

**The Community School Contract entered into by the  
Governing Authority of Columbus Collegiate Academy and  
the Thomas B. Fordham Foundation**

**Dated as of November 20, 2007**

# COMMUNITY SCHOOL CONTRACT

## TABLE OF CONTENTS

| <b><u>Contract Section</u></b>   | <b><u>Page Number</u></b> |
|--|---------------------------|
| Article I. Purpose   | 3                         |
| Article II. Term   | 3-4                       |
| Article III. Responsibilities of the GOVERNING AUTHORITY   | 5-14                      |
| Article IV. Responsibilities of the SPONSOR  | 14                        |
| Article V. Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004 | 14                        |
| Article VI. Site Visits  | 15                        |
| Article VII. Letter of Approval to Operate   | 15                        |
| Article VIII. Probationary Status  | 15-17                     |
| Article IX. Suspension of Operation  | 17-19                     |
| Article X. Expiration/Termination of Contract  | 19-21                     |
| Article XI. Contract Termination Contingencies   | 21                        |
| Article XII. Governing Law   | 22                        |
| Article XIII. Limitation on Liability/Disclaimer of Liability/Covenant Against Suit  | 22                        |
| Article XIV. Assignment  | 22                        |
| Article XV. Amendments or Modifications  | 22-23                     |
| Article XVI. Severability  | 23                        |
| Article XVII. No Child Left Behind   | 23                        |
| Article XVIII. Dispute Resolution Procedure  | 23-24                     |
| Article XIX. Discrimination Policy   | 24                        |
| Article XX. Entire Agreement   | 24                        |
| Article XXI. Notice  | 24-25                     |
| Article XXII. Non-Waiver   | 25                        |
| Article XXIII. Force Majeure   | 25-26                     |
| Article XXIV. No Third Party Rights  | 26                        |
| Article XXV. Non-Agency  | 26                        |
| Article XXVI. Statement of Assurances for Start-Up Schools   | 26-27                     |
| Exhibit 1 Education Plan   | 28-63                     |
| Exhibit 2 Financial Plan   | 64-74                     |
| Exhibit 3 Governance and Administrative Plan   | 75-82                     |
| Exhibit 4 Accountability Plan for Primary and Middle Schools   | 83-91                     |
| Exhibit 5 Letter of Approval to Operate  | 92-94                     |
| Exhibit 6 Statement of Assurances for Start-Up Schools   | 95-100                    |
| Exhibit 7 Roster of Governing Authority  | 101-102                   |

## COMMUNITY SCHOOL CONTRACT

### COMMUNITY SCHOOL CONTRACT For COLUMBUS COLLEGIATE ACADEMY

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective November 12, 2007, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR"), and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Columbus Collegiate Academy.

The names and business addresses of the individuals who currently make up the GOVERNING AUTHORITY of the Community School, which is responsible for carrying out the provisions of this Contract, are attached hereto as Exhibit 7.

#### **Article I. Purpose**

This Contract authorizes the operation of the Community School pursuant to Chapter 3314 of the Ohio Revised Code (the "Code"). Such school shall be a public school, independent of the Columbus Public School District and is part of the state education program. Pursuant to Ohio Revised Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Ohio Revised Code Chapter 3314, other statutes applicable to community schools and the terms of this Contract. The Community School is educating children in grade or age equivalent grade levels six (6) through eight (8).

In approving this Contract, the SPONSOR voluntarily exercises powers given to it to sponsor community schools. Nothing in this Contract shall be deemed to be any waiver of the SPONSOR'S autonomy or powers.

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division or affiliation of the SPONSOR in any of the Community School's or the GOVERNING AUTHORITY promotional advertising, contracts, or other materials without the SPONSOR'S prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials, "Columbus Collegiate Academy Community School is sponsored by the Thomas B. Fordham Foundation".

#### **Article II. Term**

The term of this Contract shall be for a period of 5 year(s) commencing July 1, 2008 and ending June 30, 2013 (the "Term"); provided, however, the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

## COMMUNITY SCHOOL CONTRACT

No later than August 1 in the calendar year prior to expiration of this Contract, unless such date is waived by the SPONSOR at its sole discretion, the GOVERNING AUTHORITY may provide to the SPONSOR an application to renew this Contract (the "Renewal Application"). The Renewal Application shall contain:

1. a report of the progress of the Community School in achieving the educational objectives set forth in the contract and exhibits which are attached hereto and incorporated by reference as Exhibits 1-4 as if fully written herein;
2. a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the Community School that will allow a comparison of such costs to other schools, both public and private;
3. copies of each of the annual reports of the Community School, including the Ohio Department of Education report cards for the Community School and the certified financial statements;
4. evidence of parent and student satisfaction; and
5. such other material and information as is required by the SPONSOR.

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code §3314.07. The SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application within one hundred eighty (180) days after receipt of such Renewal Application but under no circumstances later than ninety (90) days prior to the non-renewal date of the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a non-renewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state. In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the Community School does not intend to renew the Contract with the SPONSOR, the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The Community School may enter into a Contract with a new SPONSOR in accordance with Ohio Revised Code §3314.03 upon the expiration of this Contract.

## COMMUNITY SCHOOL CONTRACT

### **Article III. Responsibilities of the GOVERNING AUTHORITY**

The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Ohio Revised Code applicable to community schools. Pursuant to Section 3314.02 of the Code all members of the Governing Authority must be eligible to serve in such capacity. In accordance with Section 3314.03 of the Code, the Community School agrees that it will remain in good standing as a non-profit, public benefit corporation pursuant to Chapter 1702 of the Ohio Revised Code for the entire term of this Contract.

The Community School shall be located within the Columbus Public School District.

In accordance with Section 3314.05(A) of the Code, the GOVERNING AUTHORITY agrees that any facility used for a community school shall meet all health and safety standards established by law for school buildings and agrees to remain compliant with all health and safety standards established by law for school buildings for the entire term of this Contract. The GOVERNING AUTHORITY agrees, in the event the Community School wishes to change locations and/or facilities, to acquire a new Letter of Approval pursuant to Article VII of this Contract.

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR immediately as to any of the following: any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; any allegation that the GOVERNING AUTHORITY or the lessor has breached any lease, deed or other land use agreement concerning the physical plant; any proposal to move the Community School from its current location specified in this Contract to another location or from its current facility to another.

The GOVERNING AUTHORITY represents that its Commercial General Liability policy expressly covers Corporal Punishment Liability and Athletic Participation Medical Liability. In addition to any existing insurance policies, the GOVERNING AUTHORITY agrees to negotiate in good faith with SPONSOR to determine the types and amounts of other insurance policies that it shall acquire and maintain in place. At a minimum, however, the GOVERNING AUTHORITY agrees to maintain insurance policies for the following types and amounts of coverage: commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of one million dollars (\$1,000,000); employee dishonesty insurance with limits of five hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of Community School) with limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than July 1 prior to the initial opening of the Community School, and by each July 1 thereafter, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR, at least

## COMMUNITY SCHOOL CONTRACT

thirty (30) days in advance, of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1701 K. Street NW, Suite 1000, Washington, D.C. 20006 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 400 E. Fifth Street, Suite 250, Dayton, OH 45402, Attn: Director of Community School Sponsorship, Thomas B. Fordham Foundation, 21 E. State St., Suite 900, Columbus, OH 43215, and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One Dayton Centre, Dayton, Ohio 45402-2028.

To the fullest extent permitted by law, the GOVERNING AUTHORITY and Community School shall indemnify, defend and hold harmless the SPONSOR and any successor entity thereto and their respective members, officers, directors, trustees, employees, agents, affiliates and representatives, past and present, (collectively "the Sponsor Indemnitees"), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property by the Community School, GOVERNING AUTHORITY and its faculty, students, patrons, employees, guests or agents; or (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, guests or agents; or (iii) a violation of any law, statute, code, ordinance or regulation by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, subcontractors guests or agents and/or any breach, default, violation or non-performance by the GOVERNING AUTHORITY, Community School of any term, covenant, condition, duty or obligation provided in this Contract.

These indemnification, defense and hold harmless obligations shall survive the termination of this agreement. Notwithstanding the expiration, termination or non-renewal of this Contract, the GOVERNING AUTHORITY and Community School agree that the insurance coverage requirements under this Article and the duty to indemnify described herein, shall continue in force and effect with respect to any claim, action, expense (including attorney fees), damage or liability arising out of, connected with, or resulting from the operation of the Community School by the GOVERNING AUTHORITY until such claim, action, expense (including attorney fees,) damage, or liability is barred by any applicable statute of limitation. Any indemnified parties shall have the right, at its own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

The GOVERNING AUTHORITY shall request a Bureau of Criminal Identification and Investigation ("BCI&I") criminal records check for each newly elected and/or appointed GOVERNING AUTHORITY member. If any member fails to pass the criminal records check, their appointment to the GOVERNING AUTHORITY shall be void. The results of each criminal records check for the GOVERNING AUTHORITY members shall be provided to the SPONSOR upon request.

In accordance with Section 3319.39 of the Code, the GOVERNING AUTHORITY shall request a BCI&I criminal records check with respect to teachers and any applicant who has applied to the Community School for employment in any position involving the care, custody, or

## COMMUNITY SCHOOL CONTRACT

control of a child. Such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal records check for each applicant from BCI&I.

Upon request of the SPONSOR, the GOVERNING AUTHORITY shall provide proof of occupancy, fire inspection, health and safety inspection, lease or purchase verification, liability insurance, BCI&I records checks of all staff, and valid teaching certification of staff. Proof of occupancy shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same. Proof of teacher certification shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any temporary or permanent teaching certificate/license issued by the Ohio Department of Education.

In accordance with Ohio Revised Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code and may employ other persons as are necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the Ohio Revised Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the Community School during the term of this Contract shall: (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Ohio Revised Code; or (ii) be in the process of obtaining a license to teach in a public school in Ohio under the conditional or alternative path to licensure set forth under Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the Community School under this option shall complete the conditional or alternative path to licensure not later than two (2) years after beginning to teach at the Community School. The Community School may engage non-certified persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY represents that any individual who provides a service other than teaching to students at the Community School, and for which a license is required under Ohio law, shall have the appropriate license to provide the service in Ohio.

In accordance with Ohio Revised Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Ohio Revised Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(c), the Community School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

## COMMUNITY SCHOOL CONTRACT

In accordance with Ohio Revised Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 149.433, 2151.357, 2151.358, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.56, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.80, 3313.96, 3319.073, 3319.313, 3319.314, 3319.315, 3319.321, 3319.39, 3321.01, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 3737.73, 4111.17, 4113.52 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Ohio Revised Code as if it were a school district and comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(e), the GOVERNING AUTHORITY shall comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code.

The Community School and the GOVERNING AUTHORITY shall comply with Ohio Revised Code Section 3353 (eTech Ohio initiative) as applicable.

The GOVERNING AUTHORITY represents that the school director, principal or the superintendent of the Community School is a non-voting member of the Governing Authority.

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School.

The GOVERNING AUTHORITY further represents that the GOVERNING AUTHORITY will disclose any actual or potential conflicts, including, but not limited to, disclosure of any legal obligations such as employment or professional services contracts between any individual employed by or retained as a consultant by the GOVERNING AUTHORITY and the Community School.

The Community School and GOVERNING AUTHORITY will comply with Section 3302.04 of the Code to the extent possible, except any action required to be taken by a school district pursuant thereto shall be taken by the SPONSOR, provided, however, the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

The Community School represents that its name does not violate or infringe upon the intellectual property rights of any third party and that it has taken appropriate measures to secure the intellectual property rights with respect to its name.

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a 2% sponsorship fee (the "Sponsorship Fee") to the SPONSOR. SPONSOR agrees to waive the Sponsorship Fee for the first two years of this agreement. Beginning in July, 2010, on or before

## COMMUNITY SCHOOL CONTRACT

the 10th day of the month for the term of this Contract, the GOVERNING AUTHORITY will commence payment of the Sponsorship Fee to the SPONSOR. The Sponsorship Fee shall be the specified percentage of the total state foundation payment, based upon student enrollment, received by the Community School. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of total state foundation payment are the state formula amount, disadvantaged pupil impact aid (DPIA), parity aid and special education.

If the Community School is rated "Effective" or "Excellent" and meets Adequate Yearly Progress requirements, the Community School will receive a rebate of \$2,500 for an "Effective" rating, or a rebate of \$5,000 for an "Excellent" rating. Rebates are applied to the sponsorship fee during the school year following the school year in which the state academic rating applies. Rebates are effective for one school year only, and, depending on academic performance, the Community School may be eligible for the rebate each year over the term of this Contract.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR'S sole discretion. The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third party beneficiary of this Contract, to perform the SPONSOR'S oversight functions pursuant to this Contract.

The Community School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Community School is for the benefit of the SPONSOR.

**COMMUNITY SCHOOL CONTRACT**

**A. Education Plan:**

The GOVERNING AUTHORITY agrees to comply with the policies and provisions described in the education plan ("Education Plan") of the Community School, including but not limited to the school's mission; the ages and grades of students; the characteristics of the students the Community School expects to attract; the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

The projected enrollment in the Community School is as follows:

|                | <b>2008-09</b> | <b>2009-10</b> | <b>2010-11</b> | <b>2011-12</b> | <b>2012-13</b> |
|----------------|----------------|----------------|----------------|----------------|----------------|
| <b>Grade 6</b> | 112            | 112            | 112            | 112            | 112            |
| <b>Grade 7</b> | --             | 112            | 112            | 112            | 112            |
| <b>Grade 8</b> | --             | --             | 112            | 112            | 112            |
| <b>Total</b>   | 112            | 224            | 336            | 336            | 336            |

In accordance with Section 3314.03(A)(23) of the Code, the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom based learning opportunities in compliance with the criteria set forth in Section 3314.08(L)(2) of the Code. The GOVERNING AUTHORITY represents that the Education Plan attached hereto as Exhibit 1, and incorporated by reference as if fully written herein, will lead to attainment of the state and federal law requirements for school performance and the achievement and academic goals specified in Exhibit 4.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611 and 3313.614 of the Ohio Revised Code, except that, for students who enter the ninth grade before July 1, 2010, if any, the requirement in Sections 3313.61 and 3313.611 of the Code, that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma, may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the Community School rather than the curriculum specified in Title XXXIII of the Ohio Revised Code, or any rules of the State Board of Education; and further provided that for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections 3313.61 and 3313.611 of the Code shall be met, which require a student to successfully complete the Ohio core curriculum, as prescribed in Section 3313.603(C) of the Code, prior to receiving a high school diploma, unless said student qualifies under division (D) or (F) of that section. The GOVERNING AUTHORITY, if applicable, shall implement the plan for awarding high school credit based on a student's ability to demonstrate subject area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

**B. Financial Plan:**

In accordance with Section 3314.03(A)(15) of the Code, the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which details an estimated school budget for each year of the period of this Contract, specifies the total estimated per pupil expenditure amount for each such year, and describes the

## COMMUNITY SCHOOL CONTRACT

financial policies, procedures and internal financial controls of the Community School. The GOVERNING AUTHORITY shall calculate and report the estimated per pupil expenditure amount that will be used for purposes of funding calculations under Section 3314.08 of the Ohio Revised Code. This base formula amount for any year shall not exceed the dollar formula amount defined under Section 3317.02 of the Ohio Revised Code. The GOVERNING AUTHORITY'S financial plan may also specify, for any year, a percentage figure to be used for reducing the per pupil amount of disadvantaged pupil impact aid the Community School is to receive that year under Section 3314.08 of the Ohio Revised Code. Said Financial Plan is attached hereto as Exhibit 2, and is incorporated by reference as if fully written herein.

In accordance with Section 3314.03(A)(8) of the Code, the GOVERNING AUTHORITY shall require financial records of the Community School to be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of State, and the audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code. The GOVERNING AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of the State.

In accordance with Section 3314.011 of the Code, the GOVERNING AUTHORITY shall have a designated fiscal officer for the Community School who meets all of the requirements set forth in Section 3314.011 of the Code.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports every two months, as specified by statute, and allow the SPONSOR to periodically monitor the School's operations at the request of the SPONSOR; provided, however, that the frequency and scope of such monitoring does not unreasonably interfere with or interrupt Community School operations.

### **C. Governance and Administrative Plan:**

The GOVERNING AUTHORITY agrees to comply with the policies and procedures for the management and administration of the Community School as set forth in the governance and administrative plan ("Governance and Administrative Plan"), which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees to comply with the procedures by which the members of the GOVERNING AUTHORITY of the Community School will be selected in the future as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

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

## COMMUNITY SCHOOL CONTRACT

In accordance with Section 3314.03(A)(12) of the Code, the GOVERNING AUTHORITY agrees to make arrangements for providing health and other benefits to employees as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Ohio Revised Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district in which the Community School is located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Ohio Revised Code.

In accordance with Section 3314.03(A)(7) of the Code, the GOVERNING AUTHORITY agrees to comply with the portion of its Governance and Administrative Plan, attached hereto as Exhibit 3 and incorporated by reference as if fully written herein, which sets forth the ways by which the Community School will achieve racial and ethnic balance reflective of the community it serves.

In accordance with Section 3314.03(A)(6) of the Code, the GOVERNING AUTHORITY agrees to comply with the student dismissal procedures as set forth in the Governance and Administrative plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

In accordance with Section 3314.03(A)(16) of the Code, the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event this Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

In accordance with Section 3314.10 of the Code, the GOVERNING AUTHORITY agrees that the employment of teachers and non-teaching personnel by the Community School shall be as set forth in the Governance and Administrative Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein, and said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Ohio Revised Code, whichever is applicable, and the Community School shall carry out all of the duties of an employer specified therein.

The GOVERNING AUTHORITY agrees to participate in the sponsorship information management system developed by the SPONSOR, including but not limited to: (i) the participation of Community School staff in all required training, and (ii) timely response to all information requests related to the sponsorship information management system.

The GOVERNING AUTHORITY agrees to annually report to the Sponsor the composition of its GOVERNING AUTHORITY. This report shall include the names, addresses, and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

## COMMUNITY SCHOOL CONTRACT

The GOVERNING AUTHORITY agrees to notify the SPONSOR in the event that an existing GOVERNING AUTHORITY member resigns or a new GOVERNING AUTHORITY member is appointed.

The GOVERNING AUTHORITY agrees to participate in SPONSOR organized board training program before the opening of the school's doors and periodically during the term of this Contract.

### **D. Accountability Plan:**

The GOVERNING AUTHORITY agrees that, in accordance with Exhibit 4, the Community School will receive an annual state rating of at least "Continuous Improvement", will make progress towards a state rating of "Effective" and, ultimately, "Excellent," and will meet Adequate Yearly Progress (AYP) requirements each year.

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Accountability Plan ("Accountability Plan"), which is attached hereto as Exhibit 4, and incorporated by reference as if fully written herein. Such methods shall include the administration of Ohio's achievement tests, diagnostic assessments, or any other statutory testing established for Ohio's students. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student achievement and testing governing community school students as if such amendments were specifically set forth in this Contract.

The GOVERNING AUTHORITY agrees that the SPONSOR will conduct an annual evaluation of the progress of the school per the Accountability Plan as set forth in Exhibit 4. The SPONSOR agrees to provide a written report of the Community School's annual evaluation under Exhibit 4 to the GOVERNING AUTHORITY each fall, commencing with the second year of the term of this Contract.

If the Community School is not rated "Continuous Improvement" or "Effective" or "Excellent" and/or has not met Adequate Yearly Progress requirements for the preceding school year, the SPONSOR may implement corrective action, including but not limited to the issuance of written notification warning the GOVERNING AUTHORITY of the failure of the school to perform under the terms of this Contract, placing the school on probation, or choosing to suspend, terminate or not renew this Contract.

In accordance with Section 3314.03(A)(11)(g) of the Code, the GOVERNING AUTHORITY shall submit to the SPONSOR, to the parents of all students enrolled in the Community School, within four months after the end of each school year a report ( an annual report) of its activities and progress in meeting the goals and standards for each of the following:

- Academic goals, as contained in Exhibit 4;
- Performance standards, as contained in Exhibit 4; and
- Financial status, as depicted in the documents specified in Exhibit 4.

## COMMUNITY SCHOOL CONTRACT

The report (an annual report) submitted in accordance with Section 3314.03(A)(11)(g) of the Code shall be the same annual report specified in Exhibit 4 of this Contract.

### **Article IV. Responsibilities of the SPONSOR**

Pursuant to Section 3314.015(B) of the Code, the SPONSOR shall perform its obligations under this Contract consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code and agrees to comply with the standards by which the success of the Community School will be evaluated, on an annual basis, as set forth in Exhibit 4, which is attached hereto, and incorporated by reference as if fully written herein. The duties of the SPONSOR shall be in accordance with the written agreement between the SPONSOR and the Ohio Department of Education. The SPONSOR will not require the GOVERNING AUTHORITY and/or Community School to purchase, contract to purchase or use any supplemental services (treasury services, financial management services, etc.) offered by the SPONSOR or any affiliate of the SPONSOR.

### **Article V. Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004**

The GOVERNING AUTHORITY shall comply with all the provisions set forth in the Americans with Disabilities Act, and shall not exclude a qualified individual with a disability by reason of such disability, from participation in any programs or activities of the Community School, or subject such qualified individual to discrimination by the Community School.

The GOVERNING AUTHORITY shall ensure that all facilities meet the requirements of the Americans with Disabilities Act and that all education programs are accessible to individuals with a disability.

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person, on the basis of such handicap, from participation in any programs or activities of the Community School and shall provide free appropriate public education to such qualified handicapped person.

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA).

Notwithstanding the foregoing, nothing in this Article is, or shall be construed to be, a waiver of any exceptions, exclusions or other rights that the GOVERNING AUTHORITY may have or may avail itself of under the Americans with Disabilities Act, the Rehabilitation Act of 1973 or any other applicable state or federal law.

## COMMUNITY SCHOOL CONTRACT

### Article VI. Site Visits

The GOVERNING AUTHORITY agrees to permit the SPONSOR to conduct site visits as determined necessary by the SPONSOR, provided, however, that such visits are not of the frequency or scope as to unreasonably interrupt or interfere with the Community School's operations.

### Article VII. Letter of Approval to Operate

The GOVERNING AUTHORITY shall not move to a new location and begin classes for students until it has received a letter of approval to operate ("Letter of Approval") issued by the SPONSOR, the requirements of which are attached hereto as Exhibit 5, and incorporated by reference as if fully written herein, and any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

Once classes begin, the Community School may continue to hold classes for students until such time that its Certificate of Occupancy or Temporary Certificate of Occupancy and/or any other required health and safety certificate is revoked by a governmental agency due to violations of health and safety standards, or until such time as school operations are suspended pursuant to this Contract and Ohio law, or this Contract otherwise terminates or expires pursuant to the provisions herein.

The parties to this Contract understand and agree that the provisions of Article VII of this Contract do not restrict or alter the SPONSOR'S authority to suspend the operation of the Community School in accordance with Article IX of this Contract and Ohio law.

### Article VIII. Probationary Status

In lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may, after consultation with the GOVERNING AUTHORITY of a Community School under its sponsorship, declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School; or
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the student performance requirements specified in Exhibit 4 of the Contract and achievement or academic goals specified in Exhibit 4 of this Contract; or

## COMMUNITY SCHOOL CONTRACT

3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management; or
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR'S notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient the Contract may be terminated or operations of the school may be suspended pursuant to Article IX of this Contract.

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School shall remain on probationary status and the SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR and, if the SPONSOR at any time finds that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, the SPONSOR may take further action under Section 3314.073 of the Code, including taking over the operation of the Community School, or suspending the operation of the Community School.

Except in cases determined by the Sponsor, in its discretion, to be of such an extreme nature so as to require immediate remedy (e.g., financial insolvency or severe education programmatic inadequacy of the Community School) a Community School placed on probation pursuant to Article VIII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING AUTHORITY, unless or until the Community School closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or force majeure events.

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article VIII and the suspension of operation of the Community School under Article IX of this Contract are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article IX of this Contract for suspension of operation of the Community School during the pendency of any probationary status or period for such imposed on the Community School under Article VIII of this Contract.

Notwithstanding the foregoing, before taking action under Articles VIII or IX of this Contract the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a

## COMMUNITY SCHOOL CONTRACT

warning, the GOVERNING AUTHORITY and Community School of areas of non-compliance that may warrant probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VIII or IX of this Contract but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR'S sole discretion, circumstances so warrant.

### **Article IX. Suspension of Operation**

If SPONSOR suspends the operation of the Community School pursuant to the procedures set forth in this Article IX, the GOVERNING AUTHORITY shall not operate the Community School while the suspension is in effect.

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall immediately notify the employees of the Community School and the parents of the students enrolled in the Community School of the suspension and the reasons for the suspension, and shall cease all school operations on the next business day. Any such suspension shall remain in effect until the SPONSOR notifies the GOVERNING AUTHORITY that it is no longer in effect.

#### **A. Health and Safety**

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for non-compliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

## COMMUNITY SCHOOL CONTRACT

5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

### **B. Other**

The SPONSOR may also suspend the operation of the Community School for the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School; or
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the student performance requirements specified in Exhibit 4 of the Contract and achievement or academic goals specified in Exhibit 4 of this Contract; or
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management; or
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

Prior to suspension for one or more of the five reasons set forth in paragraphs (B)(1) through (B)(5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written notice of the SPONSOR'S intent to suspend the operation of the Contract. Such notice shall explain the reasons for the SPONSOR'S intent to suspend operation of the Contract and shall provide the GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall promptly review any proposed remedy timely submitted by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

If the SPONSOR disapproves the remedy proposed by the GOVERNING AUTHORITY, or if the GOVERNING AUTHORITY fails to submit a proposed written remedy in the manner prescribed by the SPONSOR, or if the GOVERNING AUTHORITY fails to implement the remedy as approved by the SPONSOR, the SPONSOR may suspend the operation of the Community School.

If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the

## COMMUNITY SCHOOL CONTRACT

SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall; (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR'S representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to Community School records, including student records during the suspension period. During the suspension period, the SPONSOR'S designated representative shall have access to and may remove Community School records, including student records, if, in the sole discretion of the SPONSOR, the representative of the Governing Authority fails to timely provide such records, following a legitimate request, or for any reason if the Community School remains under suspension and is not fully operational for a period of ten (10) weekdays.

### **C. Termination Resulting from the Suspension of School Operations**

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Contract.

### **Article X. Expiration/Termination of Contract**

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract, provided, however, the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the Sponsor of its intent to enter into a community school contract with a successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then at least ninety (90) days prior to the termination of the Contract the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Ohio Revised Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the student performance requirements specified in Exhibit 4 of the Contract and achievement or academic goals specified in Exhibit 4 of this Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;

## COMMUNITY SCHOOL CONTRACT

4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate a community school, or the Community School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
7. The Community School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
10. Other good cause.

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or non-renewal and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within seventy (70) days of the receipt of a request for the hearing. Following the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code §3314.07.

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

1. Ninety (90) days following the date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;
2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination, or if the SPONSOR'S decision is appealed to the State Board of Education (the "State Board"), and the State Board

## COMMUNITY SCHOOL CONTRACT

affirms that decision, the date established in the resolution of the State Board affirming the Sponsor's decision.

### **Article XI. Contract Termination Contingencies**

If the Community School (i) permanently closes and ceases its operation or (ii) closes and ceases to operate, the Community School shall comply with Section 3314.074 of the Code and proceed according to any applicable policies of the Community School.

The GOVERNING AUTHORITY represents that its governing documents provide that, upon dissolution, (i) all remaining assets, except funds received from the Ohio Department of Education, shall be used for non-profit educational purposes, and (ii) remaining funds received from the Ohio Department of Education shall be returned to the Ohio Department of Education.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR'S representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to Community School records, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records which are within the SPONSOR'S possession; provided that in performing the Governing Authority's statutory or contractual duties, the Sponsor shall comply with Section 3313.015(E) of the Code, and any procedural guidances published by the ODE, which correspond thereto.

The GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School in accordance with Section 3314.015(C) of the Code.

## COMMUNITY SCHOOL CONTRACT

### **Article XII. Governing Law**

This Contract shall be governed and interpreted according to the laws of the State of Ohio. This Contract is subject to any and all future changes, amendments or additions to the statutes, rules and procedures applicable to community schools. The SPONSOR and the GOVERNING AUTHORITY hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any term within this Contract that conflicts with the statutory change.

### **Article XIII. Limitation on Liability/Disclaimer of Liability/Covenant Against Suit**

The SPONSOR of the Community School and the officers, directors or employees of the SPONSOR shall be afforded the protections against liability under §§ 3314.07(E) and (F) of the Code or any other statutory immunity granted to SPONSOR, now or hereafter.

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction and control of the SPONSOR except as required by law or this agreement and that the SPONSOR assumes no liability for any loss or injury from: (i) the acts and omissions of the Community School, its directors, trustees, officers, agents, subcontractors, independent contractors or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractor or independent contractors as a result of the issuing, overseeing, enforcing, suspending, terminating or revoking of this Contract. The GOVERNING AUTHORITY hereby covenants not to sue SPONSOR'S directors, trustees, officers, employees, agents, or representatives for any matters that arise under this contract.

### **Article XIV. Assignment**

Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto, without the prior written consent of both parties, which consent shall not be unreasonably withheld, and upon such terms and conditions as the parties may agree. Any assignment without the prior written consent of both parties is void. The Governing Authority shall have the authority to subcontract its obligations under this contract to third parties for the management and daily operations of the Community School.

### **Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed

## COMMUNITY SCHOOL CONTRACT

by both parties. The exhibits will be updated and finalized by mutual agreement of the parties, to include required additions or changes after execution of this Contract for the 2008-2009 school year on or before August 1, 2008 and may be modified by the GOVERNING AUTHORITY and SPONSOR anytime thereafter, pending subsequent approval of all exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules or regulations cited herein or which are applicable to the operation of a community school will result in a correlative modification of this Contract, without the necessity of a written amendment signed by the parties.

### **Article XVI. Severability**

If any provision of this Contract, or any covenant, obligation or agreement contained herein, is determined by a court of competent jurisdiction to be invalid, unenforceable, and/or contrary to applicable statutory or regulatory provisions under law, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

### **Article XVII. No Child Left Behind**

To the extent applicable to community schools, the Community School will be subject to the federal rules and regulations for publicly funded schools, as outlined in the No Child Left Behind Act of 2001 and its associated regulations.

### **Article XVIII. Dispute Resolution Procedure**

In accordance with the Ohio Revised Code Section 3314.03(A)(18), disputes involving the GOVERNING AUTHORITY of the Community School and the SPONSOR regarding this Contract shall be placed in writing and resolved in the following manner:

- a. Members of the GOVERNING AUTHORITY shall meet with representatives of the SPONSOR;
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good faith effort to define the issues, clarify any miscommunications and resolve contractual differences;
- c. All agreed terms shall be placed in writing and signed by both parties;
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute resolution process.

## COMMUNITY SCHOOL CONTRACT

In the event the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in non-binding mediation, using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR, and the representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to non-compliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the Community School being subject to probationary status, suspension of operations, termination or non-renewal of the Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VIII for Probationary Status, Article IX for Suspension of Operation or Article X for Expiration/Termination of Contract.

### **Article XIX. Discrimination Policy**

In carrying out this contract, the GOVERNING AUTHORITY shall not discriminate against any employee or any applicant for employment based upon race, color, religion, national origin, sex, age or disability.

### **Article XX. Entire Agreement**

The SPONSOR and the GOVERNING AUTHORITY hereby agree that this Contract, including all exhibits and attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether oral or written, with respect to the operation of Community School. No course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

### **Article XXI. Notice**

Except as otherwise stated in Article III of this Contract, all notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally recognized overnight courier, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date delivered.

To Governing Authority:

*NEB*  
*86* 88  
Governing Authority  
Jackie Messinger  
88 Warren Street  
Columbus, Ohio 43215  
Telephone: 614-224-0222 x133  
jackiemessinger@actionforchildren.org

COMMUNITY SCHOOL CONTRACT

Copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Sponsor:

The Thomas B. Fordham Foundation  
1701 K Street, N.W.  
Suite 1000  
Washington, D.C. 20006  
Attn. Chester E. Finn, Jr.

Copies to:

The Thomas B. Fordham Foundation  
Attn: Director of Sponsorship  
21 E. State Street, Suite 900  
Columbus, Ohio 43215

The Thomas B. Fordham Foundation  
Attn. Director of Sponsorship  
400 E. Fifth Street  
Suite 250  
Dayton, OH 45402

Porter, Wright, Morris & Arthur LLP  
Attn: Thomas A. Holton/Charles Y. Kidwell, Jr.  
One South Main Street, Suite 1600  
Dayton, Ohio 45402-2028

**Article XXII. Non-Waiver**

No term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

**Article XXIII. Force Majeure**

If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform

**COMMUNITY SCHOOL CONTRACT**

such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

**Article XXIV. No Third Party Rights**

This Contract is made for the sole benefit of the GOVERNING AUTHORITY, the Community School and the SPONSOR. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

**Article XXV. Non-Agency**

The Community School and GOVERNING AUTHORITY, as one party, and the SPONSOR as the second party shall at all times hereunder be separate and independent parties whose relationship and actions are subject to the applicable provisions of this Contract and Ohio law. Nothing shall be construed or implied to create an agency, partnership, joint venture or any other relationship between the parties except one of sponsorship pursuant to this Contract in accordance with Ohio law and neither party shall (i) have any authority, right or entitlement, express or implied to make any commitments, obligation or contracts, or (ii) incur any liabilities, charges or expenses for or in the name of the other party, except as specifically permitted in this Contract.

**Article XXVI. Statement of Assurances for Start-Up Schools**

The Community School represents that it has completed a statement of assurances as required as a recipient of funding from the Ohio Public Charter Schools Program. A copy of the executed completed statement of assurances is included as Exhibit 6 of this Contract, Statement of Assurances for Start-up Schools.

**ON BEHALF OF THE  
THOMAS B. FORDHAM FOUNDATION**

BY: \_\_\_\_\_

**Chester E. Finn, Jr.**  
President

DATE: \_\_\_\_\_

*12/5/07*

COMMUNITY SCHOOL CONTRACT

THE GOVERNING AUTHORITY OF  
COLUMBUS COLLEGIATE ACADEMY

BY:   
Jackie Messinger  
GOVERNING AUTHORITY  
Representative

DATE: 12/3/2007

The performance of the obligations, responsibilities and liabilities of the GOVERNING AUTHORITY or Community School hereunder is hereby guaranteed by the undersigned as its authorized act.

GUARANTOR

Andrew E. Boy  
BY: Andrew E. Boy  
ITS: Lead Founder

**Community School Contract**  
**Exhibit 1: Education Plan**

## EXHIBIT 1: EDUCATION PLAN

### I. Mission & Goals

#### *Mission*

Columbus Collegiate Academy prepares middle school students to achieve academic excellence and become citizens of integrity. High expectations for scholarship and behavior and an achievement-oriented school culture ensure all students are equipped to enter, succeed in, and graduate from the most demanding high schools and colleges.

#### A. *High Expectations for Scholarship*

Columbus Collegiate students will achieve academically when high expectations, structures and supports are clear and consistent throughout the school. The *high expectations* we provide: students are expected to be college bound, take a demanding high school preparatory curriculum, and participate in high school and college visits throughout the year. The *structures* we provide: students participate in extended school days of 9½ to 10½ hours, an extended school year of 190 days, experience Saturday college trips, and complete challenging homework every night. The *supports* we provide: students receive 120 minutes of literacy and 120 minutes of math instruction, tutoring sessions, and Homework Club daily, and Saturday Academy support multiple weeks through the year.

#### B. *High Expectations for Behavior*

Columbus Collegiate staff will meet with every family before the start of the school year and outline the clear expectations for student behavior. We will provide a comprehensive student orientation at the start of every school year that explicitly teaches the behaviors we expect. We will create a culture every day that is orderly, disciplined, and conducive to learning by requiring consistent implementation of the rules, strong attention to the details of daily school procedures, immediate and consistent responses to violations of the Code of Conduct, and recognition and celebration of students' positive character. Students will wear simple uniforms, walk silently in hallways, earn demerits for misconduct and rewards for exemplary behavior.

#### C. *Achievement-Oriented School Culture*

At Columbus Collegiate, everyone will be responsible for living the REACH values: Respect, Enthusiasm, Achievement, Citizenship, and Hard Work – and we will teach these values as intentionally as we teach academics. Students will show they are ready to learn by sitting in STARS posture - Sit up, Track the speaker, Ask and answer questions, Raise your hand, and Stay focused. Classes will earn a Five-4-Five score which measures if students: 1) are completely prepared; 2) use words and actions that demonstrate REACH values; 3) learn in STARS posture; 4) complete homework and class work on time; and 5) leave the classroom neat and orderly. Classes will accumulate Five-4-Five points weekly and compete for the highest average and special recognition. Students will take comprehensive exams at the beginning of the year, each trimester, and at the end of each year in every core subject to determine mastery of academic standards. Teachers will meet weekly during dedicated professional time to review student academic performance, identify ways to strengthen classroom instruction and students supports,

and communicate frequently with families regarding student achievement and performance.

### 1. Enrollment Plan

A small school size is critical to our mission of college preparation. The experiences of highly successful urban charter schools serving a similar population indicate the foundational importance of small school size. Findings such as those of the Matthew Project indicate that “regardless of state, the relationship between achievement and socio-economic status is substantially weaker in the smaller schools than in the larger schools.”

Columbus Collegiate will enroll 112 sixth grade students during the 2008 – 2009 school year. Each year we will enroll one sixth grade class until the school reaches full grade capacity with the 8<sup>th</sup> grade. The maximum number of students enrolled would be 326 in grades six through eight.

#### Student Enrollment per Age/Grade, Certified Staff, Teacher-Student Ratio

|        | Grades | Students | Certified Teaching Staff | Ratio |
|--------|--------|----------|--------------------------|-------|
| Year 1 | 6      | 112      | 6                        | 1:18  |
| Year 2 | 6-7    | 224      | 12                       | 1:18  |
| Year 3 | 6-8    | 336      | 18                       | 1:18  |
| Year 4 | 6-8    | 336      | 18                       | 1:18  |
| Year 5 | 6-8    | 336      | 18                       | 1:18  |

Due to the rigor of the academic curriculum and the demanding and disciplined school culture that we will establish with each entering cohort of students, we do not intend to enroll students after 6<sup>th</sup> grade. Based on an anticipated attrition rate of 10% as experienced by similar schools, we expect enrollment at full grade capacity to be 304, and we have built our budget accordingly.

#### Enrollment Showing Clear Changes in Enrollment due to 10% Attrition

|         | 2008-09 | 2009-10 | 2010-11 | 2011-12 | 2012-13 |
|---------|---------|---------|---------|---------|---------|
| Grade 6 | 112     | 112     | 112     | 112     | 112     |
| Grade 7 | --      | 101     | 101     | 101     | 101     |
| Grade 8 | --      | --      | 91      | 91      | 91      |
| Total   | 112     | 213     | 304     | 304     | 304     |

To keep the school on firm financial footing, the enrollment policy shall be revised as appropriate to enroll students up to the total number reflected above, under any of the following conditions:

- The actual rate of attrition surpasses the Community School’s estimate.
- The Community School is unable to raise the necessary non-governmental funds called for in its budget projections, or the amount of its governmental funding changes dramatically.
- Significant unforeseen expenses arise (i.e. higher than anticipated Special Education costs, unexpected facilities expenses, etc.).

The GOVERNING AUTHORITY and proposed leadership understand the challenge of recruiting potential students. Therefore, a variety of marketing efforts will be utilized to provide the widest dissemination of information possible to ensure the greatest number of families are aware of and have access to the strong educational option that Columbus Collegiate will provide.

Columbus Collegiate’s marketing activities will include: multiple informational sessions and community presentations; regular appearances on public television and local radio shows; strategic placement of ads in community newspapers and other print publications. Additionally, the creation of community partnerships and direct mail campaigns will afford it the opportunity to connect with students and families who are less likely to find it in the first year.

Based upon an analysis of strong recruitment practices of similar schools, Columbus Collegiate shall set its goals at recruiting at least two times the number of students needed so that it can account for families who may in the end choose another school and also to create a secure waiting list. To enroll 112 students into its inaugural 6th grade in the fall of 2008, Columbus Collegiate’s target recruitment number is 224 students. While its primary target group will be 6th graders and their families, it shall also start to build relationships with students and families in lower grades for future enrollment.

Applications will be accepted during Columbus Collegiate’s open student enrollment period. Should Columbus Collegiate have more applicants than seats available, it shall hold a random public lottery to determine student enrollment and our waiting list. Once students are enrolled into the school, families will attend a comprehensive school orientation during which Columbus Collegiate will explicitly discuss the school culture and review the Student and Family Handbook. The orientation will also allow families to raise any questions or concerns they may have about the school’s high behavioral and academic expectations.

| <b>Columbus Collegiate Enrollment Timeline</b> |  |
|--|--|
| November 1, 2007                               | Application Available                          |
| March 3, 2008                                  | Application Submission Deadline                |
| March 10, 2008                                 | Lottery Held                                   |
| March 13, 2008                                 | Family Notice of Enrollment Status             |
| March 27, 2008                                 | Letter of Intent to Enroll Submission Deadline |
| March 31, 2008                                 | Enrollment Packets Issued                      |
| April and May 2008                             | School Orientation(s)                          |

Enrolled students will also receive other pertinent information, including the identification of materials that the school must collect immediately from each student and their family. This information will be put into enrollment packets and will include an official acceptance form, records release form, family questionnaire, and medical forms. Also included will be information packets outlining summer reading, dress policy, student uniform order slips, orientation and testing dates, and the school calendar. Columbus Collegiate shall at that time create student files so that it is ready to organize and record all pertinent information for the school’s reporting requirements.

Columbus Collegiate shall abide by all legal admission policies outlined in Ohio law. Preference will be provided for siblings of students enrolled in the school and for students residing within the district boundaries of Columbus Public Schools. The school shall be non-sectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition, and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability.

### **Educational Program**

#### **Philosophy and Practice**

The central focus of Columbus Collegiate's educational program is college preparation. All children should be expected to achieve success in school and be prepared to achieve success in college.

The mission of Columbus Collegiate requires that it develop in all students the foundational skills, core content knowledge, critical-thinking ability, and personal characteristics necessary to succeed in demanding high schools on their way to college. Columbus Collegiate can only accomplish this through a highly structured and disciplined environment in which rigorous instruction drives every classroom and frequent assessments allow it to ensure every student is receiving the ongoing academic support necessary for success. Columbus Collegiate's educational philosophy and program shall be built on four core values.

#### **Core Value 1: All students have the ability to achieve academic excellence.**

Many students will enter Columbus Collegiate two to three grade levels behind. It is the school's duty to provide the expectations, structures, and supports that will allow them to efficiently and effectively strengthen any academic weaknesses and advance forward.

Columbus Collegiate's expectations are that: all students are college bound - every one; all students shall behave well and work hard; all students, families and staff are to be accountable to each other for maintaining high expectations; all members of the school community will sign a contract of commitment, a pledge to do all in their power and whatever is necessary to achieve academic success; all families shall attend annual family orientations and participate in parent conferences throughout the year; progress reports shall be distributed at the mid-point of each trimester and report cards will be issued at the end of each trimester; all students shall arrive at school on time, attend classes prepared to work and learn, and complete homework assignments thoughtfully, carefully, and on time; all teachers shall raise the bar by developing lessons that reflect passion for and knowledge of their subject, assign work that is challenging and engaging, and assess student progress thoughtfully, fairly, and regularly.

Columbus Collegiate shall provide the following structures: all students participate in a highly disciplined school environment based upon respect and accountability for one's actions; participate in an extended school day, an extended school year, Saturday classes and college trips, and complete challenging homework every night; all students receive 120 minutes of literacy and 120 minutes of math instruction, tutoring sessions, and Homework Club daily, and Saturday Academy support multiple weeks through the year.

**Core Value 2: All students thrive in a highly disciplined school environment.**

*"You have to build the culture first or you will never get to the academics." - Dr. Howard Fuller*

A highly disciplined school environment will allow students to learn and teachers to teach. It is Columbus Collegiate's responsibility to implement a culture of discipline, respect, and hard work every minute of every day. School staff will explicitly teach values like respect, citizenship, and hard work. The school culture will make it "cool" to do well – and to help others. Columbus Collegiate will have clear, high expectations for student conduct and a strict discipline policy. Through clear rules and constant positive reinforcement, all Columbus Collegiate students will learn to take responsibility for themselves, their school, and their community. Older students will be expected to provide leadership to their younger peers by modeling hard work and respectful behavior.

**Core Value 3: All students must be prepared to excel in demanding high schools on their way to selective colleges.**

*"No excuses. That is the message that superb schools deliver to their students. And that is the message that schools (and school board members) need to hear. Sure, some kids are easier to teach than others. But dysfunctional families and poverty are no excuse for widespread, chronic educational failure." – Abigail and Stephan Thernstrom*

Many of Columbus Collegiate's students will be the first members of their families to attend college, and so the path to higher education will be a long and strenuous climb. A school can encourage, cajole, and prepare a student academically, but ultimately success relies on a student's internal belief in and commitment to his or her own success. To place its students firmly on the long climb to college, Columbus Collegiate will explicitly and pro-actively instill perseverance and courage in each of its students. In order to fulfill its long-term goal of having students enter and succeed in demanding high schools and colleges, Columbus Collegiate will inculcate commitments to enthusiasm, hard work, and achievement with no excuses. Students who attend Columbus Collegiate will have many opportunities to visit and experience demanding high schools and colleges first hand. Each month students will visit top high schools and colleges during which they will observe and experience these environments.

**Core Value 4: All students deserve outstanding teachers that produce outstanding results.**

*"The best teachers stand for a set of principles on which they will not compromise."*  
- Rafe Esquith

Teachers' attitudes and actions critically influence student performance. A teacher who moves too quickly through curriculum, or who ignores the needs of a struggling student, shows favoritism to another, or complete apathy towards the subject materially diminishes the possibility of success for many of his/her students. Outstanding teachers have an uncompromising desire to see their students excel, challenge all of his/her students to do their best, learn the most, and see the world through new eyes. Outstanding teachers have mastery in

and passion for their content areas and instill such passion in their students, and they are prepared with strong lessons every day and with frequent assessments to ensure they have a close and clear understanding of what their students are learning. These are the teachers Columbus Collegiate will recruit.

Experience with educating students in high-poverty environments and a track record of successful, measurable results in the classroom will be key characteristics our teachers must possess. A belief that every student can learn, and that standards-driven lessons and assessments are supportive of learning are also key. The ideal candidate will be willing to work hard to give students discipline, boundaries, and challenges, and to work as a member of a mission-driven team relentless about academic results.

Columbus Collegiate will support its teachers in many ways. Teachers will be trained in a three-week summer orientation prior to the start of the school year. Professional development time will be part of the school's weekly and annual schedule. Meetings between the Dean of Academics and teachers will be held regularly to exchange ideas, concerns, and supports. Collaborative subject area teams will have daily opportunities to observe and learn from their colleagues. Two periods of planning time will be incorporated into each teacher's daily schedule. All staff will have the professional supplies and resources necessary to challenge the students and themselves.

Columbus Collegiate teachers will use materials demonstrating success with similar populations. We will never use any one instructional approach in isolation, as it is important to encourage teachers to devise the most comprehensive methods to deliver the best educational outcomes for students. Curriculum will be standards-driven, and Columbus Collegiate will ensure that all students meet specific national, state, and school standards required before progressing into higher grades. Columbus Collegiate believes that standards provide a clear and useful framework by which to measure real student progress and hold teachers accountable for student performance.

A future of academic success that includes college cannot be built on a weak foundation. A strong foundation is one that is built upon well-developed skills in literacy and mathematics. As E.D. Hirsch points out in *The Schools We Need and Why We Don't Have Them*, "The ability to learn something new depends on an ability to accommodate the new thing to the already known." In order to do more advanced work, students must have skills and content "already known," and to achieve mastery students must be given rigorous instruction and mandatory supports to develop that skill and knowledge base. The road to college and the higher-level thinking that college will require begins with the ability to read well, write well, and compute accurately. Columbus Collegiate shall build this foundation through the implementation of its instructional strategies and core beliefs, all of which are supported by the practice of high performing urban charter schools that inspire its school design. Columbus Collegiate's instructional strategies are outlined below.

- **Consistent School-wide Approach to Classroom Instruction:** All classrooms will be structured through the common use of the Blackboard Configuration (BBC), with Do Now/AIM/Agenda/HW, classroom procedures for notebooks and classroom supplies, and

instruction that follows the “I do, we do, you do” approach. The BBC, inspired and guided by the work of noted urban educator Dr. Lorraine Monroe, is shown to lead to greater efficiency as all lessons are sharply focused on a clear, standard-driven aim and the entire class hour is planned out in the agenda. Students will benefit from the teacher’s direct instruction (“I do”), group practice guided by the teacher (“we do”), and individual opportunity to practice, apply, and master the skill and content of the class (“you do”).

- **Standards-Based Instruction:** The educational goals at each grade level will be clear and ambitious because of the use of state and national standards as our foundation and standards-driven assessments as our benchmarks.
- **Flexible Ability Groupings:** Instructional supports and strategies will be most effective through the use of Flexible Ability Groupings in the core subjects of English and math. Students will be responsible for mastery of the same concepts and will be required to take the same internal and external assessments regardless of grouping. Using differentiated instructional strategies, teachers will maximize the learning of all students.
- **Data-Driven:** In order to be academically competitive, students must be able to excel above their local, state and national peers. Columbus Collegiate shall create and implement trimester and end-of year standards-based assessments to ensure students are reaching those expectations, and enabling us to effectively address any student deficiencies within the extended day, week, and year supports and to adjust classroom instruction and materials as needed. This data-driven approach has proven an invaluable tool in many of the highest performing middle and high schools throughout the country and is a critical component of the school design.
- **Constant Support - No Excuses:** In addition to the instruction that teachers will deliver in their classrooms, Homework Club and Saturday Academy (detailed below in Other Successful Strategies) will provide additional time to ensure students master the material and meet the school’s high expectations.
- **Working with a Sense of Urgency:** Teachers and administrators shall maintain a high level of urgency. The school shall be filled with a sense of immediacy, particularly with a middle school population that is challenged to remediate two or three years of skill and content acquisition within the first year. Therefore, teachers will not waste a minute of instructional time. From the second students walk through the door they will start a Do Now, flow right into the lesson, and work until it is time for the next class to begin.

As part of the planning process, Columbus Collegiate will continue to travel across the country visiting high performing urban public schools and will continue to meet with school leaders and closely examine the best practices, systems and structures that lead to strong student achievement with similar student populations. Columbus Collegiate will continue to take what it learns and incorporate it strategically into its school design. Columbus Collegiate shall only plan to use methods that have proven successful and are supported by ample evidence of positive achievement outcomes for urban children.

## 2. School Characteristics

For children to learn more, Columbus Collegiate shall provide more time for them to learn. Columbus Collegiate's academic year will provide an extended school day within an extended school year – both proven effective in urban settings with low-performing public school students. Students therefore will have the support and time needed to prepare for rigorous high school programs. Enrichment programs, tutoring, and homework support will enhance the school day, providing students with an in-depth knowledge of the curriculum and the confidence to achieve in a high-expectation environment.

The academic year will be 190 days, from the last week of August through the end of June. Columbus Collegiate shall follow Columbus Public School's schedule for holidays and closures. The school day will begin at 7:30am with breakfast and Homework Hand-In, classes start at 8:00am, each class is 60 minutes long and daily lunch/physical activity is 40 minutes. Dismissal is at 4:30pm. Students who commit disciplinary infractions that warrant an afternoon detention or students who fail to successfully complete all homework assignments will remain from 4:30 to 5:30pm.

In an impoverished community with established schools performing below state averages and students below proficient levels, Columbus Collegiate must redouble efforts to ensure urban students bridge the gap between their performance and that of their suburban counterparts. It shall provide two blocks of reading and math per student per day. Daily tutoring and Saturday program hours will bolster this effort for students who require even more instructional and support time. Each Wednesday the school day shall be accelerated with dismissal at 2:00pm to provide all staff Professional Development and collaboration opportunities, with dedicated time to review ongoing student achievement, share effective teaching practices, and review curriculum and assessment development. Teachers will have two planning periods each day. Math and reading instructors are expected to observe, evaluate, and self-evaluate weekly by attending their colleague's class during one afternoon planning block per week. Teamwork and grade level planning will be an integral part of the staff culture at Columbus Collegiate.

The school year for the staff shall begin in early August with a three-week orientation. Students will participate in a one-week orientation prior to beginning of core academic instruction. This orientation will introduce students to the culture of high expectations and no excuses at Columbus Collegiate and will provide direct instruction and practice of school-wide expectations, procedures, and routines.

The school shall be based on a trimester schedule. Each trimester lasts approximately 64 days and ends with comprehensive and cumulative trimester exams. Teachers will compile test and class grades promptly, and report cards will be picked up at school by parents one week following trimester exams at parent-teacher conferences. Progress reports will be sent home midway into each trimester. Professional Development days for staff are scheduled throughout the year. Columbus Collegiate will end its academic year with parent-teacher conferences followed by a school and family barbeque to foster school culture and celebrate the year's successes.

Students will be divided into four grade-level teams; students within a team will have the same schedule throughout the day. This will provide simplicity in scheduling and group camaraderie. All students will have the opportunity to begin daily homework assignments at the end of each day with a teacher's support - this time identified on the sample schedules as Homework Tutorial. All students will have Enrichment opportunities during the last hour of the day. These activities might include soccer, student government, martial arts, computer literacy, and others, and offer students a chance to explore their individual interests within a structured group setting, as well as build communication skills and confidence in achievement.

### 3. Academic Standards

Rigorous curriculum aligned with state and national standards will ensure all teachers provide the necessary instruction in all of the core classes. Therefore, standards will be the basis for all curricular development and implementation at Columbus Collegiate. Teachers will be evaluated on their ability to successfully move students toward mastery of the standards-based curriculum as evidenced by internal and external assessments. Curriculum mapping, led by the Executive Director and Dean of Academics, and in conjunction with the teaching staff, will ensure that each student's academic needs are being met.

All students will meet or exceed the standards articulated by the state of Ohio.

To ensure that its standards are challenging and content-rich, Columbus Collegiate will assemble a team of experts for each core subject area to evaluate and provide input into the development of content and performance standards during the planning year. Columbus Collegiate shall also consult with other high performing charter schools in Ohio and around the country. This will allow Columbus Collegiate to develop content and performance standards that lay a solid foundation to prepare all students to excel in high school and college. We will also develop a full set of exit criteria for each subject in each grade, and which will be reflected in our trimester exams.

#### **Promotion Policy**

Students shall only be promoted when they have demonstrated mastery of academic standards. Columbus Collegiate is founded upon the understanding that promoting students to the next grade because of their age, not their readiness to do the work, is not beneficial to students. Thus, one of the most critical and distinctive aspects of Columbus Collegiate's academic program is its promotion policy. To build a culture of learning and achievement, and to ensure students demonstrate readiness for the next grade level, Columbus Collegiate shall use a strict and simple promotion policy: students must not exceed absences of 15 days or 7.5% of the school year and must pass all core academic classes and end-of year exams with a 70% or better to earn promotion to the next grade. Students who fail one or two core academic classes or end-of-year exams will be eligible for summer remediation and must demonstrate readiness by earning a 70% or better on a comprehensive assessment in each class that they failed. Students who exceed 15 absences or who fail three or more core academic classes will be retained in their current grade level. With multiple layers of student supports that are part of our extended day, week, and year, the majority of students will successfully meet Columbus Collegiate's academic expectations. Students who do not demonstrate readiness will not be promoted.

#### 4. Curriculum

Columbus Collegiate’s curriculum will be aligned with the requirements of the Ohio Department of Education and will be college preparatory. Students may have serious deficiencies when they first enter Columbus Collegiate, however its entire school design shall ensure that all students acquire the skills and knowledge needed to meet the school’s demanding curriculum. Diagnostic assessments will determine students’ strengths and weaknesses. As necessary, teachers will supplement the curriculum to meet student needs. As detailed above, Massachusetts’ standards, widely recognized as being rigorous, measurable, and appropriately targeted for student growth, will supplement the Ohio standards as needed. Organized instruction that supports the most at-risk students, the extended day and year, double blocks of instruction in literacy and math each day, and multiple academic supports each afternoon allow every student population to learn at a high level.

- **Mathematics:** Graduating eighth graders will have achieved and demonstrated mastery of algebra in their last year at Columbus Collegiate. In order to reach this goal, students must have access to a rigorous and challenging math curriculum beginning in the sixth grade that first addresses previously unlearned skills and concepts and then establishes the foundational numeracy skills on which more advanced math is based.

In grades six to eight, all students will have two hours of math each day. Math I will implement Saxon Math and SRA: Corrective Mathematics to reinforce basic skills. Saxon Math provides an exceptionally strong foundation in basic skills, procedural computation, and conceptual understanding. Corrective Mathematics teaches strategies students need for learning facts, working computation problems, and solving story problems. Math II will reinforce the skills learned in Math I with an emphasis on application and problem solving.

The following chart outlines the mathematics curriculum at Columbus Collegiate.

| 6 <sup>th</sup> Grade                | 7 <sup>th</sup> Grade                   | 8 <sup>th</sup> Grade                 |
|--------------------------------------|---|---------------------------------------|
| Math I:<br>Numeracy Procedures       | Math I:<br>Pre-Algebra Procedures       | Math I:<br>Algebra Procedures         |
| Math II:<br>Numeracy Problem Solving | Math II:<br>Pre-Algebra Problem Solving | Math II:<br>Algebra I Problem Solving |

To ensure that each math course fully addresses the content and skill appropriate to each grade level in a true college preparatory program, teachers will use a state standards alignment template modeled on the curriculum development developed and conducted at Roxbury Preparatory Charter School.

- **Language Arts (Reading and Writing):** Strong literacy is the overall goal of the Columbus Collegiate’s Language Arts program. Graduating eighth graders shall be prepared to read and write as strong high school students. Their abilities and skills will reflect intensive middle school Language Arts study and training. Such ability is dependant on a strong Language Arts curriculum that ensures reading fluency and comprehension of fiction and

non-fiction texts, and strong writing ability in a variety of genres. The following chart outlines the Language Arts curriculum at Columbus Collegiate.

Beginning in 6<sup>th</sup> grade, students will minimally have two hours of instruction in Language Arts every day. This time will be divided into two categories: reading and writing. Comprehensively, the Language Arts program will build a strong foundation in the five components of strong reading as outlined by the Federal government: phonemic awareness, phonics, fluency, vocabulary, and comprehension.

| 6 <sup>th</sup> Grade                                | 7 <sup>th</sup> Grade                 | 8 <sup>th</sup> Grade                              |
|--|---------------------------------------|--|
| Language Arts I<br>Reading Fiction and<br>Nonfiction | Language Arts I<br>Reading Literature | Language Arts I<br>Reading Classical<br>Literature |
| Language Arts II<br>Writing: Grammar<br>Foundations  | Language Arts II<br>Writing: Essays   | Language Arts II<br>Writing: Research              |

The reading class will focus on fluency and comprehension of both fiction and non-fiction texts. Students will practice their fluency through guided group and individual reading of a variety of texts and genres. In 6<sup>th</sup> grade this will include systematic and explicit phonics instruction. Phonics is not typically focused on in later grades, however, we expect that a majority of our students will have a weak literacy foundation, and will not have had exposure to or mastery of an in-depth phonics program, which is fundamental for future academic success. With this foundation students' reading progress will be closely monitored to ensure success in this critical and foundational skill. Regular teacher/student conferences will help teachers to assess students' reading progress.

The writing class will include explicit instruction in grammatical foundations, all steps of the writing process, writing essays in a variety of genres, and all elements of the research and research writing process. Both the reading and writing classes will include a strong focus on vocabulary development.

Columbus Collegiate shall be fully committed to ensuring its students are active and purposeful readers and writers. Therefore, teachers and administrators will develop a rigorous three-year plan for introducing increasingly difficult texts and assignments to our students. Research indicates that the more reading materials children are exposed to, the easier it is for them to develop strong writing and comprehension skills. The diversity of texts will support students' development of their reading skills through many different contexts.

- **Science:** Science instruction will develop mastery of core vocabulary and conceptual knowledge, supplemented with the application of scientific principles in laboratory settings. As outlined in Ohio State Standards, students at each grade level will study the Earth and Space Sciences, Life Science, Physical Science, Science and Technology, Scientific Inquiry, and Scientific Ways of Knowing.

Along with standards-driven science curriculum developed under the leadership of our Dean of Academics, Columbus Collegiate will also draw strategically from the FOSS program. Research has shown that “the best way for students to appreciate the scientific enterprise, learn important scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiries, investigations, and analyses.” The FOSS program engages students in these processes as they explore the natural world and has had tremendous results with students in diverse and underserved communities. It guides students through intensive reading and hands-on interaction with scientific ideas and concepts. Where there are gaps in the FOSS program in relation to Columbus Collegiate’s and state standards, teachers will supplement the curriculum as appropriate.

- **Social Studies:** The social studies content standards provided by the Ohio Department of Education present a set of clear and rigorous expectations for all students. The seven standards clearly define a balanced program of knowledge and skills necessary for active citizenship. The standards are divided into two categories: 1) Content Standards - History, People in Societies, Geography, Economics, Government, Citizenship Rights and Responsibilities and 2) Process Standard - Social Studies Skills and Methods.

Columbus Collegiate will approach this area of study through the lens of E.D. Hirsh’s Core Knowledge Sequence which clearly outlines what a child should know by the end of each grade. Core Knowledge has set itself apart as a challenging and comprehensive curriculum that reaches these goals by providing students with unified access to important historical and social grade specific curriculum. Our teachers will supplement the lesson planning by going into greater detail when they want to further engage their students in analytical studies and comparisons.

- **Physical Education:** The physical education program shall keep students active, fit, and healthy. It will also be used as a time to reinforce the school’s culture. Students will be encouraged to participate in group activities, try new sports, and challenge themselves. Columbus Collegiate’s standards will be aligned with state and national standards.
- **College Preparation:** Integrated within the curriculum is a strong focus on college preparation. The GOVERNING AUTHORITY understands that even with the most rigorous academic curriculum, there are practical concerns that must be addressed before entering into college. Therefore, beginning in the 6<sup>th</sup> grade, students will have college preparation curriculum interwoven into their Saturday College Visits to address practical concerns like entrance requirements or expectations of their dream schools, scholarship information, geographical location of their potential schools, majors and minors offered at different locations, and college graduation requirements. This practical knowledge will allow students and families to plan accordingly as they prepare for college. In our third year, we will hire a Director of High School Placement whose primary focus will be to: facilitate the incorporation of high school and college readiness skills and methods into classrooms; support the high school admission process; and over time support our alumni and create a strong alumni network. This person will facilitate school-wide professional development on how to talk about college and excite students about college in every class. S/he will work closely with individual students and families throughout the high school application process,

develop relationships with a variety of high schools, and with our returning alumni, will support the college application process as needed. We believe that this role will be pivotal in our ability to reach our goal of sending all students to demanding high schools and colleges.

- **Community Meetings:** Community Meetings will be held on Fridays when the school will meet as a whole and highlight success and challenges within the school environment. The meetings will be lead by faculty and staff but will also provide leadership opportunities for students. During Community Meetings, individual students and classes will be rewarded for their accomplishments throughout the week.
- **Enrichment:** In the last hour of the school day, students will be able to participate in Enrichment which may include, but is not limited to: soccer, student government, martial arts, and computer literacy.
- **Saturday Academy:** At least one Saturday per month throughout the year will be reserved for students who continue to struggle academically. During Saturday Academy, teachers will be available to the students in low teacher/student ratios. Students will work on reviewing and relearning areas that presented difficulty to them. Saturdays will also be a time for students to serve extra detentions for more serious behavioral infractions.

## 5. Assessment

For the school to ensure dramatic academic results, student academic progress must be measured and analyzed frequently, and action plans must then be efficiently and effectively put into place. Columbus Collegiate will administer all state mandated assessments and will use those results to inform the school's development over time. It will also implement the NWEA, a national adaptive assessment administered upon student enrollment and thereafter at the end of each trimester to monitor student progress and to provide comparative analysis with a local and national cohort. The Dean of Academics will lead teachers in the development and review of trimester and end-of-year exams that identify those specific skills and content knowledge students must master at discreet points in time in each subject and at each grade level. The trimester exams will align with state and national standards and reflect the structure of questions used on the OAT, Independent School Entrance Examination (ISEE) and the Cognitive Abilities Test (CAT), with the goal of preparing our students to enter and succeed in demanding high schools.

- **Ohio Achievement Test (OAT):** Columbus Collegiate will administer the OAT assessments in every year as required. Columbus Collegiate will use the OAT, a criterion-referenced assessment, to evaluate the effectiveness of the educational program as described in our Accountability Plan. OAT scores will be used by the state to determine that Adequate Yearly Progress (AYP) has been met across all qualified demographic groups and to determine the School Report Card rating. OAT scores will be used by Columbus Collegiate to determine if academic goals, set out in the Accountability Plan, have been met. The OAT will drive our internal assessment system, specifically informing the scope and sequence of study and the creation of internal trimester and end-of-year assessments.

- Northwest Educational Association Assessments (NWEA): Columbus Collegiate will administer the NWEA, a national adaptive test of foundational skills, upon enrollment of the student and thereafter at the end of each trimester. The test administered upon enrollment will provide a benchmark score against which all future academic growth can be measured per student and per cohort. Ongoing test results will allow a comparative analysis on a local, state, and national level.
- Trimester Comprehensive Exams (Comps): During Staff Orientation, teachers at Columbus Collegiate will examine the content and skills that must be mastered in each core subject at each grade level, conduct an item analysis of all assessments students must successfully master, and then divide all standards, skills, and content knowledge into three separate trimesters of study. Under the direction and leadership of the Executive Director and Dean of Academics, teachers will create individual trimester and end-of-year exams in each core subject that align with Ohio Academic Content Standards. Teachers will then create three trimester sequences of study that will guide instruction throughout the year and prepare students for these cumulative assessments. Trimester Comps will be administered in December, March, and June. To ensure rigorous exams that accurately evaluate mastery of the Ohio Academic Content Standards, the Executive Director and Dean of Academics will monitor the process of developing, standardizing, and implementing all exams, as well as their alignment with individual learning units.

Teachers will review results of all Comps under the guidance of the Dean of Academics. Teachers will examine content mastery by the majority of students for information to guide general instruction, and content mastery by individual students to guide individual instruction and tutoring for students who are not meeting expectations. Teachers will re-teach standards that were not met by a majority of students, using different instructional methods to ensure greater mastery. Further, teachers will analyze which standards were taught most effectively for the purposes of improving their instructional practice overall.

These three measures will allow Columbus Collegiate to effectively measure and report student achievement on an absolute scale (OAT and Trimester Comps), within year student gains/losses (NWEA and Trimester Comps) and year-to-year student gains/losses (NWEA and Trimester Comps).

## 6. Special Student Populations

### (i) Students with Learning Disabilities

Columbus Collegiate will serve all students regardless of ability and will comply with all state and federal statutes, including Title II of the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and section 504 of the Rehabilitation Act of 1973. Columbus Collegiate will educate students with disabilities in the Least Restrictive Environment (LRE) and with their non-disabled peers, to the extent appropriate and allowed by each student's individualized education plan (IEP). The school will not discriminate in admission and enrollment practices against students having or suspected of having disabilities.

At Columbus Collegiate all students regardless of ability shall achieve academically. Columbus Collegiate will provide students with disabilities with a Free and Appropriate Public Education (FAPE), and to ensure that all students' needs are well met, Columbus Collegiate will hire teaching staff who have the appropriate special education licensure issued by the Ohio Department of Education, and will hire a Special Education Director to work closely with the Dean of Academics and all teachers and students to provide accommodations and modifications as needed.

The Special Education Director will also maintain records and adhere to the following processes to ensure that Columbus Collegiate meets every student's needs:

- Upon enrollment families will complete questionnaires to identify if their child has received special education services or has been diagnosed as having a disability.
- Once students are enrolled in the school, the Special Education Director will communicate with families regarding students already receiving Special Education Services.
- The staff will implement existing IEPs and provide an appropriate education within the Least Restrictive Environment and as appropriate, will meet with families to rewrite IEPs.
- For all students, academic progress will be monitored regularly and students who are not showing academic progress will receive additional supports (i.e. after school tutoring, Saturday Academy). If progress is not made through such supports the staff will begin the pre-referral process, and the Special Education Director will work closely with teachers to identify alternative strategies within the classroom to support that student.
- The strategies will be implemented in the classroom immediately. If the student does not show improvement, the school will recommend an evaluation, and with parental consent will conduct an evaluation with an appropriately licensed professional.
- When an evaluation indicates evidence of a disability and that special education services are appropriate, an IEP team including the parent(s), the Special Education Director, a regular education teacher, and the student (if age appropriate) will develop an IEP for the student and agreed upon special education services will be provided.
- All IEPs will be evaluated annually and revised as needed by the IEP team. All students receiving special education services will be re-evaluated at least once every three years.
- To the greatest extent possible, Columbus Collegiate will serve all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, Columbus Collegiate will meet those needs with existing or appropriately licensed contracted staff.

#### *D. Limited English Proficiency Program*

Columbus Collegiate Academy will serve its limited English proficiency ("LEP") students in accordance with all applicable Federal Laws and Regulations and in compliance with Ohio Revised Code Section 3301.07.11. LEP students are subject to all state testing requirements.

Columbus Collegiate will follow all Ohio guidelines for identifying LEP students. Specifically:

- Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.
- Columbus Collegiate will identify students whose primary language or home language is other than English (PHLOTE).

- Students whose dominant language is not English will receive an assessment of English proficiency using instruments and techniques approved by the district and likely to include the Language Assessment Scales (LAS).
- Educational programs will be responsive to these specific needs and in compliance with state and federal guidelines.
- Columbus Collegiate will report the number of LEP students attending the school to the district and the state.

Columbus Collegiate will adopt a program of structured English immersion for all LEP students. The purpose of this program is to achieve English proficiency for all students as quickly as possible, while holding the utmost respect for the language and culture of every student.

The LEP program at Columbus Collegiate shall meet its mission. If students are to leave the school and enter, excel in, and graduate from the strongest college-preparatory high schools, they must read, write, and speak English fluently. Effective delivery of this mission requires that Columbus Collegiate teach its students English as efficiently as possible. At a minimum, it shall assess students' progress in learning English on an annual basis using procedures approved by the Ohio Department of Education.

#### Structured English Immersion

Students of limited English proficiency will receive the same academic content as those students who are native speakers of English. All classroom instruction will take place in English. However, the level of English used for written and spoken instruction will be modified appropriately for LEP students with the stated purpose of holding every student to high academic standards.

Students will not be excluded from any curricular or extracurricular activities based on their level of English proficiency. Students will not be placed in Special Education classes based on their level of English proficiency.

The academic program at Columbus Collegiate is well prepared for high performance for Limited English Proficient Learners. Most prominently, students will receive 120 minutes of literacy instruction each day, which includes extensive instruction in phonemic awareness and phonics. The double literacy periods will also allow for LEP student pull-outs as needed.

#### Research Supporting Structured English Immersion

In the development of this program, the GOVERNING AUTHORITY has primarily considered the necessary instruction required to fulfill the school's mission. If Columbus Collegiate is to succeed in placing well-prepared students in the strongest high school college-preparatory programs, all students must be fluent readers, writers, and speakers of English as soon as possible. Two studies particularly confirm the effectiveness of an immersion program:

- John Hood, President of the John Locke Foundation, a North Carolina based think-tank, writes, "A review of 300 studies of bilingual education by federal researchers found only 72 that were methodologically sound. Of those studies, 83 percent comparing bilingual

education to immersion found that kids learned to read better through immersion. Not a single study found the reverse.”

- Cara Morlan of the Independence Institute, a non-profit, non-partisan Colorado think-tank, writes, “In California, children enter school speaking one of 140 different languages, yet only Spanish-speaking students are put into traditional bilingual education programs. These students are then the immigrant group that does the worst in school, has the highest dropout rate, the lowest test scores and the lowest college admissions.” Ms. Morlan finds that only 5% of these students were gaining proficiency in English each year.

## **Gifted Students**

Columbus Collegiate understands that some students, by virtue of intellectual gifts or advanced preparation, will need additional academic challenges. The design of Columbus Collegiate’s curriculum is especially well-suited to serve these students.

Columbus Collegiate sets an extremely high bar for academic performance, requiring algebra in the 8<sup>th</sup> grade, demanding reading of literature in all grades, and writing across the curriculum. As a result, it is less likely that students will not experience some academic challenge from the standard curriculum. However, just as individualized instruction after school can be used for students who are struggling, this individualized instruction will support those students who need acceleration beyond the curriculum.

Students who are reading above grade level may participate in a reading seminar of advanced texts in the afternoon, in place of the Literacy class. Students who excel in math and science may receive special projects in place of subject material that has already been mastered. Different reading, of a higher grade level or including primary sources, may be assigned in history. Enrichment period will provide other intellectual pursuits which may include chess, mock trial, debate, geography bees, or science experiments. Flexible Ability Groupings will also support the learning needs of our gifted students.

Columbus Collegiate shall be committed to the best education for every child. If it proves necessary to accelerate a student into the next grade or provide other accommodations, the school will do whatever is necessary to meet the learning needs of the child.

## **Other Strategies for Success**

### **School Culture**

Students must possess the strength in character needed to reach the end goal: college. The combined work of students, parents, teachers, and school leaders will ultimately determine student success. Because of this, Columbus Collegiate shall create a culture based on the REACH values that supports all stakeholders in our students’ academic achievement.

### **Student Support Strategies**

For student achievement to occur, a school culture must emphasize structure and discipline, strength in character, and responsibility. Student achievement will not materialize from school chaos; Columbus Collegiate shall eliminate distractions and maximize instructional time if it is

to close the achievement gap. Students must understand that their effort has a direct correlation on their academic success. School culture is the first step towards that goal.

- **Student Orientation:** Students enrolled at Columbus Collegiate will attend a one-week student orientation at the start of each academic year. During the orientation period, there will be a focus on school culture and high expectations. Routines, structures, and behavioral expectations of Columbus Collegiate will be explicitly taught and relentlessly practiced during this time and students will begin the process of developing the strength in character, perseverance and work ethic necessary to succeed.
- **Structured and Disciplined Environment:** Columbus Collegiate embraces sociologist James Q. Wilson's "broken windows" theory in our intended creation of a structured and disciplined school culture. Student expectations will be clear and consistent; minor issues will be addressed immediately with clear consequences in order to avoid larger problems in the school. Student behavior and adherence to school wide systems will be taught and continuously modeled by teachers and all staff. Columbus Collegiate students will wear uniforms to minimize distractions and to maintain an environment focused on academics.
- **Strength in Character:** Columbus Collegiate's character education revolves around the REACH values: Respect, Enthusiasm, Achievement, Citizenship, and Hard work. These values and character traits will be taught as explicitly as academic content and will support a culture of achievement and self-confidence to help students tackle the challenges that lie ahead in climbing the mountain to college.
- **Responsibility of Parents, Students, and Staff:** Academic success will be achieved by a collective commitment from all stakeholders in a student's education. Parents, students, and staff shall sign a contract that outlines their shared commitment to hard work and consistent support of one another and as a pledge of their commitment to education. Columbus Collegiate shall work closely with each family, but when family support is less than what it would like, it will never use this contract as a way of preventing any student from attending Columbus Collegiate.

### **Faculty Support Strategies**

A strong staff culture is critical to a school wide culture of high expectations. Columbus Collegiate Academy will not only employ staff who have similar educational beliefs, but will also provide the support and professional development for these individuals to continuously improve and thrive.

- **Staff Orientation:** Staff members will participate in three weeks of orientation in the summer to review teacher and student expectations and to model and practice school wide systems to ensure consistency prior to students' arrival. Teachers will receive professional training and support on curriculum and assessment development, and alignment of the curriculum to state and national standards. This focus on curriculum before school starts will enable teachers to have a clear scope and sequence for curriculum over the course of the year and will promote proper pacing of instruction to meet academic goals.
- **Staff Expectations:** All staff will sign a contract outlining the shared commitment to hard work, support, and academic excellence. No teacher will be employed at Columbus Collegiate unless they are committed to these expectations. When the staff shares the same

beliefs and works towards common goals there is no limit to the achievement gains that they can make with their students.

- **Professional Development:** To maintain a culture of high expectations, teachers must be trained to be consistent in their delivery and to be critical in their analysis of student data. During summer orientation, all staff will review teacher and student expectations and model and practice school wide systems to ensure consistency. In addition, teachers will be guided and supported in the alignment of their curriculum to the state and national standards to ensure that there is a “roadmap” to success that they can follow. Further professional development during the year will be internally driven and will focus on student achievement; Columbus Collegiate will look at student data to determine strengths and weaknesses in the curriculum and to understand who needs additional support. In addition, it will analyze teaching methods via peer review and support one another to improve the effectiveness of staff members to achieve significant gains with their students. The third component of professional development will center on visits to other high performing schools. In order to improve, Columbus Collegiate must learn from those who demonstrate consistently that their students can achieve at high levels with similar demographics and socioeconomic factors present.

### **Family Support Strategies**

In addition to signing the parent contract, there are two additional elements of Columbus Collegiate that are designed to support the parent’s or guardian’s ability to assist in their child’s academic achievement.

- **Family Orientation:** Parents and/or guardians will attend a family orientation after enrolling their child and prior to the start of the school year. It is important that the academic and behavioral messages that a child receives are constant between the school staff and the parents. During orientation, parents will review the expectations and structure of Columbus Collegiate. They will be introduced to the Family and Student Handbook and will have ample time to ask any questions. This will minimize potential problems and will help to ensure a culture of high expectations.
- **Family Communication:** Parents and/or guardians will be informed of their child’s academic and behavioral progress at regular intervals during the year. This frequent contact will come in four forms: teacher phone calls, Dean of Students phone calls, progress reports and report cards.

**Teacher Phone Calls:** Teachers will call parents at least bi-weekly to update parents on their student’s academic and behavioral progress.

**Dean of Students Phone Calls:** The Dean of Students, or other discipline representative, will have regular contact with parents regarding behavior. The students will be given demerits for infractions as stated in the Code of Conduct. Once a student receives two demerits in a day the Dean of Students will call the parents to inform them that their child is in danger of receiving detention. The parent will also be contacted immediately upon receiving a detention or any serious infraction of the Code of Conduct.

**Progress Reports and Report Cards:** Parents will receive progress reports and report cards six times each year. These reports will contain the student’s grades as well as narrative

descriptions of areas of strength and struggle. Families will be required to attend Parent Conferences to receive the report card at the end of every trimester.

### **Code of Conduct**

The Code of Conduct is the concise description of fifteen primary rules and associated consequences that govern student behavior at Columbus Collegiate. All parents/guardians and students will review the Code of Conduct publicly at the Family Orientation prior to the start of school. Signing the Family and School Contract indicates that each parent/guardian and student has read, understands and agrees to abide by the Code of Conduct.

**The mission of Columbus Collegiate is to prepare middle school students to achieve academic excellence and become citizens of integrity. High expectations for scholarship and behavior and an achievement-oriented school culture best prepare all students to enter, succeed in, and graduate from the most demanding high schools and colleges. Students who fail to meet Columbus Collegiate's clearly defined standards for appropriate conduct will not be allowed to disrupt the education of others and will be held accountable to clearly defined consequences. The following beliefs inform the Code of Conduct:**

- **Safety:** The Code of Conduct is designed first and foremost to ensure that Columbus Collegiate students are physically and mentally safe at all times.
- **Respect:** Respect towards self, peers, and adults underpins our character development and helps build family and community within the school and beyond.
- **Self-discipline:** Students who are organized, focused and committed, behave well in school, speak well in public, and are helpful to others will develop strong self-discipline that will serve them well throughout their lives.
- **Making a big deal out of "little" problems":** At Columbus Collegiate, nothing is too small to address. There are no "little" problems; every seemingly small problem can quickly lead to more serious problems. By immediately addressing "little" problems, the school can make sure that big problems happen infrequently, if at all.
- **Clear consequences:** The students of Columbus Collegiate will know exactly what behavior is expected and what consequences will result if expectations are not met. The school will always promptly communicate with parents about any disciplinary consequence.
- **Uninterrupted learning:** A major purpose of this Code of Conduct is to minimize distractions in the classroom so that students can commit 100 percent of their attention to academic learning.

Infractions to the Code of Conduct will result in consequences subject to the discretion of the Executive Director, Dean of Academics, and/or Dean of Students. These consequences may include, but are not limited to, demerits, detention, Homework Club, loss of school privileges, denial of school transportation, Saturday Academy, out-of-school suspension, and/or expulsion (expulsions must go through a process through the GOVERNING AUTHORITY, which is outlined in Ohio Revised Code Section 3313.66).

### **Procedures for Disciplinary Action**

#### **Demerits and Detention**

If a student commits an offense that calls for the assignment of demerits, detention, school

service, Saturday Academy or other in-school disciplinary action, s/he is subject to the following:

- The staff member addresses the conduct and assigns an appropriate consequence. The staff member may refer the matter to a Dean of Students for review and possible additional disciplinary action. The consequences are implemented at the discretion of the Dean of Students or their designee(s).
- If necessary the student is removed from class.
- For every three demerits a student receives in a week, s/he serves detention after school on a date determined by the school. If a student receives nine or more demerits in a week, s/he is required to serve Wednesday detention or out-of-school suspension at the discretion of the Dean of Students. A student who repeatedly receives nine or more demerits in a week is subject to expulsion.
- Students who do not have their full uniform by 8:00am will receive a detention. Parents must pick up children who are not properly dressed for school, bring the missing Dress Code items to the school, or authorize the student to return home to retrieve the necessary items as students may not be permitted to attend class without the proper uniform.
- Students are responsible for transportation home when they are assigned to detention or Homework Club and for transportation to and from Saturday Academy.
- If the incident is not resolved or occurs again, further disciplinary action is taken. A parent or guardian may be required to meet with an administrator regarding infractions prior to a student's return to school.

### **Short-Term Suspension**

If a student commits an offense that calls for short-term suspension (10 days or less) s/he is subject to the following:

- If necessary, the student is immediately removed from class and/or school.
- The student is entitled to respond to the charges against him or her.
- The Dean of Students or his designee addresses the conduct and assigns an appropriate consequence.
- The parent/guardian is notified by the Dean of Students or by his designee.
- A parent or guardian may be required to meet with an administrator regarding infractions prior to a student's return to school.

### **Long-Term Suspension or Expulsion**

If a student commits an offense that calls for long-term suspension (more than 10 days) or expulsion, the following steps are taken:

- If necessary, the student is immediately removed from class and/or school.
- The parent/guardian is notified in writing by the Executive Director of the intent to suspend.
- The school sets a hearing date. The student and or his/her parent/guardian are notified in writing of the: charges and statement of the evidence; date, time and place of a hearing; notice of the right at the hearing to be represented by legal counsel (at the student/parent's own expense) and present evidence and question witnesses.
- After hearing the case, the Executive Director issues a written decision to be sent to the student, parent/guardian, school's GOVERNING AUTHORITY, and student's permanent record.

Any student who is expelled or given a long-term suspension (more than 10 days) has the right to appeal the decision in writing to the GOVERNING AUTHORITY within 10 days of the date of expulsion. Hearings to consider the expulsion of a student will be held in executive session unless the student or parent requests an open hearing. Prior to any decision by the GOVERNING AUTHORITY to uphold the expulsion of the student the parent/guardian will be notified in writing of: the charges and a statement of the evidence; date, time and place of the appeal hearing; notice of the right at the hearing to be represented by legal counsel (at the student/parent's own expense) and present evidence and question witnesses

Pursuant to Ohio Revised Code Section 3313.66, an Executive Director is vested with the authority to suspend or expel under the following circumstances:

- Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a dangerous weapon, including, but not limited to, a gun or a knife;
- Any student who is found on school premises or at school-sponsored or school-related events, including athletic games, in possession of a controlled substance, including, but not limited to, marijuana, cocaine, heroin, and ecstasy;
- Any student who assaults a principal, assistant principal, teacher, teacher's aide or other educational staff on school premises or at school sponsored or school-related events, including athletic games;
- A student charged with or convicted of a felony.

### 1. Parent Engagement

Columbus Collegiate values relationships with parents and will meet individually with each family upon their student's enrollment, conduct mandatory annual family orientations, agree to mutual responsibilities in a Family and School Contract, make bi-weekly phone calls to every family on their student's academic and behavioral progress, and provide access to teachers through individual professional phone extensions and e-mail addresses. In order to measure parent satisfaction, Columbus Collegiate shall conduct annual parent surveys.

### 2. Community Partnerships

As a non-profit organization in the community, Columbus Collegiate shall establish partnerships with local individuals and organizations. Columbus Collegiate will seek partnerships to assist the GOVERNING AUTHORITY and leadership team in realizing the mission and reaching the school's overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, assisting in the provision of mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs.

### 3. Additional Strategies

- **Community Meeting:** Cornerstones of a high performing school are the clearly communicated goals and expectations for all members of the community. The school culture at Columbus Collegiate will be built on such cornerstones. Each Friday, students will participate in a school-wide Community Meeting. The intention of the meeting is two-fold:

(1) reinforcement of school culture and character development by recitation and reflection upon the school's REACH values; and (2) recognition and celebration of students whose behaviors show they are school community members of integrity. Students who display Respect, Enthusiasm, Achievement, Citizenship, and Hard Work every minute of every day will receive awards, praise, and have their name placed on a plaque prominently displayed in the school.

- **Flexible Ability Groupings:** In order to effectively differentiate instruction in reading and math and to best ensure that all students regardless of incoming ability level master the standards in these core subjects, Columbus Collegiate will place students in flexible ability groupings. Students will be placed in groupings based on the results from a norm-referenced test that all students take after enrolling. Placed in one of three ability groups, all students will be responsible for mastery of the same skills and concepts and will be required to take the same internal and external assessments regardless of grouping. Students will move from one group to another as needed in order to best support their highest academic achievement. Exit standards will remain the same per group, and strategies will change per class to support those exit goals for every student. Tutoring during Homework Club and Saturday Academy will also be provided to ensure proficiency. We recognize that students benefit from working with various groups, therefore students will only work in homogeneous groups in reading and math. Heterogeneous interaction with other groups will allow students to feel part of the school as a whole, rather than an isolated group within the school.
- **Homework Club:** Columbus Collegiate values individual student responsibility and views homework as an essential part of preparation for demanding high schools and colleges. Therefore, each student will receive a minimum of two hours of homework every night. Homework will be collected each morning during breakfast and staff will check the assignments for completion and understanding. Students who do not complete all homework or do not show strong competency on the assignment will be required to attend Homework Club from 4:30 to 5:30 pm after school. Homework Club will also help students learn how to study for different material, for example developing flash cards for math or personalized acronyms for science processes.
- **Saturday Academy:** Students who struggle academically will be required to attend Saturday Academy, offered one Saturday each month during the school year. This program is designed to ensure that students master grade level skills, and therefore meet the expectations for promotion to the next grade. School accountability will be essential to the efficacy of the Saturday Academy program, and all other components of our student support system. Through interim, standards-based assessments (Trimester Comps) and normative tests (NWEA), teachers will assess students' progress regularly to identify skills that warrant further instruction and support. Saturday Academy will primarily focus on math skills to ensure that all students are ready to take Algebra in eighth grade.

#### E. *Research-Proven Curriculum*

The curricular choices that we make for Columbus Collegiate are critical to students' academic success. It shall draw effectively and strategically from research-proven materials, and to utilize those materials through internally created curricula which (a) are developed through the curriculum alignment process outlined in the body of the charter application narrative and (b) are fully aligned with Ohio state standards.

## **Curriculum Development Process**

The Dean of Academics will oversee the curriculum development process at Columbus Collegiate, beginning with professional development training for teachers during the extended three-week summer orientation. Under the guidance of the Dean of Academics, teachers will map backwards from the Ohio standards, and establish a clear set of Columbus Collegiate standards to be taught and mastered at each grade level in each subject. They will then develop the End-of-Year and Trimester Comprehensive Assessments to ensure student mastery of each standard. The Dean of Academics will provide models for all internal assessments to be developed, vet all internal assessments, and approve all final documents. During the course of the year, all curricula to be used in the classroom, including a weekly syllabus with standards-driven lessons for each day will be provided two weeks in advance to the Dean of Academics for review and approval.

The success of the curriculum will be measured by student performance on a number of assessments, most particularly on the Trimester Comprehensive Assessments, Northwest Educational Association (NWEA) assessments, and Ohio Achievement Tests (OAT). Strong assessments, aligned with Ohio standards, will drive the development of highly effective unit plans, daily lesson plans, and all assignments and academic activities.

This process is based upon the success of the highest performing charter schools, to include North Star (Newark, NJ), Amistad Academy (New Haven, CT), and most specifically to our curriculum design process, Roxbury Prep (Boston, MA).

### ***Roxbury Prep Curricular Model***

The curriculum development process that we intend to adopt is based upon that of Roxbury Prep, a high-performing charter middle school in Roxbury, MA. “Multiple assessments guide Roxbury’s curriculum and instruction...During the summer, staff . . . are planning and preparing curriculum for the school year...They develop Curriculum Alignment Templates...The process is valuable for developing shared knowledge among the staff and passing it along to new teachers, who can review the CATs for the courses they are teaching and build on those lesson plans and curriculum units.” In following this process, Columbus Collegiate teachers will use state tests, state standards, and other standards to develop school-based standards for each class at each grade level. From these standards, teachers will complete Curriculum Alignment Templates (CATs) for each course. These include student learning goals for each standard, teaching activities to reach these standards, and assessments (both questions and full assessments). Using these assessment questions, teachers will create Trimester Comprehensive Assessments for every class, all before the start of school.

After each assessment is administered during the course of the school year, results will be imported into an Excel matrix and every teacher will receive specific feedback on how many students have met the standards with respect to each question on the assessment. The Executive Director and Dean of Academics will work closely to ensure that teachers are re-teaching standards as needed, and providing the additional student supports beyond the classroom as

needed.

The Roxbury Prep curriculum development process has demonstrated excellent results. As measured by the state assessment (MCAS), Roxbury Prep continues to be the highest-performing urban public middle school in MA, and one of the highest performing middle schools across all demographic groups. The student population at Roxbury Prep is 78% African-American, 22% Latino, and the majority of students are eligible for free or reduced-priced lunch.

The combination of internally developed curricula, and the strategic use of research-proven curricula will give students the foundational skill and knowledge necessary to become advanced readers, writers, and mathematicians, and will ensure that they have the foundation in social studies and science necessary for more advanced study at the high school level.

## **Reading**

The ability to read fluently and with comprehension is the foundation for success in school, and upon which all future learning rests. To be successful in high school, and then college, the ability to read on or above grade level is critical. Columbus Collegiate shall draw strategically from three research-proven curricula in our 6th, 7th, and 8th grade Language Arts I classes: Success for All Reading Curriculum, the Jamestown Signature Reading Series, and the Roxbury Prep Literacy Curriculum.

- *Success for All*

Each element of Success for All is built around the findings of rigorous research in reading and learning, and each is highly consistent with the findings of the National Reading Panel and the National Research Council. Success for All provides a comprehensive array of reading materials and supplements, and focuses on the essential components of reading: phonemic awareness, phonics, fluency, vocabulary and comprehension. It also provides assessment and instructional strategies that effectively support a teacher in the classroom.

- *Jamestown Signature Reading Series*

The Jamestown Signature Reading Series has been recognized by a number of school systems for two powerful reasons: it is research-based and it works. Jamestown curricula motivate adolescent readers, and the focus is on gaining knowledge – which Jamestown rightly points out is the goal of any literacy program. Further, vocabulary, fluency, and comprehension instruction, designed explicitly for adolescent readers who are struggling, shows measurable results on standardized tests. Overall, the Jamestown Signature Reading series is designed to: (a) improve students' comprehension, vocabulary, content area reading, and meta-cognitive strategies, (b) encourage reading growth with graduated readability in each book, and (c) help students apply skills and strategies to new reading situations.

- *Roxbury Prep Literacy Curriculum*

Roxbury Prep has developed, expanded, and sustained a unique and effective literacy

curriculum, the cornerstone of which is “Double Literacy.” Double Literacy consists of two daily classes for every student in literacy and is the key to the progress Roxbury Prep students make in language arts. English classes focus on developing writing skills, creating compositions, and improving reading comprehension. Reading classes emphasize vocabulary, reading skills, and techniques for more effective word recognition. For the third consecutive year, Roxbury Prep—an Intel and Scholastic School of Distinction—stands as the highest-performing urban middle school in Massachusetts.<sup>1</sup> Roxbury Prep is a public middle school in Roxbury enrolling 200 students of color, 66% of whom qualify for the federal free and reduced price lunch program.

## Writing

For Columbus Collegiate’s writing curriculum, we will draw from three primary curricula: the Wilson Reading System in the 6<sup>th</sup> grade, the Power Writing Plus Program in the 7<sup>th</sup> and 8<sup>th</sup> grades, and Wordly Wise 3000 Vocabulary Series in all grades. Columbus Collegiate has chosen these three programs due to: (a) their proven results in developing the phonemic awareness and fluency that underpins the writing process, (b) their proven ability to effectively grow even the most reluctant writers, and (c) their proven success in expanding vocabulary at all grade levels – a key to increased writing skills.

- *Wilson Reading System*

The Wilson Reading System is a highly structured reading and writing program that helps struggling readers learn the structure of words and language by directly instructing students to decode and encode (spell) fluently. Originally developed for students who have dyslexia, the program is used by several successful charter schools and has been expanded to target the needs of students who are below grade level in reading.

The Wilson Reading System provides a well organized, incremental, and cumulative 12-step system for decoding, encoding, advanced word analysis, vocabulary development, comprehension, and meta-cognition.

Wilson Reading has been successful in raising reading scores in Baltimore County Public Schools, an urban district, where elementary students receiving Wilson instruction showed greater gains over a control group on all four subtests of the Woodcock Reading Mastery Test. Similar implementation has achieved similar results in Broward County, Florida, and Albuquerque Public Schools, and a middle school pilot study in Maryland has yielded initially positive results.

- *Power Writing Plus*

Power Writing Plus is a highly structured writing program that provides students a concise formatting structure to organize and convey their thoughts, and thus provides a strong platform on which teachers can design their lesson plans and build their students’ writing skills. Traditional Power Writing is based on a numerical approach to the structure of writing. It replaces the ambiguity and abstraction of writing terminology with a numbered structure that students can understand more easily. This numerical structure provides the basis for all forms of

writing: expository, persuasive, narrative and descriptive. Power Writing solves the writer's frequent problem of how to say it and in what order.

Equally important to Power Writing is the sequential teaching process that builds in steps upon the mastery of each concept. Students are taught how to organize their thoughts before their writing begins. Structured writing follows organized thinking. These concepts are taught with age-appropriate exercises to assure that students possess the skills to expand complexity in their thinking and writing.

- *Wordly Wise 3000 Vocabulary Series*

Worldly Wise is a popular vocabulary development series that guides the teaching of 3,000 carefully selected words to middle school students. Each 15-word lesson begins with an alphabetized word list providing pronunciations, parts of speech, and concise definitions. Each word is used in a strongly contextual example, with a mnemonic anchor. Exercises encourage students to apply word meanings, think critically, and discover word relationships. Narrative passages in each lesson allow students to experience words in context. Word histories and common verbal hidden hazards are provided. Crossword and hidden-word puzzles review words learned in previous lessons and provide engaging activities that reinforce each student's vocabulary mastery. *Wordly Wise* also provides assessments most often used in high-stakes tests which both assess students' understanding of every word in the series, while providing ample opportunity to hone their test-taking skills. Each word taught – including all its forms and meanings – is tested. Cumulative tests feature new passages of the type students will inevitably face on high-stakes tests.

## **Mathematics**

Columbus Collegiate has selected two curricula that will inform the math curriculum – Saxon Math and the Roxbury Preparatory Math Curriculum. Saxon Math has a proven record of helping students make academic gains and aligns with state standards. Although teachers will develop their own weekly lesson plans for math classes, Saxon Math will offer a solid reference for student assignments inside and outside the classroom. The Roxbury Prep Mathematics Curriculum informs Columbus Collegiate's double block of daily math instruction and the carefully sequenced teaching of procedures (computation) and problem solving (application) that will guide the development of the middle school math program.

- *Saxon Math*

Saxon Math will provide valuable resource materials to Columbus Collegiate's math teachers, as it provides a thoroughly researched skills-based mathematics with two unique aspects: explicit instruction and a distributed approach to instruction, practice and assessment. Educational researchers have confirmed that explicit instruction is a critical element of student learning and that it is more effective than non-explicit instruction in teaching mathematics (Darch, Carnine, & Gersten, 1984). They have also determined that explicit instruction is the most effective way to teach critical-thinking skills (Bangert-Downs & Bankert, 1990). The explicit instruction provided in *Saxon Math* activates prior knowledge, incorporates teacher models, provides both guided and

independent practice, ensures teacher-student interaction, and includes frequent instructional checkpoints.

Recognizing that smaller pieces of information are easier to teach and easier to learn, the series first breaks complex concepts into related increments, then systematically distributes the instruction, practice and assessment of those increments across a grade level. This spaced or distributed approach has produced significantly higher levels of student learning than massed presentations such as those found in programs with a chapter-based approach (Dempster & Farris, 1990). In *Saxon Math*, each increment builds on the foundation of earlier increments, leading students to a deeper understanding of mathematical concepts. Foundational research has shown that instruction that presents material to be learned over several intervals (distributed instruction) results in greater student achievement than instruction that is not distributed (English, Wellburn & Killian, 1934).

- *Roxbury Prep Mathematics Curriculum*

The Roxbury Prep Mathematics Curriculum is designed for two complementary math classes that students take each day: Math Procedures and Math Problem-Solving. The procedures class instills and reinforces basic math skills, rules, and operations that many students lack and infuses new concepts and skills. Problem Solving teaches students how to apply this procedural knowledge to complex, multi-step problems—often with “real world” significance. The distinction between Procedures and Problem Solving in the sixth grade is clear - one provides the concepts and skills while the other provides problem solving applications. Students are taught math vocabulary, so that across classes and teachers there is continuity in terms, definitions, explanations, and concepts throughout their middle school education. Math teachers agree on common definitions of terms identified during department meetings, and build these into a math vocabulary notebook that students create, use, and continue to revise as the year progresses.

## Science

Columbus Collegiate has selected Full Options Science Systems (FOSS) as a foundational program in its science curriculum. Students will develop and master scientific knowledge and skills through the study of multiple scientific fields (earth, physical, environmental, biological, and social), apply the scientific method, conduct experiments of their own design, and present their findings professionally. As with all other curricular areas, Columbus Collegiate will continue to develop additional curriculum to supplement this research-proven model to ensure that its students are receiving a rigorous middle school science curriculum and are fully prepared to enter a more advanced course of study of the sciences at the high school level.

- *FOSS*

FOSS is a research-based science curriculum with materials that provide meaningful science education for middle school students and prepare them for life in the 21st century. The FOSS program also provides readings in science – FOSS Science Stories - thus adding power to the curriculum. Through the printed word students can extend their experience beyond the limits of the classroom and the FOSS kit; they can enhance their understanding of concepts by exposure

to related ideas; and they can share in the lives of real and fictitious people who played roles in scientific discovery or applied scientific ideas to life situations. The hands-on activities will allow students to understand and apply the scientific method in engaging ways and the reading series will continue to support the school's mission of strong literacy skills across the content areas.

## **Social Studies**

While not explicitly a Core Knowledge school, Columbus Collegiate will strategically draw from the Core Knowledge Sequence. For texts, it expects to use the Houghton Mifflin Social Studies curricula for all grades. As with all other curricular areas, Columbus Collegiate will develop supplemental curriculum in social studies to ensure that all students are prepared to enter a more advanced course of study of the social sciences at the high school level.

- *Core Knowledge*

Rather than a particular text, the Core Knowledge sequence outlines the specific core knowledge a student should know at specific points within their academic development. In social studies at the middle school level, that knowledge is broken down into three areas: For example, in fifth grade World History, study of the Renaissance builds on earlier studies of ancient Greece (second grade), ancient Rome (third grade), and the Middle Ages (fourth grade). Or, in Science, the basic concept of the atom, introduced in first grade, leads by fifth grade to an understanding of how atomic properties are organized in the Periodic Table. Grade-by-grade sequencing of topics is important because it gives teachers some assurance that children will come prepared with a shared core of knowledge and skills, and because children learn more effectively when instruction follows the basic psychological principle that students learn new knowledge by building on what they already know.

- *Houghton Mifflin Social Studies*

The Houghton Mifflin curriculum has been shown to motivate middle school students to become active and informed citizens in alignment with state standards and maximizing teaching time. The curriculum provides a teacher with the flexibility needed to design engaging lessons, even as it provides the infrastructure to provide the content and skill development middle school students need. The curriculum provides readable, accessible content that aligns with state standards and easy-to-use multiple resources meet the needs of all learners in the classroom.



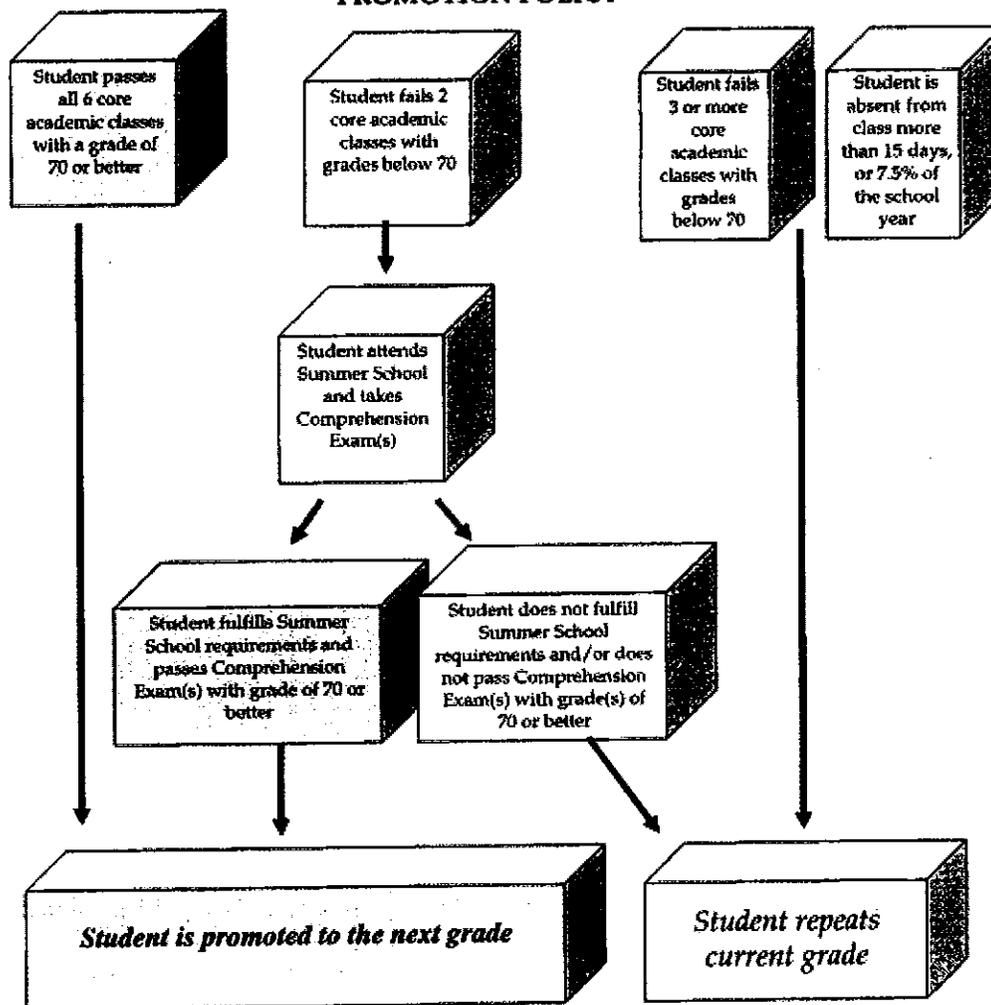
**Columbus Collegiate 2008-2009 Sample Teacher Schedule**  
**Reading Teacher (I), First Trimester**

| Block | Time             | Monday                                    | Tuesday                  | Wednesday                                 | Thursday | Friday | Saturday          | Sunday  |
|-------|------------------|---|--------------------------|---|----------|--------|-------------------|---|
|       | 7:30 - 7:50 AM   |   |                          | Teacher Arrival                           |          |        |                   |   |
|       | 7:50 - 8:00 AM   | Breakfast and Read/Work/Homework Stand In |                          | Breakfast and Read/Work/Homework Stand In |          |        | 1 hour each month | 1 one each month  |
| 1     | 8:00 - 9:00 AM   |   |                          |   |          |        |                   | PLM TYP/<br>Extracurricular Project/<br>Community Service |
| 2     | 9:00 - 10:00 AM  |   |                          |   |          |        |                   |   |
| 3     | 10:00 - 11:00 AM | Planning                                  | Planning                 |   |          |        |                   |   |
| 4     | 11:00 - 12:00 PM | Homework Discussion                       | Lunch Break              |   |          |        |                   |   |
| 5     | 12:00 - 12:30 PM | Lunch Break                               | Lunch Break              |   |          |        |                   |   |
| 6     | 1:00 - 1:40 PM   |   | Lesson/Physical Activity |   |          |        |                   |   |
| 7     | 1:40 - 2:00 PM   |   |                          |   |          |        |                   |   |
| 8     | 2:00 - 2:40 PM   |   |                          |   |          |        |                   |   |
| 9     | 2:40 - 3:20 PM   | P.E. Duty                                 | Media Studies            |   |          |        |                   |   |
| 10    | 3:20 - 4:00 PM   |   |                          |   |          |        |                   |   |
| 11    | 4:00 - 4:20 PM   |   |                          |   |          |        |                   |   |
| 12    | 4:20 - 4:40 PM   |   |                          |   |          |        |                   |   |

**Homework Club/Debate**

| Time             | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|------------------|--------|---------|-----------|----------|--------|----------|--------|
| 7:30 - 7:50 AM   |        |         |           |          |        |          |        |
| 7:50 - 8:00 AM   |        |         |           |          |        |          |        |
| 8:00 - 9:00 AM   |        |         |           |          |        |          |        |
| 9:00 - 10:00 AM  |        |         |           |          |        |          |        |
| 10:00 - 11:00 AM |        |         |           |          |        |          |        |
| 11:00 - 12:00 PM |        |         |           |          |        |          |        |
| 12:00 - 12:30 PM |        |         |           |          |        |          |        |
| 12:30 - 1:00 PM  |        |         |           |          |        |          |        |
| 1:00 - 1:40 PM   |        |         |           |          |        |          |        |
| 1:40 - 2:00 PM   |        |         |           |          |        |          |        |
| 2:00 - 2:40 PM   |        |         |           |          |        |          |        |
| 2:40 - 3:20 PM   |        |         |           |          |        |          |        |
| 3:20 - 4:00 PM   |        |         |           |          |        |          |        |
| 4:00 - 4:20 PM   |        |         |           |          |        |          |        |
| 4:20 - 4:40 PM   |        |         |           |          |        |          |        |

**COLUMBUS COLLEGIATE ACADEMY  
PROMOTION POLICY<sup>1</sup>**



<sup>1</sup> We are grateful to the generosity of Boston Collegiate Charter School, on which our promotion policy is drawn.



Parental Involvement

Key Concepts and Vocabulary

Monday

Tuesday

Wednesday

Thursday

Friday

Parental Involvement

Key Concepts and Vocabulary

Monday

Tuesday

Wednesday

Thursday

Friday

Monday

Tuesday

Wednesday

Thursday

Friday

Monday

Tuesday

Wednesday

**COLUMBUS COLLEGIATE ACADEMY**  
Curriculum Alignment Template<sup>1</sup>

| CCA Standard # | Clear and Measurable Standard/Benchmark (What will students know or be able to do?) | Learning Activities (How will I teach the content and skills?) | Assessment (How will I know that students have mastered the standard?) | OH Standard |
|----------------|---|--|--|-------------|
|                |   |  |  |             |
|                |   |  |  |             |
|                |   |  |  |             |
|                |   |  |  |             |
|                |   |  |  |             |
|                |   |  |  |             |

<sup>1</sup> We are grateful to the work of Roxbury Preparatory Charter School (Boston, MA) on which our curriculum alignment template is modeled.

**Community School Contract**  
**Exhibit 2: Financial Plan**

## EXHIBIT 2: FINANCIAL PLAN

### 1. Financial Management Plan

The GOVERNING AUTHORITY will assume responsibility for ensuring that the fiduciary duties associated with the receipt and disbursement of public funds and the responsibilities associated with state employment are faithfully undertaken. They will establish sound and fiscally prudent policies pertaining to fiscal management and create and review controls that minimize the chance for unethical and unsound practices to occur. The GOVERNING AUTHORITY will choose an Executive Director who will be responsible for overseeing the day-to-day implementation of the financial policies and procedures.

Whereas the GOVERNING AUTHORITY will have financial oversight, the Executive Director will have primary responsibility for *managing* the financial operations of the school and ensuring that all internal financial controls are established and upheld. S/he will work closely with the Community School Treasurer to ensure that all monies are being properly allocated and recorded.

A Financial Management and Accounting Procedures manual will be developed internally and a final copy of the manual will be available prior to the commencement of classes in 2008. The Financial Management and Accounting Procedures manual will fully outline controls, levels of authority and overall expectations of staff, teachers, accountants, and the Executive Director. These procedures will be fully outlined and developed in greater detail during the planning year by the GOVERNING AUTHORITY in collaboration with the Executive Director. This manual will be reviewed annually. Any interim changes will be submitted to the Finance Committee and presented to the full GOVERNING AUTHORITY for approval.

Preliminary Financial Management and Accounting Procedures include but are not limited to:

- **Annual Budgeting:** Columbus Collegiate's fiscal year will run from July 1 through June 30. The Executive Director and Treasurer will have responsibility for planning a detailed budget and cash flow statement each year. The initial drafts of the budget and cash flow statements will be reviewed by the GOVERNING AUTHORITY's Finance Committee and the Chair before being presented to the full GOVERNING AUTHORITY for approval. The GOVERNING AUTHORITY will review and approve the budget at least one full month before the beginning of the new fiscal year.
- **Internal Controls:** The GOVERNING AUTHORITY shall establish a system of internal control policies that when executed will ensure the practice of sound fiscal management practices. These controls will comply with generally accepted accounting principles for non-profit organizations. Reports and data generated from these controls shall be accurate and useful in effectively managing the financial needs of the organization. The following areas have been identified as ones requiring specific internal controls:

**Cash Receipts:** All deposits received for Columbus Collegiate shall be properly received, deposited, and recorded by an individual delegated by the Executive Director. All records shall be promptly reconciled. All monies shall be kept under the strictest security provisions we can provide and all cash received will be deposited within the same day.

**Cash Disbursements:** All monies paid or withdrawn shall be authorized, used exclusively for business purposes, and properly recorded and reconciled. These controls include purchase orders and use of the school's credit cards and other credit accounts.

**Petty Cash:** Petty Cash and the availability to these funds shall be restricted and limited. The use of petty cash will not be a standard practice – employees shall be encouraged to complete a reimbursement sheet and attach receipts for minimal purchases. When used, petty cash shall be properly recorded and reconciled, shall require a signature from the receiver and permission from an authorized administrator. Receipts shall be submitted within a specific timeframe or the monies will be expected to be returned.

**Payroll:** All payroll monies paid shall be accurate and, with proper authorization, disbursed to the parties intended. All payroll disbursements shall be properly recorded, comply with all laws and applicable taxes regulations and be properly reconciled.

**Grants, Gifts and Bequeaths:** Columbus Collegiate shall ensure that all grants, gifts and bequeaths are monitored, properly recorded and comply with all legal requirements and related restrictions. All checks representing grants or gifts will be promptly deposited.

**Fixed Assets:** All fixed assets shall be properly acquired, their value properly recorded, and provisions shall be set to ensure that assets are safeguarded. No asset shall be disposed of without proper authorization.

**Check Signatures:** All checks issued by the school shall be signed and authorized by the Executive Director. All check registers shall be maintained so that cash flow projections can be properly maintained. Checks over \$5000 will require an additional signature.

**Deposits:** All deposits shall be properly recorded, safeguarded, and reconciled.

**Personnel Policies:** All personnel policies shall be developed and approved, including but not limited to salary levels, vacation, overtime, paid time off, grievance procedures, severance pay, merit increases, bonuses, and other personnel matters. These policies shall be developed by the Executive Director with GOVERNING AUTHORITY approval and will be reviewed annually.

**Plans and Commitments:** Columbus Collegiate shall ensure that monies are not spent on plans and commitments that are not reflected in the budget. In the event that an unexpected expense arises, the Executive Director and Treasurer shall review the budget and make a recommendation to the Finance Committee on how to address. Modifications of the budget must be approved by the GOVERNING AUTHORITY. Provisions will be developed for emergency situations.

**Bank Statement Reconciliation:** Each month's bank statements shall be reconciled by the Executive Director and GOVERNING AUTHORITY Treasurer. A system of controls shall be established to prevent the embezzlement, corruption, and mismanagement of funds.

**Maintaining Effective Controls**

The Executive Director will have primary responsibility for overseeing the school's fiscal operations.

**Fiscal Accountability**

All GOVERNING AUTHORITY members and administrators of Columbus Collegiate, who have delegated authority over financial management issues, will be required to attend training on finance management. The Chair of the GOVERNING AUTHORITY and the Executive Director will work together to find a qualified resource to deliver training. The class will include basic principles of accounting and information pertaining to financial controls, reading balance sheets, income statements and cashflow statements. Although the GOVERNING AUTHORITY Treasurer may have finance and accounting experience, it is everyone's responsibility on the GOVERNING AUTHORITY to know and understand basic fundamental fiscal management and accounting practices. All GOVERNING AUTHORITY members will have the right to review the school's financial records at all times.

**Cash Flow Management Plan**

The GOVERNING AUTHORITY of Columbus Collegiate shall develop cash flow systems that will enable the organization to effectively manage and predict unexpected shortages and windfalls in cash allocations and disbursements. Although the budget may reflect the necessary revenues to cover all expenses, relying on the budget alone is not enough. The GOVERNING AUTHORITY must also accurately track monthly expenditures, track specifically when revenues will be received and ensure that there is enough fluid cash to cover the day-to-day expenses. The GOVERNING AUTHORITY shall explore the use of software as well as best practice cash management systems to ensure that monthly cashflow estimates are extremely accurate. Careful attention to cashflow will also help the GOVERNING AUTHORITY to prevent errors in planning and monetary allocations throughout the fiscal year, more accurately anticipate problems and opportunities to improve fiscal allocations and will serve as the basis from which it can negotiate short and long term funding if needed.

**Annual Audits**

Columbus Collegiate shall hire a third party to conduct annual audits. The auditor may be a certified public accountant who will audit the financial records in accordance with generally established accounting principles. Columbus Collegiate shall at all times maintain auditable financial records or it shall be subject to terms, obligations and penalties provided in Ohio Administrative Code ("OAC") Section 269.60.60, and shall fully cooperate with Sponsor to assist Sponsor to meet its obligations under OAC Section 269.60.60(C).

**Use of State Administrative and Financial Systems**

To the extent possible, the GOVERNING AUTHORITY of Columbus Collegiate shall use the state's administrative and financial systems.

**Further Assurances**

The GOVERNING AUTHORITY shall ensure that Columbus Collegiate adheres to the highest standards of integrity and ethical conduct.

**Budget**

Revenue and Expenditure projections are based on, but not limited to: specific federal and state funding sources, Walton Family Foundation Charter School planning grant, and common best practices of existing, high performing charter schools. Details explaining each line item are included.

Revenue calculations conservatively assume \$5469 for Per Pupil Revenue for the 2008-09 school year with an annual increase of 1.75 percent. It is anticipated that 80 percent or more of the student population will qualify for the Free and Reduced Lunch Program. This percentage will allow the school to receive additional dollars through federal entitlements and poverty-based assistance.

For the purposes of conservative budgeting, it is assumed that a 10 percent student attrition rate. Columbus Collegiate will enroll 112 6<sup>th</sup> grade students each year and will not admit students in 7<sup>th</sup> or 8<sup>th</sup> grades. These figures result in an anticipated capacity of 304 students. A detailed table of the student enrollment is included in the Enrollment Plan section of the application. While Columbus Collegiate has budgeted conservatively with a capacity of 304 students, the intended maximum enrollment of the school is 336 students, and the school could operate effectively with any number between 304 and 336.

Columbus Collegiate understands the high cost of special education services and has budgeted appropriately. The budget reflects an expense for contracted special education services 1.5 times that of the state allocation for special education. The additional funds budgeted will ensure all students are given the appropriate assistance to be successful.

In the event of a budget shortfall, low student enrollment, or other operational difficulties, Columbus Collegiate will adhere to the following contingency plan. Please note that each sub category within the budget includes a contingency line item to account for minor discrepancies in the actual cost.

**Contingency Plan**

The contingency plan assumes that no additional start-up funds will be granted with the exception of the \$230,000 from the Walton Family Foundation, considered to be a likely grant for Columbus Collegiate.

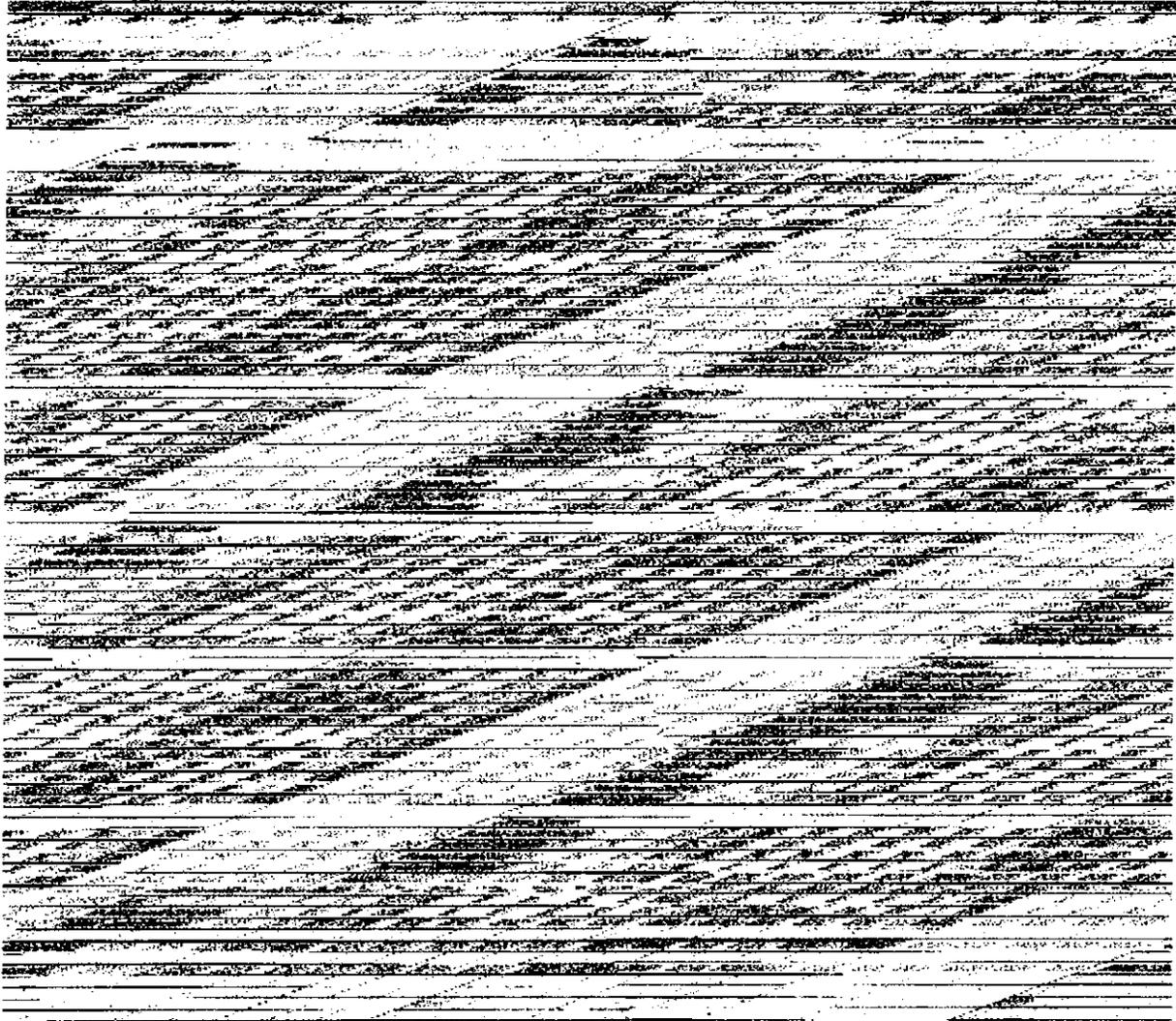
The contingency budget includes the following expense changes:

- Executive Directors salary reduced from \$70,000 to \$60,000
- Dean of Academics salary reduced from \$53,000 to \$48,000
- Dean of Students not hired until Year Three with salary reduced from \$40,000 to \$35,000
- Special Education Director not hired until Year Three

- The Executive Director and Dean of Academics will teach and one less academic teacher will be hired.
- Classroom Technology expense reduced in Year One from \$30,000 to \$15,000
- The school pursues a lease with a smaller building
- Recruitment funds are reduced

**EXHIBIT 2: FINANCIAL PLAN ATTACHMENTS:**

**COLUMBUS COLLEGIATE ACADEMY FY09 OPERATING BUDGET  
COLUMBUS COLLEGIATE ACADEMY SIX YEAR BUDGET**







| Account Category      | Fiscal Year 2018 | % of Total | Year 1     | % of Total | Year 2     | % of Total | Year 3     | % of Total | Year 4     | % of Total | Year 5     | % of Total | Year 6     | % of Total | Notes   |
|-----------------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---|
| Capital Equipment     | 1,000,000        | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | Capital equipment for the first five years of the contract.     |
| Operating Expenses    | 10,000,000       | 100.0%     | 10,000,000 | 100.0%     | 10,000,000 | 100.0%     | 10,000,000 | 100.0%     | 10,000,000 | 100.0%     | 10,000,000 | 100.0%     | 10,000,000 | 100.0%     | Operating expenses for the first five years of the contract.    |
| Salaries and Benefits | 8,000,000        | 80.0%      | 8,000,000  | 80.0%      | 8,000,000  | 80.0%      | 8,000,000  | 80.0%      | 8,000,000  | 80.0%      | 8,000,000  | 80.0%      | 8,000,000  | 80.0%      | Salaries and benefits for the first five years of the contract. |
| Travel                | 100,000          | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | Travel expenses for the first five years of the contract.       |
| Professional Fees     | 500,000          | 5.0%       | 500,000    | 5.0%       | 500,000    | 5.0%       | 500,000    | 5.0%       | 500,000    | 5.0%       | 500,000    | 5.0%       | 500,000    | 5.0%       | Professional fees for the first five years of the contract.     |
| Utilities             | 200,000          | 2.0%       | 200,000    | 2.0%       | 200,000    | 2.0%       | 200,000    | 2.0%       | 200,000    | 2.0%       | 200,000    | 2.0%       | 200,000    | 2.0%       | Utilities for the first five years of the contract.             |
| Supplies              | 100,000          | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | Supplies for the first five years of the contract.              |
| Insurance             | 300,000          | 3.0%       | 300,000    | 3.0%       | 300,000    | 3.0%       | 300,000    | 3.0%       | 300,000    | 3.0%       | 300,000    | 3.0%       | 300,000    | 3.0%       | Insurance for the first five years of the contract.             |
| Depreciation          | 1,000,000        | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | 1,000,000  | 10.0%      | Depreciation for the first five years of the contract.          |
| Other                 | 100,000          | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | 100,000    | 1.0%       | Other expenses for the first five years of the contract.        |

| PLANNING YEAR | N | OF | TOTAL | YEAR 1 | N | OF | TOTAL | YEAR 2 | N | OF | TOTAL | YEAR 3 | N | OF | TOTAL | YEAR 4 | N | OF | TOTAL | YEAR 5 | N | OF | TOTAL | TOTAL |         |
|---------------|---|----|-------|--------|---|----|-------|--------|---|----|-------|--------|---|----|-------|--------|---|----|-------|--------|---|----|-------|-------|---------|
|               |   |    |       |        |   |    |       |        |   |    |       |        |   |    |       |        |   |    |       |        |   |    |       |       | PERCENT |
|               |   |    |       |        |   |    |       |        |   |    |       |        |   |    |       |        |   |    |       |        |   |    |       |       |         |

Columbus Collegiate Academy

**Community School Contract**  
**Exhibit 3: Governance and Administrative Plan**

## **EXHIBIT 3: GOVERNANCE AND ADMINISTRATIVE PLAN**

### **Description of Governing Authority Membership, Structure, and Roles**

The GOVERNING AUTHORITY, shall be united by a common conviction that at Columbus Collegiate, student achievement drives decisions, governance, and leadership. The GOVERNING AUTHORITY will meet at least once per month to refine the school plan and continue the multiple tasks necessary for the successful opening of a community school. The GOVERNING AUTHORITY agrees to comply with applicable governing documents, policies and procedures of Columbus Collegiate as well as applicable laws, regulations and rules relating to its duties and responsibilities.

The GOVERNING AUTHORITY will represent professional skills and expertise in areas of education, law, finance, and real estate and will govern Columbus Collegiate to ensure the school delivers on the mission, is faithful to the terms of the charter, and is a financially viable organization. The GOVERNING AUTHORITY will hire an Executive Director, to whom it will delegate all school management decisions and implementation. The Lead Founder and proposed Executive Director, Andrew Boy, brings a strong background as a public school science educator and was formerly a Fellow with Building Excellent Schools, studying the most successful urban charter schools in the country. The Executive Director will hire an effective school leadership team and staff fully committed to the success of the school's mission, with the proven ability to improve student achievement with the school's target population, and who embrace the accountability that a community school and an unwavering commitment to student achievement.

### **PROCEDURES FOR SELECTING THE GOVERNING AUTHORITY**

The Governance Committee of the GOVERNING AUTHORITY will select individuals that have personal and/or professional experience in a variety of areas, including but not limited to education, law, finance, real estate, business, and community relations, to be potential GOVERNING AUTHORITY members. The Governance Committee of the GOVERNING AUTHORITY of Columbus Collegiate Academy shall review the credentials of any potential GOVERNING AUTHORITY member(s) and present a list, approved by an affirmative vote of the majority of the Governance Committee, of any potential candidate(s) to the full GOVERNING AUTHORITY. The potential candidate(s) must then be approved by an affirmative vote of the majority of the seated GOVERNING AUTHORITY members.

The GOVERNING AUTHORITY will comprise at least five (5) members, always maintaining an odd number of voting members for voting purposes. The GOVERNING AUTHORITY will elect four officers: Chair, Vice Chair, Secretary, and Treasurer. Term lengths will be staggered per Columbus Collegiate's By-laws. The GOVERNING AUTHORITY will include a minimum of four committees, dealing with Student Achievement/Accountability, Finance, Governance, and Fund Development.

### **MANAGEMENT AND ADMINISTRATION OF THE SCHOOL**

#### **Staffing the Community School**

Teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others and responsibility. Most importantly, teachers will be evaluated on their ability to dramatically improve student achievement. The Community School leadership and GOVERNING AUTHORITY will work to attract entrepreneurial, mission driven, staff members - individuals who hold and enforce the highest of academic and behavioral expectations and see student achievement as the ultimate reward. Each staff position at Columbus Collegiate will have a clear set of responsibilities and duties. Job requirements will be demanding and we understand that working at Columbus

Collegiate will not be attractive to every teacher because of those high expectations. Although teachers will have multiple demands placed on them, such as teaching four sections daily, organizing enrichment activities, maintaining contact with parents on a bi-weekly basis, composing and evaluating end-of-trimester assessments, they will be supported through multiple internal structures such as dedicated daily planning periods, scheduled weekly meeting times, clear expectations, a disciplined and structured school environment, and a visionary and supportive leadership team.

The Executive Director and Dean of Academics will share the responsibility of reviewing applications, interviewing, and making offers to potential candidates. All final decisions for hiring will be made by the Executive Director. The Administrative Assistant will schedule interviews and mail all follow-up materials. The school will ensure the quality of the staff through the use of the following five-step process for selecting and hiring the most qualified candidates. Throughout the process, teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others and responsibility.

- **Step 1:** Candidate submits an application, resume, and cover letter.
- **Step 2:** Executive Director and Dean of Academics separate candidates into three categories: (1) very strong, (2) good, and (3) weak. Very strong candidates receive an in-person interview. Good candidates are scheduled for a 15-minute phone interview. If the phone interview is strong the candidate will receive an invitation to an in-person interview. Weak candidates are sent a postcard acknowledgment.
- **Step 3:** If a candidate has a strong in-person interview, candidates will be asked for a sample lesson plan and, if feasible, a time will be set up to view teacher candidates in their classrooms. For administrative positions, additional documentation pertinent to their application may be requested. If the candidate has potential but would not be an appropriate hire at the time, they will be put in the “applicant hopper,” an internal database of individuals who, after more experience teaching or with additional training, may be a possible hire in the future.
- **Step 4:** If the lesson plan or supplemental material demonstrates that the candidate is strong, references, transcripts, and writing samples will be requested. If further uncertainty exists, additional material such as another lesson plan or a follow-up interview or put them into the “applicant hopper” may be requested.
- **Step 5:** If candidates have gone through the entire process successfully, an offer of employment will be made. This offer will be contingent upon a background check, drug test, and reference check.

The quality of the workforce shall be ensured through ongoing professional development and performance reviews. The Dean of Academics will regularly evaluate teachers. Each teacher will have three formal observations each year. Teachers will be evaluated on planning, execution, student achievement results, reflection and professional growth. All hiring and rehiring decisions will be the responsibility of the Executive Director.

**Personnel Policies:** The GOVERNING AUTHORITY will develop and approve all personnel policies including but not limited to salary levels, vacation, overtime, paid time off, grievance procedures, severance pay, merit increases, bonuses, and other personnel matters. These policies will be developed by the Executive Director with GOVERNING AUTHORITY approval and will be reviewed annually.

Community School Contract between The Thomas B. Fordham Foundation and the Governing Authority of Columbus Collegiate Academy.

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Community School Contract between The Thomas B. Fordham Foundation and the Governing Authority of Columbus Collegiate Academy.

PROCEDURES FOR PROVIDING HEALTH AND OTHER BENEFITS TO EMPLOYEES (in accordance with Ohio Revised Code § 3314.03(A)(12)) prior to commencement of school operations.

The GOVERNING AUTHORITY of the Community School will provide health and other benefits to employees in accordance with the Six Year Budget, attached in Exhibit 2 of this Contract and incorporated by reference herewith. Benefits will include, but may not be limited to, employee healthcare, Medicare, State Teachers Retirement System, State Employees Retirement System.

MEANS FOR ACHIEVING RACIAL AND ETHNIC BALANCE (in accordance with Ohio Revised Code § 3314.03(A)(7)).

The Community School will achieve racial and ethnic balance reflective of the community it serves by abiding by all legal admission policies outlined in Ohio laws. Preference will be provided for siblings of students enrolled in the school and for students residing within the district boundaries of Columbus Public Schools. The school will be non-sectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition, and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. The Community School will permit the enrollment of students from any district, statewide, in accordance with Ohio Revised Code § 3314.03(19)(c).

DISMISSAL PROCEDURES (in accordance with Ohio Revised Code § 3314.03 (A)(6)).

The Governing Authority agrees that it will adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student without a legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student.

DISPOSITION OF EMPLOYEES (in accordance with Ohio Revised Code § 3314.03(A)(16)).

In the event the contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the Governing Authority agrees to:

- Maintain all staff records in a secure location and make records available to staff upon request;
- Ensure that STRS and SERS contributions are current
- Clarify COBRA benefits;
- Inform staff of the date medical benefits end;
- Ensure that each faculty's Local Professional Development Committee (LPDC) information is current and available to staff;
- Provide a clear, written timeline of the closing process to all staff

**EMPLOYMENT OF SCHOOL STAFF (in accordance with Ohio Revised Code §§ 3314.10 and 3307 or 3309)**

The Governing Authority agrees to comply with Ohio Revised Code § 3314.10, where applicable.

**GOVERNING AUTHORITY RESPONSIBILITIES IN THE EVENT OF SUSPENSION OF THE CONTRACT OR CLOSURE OF THE COMMUNITY SCHOOL**

In the event that the Community School closes temporarily (Suspension) or permanently (Termination), the GOVERNING AUTHORITY shall comply with Articles IX, X and XI of the Agreement and Ohio Revised Code Sections 3314.072 (Suspension) and 3314.07 (Termination) and shall distribute school assets according to Ohio Revised Code Section 3314.074.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property may include, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

All other issues associated with suspension or closure of a school, including, but not limited to, the facilities, equipment, materials, supplies, employees, students or finances are, pursuant to state law and the GOVERNING AUTHORITY'S sponsorship agreement with the Fordham Foundation, the sole responsibility of the GOVERNING AUTHORITY and/or administration of the school. The Sponsor will oversee the GOVERNING AUTHORITY'S compliance with applicable laws and policies of the Ohio Department of Education in this regard.

**Community School Contract**  
**Exhibit 4: Accountability Plan for**  
**Primary and Middle Schools**

## **EXHIBIT 4: ACCOUNTABILITY PLAN**

**Pursuant to Article IV of this Contract, the Accountability Plan constitutes the agreed upon assessments, performance indicators and expectations that the SPONSOR will use to evaluate the performance of the Community School on an annual basis. Each of these factors may be considered by the SPONSOR to gauge academic success throughout the course of each school year. Each of these factors may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of this Contract.**

**When considering Contract renewal, the Sponsor will examine the Community School's performance during the term of the Contract, including but not limited to fidelity to the Contract and all Exhibits and, the Sponsor will examine with particularity the Community School's fidelity to Exhibit 1 (Education Plan) and the school's performance against the requirements and goals of Exhibit 4 (Accountability Plan).**

### **Key Questions used by the SPONSOR in gauging the Community School's Academic Success**

- 1) Is the Community School making "adequate yearly progress" under the federal No Child Left Behind act, as implemented in Ohio? See Section 4(a) of this Exhibit, Requirements 1-3.
- 2) Is the Community School rated at least "Continuous Improvement" and making progress toward higher ratings on the state's academic rating system? See Section 4(b) of this Exhibit, Requirement 4.
- 3) Is the Community School making significant gains on Ohio's state-mandated tests and in the Ohio Department of Education's system of accountability? See Section 4(c) of this Exhibit, Goals 1-5.
- 4) Is the Community School outperforming comparable schools (e.g. local district schools, and community schools statewide)? See Section 4(d) of this Exhibit, Goals 6 and 7.
- 5) Are the students enrolled in the Community School making substantial and adequate academic gains over time, as measured using value-added analysis? See Section 4(e) of this Exhibit, Goal 8.
- 6) Is the Community School attaining its own distinctive education goals? See Section 4(f) of this Exhibit, School-Specific Indicators of Performance.

## INDICATORS OF ACADEMIC PERFORMANCE

All grades 3-8 public school students must participate annually in the Ohio Achievement Tests. Each school must administer required state achievement tests in reading, mathematics, writing, science and citizenship. These state assessments will serve as the primary indicators of performance for the Community School.

**The performance of the Community School on the state tests will be presented by the Ohio Department of Education on the report card of the Community School, in the SPONSOR'S annual accountability report of sponsored schools, and in the Community School's annual report pursuant to Article III(D) of this Contract.**

### 1) ACADEMIC PERFORMANCE REQUIREMENTS FOR THE COMMUNITY SCHOOL

IS THE COMMUNITY SCHOOL MAKING "ADEQUATE YEARLY PROGRESS" UNDER THE FEDERAL NO CHILD LEFT BEHIND ACT, AS IMPLEMENTED IN OHIO?

**Meeting these requirements is required under state and federal law, and will be considered annually by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of the Contract.**

**Requirement 1:** The Community School will make Adequate Yearly Progress ("AYP") each year.

**Requirement 2:** The Community School will make AYP in both Reading Participation and Reading Achievement, as defined by the Ohio Department of Education.

**Requirement 3:** The Community School will make AYP in both Mathematics Participation and Mathematics Achievement, as defined by the Ohio Department of Education.

### 2) ACADEMIC PERFORMANCE REQUIREMENTS FOR THE COMMUNITY SCHOOL

IS THE COMMUNITY SCHOOL RATED AT LEAST "CONTINUOUS IMPROVEMENT" ON THE STATE'S ACADEMIC RATING SYSTEM?

**Meeting this requirement is required under the terms of this Contract, and will be considered annually by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of the Contract.**

**Requirement 4:** The Community School will be rated at least Continuous Improvement and will show progress towards a state rating of Effective and ultimately Excellent as defined by the Ohio Department of Education.

### **3) GOALS FOR ACADEMIC PERFORMANCE OF THE COMMUNITY SCHOOL**

IS THE COMMUNITY SCHOOL MAKING SIGNIFICANT GAINS ON OHIO'S STATE-MANDATED TESTS AND IN THE OHIO DEPARTMENT OF EDUCATION'S SYSTEM OF ACCOUNTABILITY?

**Meeting these goals is required under this contract, and will be considered by the SPONSOR in evaluating the performance of the Community School and will be considered in connection with a decision regarding renewal or non-renewal of the Contract.**

**Goal 1:** The Community School will average at least five percent growth on all reading portions of the state's proficiency/achievement tests each year, until at least 75 percent of all students are at proficient or above.

**Goal 2:** The Community School will average at least five percent growth on all mathematics portions of the state's proficiency/achievement tests each year, until at least 75 percent of all students are at proficient or above.

**Goal 3:** The Community School will average at least three percent growth on all science portions of the state's proficiency/achievement tests each year, until at least 75 percent of all students are at proficient or above.

**Goal 4:** The Community School will average at least three percent growth on all writing portions of the state's proficiency/achievement tests each year, until at least 75 percent of all students are at proficient or above.

**Goal 5:** The Community School will average at least three percent growth on all citizenship portions of the state's proficiency/achievement tests each year, until at least 75 percent of all students are at proficient or above.

### **4) GOALS FOR ACADEMIC PERFORMANCE OF THE COMMUNITY SCHOOL RELATIVE TO COMPARABLE SCHOOLS**

IS THE COMMUNITY SCHOOL OUTPERFORMING COMPARABLE SCHOOLS (E.G. LOCAL DISTRICT SCHOOLS, AND COMMUNITY SCHOOLS STATEWIDE)?

**These are goals the Community School should strive to achieve and will be used by the SPONSOR in making renewal and non-renewal decision regarding this Contract. Attainment of these goals may be used by the Community School or the SPONSOR to demonstrate school effectiveness to the school's parents and to the community:**

**Goal 6:** The Community School will outperform the home district average – the district in which it is located – on all reading, mathematics, science, writing and citizenship portions of the state's proficiency/achievement tests each year.

**Goal 7:** The Community School will outperform the state community school average on all reading, mathematics, science, writing and citizenship portions of the state's

proficiency/achievement tests each year

## **5) GOALS FOR THE ACADEMIC PERFORMANCE OF STUDENTS ENROLLED IN THE COMMUNITY SCHOOL OVER TIME**

ARE THE STUDENTS ENROLLED IN THE COMMUNITY SCHOOL MAKING SUBSTANTIAL AND ADEQUATE GAINS OVER TIME, AS MEASURED USING VALUE-ADDED ANALYSIS?

**A school's degree of success in attaining this goal may influence the SPONSOR'S decision regarding renewal or non-renewal of this Contract:**

**Goal 8:** The Community School will make, at a minimum, a year's worth of academic growth on the state's value-added assessments in reading and mathematics..

## **6) SCHOOL-SPECIFIC INDICATORS OF PERFORMANCE**

IS THE COMMUNITY SCHOOL ATTAINING ITS OWN DISTINCTIVE EDUCATION GOALS?

**Meeting these goals is required under this Contract, and will be considered by the SPONSOR in connection with a decision regarding renewal or non-renewal of the Contract.**

Since each community school is unique, it has distinctive goals of its own in addition to those reflected in the common indicators. These goals spell out how the Columbus Collegiate Academy defines success, beyond state standardized test scores, and how its progress toward these sui generis goals will be measured, using benchmarks and indicators of performance. The SPONSOR will monitor the school's progress toward its own distinctive education goals as gauged by the metrics set forth below.

Academic Goal Statement 1: Students at Columbus Collegiate will become competent readers of the English language.

Measurable Target(s) with Metric(s):

- (a) 75% of students who have attended the school for two or more years will score in the Proficient or Accelerated category on the Reading Ohio Achievement Test ("OAT") in 8<sup>th</sup> grade and 60% of these students in the 7<sup>th</sup> grade. *Metric: Reading OAT*
- (b) The percentage of students who have attended the school for two or more years who attain OAT Reading score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grades will exceed the average percentage for Columbus Public Schools by at least 15%. *Metric: Reading OAT*
- (c) Each cohort of students will on average annually demonstrate a minimum of one year of academic growth in reading on the NWEA; by the end of the spring trimester, at least 75% of 7th graders and at least 80% of 8th graders will perform on or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data. *Metric: NWEA*
- (d) Each sub-group of students will make Adequate Yearly Progress in reading as defined by No Child Left Behind legislation. *Metric: OAT and Annual School Report Card*

Academic Goal Statement 2: Students at Columbus Collegiate will be competent in the understanding and application of writing.

Measurable Target(s) with Metric(s):

- (a) 75% of students who have attended the school for two or more years will score in the Proficient or Accelerated category on the Writing Ohio Achievement Test in 7<sup>th</sup> grade.<sup>1</sup>  
*Metric: Writing OAT*
- (b) A greater percentage of students enrolled in the school for two or more years will score in the Proficient category on the Writing Ohio Achievement Test than students from Columbus Public Schools. *Metric: Writing OAT*

Academic Goal Statement 3: Students at Columbus Collegiate will become competent in the understanding and application of mathematical computation and problem solving.

Measurable Target(s) with Metric(s):

- (a) 75% of students who have attended the school for two or more years will score in the Proficient or Accelerated category on the Mathematics Ohio Achievement Test in 8<sup>th</sup> grade and 60% of these students in the 7<sup>th</sup> grade. *Metric: Mathematics OAT*
- (b) The percentage of students who have attended the school for two or more years who attain OAT Math score of Proficient or Advanced in the 7<sup>th</sup> and 8<sup>th</sup> grades will exceed the average percentage for Columbus Public Schools by at least 15%. *Metric: Mathematics OAT*
- (c) Each cohort of students will on average annually demonstrate a minimum of one year of academic growth in math on the NWEA; by the end of the spring trimester, at least 75% of 7th graders and at least 80% of 8th graders will perform on or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data. *Metric: NWEA*
- (d) Each sub-group of students will make Adequate Yearly Progress in mathematics as defined by No Child Left Behind legislation. *Metric: OAT and Annual School Report Card*

Academic Goal Statement 4: Students at Columbus Collegiate will be competent in the understanding and application of scientific reasoning.

Measurable Target(s) with Metric(s):

- (a) 75% of students who have attended the school for two or more years will score in the Proficient or Accelerated category on the Science Ohio Achievement Test in 8<sup>th</sup> grade.  
*Metric: Science OAT*
- (b) A greater percentage of students enrolled in the school for two or more years will score in the Proficient category on the Science Ohio Achievement Test than students from Columbus Public Schools. *Metric: Science OAT*
- (c) 8<sup>th</sup> grade students will design, conduct, and report on an independent science experiment. Students will present this experiment to a panel of at least three expert evaluators, 95% of students will demonstrate competence and of those, 50% will demonstrate advanced work as measured by a standards-driven, commonly applied rubric. *Metric: Standards-based Rubric*

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<sup>1</sup> If the state provides additional assessments in writing in other grades additional measures will be added as appropriate.

Academic Goal Statement 5: Students at Columbus Collegiate will be competent in the understanding and application of social studies.

Measurable Target(s) with Metric(s):

- (a) 75% of Columbus Collegiate students who have attended the school for two or more years will score in the Proficient or Accelerated category on the Social Studies Ohio Achievement Test in 8<sup>th</sup> grade.<sup>2</sup> *Metric: Social Studies OAT*
- (b) A greater percentage of Columbus Collegiate students enrolled in the school for two or more years will score in the Proficient category on the Social Studies Ohio Achievement Test than students from Columbus Public Schools. *Metric Social Studies OAT*

Organizational Viability Goal Statement 6: Columbus Collegiate will be fully enrolled and demonstrate high levels of daily attendance and student retention.

Measurable Target(s) with Metric(s):

- (a) Columbus Collegiate student enrollment will be at 100% of projected enrollment described in the charter application at the beginning of each school year. *Metric: The Community School will track enrollment numbers and provide detailed analysis in annual report.*
- (b) The Columbus Collegiate waiting list will be equal to 50% of the 6<sup>th</sup> grade enrollment during each year. *Metric: The Community School will track enrollment numbers and provide detailed analysis in annual report.*
- (c) 90% of students who begin the school year at Columbus Collegiate will remain in the school throughout the academic year. *Metric: The Community School will track enrollment numbers and provide detailed analysis in annual report.*
- (d) 90% of students who complete the school year at Columbus Collegiate will re-enroll for the following school year. *Metric: The Community School will track enrollment numbers and provide detailed analysis in annual report.*
- (e) Average daily student attendance at Columbus Collegiate will be at or above 95% over the course of each school year. *Metric: The Community School will track enrollment numbers and provide detailed analysis in annual report.*

Organizational Viability Goal Statement 7: Columbus Collegiate will demonstrate fiscal viability that focuses on student achievement and responsible use of public monies.

Measurable Target(s) with Metric(s):

- (a) Approved school budgets for each school year will demonstrate sound allocation of resources in support of the school's mission. *Metric: The GOVERNING AUTHORITY will create a Finance Committee that will monitor and approve all monthly and annual budgets.*
- (b) Each year the school will provide annual balanced budgets with consistent cash reserves. *Metric: The GOVERNING AUTHORITY will create a Finance Committee that will monitor and approve all monthly and annual budgets.*

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<sup>2</sup> If the state provides additional assessments in social studies in other grades additional measures will be added as appropriate.

- (c) Yearly audits performed by the office of the Auditor of Ohio will show the school's sound fiscal management of public resources meet or exceed GAAP. The findings of these audits will be submitted in a timely manner to the sponsor and the Legislative Office of Education Oversight or any other requesting state agency or office. *Metric: The GOVERNING AUTHORITY will create a Finance Committee that will secure an audit performed by the office of the Auditor of Ohio.*

Organizational Viability Goal Statement 8: Columbus Collegiate will ensure parent approval and support that demonstrates the school's long-term viability and effectiveness.

Measurable Target(s) with Metric(s):

- (a) Average parent satisfaction with the academic program, as measured by an annual survey at the conclusion of the school year, will exceed 85% of respondents. *Metric: The Community School will administer parent surveys annually.*
- (b) Average parent satisfaction with the clear and open communication by the faculty and staff, as measured by an annual survey at the conclusion of the school year, will exceed 85%. *Metric: The Community School will administer parent surveys annually.*

Faithfulness to Terms of Charter Goal Statement 9: Students at Columbus Collegiate will be prepared for success in college preparatory high schools.

Measurable Target(s) with Metric(s):

- (a) 50% or more of students who attend Columbus Collegiate for three consecutive years will enroll in college preparatory high schools. The number of students attending college preparatory schools will increase, on average, five percent per year until 100% is achieved. *Metric: The Community School will track the high schools into which the graduating eighth graders enroll. High schools in which 75% of their graduates matriculate to college will be considered college preparatory.*
- (b) In a survey given to parents of 8<sup>th</sup> grade students who have attended Columbus Collegiate for three consecutive years, 80% will agree or strongly agree with the statement, "Columbus Collegiate Academy prepared my child for success in high school." *Metric: The Community School will administer parent surveys annually.*

## **7) INDICATORS OF SCHOOL PERFORMANCE IN NON-ACADEMIC AREAS**

The information the SPONSOR will evaluate in order to assess the financial health and quality of governance of the Community School will include, but will not necessarily be limited to, the following:

### **FISCAL REPORTS REQUIRED BY STATE LAW (IN ADDITION TO ANNUAL SCHOOL REPORT DESCRIBED BELOW)**

- The Community School will undergo an annual audit performed by the Office of the Auditor of the Ohio or a certified public accountant and provide the findings of this audit to the SPONSOR and to any other state agency or office that requests a copy of the audit.
- The Community School will submit an annual IRS form 990, and provide a copy to the SPONSOR.
- The Community School will submit to the SPONSOR bimonthly fiscal reports, including cashflow and income statements and balance sheet information.
- The Community School will submit to the SPONSOR, on an annual basis, a Five Year Budget Forecast.

### **ANNUAL REPORT REQUIRED BY STATE LAW**

Pursuant to Article III (D) of this Contract, the Community School will timely submit to the SPONSOR, to the parents of all students enrolled in the Community School and any other state agency or office requiring submission of such information, electronically and in hard copy, an accurate and informative annual report containing, at a minimum

- The mission statement of the Community School;
- General school information and statistics, including grade levels served, student demographics (e.g., disaggregated for sub-groups including number of students on free or reduced lunch recipient, etc.), school mission (whether college preparatory or drop out recovery) and the name of teachers and subject areas taught;
- Educational performance results obtained pursuant to the applicable Requirements and Goals as listed in this Exhibit 4;
- Financial information, including: cashflow statements, income statements and balance sheet information; and
- Independent and state fiscal audit results

**Community School Contract**  
**Exhibit 5: Letter of Approval to Operate**

**EXHIBIT 5: LETTER OF APPROVAL TO OPERATE**

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code and Article VII of the Community School Contract entered into between the GOVERNING AUTHORITY and the Thomas B. Fordham Foundation (the "SPONSOR"), this letter shall serve as the Letter of Approval to Operate from the SPONSOR, for the (temporary/permanent) facility for located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IRN number \_\_\_\_\_,

to begin operations for the 2008-2009 academic year.

This Letter of Approval is issued based upon the following documentation provided to the SPONSOR on \_\_\_\_\_:

**Certificate of Authority of Non-Profit Status**

**Proof of property ownership or property lease**

**Certification of Teaching Staff (completed or in process)**

**Affidavit of BCI&I/FBI for all Staff (completed or in process)**

**Certificate of Occupancy (permanent or temporary)**

**Liability Insurance**

**Health and Safety Inspection (permanent/final or temporary)**

**Fire Inspection (permanent/final or temporary)**

**Food Permit (if applicable)**

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR, with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency. If any teaching certificates or licenses or BCI &I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

If the school opens under a temporary Certificate of Occupancy in which further repairs or modifications to the facility are needed, the school shall have a reasonable period of time to complete the repairs and obtain a permanent Certificate of Occupancy. If the repairs are not completed within a reasonable period of time, the SPONSOR may revoke this Letter of Approval, and the school shall cease operations upon the date specified by the SPONSOR.

If after the GOVERNING AUTHORITY has received a permanent or temporary Certificate of Occupancy and the School is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency who issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to Operate, and the School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been re-issued by the SPONSOR.

If at any time the GOVERNING AUTHORITY fails to maintain the above-mentioned documentation, the SPONSOR may revoke this Letter of Approval to Operate, and the School shall cease operations until the proper documentation has been obtained and the Letter of Approval has been re-issued by the SPONSOR.

If any of the required documentation that is set forth herein and provided by GOVERNING AUTHORITY, contains false or misleading information, or is in any way fraudulent, the SPONSOR may revoke this Letter of Approval to Operate at any time, and the school shall cease operations upon the date specified by the SPONSOR.

**Community School Contract**  
**Exhibit 6: Statement of Assurances for Start-Up Schools**

**EXHIBIT 6: STATEMENT OF ASSURANCES FOR START-UP SCHOOLS**

**Community School Pre-Opening Checklist**

Section 3314.19 of the Ohio Revised Code. The sponsor of each Community School annually shall provide the following assurances in writing to the department of education not later than ten business days prior to the opening of the school:

**Assurances for** \_\_\_\_\_

The school has designated a date it will open for the school year for which the assurances are provided and initialed below by a representative of the school and sponsor.

**School Opening Date** \_\_\_\_\_

Sponsor has conducted a pre-opening site visit to the school for the school year for which the assurances are provided.

**Date of Pre-Opening Site Visit** \_\_\_\_\_

**School            Sponsor**

\_\_\_\_\_ (1.) Current copy of the contract between the sponsor and the governing authority of the school entered into under Section 3314.03 of the Ohio Revised Code has been filed with the state Office of Community Schools (OCS), any subsequent modifications to that contract will be filed with the OCS;

**School            Sponsor**

\_\_\_\_\_ (2.) The school has submitted to the sponsor a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Ohio Revised Code and federal law;

**School            Sponsor**

\_\_\_\_\_ (3.) The school has a plan and procedures for administering the achievement tests and diagnostic assessments prescribed by Sections 3301.0710 and 3301.0715 of the Ohio Revised Code;

**School Sponsor**

\_\_\_\_\_ (4.) School personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education management information system established under Section 3301.0714 of the Ohio Revised Code in accordance with methods and timelines established under Section 3314.17 of the Ohio Revised Code;

Name of EMIS Coordinator: \_\_\_\_\_

Contact Information (phone and email): \_\_\_\_\_

Name of CSADM Coordinator: \_\_\_\_\_

Contact Information (phone and email): \_\_\_\_\_

Name of FLICS Coordinator: \_\_\_\_\_

Contact Information (phone and email): \_\_\_\_\_

Name of ITC Site: \_\_\_\_\_

**School Sponsor**

\_\_\_\_\_ (5.) That all required information about the school has been submitted to the Ohio education directory system or any successor system; a copy of the school's OEDS-R Directory is attached, and all designated roles are filled by a current staff or assigned party;

**School Sponsor**

\_\_\_\_\_ (6.) The school will enroll at least the minimum number of students required by division (A)(11)(a) of Section 3314.03 of the Ohio Revised Code in the school year for which the assurances are provided (25); the total number of students enrolled effective with this assurance for the current school year is \_\_\_\_\_;

**School Sponsor**

\_\_\_\_\_ (7.) All classroom teachers are licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to Section 3319.301 of the Ohio Revised Code; current staff licenses are to be on AOIS or reviewed.

Number of classroom teachers FY 2007-2008: \_\_\_\_\_

Number of licenses: \_\_\_\_\_

Number of non-certificated persons: \_\_\_\_\_

**School Sponsor**

\_\_\_\_\_ (8.) The school's fiscal officer is in compliance with Section 3314.011 of the Ohio Revised Code; licensed under Section 3301.074 of the Ohio Revised Code or shall complete not less than sixteen hours of continuing education classes, courses, or workshops in the area of school accounting as approved by the sponsor of the Community School. Any fiscal officer who is not licensed under Section 3301.074 of the Ohio Revised Code shall complete an additional twenty-four hours of continuing education classes, courses, or workshops in the area of school accounting as approved by the sponsor of the school within one year after assuming the duties of fiscal officer of the school.

Name of Fiscal Officer: \_\_\_\_\_

Copy of Bond, Licensure/ or proof of Continuing Education should be attached if there has been a change from what is currently in the AOIS System.

**School Sponsor**

\_\_\_\_\_ (9.) That the school has complied with Section 3319.39 of the Ohio Revised Code with respect to all employees who are responsible for the care, custody, or control of a child and that the school has conducted a criminal records check of each of its governing authority members; affidavit of compliance for school staff and governing board members has been submitted to the sponsor;

**That the school holds all of the following:**

**School Sponsor**

\_\_\_\_\_ (10.) Proof of property ownership or a lease for the facilities used by the school;

**School Sponsor**

\_\_\_\_\_ (11.) A certificate of occupancy;

**School Sponsor**

\_\_\_\_\_ (12.) Liability insurance for the school, as required by division (A)(11)(b) of Section 3314.03 of the Ohio Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;

**School Sponsor**  
\_\_\_\_\_ (13.) A satisfactory health and safety inspection;

**School Sponsor**  
\_\_\_\_\_ (14.) A satisfactory fire inspection;

**School Sponsor**  
\_\_\_\_\_ (15.) A valid food permit, if applicable;

**School Sponsor**  
\_\_\_\_\_ (16.) Good standing certificate of authority of non-profit status.

**School Sponsor**  
\_\_\_\_\_ (17.) Written policies regarding insurance benefits, retirement benefits and the Governing Authority's position on tax sheltered annuities for employees. Ohio Revised Code Sections 9.90 and 9.91.

**School Sponsor**  
\_\_\_\_\_ (18.) Written policy on parental involvement in the Community School. Ohio Revised Code Section 3313.472.

**School Sponsor**  
\_\_\_\_\_ (19.) Comprehensive school safety plan and such plan has been filed with each law enforcement agency that has jurisdiction over the school building and, upon request, the fire department that serves the political subdivision in which the building is located. Ohio Revised Code Section 3313.536.

**School Sponsor**  
\_\_\_\_\_ (20.) A policy governing academic prevention/intervention services for all grades that is updated annually. Ohio Revised Code Section 3313.6012.

**School Sponsor**  
\_\_\_\_\_ (21.) The school has submitted to the Sponsor a comprehensive plan for the school. Ohio Revised Code Section 3314.03(B).

**School Sponsor**

\_\_\_\_\_ (22.) The school has prepared a financial plan detailing an estimated school budget for the coming year and specifying the total estimated per pupil expenditure amount for such year.

If any of the documents (11) to (22), above, are different than what is currently in AOIS or on file with the Ohio Department of Education, please attach them to this form.

**School Sponsor**

\_\_\_\_\_ (23.) The school hereby certifies that it has followed the admission procedures set forth in Ohio Revised Code Section 3314.06.

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**ACKNOWLEDGMENTS**

**I hereby certify that the information contained herein is accurate and correct.**

School Representative Signature \_\_\_\_\_

School Representative Name (print) \_\_\_\_\_

Date \_\_\_\_\_

Sponsor Representative Signature \_\_\_\_\_

Sponsor Representative Name (print) \_\_\_\_\_

Date \_\_\_\_\_

**Community School Contract**  
**Exhibit 7: Roster of Governing Authority**