSTRUCTION OF LEASE:** This Lease shall be deemed to have been prepared jointly by Most Rev. Bohdan J. Danylo, Bishop of the Ukrainian Catholic Eparchy of St. Josaphat in Parma, as Trustee for St. Josaphat Ukrainian Catholic Church, and Global Village Academy, Inc., and as such no ambiguity shall be construed against any one party based upon the assumption that such party drafted the operable language.

38. **UNAVOIDABLE DELAYS:** Neither party will be liable for any delay or failure in the performance of any of its obligations herein when due to labor disputes, inability to obtain materials or services, failure of power or other public infrastructure, wars, acts of terrorism, governmental laws, actions or restrictions, weather, acts of God or any other cause beyond the reasonable control of such party. Provided, however, that this section shall not excuse Lessee from the prompt payment of rent or any other amount due herein, excepting those specific provisions set forth herein regarding abatement of Lessee's rent obligations or in such an event by where by the operations of banks or the banking system is disrupted or interrupted due to the actions of a governmental or terrorist action.

39. **CHOICE OF LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio. Cuyahoga, County, Ohio shall be the venue for any dispute arising from this Lease.

40. **COVENANT OF SEISIN:** Lessor warrants that it is the lawful owner of the Premises and has good right and full power to lease it. Further, the party undersigned representing Lessor warrants that they are properly and fully authorized to sign this lease. This warranty shall operate independent of the Lease and shall survive the termination of the Lease.

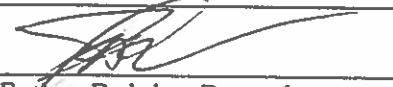

The parties hereto have executed triplicate originals of this Lease on the day and year first above written.

LESSOR

Most Rev. Bohdan J. Danylo, Bishop of the Ukrainian Catholic Eparchy of St. Josaphat in Parma, as Trustee for St. Josaphat Ukrainian Catholic Church

LESSEE

Global Village Academy, Inc. .
Attn: Oleh Holowatyj
5720 State Road
Parma, Ohio 44134

| | |
|---|--|
|  By: Father Bohdan Barytskyy Its designated representative |  By: <u>BOARD</u> Head <u>GVA</u> Its: |
|---|--|

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, ~~Father Bohdan Barytskyy~~, the designated representative of Most Rev. Bohdan J. Danylo, Bishop of the Ukrainian Catholic Eparchy of St. Josaphat in Parma, as Trustee for St. Josaphat Ukrainian Catholic Church, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the Diocese.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Parma, Ohio this 16 day of July, 2016.


NOTARY PUBLIC

MICHAEL M. RIGIELICZ
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Jan. 31, 2020

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Global Village Academy, Inc., by and through Chris Zgrabik, its authorized representative, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed and the free act and deed of the Global Village Academy, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Parma, Ohio this 14 day of July, 2016.


NOTARY PUBLIC

MICHAEL M. NAGELICZ
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Jan. 31, 2020

MICHAEL M. NAGELICZ
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Jan. 31, 2020

EXHIBIT "A"

LEASED PREMISES

EXHIBIT "B"

CONFLICTING EVENTS, ACTIVITIES, AND USES

EXHIBIT "C"

SUB-LEASE AGREEMENT



EXHIBIT "D"

WAIVER OF LIABILITY

