

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

Dated as of May 1, 2011

COMMUNITY SCHOOL CONTRACT

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COMMUNITY SCHOOL CONTRACT

COMMUNITY SCHOOL CONTRACT For SCIOTOVILLE ELEMENTARY ACADEMY

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2011, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Sciotoville Elementary Academy, located at 5523 3rd St, Sciotoville, OH 45662 (hereinafter the "Community School").

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

The purpose of this Contract is to ensure that the Community School provides a high quality education to its students and contributes significantly to Ohio's effort to provide quality education options to needy children via a strong community-school program.

This Contract authorizes the continued 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 Portsmouth City 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 Kindergarten through four.

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, "Sciotoville Elementary Academy is sponsored by the Thomas B. Fordham Foundation".

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Article II. Term

The term of this Contract shall be for a period of two (2) year(s) commencing July 1, 2011 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.

No later than November 30 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 shall provide to the SPONSOR the 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 charter;
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.

When considering Contract renewal, the SPONSOR will examine the Community School's performance during the term of this Contract. The SPONSOR will examine with particularity the Community School's fidelity to Exhibit I (Education Plan) and the school's performance against the requirements of Exhibit 4 (Academic Performance Plan).

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 nonrenewal 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.

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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.

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 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 Revised Code for the entire term of this Contract.

The Community School shall be located within the Portsmouth City 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) each claim and two million dollars (\$2,000,000) aggregate. The GOVERNING

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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 fifteen (15) days following the date of this Contract, 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 thirty (30) days in advance, of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 16th Street, NW, 8th Floor, Washington, D.C. 20036 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 400 East Fifth Street, Suite C, Dayton, OH 45402, Attn: Director of Community School Sponsorship and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, 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 nonrenewal 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.

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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 control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal records check for that 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.

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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 nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

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, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 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, 3313.719, 3313.80, 3313.814, 3313.816, 3314.817, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Ohio Revised Code as if it were a school district and comply with Section 3301.0714 of the Revised Code in the manner specified in Section 3314.17 of the 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.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(h), the GOVERNING AUTHORITY shall comply with Section 3313.801, as if it were a school district.

In accordance with Ohio Revised Code section 3314.03(A)(25), the school will open for operation not later than September 30.

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.

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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 and 3302.041 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 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 two percent (2%) sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract. 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," meets Adequate Yearly Progress requirements, did not have findings for recovery issued against the school, its GOVERNING BOARD, employees or treasurer for the most recently released audit(s) or such finding for recovery issued are deemed in Sponsor's discretion to be de minimus, unwarranted or unrelated to the Community School and the school was 80% or more in compliance as per documentation required in AOIS and on site visits, the Community school will receive a rebate according to the following schedule:

<u>Enrollment</u>	<u>Rebate/Effective</u>	<u>Rebate/Excellent</u>
50-249	\$2,500	\$5,000
250-499	\$5,000	\$7,500
500 +	\$7,500	\$10,000

If the Community School meets the requirements for the foregoing rebate in a Contract Year, the rebate will be disbursed or credited against an amount owed by the Community School to the SPONSOR, notwithstanding the termination of the Contract.

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If the audit of the Community School for the most recent school year has not been released by the Auditor of State, within 365 days of commencement of said audit, award of any rebate is solely within the discretion of the SPONSOR.

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.

A. Educational Plan:

The GOVERNING AUTHORITY agrees to comply with the policies and provisions described in the educational plan ("Educational 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.

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 Educational 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 requirements specified in Exhibit 4.

B. Financial Plan:

In accordance with Section 3314.03(A)(15), 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 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.

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In accordance with Section 3314.03(A)(8), 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.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports every month. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cashflow and income statements and balance sheet information. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by state auditor's office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the school. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING AUTHORITY will submit copies of all state issued audits and management letters to SPONSOR within 2 (two) business days of receipt of the same by the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY will annually conduct an inventory of all school assets and their value, as of the date the inventory was conducted, and submit a copy of the inventory to sponsor by September 30.

The GOVERNING AUTHORITY will submit an annual IRS form 990, and provide a copy to the SPONSOR.

The GOVERNING AUTHORITY will submit to the SPONSOR, by the dates set forth in Ohio Administrative Code Section 3301-92-04, the same Five Year Budget Forecasts that are required to be submitted to the Board of Education pursuant to that Section.

C. Governance 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 Plan"), which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members, and that a quorum of the board will consist of the requisite number of members

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specified by the GOVERNING AUTHORITY'S Code of Regulations, Bylaws (such Code of Regulations or Bylaws being attached and made a part of Exhibit 3) or the Ohio Revised Code. The GOVERNING AUTHORITY agrees that it will not have less than ten (10) regularly scheduled and periodic monthly meetings per year, absent extenuating or extraordinary circumstances, and that voting members will attend scheduled meetings, participate and be engaged as a member of the Governing Authority each year. Additionally, 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 Plan, which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees that any voting member of the GOVERNING AUTHORITY will recuse him/herself and not participate in any decisions or deliberations involving any spouse, blood relative or business associate who is an employee of the school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reason therefore.

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 or 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.

In accordance with Section 3314.03(A)(12), the GOVERNING AUTHORITY agrees to make arrangements for providing health and other benefits to employees as set forth in the Governance 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 school will permit the enrollment of students located in any district in the state.

In accordance with Section 3314.03(A)(7) of the Code, the GOVERNING AUTHORITY will achieve a racial and ethnic balance as follows: racial and ethnic balance will be achieved through recruiting efforts targeting eligible students within the Portsmouth City School District and surrounding areas. The school will recruit and serve all students, regardless of race or ethnicity, who apply for admission to the school, in accordance with school admission policies and procedures. The current racial/ethnic composition of the school is available at <http://www.ode.state.oh.us/reportcardfiles/2009-2010/BUILD/143644.pdf>.

In accordance with Section 3314.03(A)(2) of the Code, the characteristics of students will include, but not be limited to, the following: students that are comprised from the make-up of the Portsmouth City School District, in which the school is located, and surrounding areas, in grades

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kindergarten through four, ages four and higher, including at-risk students.

In accordance with Section 3314.03(A)(6) of the Code, the GOVERNING AUTHORITY agrees to automatically withdraw any 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.

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 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 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 report to the SPONSOR by August 1, any updates to the composition of the board. This report shall include the names, addresses (including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days that an existing GOVERNING AUTHORITY member resigns or a new GOVERNING AUTHORITY member is appointed.

D. Accountability Plan:

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic Performance Plan ("Academic Performance 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 proficiency tests, 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.

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The GOVERNING AUTHORITY agrees to comply with all requirements of the federal No Child Left Behind Act ("NCLB"), and any amendments or reauthorization thereof, including but not limited to highly qualified teacher, public school choice and supplemental education services requirements, and corrective action and restructuring mandates. The GOVERNING AUTHORITY will provide SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

In accordance with Section 3314.03(A)(11)(g) of the Code, the GOVERNING AUTHORITY shall submit to the SPONSOR and 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:

- The mission statement of the Community School
- Academic performance requirements, as contained in Exhibit 4; and
- Financial status, including cashflow statements, income statements, balance sheet information, and independent and state fiscal audit results; and
- General school information and statistics, including but not limited to, grade levels served, total enrollment, enrollment by grade, student demographics (specifically disaggregated for sub-groups by percentage, including number economically disadvantaged, race/ethnicity, gender and students with disabilities), total teachers, number of teachers by grade and subject, teacher demographics (specifically disaggregated for sub-groups by race/ethnicity and gender), extracurricular activities offered, community partnerships (specifically, a list of partner organizations and a description of the services and/or goods they provide to the school), school contact information (including address, website and telephone), and list of governing authority members and their titles (e.g., chairperson, secretary); and
- A written description of all actions the Community School has taken to comply with applicable No Child Left Behind (NCLB) requirements by October 31.

The GOVERNING AUTHORITY acknowledges that timely reporting of data and timely response to requests from oversight bodies, including but not limited to the SPONSOR, Ohio Auditor of State and Ohio Department of Education are of paramount importance.

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; specifically, the SPONSOR shall: (1) monitor the community school's compliance with all laws applicable to the school and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the community school at least once during the Contract term; (3) report, by November 30, the results of the evaluation conducted under division (D)(2) of this section to the department of education and to the parents of students enrolled in the community school; (4) provide technical assistance to the community school in complying with laws applicable to the school and terms of the Contract; (5) take steps to intervene in the school's operation, to the extent reasonable and within available resources, to correct problems in the

COMMUNITY SCHOOL CONTRACT

school's overall performance, declare the school to be on probationary status pursuant to section 3314.073 of the Revised Code, suspend the operation of the school pursuant to section 3314.072 of the Revised Code, or terminate the Contract of the school pursuant to section 3314.07 of the Revised Code as determined necessary by the sponsor; and, (6) have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

The Sponsor agrees to comply with the standards by which the success of the Community School will be evaluated 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) and failure to so comply may result in probation, suspension or termination under this Contract.

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 upon reasonable notice to the Community School. SPONSOR will provide the GOVERNING AUTHORITY and Community School with notice of any problems arising from the site visit within thirty (30) days following the such site visit.

Article VII. Letter of Approval to Operate

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor in the new location 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;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract;

COMMUNITY SCHOOL CONTRACT

3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
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, 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 are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article IX 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.

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

COMMUNITY SCHOOL CONTRACT

GOVERNING AUTHORITY and Community School of areas of noncompliance 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 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 noncompliance.
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.

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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;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of this Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
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 SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential Contract termination.

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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 performance requirements specified in Exhibit 4 of this Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;

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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 or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
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 nonrenewal 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 affirms that decision, the date established in the resolution of the State Board affirming the Sponsor's decision.

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If the SPONSOR learns that the Community School may receive a designation of "unauditable" from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, termination or nonrenewal of the Contract.

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 Revised Code and proceed according to the Contract termination contingencies set forth in the Governance and Administration Plan, Exhibit 3, which is attached hereto, and incorporated by reference as if fully written herein.

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 nonprofit 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) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) 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, (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR'S representative, as designated in writing, and (iv) 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 3314.015(E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that

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those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.

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.

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 Code § 3314.07(E) and (F) 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 Contract 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, representatives 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, 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. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

COMMUNITY SCHOOL 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 by both parties. The exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, 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;

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- 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.

In the event the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding 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 noncompliance 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 nonrenewal 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

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.

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To Governing Authority:

Governing Authority
Sciotoville Elementary Academy
5523 3rd St
Sciotoville, OH 45662

If to Sponsor:

The Thomas B. Fordham Foundation
Attn: Chester E. Finn, Jr.
1016 16th Street, N.W., 8th Floor
Washington, D.C. 20036

Copies to:

The Thomas B. Fordham Foundation
Attn: Director of Community School Sponsorship
400 E. Fifth Street, Suite C
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

Except as provided herein, 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 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

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them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

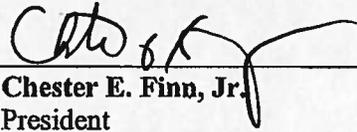
Article XXV. Non-Agency

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: 5/24/11

THE GOVERNING AUTHORITY OF

Sciotoville Elementary Academy

BY: 
Governing Board Representative

DATE: May 9th, 2011

DAYTON 633380V23

COMMUNITY SCHOOL CONTRACT

EXHIBIT 1: EDUCATION PLAN

COMMUNITY SCHOOL CONTRACT

EXHIBIT 1: EDUCATION PLAN

Mission

Together we will learn as much as we can every day to be responsible, respectful, and successful.

Philosophy

The following are the philosophy statements of Sciotoville Elementary Academy:

We believe students are our number one priority and that it is our obligation to meet their ever-changing needs.

Everyone in our school community must be committed to a shared partnership of responsibility toward meeting the needs of our students.

Character, including compassion, kindness, forgiveness, and honesty must guide us in meeting the challenge and reality of constant change.

Decisions must be fair, based on relevant data, and ultimately be in the best interests of our students.

We believe we must model what we are teaching as a parent/guardian, community member, or educator.

The teaching and learning needs of students are constantly changing, therefore, our teaching tools, methods, and technology must also change.

We believe a positive atmosphere is essential and failure is not an option.

Parent/guardian and community participation is critical to the educational and emotional development of our students.

We believe extracurricular activities promote self-discipline and responsibility of our students.

We believe staff development is essential to the development and implementation of a high-quality, research/standards-based educational program.

All components of our philosophy align with our mission statement, providing each student with the resources necessary to ensure that our mission statement becomes a reality.

School Characteristics

Enrollment: SEA may enroll up to 250 students.

The majority of SEA students living within the Portsmouth City School District are low income students, according to federal poverty guidelines, with some of those students being at risk. In order to better meet the needs of our student population, SEA provides free school supplies to

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every student enrolled at SEA, as well as free breakfast, free before and after-school latchkey programs (to provide assistance for parents in need), an instructional aide in every regular education classroom, and 100% highly qualified teaching staff.

Classroom and non-classroom based learning opportunities are described throughout the remainder of this section, and the sections below entitled Academic Standards, Curriculum, and Special Student Populations.

At Sciotoville Elementary Academy, differentiated instruction is delivered through various means (direct instruction, mastery learning, discovery learning, cooperative learning, etc.) depending on personal learning styles, content, and levels of mastery. Administration, staff, parents, and community members are involved in the planning, program design, and implementation of the school. Staff members at SEA value the importance of parent/guardian communication and provide and/or recommend services to our families as a part of an action plan to enhance each family's life. When needed, family action plans are created and customized to be specific to each family, and will prescribe family-oriented services that may include workshops or seminars to establish better communication with their child and SEA. To implement this action plan, SEA provides a Parent Resource Center with parenting curriculum and activities to better equip our families with parenting skills necessary to raise a 21st century learner. SEA promotes a safe and conducive learning environment with help from students, families, community members, sponsors and volunteers to improve literacy and emphasize academic performance.

All students and staff members at Sciotoville Elementary Academy are a part of our "house system," adapted from Ron Clark, founder of the Ron Clark Academy in Atlanta, Georgia. Each student and staff member selects an envelope, at random, that places them in a specific "house," or group. They will be a part of the same house for the duration of their time at Sciotoville Elementary Academy. Houses meet once a month to build rapport and there is a point system in place to reward behaviors that go above and beyond the expectations of our school. Each nine weeks, one house participates in some sort of community service project to build camaraderie within the group and expand their sense of global awareness, starting in their own community.

Non-classroom based learning opportunities include but are not limited to field trips.

Academic Standards

Sciotoville Elementary Academy strives to exceed the expectations set forth by the Ohio Department of Education. Through the consistent use of data analysis, along with SEA's standards-based report cards, all educational decisions are data-driven and designed to create an individualized learning path for each student. These standards are in place to ensure that all students are progressing towards the attainment of their personalized educational goals.

Sciotoville Elementary Academy takes a proactive approach to the full implementation of the new academic content standards. As a part of SEA's Professional Staff Development for 2010-11, 2011-12, 2012-13 and 2013-14 Sciotoville Elementary Academy will begin to incorporate and align the new standards with the school's current practices. SEA will implement the new standards pursuant to a four-year plan. During the first year, the school will form a core group

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comprised of all grade levels to read and discuss the new state standards and identify gaps within our school's instructional/assessment structure. After identifying key standards for alignment, the integration process particular to each grade level will begin. Although the implementation process within the classroom will begin immediately, by the end of the second year, all pacing charts will be completed. By the end the fourth year, the integration and alignment project will be completed.

Curriculum

SEA uses some purchased materials within the research based pedagogy: Pearson Scott Foresman Reading Street, which contains a leveled reading intervention program. Reading Street prioritizes skill instruction at each grade level, so teachers can focus on the right skill, at the right time, for every student.

SEA's K-4 mathematics curriculum builds on intuitive and concrete foundations, gradually helping children gain an understanding of the abstract and symbolic concepts by creating real-world connections. The curriculum is structured to provide multiple exposures to topics, and frequent opportunities to review and practice skills. The concepts of the math curriculum will align to the new core content standards, and build on prior knowledge.

Note: after collecting longitudinal data, the leadership team will research a mathematics curriculum more suitable for SEA's student population and the results that we wish to attain. Options include, but are not limited to, Singapore Math.

Science, Social Studies, Visual Arts, and Music are taught using the Core Knowledge approach. This teaching method relies on the belief that learning builds on learning.

Sciotoville Elementary Academy nurtures independent reading and literacy throughout all grade levels with the expansion of classroom libraries as well as the purchase of a school library for new books and a SirsiDinix book accounting system.

SEA promotes educational uses for technology that facilitate school improvement. SEA defines standards for students, integrating curriculum technology, technology support, and standards for student assessment and evaluation of technology use in cooperation with the Ohio Academic Content Standards for Technology. It is vision that through the application of curriculum-oriented classroom technology and appropriate teaching strategies, students will be prepared for their future endeavors. Students have access to a wide variety of technological tools, including but not limited to: Smart Boards, Smart Tables, Smart Document Cameras, Projectors, five Student & one Teacher MOBI, one iPad, one Flip Camera, CPS Clickers, and two LiveScribe Pens. Kindergarten and First grade have 6 desktop student computers with subscriptions to Headsprout, PBS KidsPlay, and Accelerated Reader. Students in grades 2-4 have individual wireless Netbooks and subscriptions to Study Island, Powerspeak, and BrainPop.

Each student has three visits (45 minutes each) to the library/computer lab (30 student desktop computers) each week, including Library (where students can use the computers to find books to check out through the Library Cat Junior software), Technology (where students use programs such as the Microsoft Office 2010 suite to complete project-based assignments, or work in the

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aforementioned programs), and an online-based Spanish program called Powerspeak.

SEA also uses Imagine Learning (a targeted first-language support for English learners by translating key vocabulary words, customizing activities, and a proprietary L1 fade technology). This technology provides language support as needed, which gradually fades as the student progresses. Imagine Learning English also provides reports, certificates of achievement, and letters for parents in their primary language, so families can stay involved in their child's progress. Student progress is continually monitored and assessed. Imagine Learning progress reports and graphs provide real-time data for teachers and administrators. Imagine Learning has proven an effective tool in English language and literacy achievement. SEA uses Imagine Learning with all students (not just English learners) for intervention.

Technology is an important part of the school, and holds a substantial place in planning and allotment of funds in SEA's budget.

Academic Assessment

Sciotoville Elementary Academy participates in all state-mandated assessments. SEA also administers quarterly diagnostic assessments and uses the results to (1) allow the students to track their own progress, and (2) guide individualized instruction in order to ensure that the academic content standards are being met. SEA utilizes standards-based report cards to aid in the monitoring of proficiency of grade-level indicators. All students, in cooperation with their teachers, complete an electronic portfolio in which they will track and analyze data from individual quarterly assessments, forming their own educational plan.

SEA employs both formative and summative assessment tools to determine and report student progress. SEA's assessment tools are:

- *Aimsweb*

Aimsweb is designed for universal screening and progress monitoring.

Benchmark – Assess all students three times per year for universal screening (early identification), general education progress monitoring, and AYP accountability.

Strategic Monitor – Monitor at-risk students monthly and evaluate the effectiveness of instructional changes.

Progress Monitor – Write individualized annual goals and monitor more frequently for those who need intensive instructional services.

Curriculum-Based Measurement (CBM) is the method of monitoring student progress through direct, continuous assessment of basic skills. CBM assessment practices are based on 25 years of scientific research. These standardized tests are time efficient and inexpensive, yet produce accurate charts of student growth over time. Tests meet professional standards for reliability and validity.

Aimsweb Response to Intervention (RTI) component is designed to provide a "best practices in

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problem-solving approach" to the RTI process including scientifically designed progress monitoring of students' educational need through Benchmark data and educational benefit through Progress monitoring data. It combines standard problem-solving tasks into a step by step protocol that documents the results, including who did what, when, and with what outcome. It is directive without being dictatorial and provides documentation without excess paper.

Aimsweb Behavior

Benchmarking: Valid and reliable universal screening tools for behavior and/or social skills problems that may interfere with academic success

Progress monitoring: Customizable online tracking of specific classroom behavior

Intervention: Online, evidence-based, classroom intervention resources to reduce problem behaviors and improve social skills in the classroom

Data management: Utilizing AIMSweb's extensive reporting capabilities and analysis tools.

- *Quarterly Diagnostic Assessments*

Using the blueprints created by the Ohio Department of Education (ODE) for the creation of each grade's Ohio Achievement Assessment (OAA), each classroom teacher is responsible for submitting an assessment designed for diagnostic data results on a quarterly basis. The assessments reflect the exact number of questions, point value, and format of the OAA.

Upon the completion of the quarterly diagnostic assessment, the classroom teachers submit the proposed assessment to SEA's Formative Assessment Team for review. The Formative Assessment Team analyzes all components of the proposed assessment to ensure alignment with ODE's blueprints, in order to confirm the most validity possible.

Once each grade level's diagnostic assessments are administered in an authentic testing environment, the assessments are scored and charted in chart-form for quick analysis. On a monthly basis, the assessment outcomes are analyzed in an effort to pinpoint individual areas of need for each student. These results are used to guide group placements and classroom instruction.

- *Project MORE*

Project MORE is a scientifically based volunteer reading mentoring program being implemented throughout Ohio.

According to Project MORE guidelines, students with IEPs must be serviced as priority before the program is opened up to the general population. Currently, all students who participate in Project MORE are students with IEPs. These students are mentored four days per week for a thirty minute session each day. Upon each student's enrollment into Project MORE, a baseline assessment is administered and used to guide initial placements into the program. Once in the program, they are informally assessed daily to track progress and guide an individualized learning path beneficial to each student's needs.

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Because Scioto Elementary Academy thrives on data-driven decision making, the results of each child's assessments are broken down and discussed, with the goal of identifying root causes and areas of growth for each student involved in Project MORE. The coordinator of Project MORE is involved in continuous professional development concerning the implementation and guidelines of Project MORE and is responsible for keeping the staff informed of student progress and data-based decisions. The coordinator is also trained to coach all volunteers on the standards required by Project MORE.

According to an independent evaluation conducted by the Center for Evaluation Services, Bowling Green State University during the 2002-2008 school years, Project MORE is significantly increasing the reading levels of students with disabilities on both informal and standardized reading assessments. Based on the independent evaluation, Project MORE has demonstrated that 1:1 structured, volunteer reading mentoring is Effective, Affordable, Replicable and Sustainable (EARS). Project MORE: Mentoring in Ohio for Reading Excellence is a scientifically based reading research program that follows the No Child Left Behind" high expectation for all" standard. Initially, Project MORE was designed to raise the expectations and performance for children with disabilities in the area of reading, but has also proven effective for students at risk for reading failure.

Communication with families is critical to the success of SEA; as such, assessment results are included in the reporting of progress with SEA's Standards-Based Report Cards.

Special Student Populations

Students with disabilities: Scioto Elementary Academy identifies students with disabilities through the following means: Parent, Teacher, or Physician referrals. Parent referrals may be initiated at any time during the school year and stem from parental concerns regarding the student's academic progress and/or physical well-being. Teacher referrals are a direct result of a student performing below grade level on both classroom work and standardized assessments. Physician referrals may originate at any point in the school year based upon the physician's concerns regarding the social, emotional, and/or physical development of the student. These referrals are made only after there have been multiple failed attempts at providing school-wide interventions to the student.

Once a referral has been made and parent consent has been obtained, a school psychologist is employed on an as needed basis. In order to formally assess at-risk students to determine eligibility for school-age services, the psychologist will work in collaboration with a district representative, all grade level teachers, Intervention Specialists, and additional support personnel, based on requirements of the Evaluation Team Report (ETR). All related services (Speech, Physical, and Occupational Therapies) are contracted through outside resources.

Scioto Elementary Academy is a school-wide Title I entity, thus all students are provided with additional support daily within the typical classroom setting. Intervention Specialists and intervention/educational support aides work with students in an inclusion setting to meet the goals of each identified student's Individual Education Plan (IEP).

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Intervention Specialists, as well as all teachers and educational support staff, are provided with ongoing professional development opportunities throughout the school year to ensure best practices and data-driven decision making. The parents/guardians of every child with an IEP receive progress reports at least four times a year, or every nine weeks. These progress reports are based on goals written on each child's Individual Education Plan (IEP).

Gifted students: The staff of Sciotoville Elementary Academy has already been provided with professional development on Differentiated Instruction and Response To Intervention (RtI). Teachers provide differentiated instruction to all students during a 45-minute enrichment/intervention period, based on the individual needs of each student, as indicated by the data collected through district-wide quarterly assessments and standardized testing.

Limited English proficient students: Students that are potentially limited English proficient will be screened by the intervention team. Staff will be provided with professional development opportunities as necessary, and translators may be available through local universities.

Homeless students: No student shall be denied admission to the school or to a particular course or instructional program or otherwise discriminated against for reasons of race, color, national origin, sex, homelessness and handicap or any other basis of unlawful discrimination. SEA believes that all school-aged students, including homeless students, have the basic right to equal educational opportunities. A homeless student is defined as an individual who lacks fixed, regular and adequate nighttime residence. SEA will to the extent feasible, homeless students are kept in the school of origin unless doing so is contrary to the wishes of the student's parent or guardian.

Professional Development

SEA's professional development plan emphasizes the importance of the following concepts: student achievement, data-based decision-making, communication and collaboration, shared leadership, principals as instructional leaders, and continuous high quality professional development. These standards will guide teachers in self-assessing their knowledge and practices and considering their professional growth along a continuum of best practice. When utilized by educators, these research-based, effective strategies will positively affect student achievement. Teaching effectiveness will be measured by the following Ohio Standards for the Teaching Profession: (1) Understanding student learning and development and respecting the diversity of students (2) Having a deep understanding of teacher content (3) Using varied assessments to evaluate student learning and guiding instruction (4) Tailoring instruction to meet the needs of each student (5) Creating safe, supportive, and respectful learning environments (6) Communicating and collaborating with all stakeholders to support student learning (7) Understanding that professional development is a continuous process for which they are responsible.

At SEA, colleagues work together, focus on improving teaching, impact student learning, and increase student achievement. The teaching staff will build on its current vision by implementing philosophies, strategies, methods, and practices learned while attending Ron Clark Academy's National Educators' Conference in Atlanta, GA. These teachings will be integrated within SEA's current teacher evaluation criteria.

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All staff members participate in a monthly professional development session. Additional funding is available for any off-site professional development opportunities. Before attending any form of professional development, professionals associated with SEA will complete a professional development activity request form where they will describe the proposed activity, state the need for attending, and explain their professional learning goals. If approved, the professional will then partake in sharing the information learned with their colleagues and state how it will impact their teaching and student learning. In addition, the applicability of the new knowledge will be evaluated and reported through daily work with students/educational community.

Parent Engagement

SEA sends out copies of its annual report and school calendars to all parents. SEA also has a web site, sea.k12.oh.us, that it is accessible to anyone. Copies of the student /parent handbook are sent home with a verification form that must be returned with a parent's signature stating that the parent has received and read the handbook. SEA has an automated call program (School Messenger) which alerts parents to absences of their child. School Messenger is also utilized to make parents, staff, students and/or board members aware of special events/activities that are going on at school, perform surveys, and to notify parents of schedule changes or school closings.

SEA uses ProgressBook so that parents have a tool to regularly check attendance and keep up to date on their child's academic progress in every class. Teachers are also highly encouraged to make telephone contact with the parents of students in their respective classes.

SEA encourages parents to come to the school any time they wish to talk to anyone about their child. Furthermore, SEA provides volunteer opportunities for parents, offers two parent/teacher conferences a year and hosts one Family Night. On Family Night, SEA offers a free meal for every family and schedules activities for the children - no matter what age - so that the parents can attend sessions designed to inform them of relevant topics regarding their children.

SEA communicates with the general public and prospective parents by sponsoring a booth at the local county fair every year. The booth provides information on SEA's programs and extra-curricular activities, and showcases pictures of many of SEA students participating in a variety of activities that the school offers. Two staff or board members are present at all times to talk with and answer questions that the public may have. SEA also hands out printed material about the school.

Community Partnerships

SEA seeks community partners that will advertise at SEA events/programs and in the SEA yearbook, and donate money or items to the school.

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EXHIBIT 2: FINANCIAL PLAN

COMMUNITY SCHOOL CONTRACT

EXHIBIT 2: FINANCIAL PLAN

Sciotoville Elementary Academy utilizes the Uniform School Accounting System (USAS) and Uniform Staff Payroll System (USPS) programs and is affiliated with South Central Ohio Computer Association (SCOCA). SCOCA is the Information Technology Center (ITC) which is used by all public schools in this area. We also utilize the Auditor of State's office Local Government Services (LGS) for generally accepted account practice (GAAP) conversion as well as the Financial Audit Division for our annual audits. SEA reports directly to Ohio Department of Education (ODE) regarding five year forecast as well as federal and state funding.

SEA employs a treasurer and an assistant treasurer, and where necessary works with a CPA and/or legal counsel on fiscal issues. Financial policies are contained in the SEA board policy manual.

Financial controls. The staff is required to use purchase requisitions for all purchases which are approved through an on-line system called FormShare. This system allows the staff member to enter all pertinent information and it follows a mapping for approval. First approval is from the Principal, then the Superintendent, then the Treasurer and finally the Accounts Payable (assistant treasurer). Once these have been fully approved they are converted to purchase orders.

Staff is required to utilize Pay-in sheets for all money that is turned in to the Treasurer's Office. The USAS and USPS programs enable SEA to account for all funds expenditures and receipts as well as all payroll related items.

Different school groups participate in fundraising activities to provide monies they need for items such as uniforms, trips, etc. These activities are led by an advisor or coach, and all monies are turned in to the Treasurer's office for accounting. Funds are maintained through the Treasurer's office.

Monthly reconciliations are performed by the Treasurer's Office, and an annual audit is performed by the Auditor of State's Office.

The five year forecast for Sciotoville Elementary Academy, which is subject to change, follows.

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FIVE YEAR FORECAST

Revised 10/07/10
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County School

Sciotoville Elementary Academy Statement of Receipts, Disbursements, and Changes in Fund Cash Balances For the Fiscal Years Ending June 30, 2010 through 2010, Actual and the Fiscal Years Ending June 30, 2011 through 2015, Forecasted

	Actual					Forecasted				
	Fiscal Year 2010	Fiscal Year 2010	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	
Operating Receipts										
State Distribution Payments (2110, 2310)	0	530,343	541,973	571,293	571,000	590,000	602,000	620,000	630,000	
Changes in Services (1500)	0	0	0	0	0	0	0	0	0	
Fees (1600, 1700)	0	260	252	260	265	260	260	260	260	
Other (1800, 1801, 1802, 1803, 1870, 1810)	0	0	2,075	2,304	2,370	2,300	2,300	2,300	2,300	
Total Operating Receipts	0	530,603	544,298	573,857	573,635	592,560	604,560	622,560	632,560	
Operating Disbursements										
185 Salaries and Wages	0	364,618	365,167	361,313	365,210	371,500	370,000	370,000	370,000	
235 Employee Retirement and Insurance Benefits	0	46,209	46,143	46,011	46,000	46,125	46,100	46,100	46,100	
400 Pension Services	0	271,097	270,576	269,100	272,000	270,000	270,000	270,000	270,000	
250 Supplies and Materials	0	12,223	10,417	11,000	10,000	10,000	10,000	10,000	10,000	
255 Capital Outlay - New	0	0	240,700	100,000	0	0	0	0	0	
260 Capital Outlay - Replacement	0	1,200	0	0	0	0	0	0	0	
700 Other	0	8,215	33,700	30,200	30,200	30,000	30,000	30,000	30,000	
Total Operating Disbursements	0	652,353	1,016,186	750,624	693,410	727,625	726,100	726,100	726,100	
Change in Operating Fund Cash Balance	0	(121,750)	(471,888)	(176,767)	(119,775)	(135,065)	(121,540)	(103,540)	(93,540)	
Operating Fund Cash Balance	0	208,853	(77,035)	(253,802)	(373,577)	(508,642)	(630,182)	(733,722)	(827,262)	
Non-Operating Receipts/Disbursements										
Interest (2100, 2101, 2102, 2103, 2104, 2105)	0	44,475	44,475	44,475	44,475	44,475	44,475	44,475	44,475	
Transfer from Non-Operating Fund Cash Balance	0	0	0	0	0	0	0	0	0	
State Grants (2200, 2201, 2202, 2203)	0	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	
Capital (2300)	0	0	0	0	0	0	0	0	0	
Interest Income (1400)	0	0	0	0	0	0	0	0	0	
State Payments (1400)	0	0	0	0	0	0	0	0	0	
State Payments (1400)	0	0	0	0	0	0	0	0	0	
Interest - to	0	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	
Transfer - Out	0	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	
Total Non-Operating Receipts/Disbursements	0	45,475	45,475	45,475	45,475	45,475	45,475	45,475	45,475	
Change in Non-Operating Fund Cash Balance	0	45,475	45,475	45,475	45,475	45,475	45,475	45,475	45,475	
Non-Operating Fund Cash Balance	0	45,475	90,950	136,425	181,900	227,375	272,850	318,325	363,800	

Change in Operating and Non-Operating Receipts

FIVE YEAR FORECAST

	Actual					Forecasted				
	Fiscal Year 2010	Fiscal Year 2010	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	
Operating and Non-Operating Disbursements	0	172,734	172,734	172,734	172,734	172,734	172,734	172,734	172,734	
Fund Cash Balance Beginning of Fiscal Year	0	0	121,750	253,802	373,577	508,642	630,182	733,722	827,262	
Fund Cash Balance End of Fiscal Year	0	121,750	279,225	430,577	593,802	728,917	851,657	957,262	1,020,802	

Non-Operating Receipts/Disbursements

	Actual	Forecasted	Forecasted	Forecasted	Forecasted	Forecasted	Forecasted
Personal Services (1400)	235,633	235,633	235,633	235,633	235,633	235,633	235,633
Employee Retirement/Insurance Benefits (2300)	46,794	46,794	46,794	46,794	46,794	46,794	46,794
Interest (2100, 2101, 2102, 2103, 2104, 2105)	44,475	44,475	44,475	44,475	44,475	44,475	44,475
Transfer from Non-Operating Fund Cash Balance	0	0	0	0	0	0	0
State Grants (2200, 2201, 2202, 2203)	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Capital (2300)	0	0	0	0	0	0	0
Interest Income (1400)	0	0	0	0	0	0	0
State Payments (1400)	0	0	0	0	0	0	0
Interest - to	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Transfer - Out	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)
Total	328,902						

Assumptions

For FY10 and 11 the number of students is projected at 645.

For FY12 the number of students are projected at 645.

For FY13 the number of students are projected at 645.

For FY14 the number of students are projected at 645.

For FY15 the number of students are projected at 645.

For each year we are hoping that the legislature will appropriate funding to community schools.

In FY11 we will be receiving \$1.2 million as well as have the 100 Fund.

In FY10 and beyond the 100 Fund will be used to fund the cost of operating the school.

For FY12 and beyond the 100 Fund will be used to fund the cost of operating the school.

For FY11 the 100 Fund will be used to fund the cost of operating the school.

For FY12, FY13, FY14 and FY15 the 100 Fund will be used to fund the cost of operating the school.

In FY10 we received an additional \$1.2 million in the 100 Fund.

Due to the uncertainty of Community Schools in the legislature this is only a projection.

COMMUNITY SCHOOL CONTRACT

EXHIBIT 3: GOVERNANCE PLAN

(The following table contains extremely faint text that is illegible due to low contrast and scan quality. It appears to be a multi-column table with several rows of data.)

COMMUNITY SCHOOL CONTRACT

EXHIBIT 3: GOVERNANCE PLAN

Description of Governing Board Entity

The governing board is composed of five community elected members, one non-voting staff elected member and one non-voting student elected member. The five community elected members must be citizens of the United States, 19 year of age or older, and a registered voter in the sixth ward of the City of Portsmouth or Precincts A and H of Porter Township. The elected governing board members serve four-years staggered terms with no term limits being enforced. The staff and student representative are elected every year by their respective peers. No member of the governing board receives any financial compensation for their service.

The responsibilities of the governing board are as follows:

Help to create, approve and monitor the school's annual budget.

Developing current and future policies to guide the operation of the school.

Secure appropriate funding for the operation of the school.

Support the efforts of the Superintendent to administer all educational programs consistent with Board policy.

Maintaining a commitment to the vision, mission and belief statements of the Sciotoville Elementary Academy and the children they serve.

Governing Authority Membership, Structure and Roles

The governing board will be comprised of at least five (5) members. Membership is subject to change, pursuant to the bylaws of SEA. Current members include:

Bill Shope, President

Mr. Shope graduated from East High School, now Sciotoville Community School, then attended Shawnee State University and the Ohio State University. He has been employed as a retail consultant, a manager for the Ohio State Parks Lodges and a representative for the Coca-Cola Bottling Company. He is currently self-employed as a security consultant. This is his third year as the Governing Board president of the Sciotoville Elementary Academy.

Bob McCann, Vice President

Mr. McCann graduated from East High School, now Sciotoville Community School, then attended Indian River Community College in Florida and Shawnee State University. He was employed by the City of Portsmouth before obtaining this current position as an air-quality specialist for the Ohio Environmental Protection Agency. This is his third year on the Governing Board of Sciotoville Elementary Academy.

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Bob Workman, Member

Mr. Workman graduated from East High School, now Sciotoville Community School, in the class of 1963. His first employment was for five years at Westinghouse Electric in Columbus, Ohio. He then returned to the Portsmouth area to assume a position at the New Boston Coke Plant where he worked for 31 years, serving as a supervisor for the last eleven years before retirement. He has also been a Pure Fish Representative since 1985. This is his third year on the Governing Board of Sciotoville Elementary Academy.

Matt Hammer, Member

Mr. Hammer graduated from East High School, now Sciotoville Community School, in the class of 1998. He attended Shawnee State University and Marshall University. Then he attended Cincinnati College of Mortuary Science earning a Bachelor Science Degree. He has worked in the funeral home business since graduating from high school and has been a licensed funeral home director for five years. This is his third year on the Governing Board of Sciotoville Elementary Academy.

Wendell Skinner, Member

Mr. Skinner graduated from East High School, now Sciotoville Community School, in the class of 1965. He attended Ohio University for one year after graduation before enlisting in the United State Army. He served 22 months in the Army before he was medically discharged as a result of a combat injury. He worked as a production manager of the Portsmouth Daily Times for 33 years and has operated his own printing business since 1984. He previously served eight years on the Portsmouth City School Board of Education and has been a member of the Sciotoville Elementary Academy Governing Board for three years.

SEA does not use a management organization. Management of SEA is left to the Administration, Treasurer and Governing Board.

Risk Management

The Governing Board maintains insurance to provide general coverage of damage to facilities, and the Board carries general liability coverage for all properties. All school vehicles—buses, trucks, vans—are covered under insurance. All employees that are responsible for dealing with funding are bonded.

School Leader

The school leader at SEA is the Superintendent, who oversees the Principal, administrative, and instructional staff. The Superintendent is evaluated by the board once every two years, at contract renewal. Each board member is given an evaluation form to complete and then the numbers are added together to determine an average for each individual item in a section. Then an average for that section is calculated by taking each item score and adding it and dividing to find the average. There are nine sections in the evaluation as follows: (1) Leadership Skills (2)

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Decision Making Skills (3) Communication and Community Relation (4) Operations, Support Services and Facilities (5) Personnel Management (6) Budget and Finance (7) Political Awareness (8) Professional Traits (9) Board/Superintendent Relations that are composed of forty-nine individual items. The evaluation is then presented to the Superintendent to read and make comments.

Regarding succession, when this position becomes open it would be posted first internally to allow any employee that is interested and meets the qualification to apply. If an internal candidate is not deemed acceptable by the Governing Board, the position would be advertised in newspapers and online. The applicant should have educational credentials and administrative experience in schools commensurate with the responsibilities of the position, as determined by the Governing Board. The applicant may also hold a Superintendent licensure but it is not required.

School Staff

Instructional staff is state licensed or are working on obtaining alternative licensure. There is a mix of experienced and new staff members, which allows the new staff to draw on the experiences and wisdom of the older staff.

The instructional staff is evaluated by the supervising principal twice yearly during the year of their contract renewal. Other informal evaluations are done throughout the time the contract is in place. The staff members are evaluated in the following four areas: organization, creating an environment for student learning, teaching for student learning, and teaching professionalism. After completion of each formal evaluation the principal will review the evaluation and discuss it with the teacher.

To fill teaching positions, vacancies are posted internally first, and then advertised in appropriate sources where people would look for employment. Resumes are collected, and then, interview committees are formed based upon the position that SEA is attempting to fill.

Teachers are compensated based on experience and level of education. SEA utilizes a pay scale that shows how much compensation is to be provided. The pay scale is not used for yearly increases as it would be in other districts.

SEA offers a range of benefits to full time staff, including but not limited to healthcare and dental coverage. SEA participates in the State Teachers Retirement System (STRS).

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EXHIBIT 4: ACADEMIC PERFORMANCE PLAN

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EXHIBIT 4: ACADEMIC PERFORMANCE PLAN

Exhibit 4: Academic Performance Plan for Primary and Middle Schools

Pursuant to Article IV of this Contract, the Academic Performance Plan constitutes the agreed-upon assessments, performance indicators and academic expectations that the SPONSOR will use to evaluate the academic performance of the Community School during the term of this contract. Each of these factors may be considered by the SPONSOR to gauge academic success throughout the term of this contract. 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.

Key Questions used by the SPONSOR in gauging the Community School's Academic Success include:

- 1) **Is the Community School making "adequate yearly progress" under the federal No Child Left Behind (NCLB) act, as implemented in Ohio? See Section 1 of this Exhibit, Requirements 1-3.** In the event there are amendments to, or a reauthorization of, No Child Left Behind, the school will demonstrate results showing better than average performance on any applicable successor standards-and-accountability requirements put in place by Ohio and/or the federal government. The SPONSOR will not make a renewal, non-renewal, probation, suspension or termination decision based solely on Adequate Yearly Progress.
- 2) **Is the Community School rated, at a minimum, "Continuous Improvement" and on a clear trajectory toward "Effective", "Excellent," and "Excellent with Distinction" on the state's academic rating system? See Section 2 of this Exhibit, Requirement 4.**
- 3) **Is the Community School outperforming comparable schools (e.g. local district schools, and similar community schools statewide)? See Section 3 of this Exhibit, Requirements 5 and 6.**
- 4) **Are the students enrolled in the Community School making substantial and adequate academic gains over time, as measured using the state's value-added analysis? See Section 4 of this Exhibit, Requirement 7.**

INDICATORS OF ACADEMIC SUCCESS

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

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

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SECTION 1. ADEQUATE YEARLY PROGRESS 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 annually under state and federal law, and will be considered 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. The SPONSOR will not make a renewal, non-renewal, probation, suspension or termination decision based solely on Adequate Yearly Progress.

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.

SECTION 2. STATE RATING 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 obligatory under the terms of this Contract, and will be considered 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 marked progress towards a state rating of Effective, Excellent and ultimately Excellent with Distinction as defined by the Ohio Department of Education.

SECTION 3. ACADEMIC PERFORMANCE OF THE COMMUNITY SCHOOL RELATIVE TO COMPARABLE SCHOOLS

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

Meeting these requirements will be considered by the SPONSOR in evaluating the performance of the Community School and may also be considered in connection with a decision regarding

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probation, suspension, termination and renewal or non-renewal of the Contract.

Requirement 5: The Community School will outperform the home district average – the district in which it is located – on all reading, mathematics, and science portions of the state’s proficiency/achievement assessments.

Requirement 6: The Community School will outperform the state community school average on all reading, mathematics, and science portions of the state’s proficiency/achievement assessments.

SECTION 4. 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?

Meeting this requirement will be considered 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 7: The Community School will receive an overall composite score on the state’s value-added measure that indicates that more than one year of progress has been achieved in both reading and mathematics. In the event there are amendments to, or a successor version of, Ohio’s growth measure (a.k.a. “Value Added”), the school will demonstrate results showing better than average performance on the amended or successor growth measure.

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EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

[The following text is extremely faint and illegible due to low contrast and scan quality. It appears to be the main body of a letter.]

COMMUNITY SCHOOL CONTRACT

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:

5523 3rd St
Sciotoville, OH 45662

IRN number 009964, to begin operations for the 2011-2012 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

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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.

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EXHIBIT 6: STATEMENT OF ASSURANCES

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EXHIBIT 6: STATEMENT OF ASSURANCES

SEA will comply with the Ohio Department of Education's (ODE) most recent Sponsor Assurances, as posted on the ODE website, to the extent the contents of the assurances are required by the Ohio Revised or Administrative Codes.

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EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

NAME	POSITION

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EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

Roster of Governing Authority: Sciotoville Elementary Academy

Board Member	Role
Bill Shope	President
Bob McCann	Vice President
Bob Workman	Member
Matt Hammer	Member
Wendell Skinner	Member