

MASTER CONTRACT

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

Dated as of February 1, 2012

COMMUNITY SCHOOL CONTRACT

TABLE OF CONTENTS

<u>Contract Section</u>	<u>Page Number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	4
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	14
<u>Article V.</u> 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	15
<u>Article VI.</u> Site Visits	15
<u>Article VII.</u> Letter of Approval to Operate	16
<u>Article VIII.</u> Probationary Status	16
<u>Article IX.</u> Suspension of Operation	18
<u>Article X.</u> Expiration/Termination of Contract	20
<u>Article XI.</u> Contract Termination Contingencies	21
<u>Article XII.</u> Governing Law	23
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant Against Suit	23
<u>Article XIV.</u> Assignment	23
<u>Article XV.</u> Amendments or Modifications	24
<u>Article XVI.</u> Severability	24
<u>Article XVII.</u> No Child Left Behind	24
<u>Article XVIII.</u> Dispute Resolution Procedure	24
<u>Article XIX.</u> Discrimination Policy	25
<u>Article XX.</u> Entire Agreement	25
<u>Article XXI.</u> Notice	25
<u>Article XXII.</u> Non-Waiver	26
<u>Article XXIII.</u> Force Majeure	26
<u>Article XXIV.</u> No Third Party Rights	26
<u>Article XXV.</u> Non-Agency	26
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	27
<u>Exhibit 1</u> Education Plan	28
<u>Exhibit 2</u> Financial Plan	44
<u>Exhibit 3</u> Governance Plan	56
<u>Exhibit 4</u> Academic Performance Plan	68
<u>Exhibit 5</u> Letter of Approval to Operate	72
<u>Exhibit 6</u> Statement of Assurances for Start-Up Schools	75
<u>Exhibit 7</u> Roster of Governing Authority	78

COMMUNITY SCHOOL CONTRACT

COMMUNITY SCHOOL CONTRACT For Columbus Collegiate Academy - West

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2012, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Columbus Collegiate Academy - West, located at 1469 East Main Street, Columbus, OH 43205 (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 Columbus 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 6-8.

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

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

COMMUNITY SCHOOL CONTRACT

Article II. Term

The term of this Contract shall be for a period of 5 year(s) commencing July 1, 2012 and ending June 30, 2017 (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 1 (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. In the event of non-renewal of this Contract, and in accordance with Ohio Revised Code § 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by February 1 in the year in which the Sponsor intends to take action not to renew 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.

COMMUNITY SCHOOL CONTRACT

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 Columbus City School District.

In accordance with Section 3314.05(B)(5) 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

COMMUNITY SCHOOL CONTRACT

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, 2600 Far Hills Avenue, Suite 216, Dayton, OH 45419, 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.

COMMUNITY SCHOOL CONTRACT

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.

COMMUNITY SCHOOL CONTRACT

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, 3313.817, 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 3365.15, the Governing Authority shall ensure that academically qualified students be permitted to participate in the Seniors to Sophomores program.

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, if a member of the governing authority, 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.

COMMUNITY SCHOOL CONTRACT

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

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

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

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a 2% sponsorship fee (the "Sponsorship Fee") to the SPONSOR, 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.

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.

COMMUNITY SCHOOL CONTRACT

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.

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

COMMUNITY SCHOOL CONTRACT

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.

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.

COMMUNITY SCHOOL CONTRACT

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 specified by the GOVERNING AUTHORITY'S Code of Regulations, Bylaws 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. Failure to maintain at least five (5) voting members on a regular basis may result in SPONSOR taking action under Section D (Accountability) of Article III (Responsibilities of the Governing Authority), Article VIII (Probationary Status), Article IX (Suspension of Operation) or Article X (Expiration/Termination of Contract) of this Contract.

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

COMMUNITY SCHOOL CONTRACT

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 GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district in which the Community School is located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Ohio Revised Code.

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

In accordance with Section 3314.03(A)(6) of the Code, the GOVERNING AUTHORITY agrees to comply with the dismissal procedures 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 3314.03(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 (AOIS) 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.

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 an annual report.

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 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

COMMUNITY SCHOOL CONTRACT

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.

Article VI. Site Visits

The GOVERNING AUTHORITY agrees to permit the SPONSOR to conduct site visits as determined necessary by the SPONSOR.

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;
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.

COMMUNITY SCHOOL CONTRACT

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 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.
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:

COMMUNITY SCHOOL CONTRACT

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;
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.

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

COMMUNITY SCHOOL CONTRACT

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 not later than the first day of February in the year in which SPONSOR intends to terminate this 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 the 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;
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;

COMMUNITY SCHOOL CONTRACT

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 fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after 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. 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.

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

COMMUNITY SCHOOL CONTRACT

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.

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

COMMUNITY SCHOOL CONTRACT

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;
- 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;

COMMUNITY SCHOOL CONTRACT

- 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.

To Governing Authority:

Governing Authority
Columbus Collegiate Academy – West
1469 East Main Street
Columbus, OH 4320
Attn. Mr. Andrew Boy

COMMUNITY SCHOOL CONTRACT

If to Sponsor:

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

Copies to:

The Thomas B. Fordham Foundation
2600 Far Hills Avenue, Suite 216
Dayton, Ohio 45419
Attn. Director of Community School Sponsorship

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 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


COMMUNITY SCHOOL CONTRACT

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: 1/24/12

**THE GOVERNING AUTHORITY OF
COLUMBUS COLLEGIATE ACADEMY -
WEST**

BY: 
Governing Board Representative

DATE: 1/25/12

EXHIBIT 1: EDUCATION PLAN

EXHIBIT 1: EDUCATION PLAN

As new state standards, assessments, and state and federal accountability metrics are implemented by the Ohio Department of Education, the SPONSOR and the GOVERNING AUTHORITY agree to amend, within 45 days of formal state implementation, Exhibits 1 (Education Plan) and 4 (Academic Performance Plan) of this Contract to reflect the changes.

1.1 Mission, Vision and Educational Philosophy

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

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

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

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

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

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

The *structures* CCA-West provides: students participate in a highly disciplined school environment based upon respect and accountability for one's actions, participate in an extended school day, Saturday classes and college trips, and complete challenging homework every night.

The *supports* CCA-West provides: all students receive at least 100 minutes of literacy and 100 minutes of math instruction, tutoring sessions, and Homework Center daily.

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

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

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

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

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

Teachers' attitudes and actions critically influence student performance. A teacher who moves too quickly through curriculum, or who ignores the needs of a struggling student, shows favoritism to another, or complete apathy towards the subject material diminishes the possibility of success for many of his/her students. Outstanding teachers have an uncompromising desire to see their students excel, challenge all of his/her students to do their best, learn the most, and see the world through new eyes. Outstanding teachers have mastery in and passion for their content areas and instill such passion in their students, and they are prepared with strong lessons every day and with frequent assessments to ensure they have a close and clear understanding of what their students are learning. These are the teachers CCA-West will recruit.

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

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

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

A future of academic success that includes college cannot be built on a weak foundation. A strong foundation is one that is built upon well-developed skills in literacy and mathematics. As E.D. Hirsch points out in *The Schools We Need and Why We Don't Have Them*, “The ability to learn something new depends on an ability to accommodate the new thing to the already known.”¹ In order to do more advanced work, students must have skills and content “already known,” and to achieve mastery students must be given rigorous instruction and mandatory supports to develop that skill and knowledge base. The road to college and the higher-level thinking that college will require begins with the ability to read well, write well, and compute accurately.” CCA-West builds this foundation through the implementation of the school’s instructional strategies and core beliefs, all of which are supported by the practice of high performing urban charter schools that inspire our school design. CCA-West’s instructional strategies are outlined below:

- *Consistent School-wide Approach to Classroom Instruction:* All classrooms will be structured through the common use of the Universal Blackboard System (UBS), with Do Now/AIM/Agenda/HW, classroom procedures for notebooks and classroom supplies, and instruction that follows the “I do, we do, you do” approach. The UBS, inspired and guided by the work of noted urban educator Dr. Lorraine Monroe, is shown to lead to greater efficiency as all lessons are sharply focused on a clear, standard-driven aim and the entire class hour is planned out in the agenda. Students will benefit from the teacher’s direct instruction (“I do”), group practice guided by the teacher (“we do”), and individual opportunity to practice, apply, and master the skill and content of the class (“you do”).
- *Standards-Based Instruction:* Our educational goals at each grade level will be clear and ambitious because we will use state and national standards as our foundation and standards-driven assessments as our benchmarks. A detailed explanation of the standards used by Columbus Collegiate can be found within the Academic Standards section of this application.
- *Flexible Ability Groupings:* Instructional supports and strategies will be most effective through the use of Flexible Ability Groupings in the core subjects of English and math. Students will be responsible for mastery of the same concepts and will be required to take the same internal and external assessments regardless of grouping. Using differentiated instructional strategies, teachers will maximize the learning of all students.²
- *Data-Driven:* In order to be academically competitive, our students must be able to excel above their local, state and national peers. We will create and implement end-of-trimester, standards-based assessments to ensure students are reaching those expectations. This will enable us to effectively address student deficiencies within the extended day supports and to adjust classroom instruction and materials as needed. This data-driven approach has proven an invaluable tool in

¹ E.D. Hirsch. *The Schools We Need and Why We Don't Have Them*. New York: Anchor Books, 2003.

² This approach is modeled after that at Roxbury Preparatory Charter School. For more detail please see www.roxburyprep.org.

many of the highest performing middle and high schools throughout the country and is a critical component of our school design.

- *Constant Support - No Excuses:* In addition to the instruction that teachers will deliver in their classrooms, Homework Center and tutoring will provide additional time to ensure students master the material and meet the school's high expectations.
- *Working with a Sense of Urgency:* Teachers and administrators must always maintain a high level of urgency. The school must be filled with a sense of immediacy, particularly with a middle school population that is challenged to remediate two or three years of skill and content acquisition within the first year. Therefore, teachers will not waste a minute of instructional time. From the second class begins, they will start a Do Now, flow right into the lesson, and work until it is time for the next class to begin.

1.2 Geographic Boundaries

Columbus Collegiate Academy -West will enroll students that reside in the Columbus City Schools district and adjacent districts.

Columbus Collegiate Academy – West will accept all grade-level eligible students from within Columbus' geographic boundaries. However, we will target our enrollment strategies to students in low-income communities in the zip codes of 43204, 43222, 43223, and 43228, particularly those students that live in the Greater Hilltop neighborhood.

1.3 Curriculum and Instruction

All of the curricular standards for CCA-West are directly aligned with the Ohio Academic Content Standards. Where necessary for college preparation, CCA-West curricula will exceed these standards in a manner that is age-appropriate and simultaneously ensures the mastery of basic skills. More instructional time and a focused, accountable school culture will allow for this intensified pace.

Columbus Collegiate Academy - West will adopt the curriculum development process of the original Columbus Collegiate Academy campus, a high-performing charter middle school on the eastside of Columbus. Through this process, teachers use state tests, state standards (from Ohio and other states), and national curricular resources to develop standards for each course. From these standards, teachers complete Understanding by Design Unit Plans for each course. These include student learning goals for each standard, teaching activities to reach these standards, and assessments (both questions and full assessments). Using these assessment questions, teachers create Trimester Comprehensive Exams for every class, all before the start of school.

To accompany this standards-based curriculum planning process, CCA-West faculty will have access to nationally-recognized curricula for use in developing the teaching activities portion of the unit plan. These curricula are listed in the subject-specific sections of this narrative.

Classroom-based learning opportunities are described throughout this Exhibit, and include but are not limited to instruction in the subjects set forth below, tutoring opportunities, and student projects. Non-classroom based learning opportunities include college visits, high school visits, high school student shadow days, High School Fair, College Prep Family night, and Family Reading Night.

Reading

Reading proficiency is essential to the mastery of all academic subjects. Students of CCA-West must graduate reading at or above grade level in order to be successful in high school and college. Throughout their education, students will read classical texts from diverse cultures in fiction, non-fiction, and poetry. Teachers will develop unit plans based on the skill level of their students, including grade-appropriate novels, poetry, short stories, and regular assessment of reading comprehension skills. In the 6th grade, students will receive intensive phonics and phonemic awareness instruction to meet the needs of students who are reading below grade level.

To ensure teaching activities are consistent with best practices for reading instruction, CCA-West teachers will use the Holt sequence *Elements of Literature* which are endorsed by the literacy department at the original Columbus Collegiate campus. Using these textbooks alongside of the unit planning process will ensure an effective, standards-based approach to reading.

Writing

Written expression is closely linked with success in college-preparatory high schools and higher education. Students will master the writing of 5-paragraph essays in all five genres: expository, narrative, persuasive, literary response, and correspondence. Students will master grammar and mechanics.

Teachers will develop CCA-West standards for writing using the Ohio Academic Content Standards and the item-analysis of nationally-recognized writing tests described at the beginning of this section. To generate teaching activities, however, teachers will most likely use a combination of two widely-accepted writing programs: Step Up to Writing and 6+1 Trait.

Step Up to Writing is a logically sequenced writing program, commonly used in schools across the country, developed by Maureen Auman. The direct instruction and modeling used by teachers to improve student skills is consistent with our instructional methods throughout the school. The guided practice and independent practice that follow appropriately match the sequence of activities in other CCA-West classes. Further, Step Up to Writing includes many opportunities for teachers to lead students through an authentic writing process, including editing and revisions. The Step Up to Writing program includes instruction and materials for all five genres of writing listed above.

As appropriate, we will also make use of the 6+1 Trait Writing Program, which clearly outlines seven areas of writing which will be taught explicitly. In particular, 6+1 Trait provides valuable writing assessments that will evaluate and complement the Step Up to Writing Program, and are closely aligned to Ohio's standards. As CCA-West's curricular philosophy is based primarily on regular assessment, this resource will be especially important to assure accurate, authentic writing assessment.

Mathematics

Columbus Collegiate Academy – West students will ALL master algebra in the 8th grade. This goal requires a 7th grade Pre-Algebra course for all students and intensive 6th grade courses in general mathematics. Such a program prepares students for a college-preparatory high school curriculum that includes calculus by 12th grade.

Standards for each year of the mathematics curriculum will be developed using the Ohio Academic Content Standards and the item-analysis of assessments. To ensure teaching activities are consistent with best practices for math instruction, CCA-West teachers will use the Holt sequence of mathematics textbooks, including Courses 1, 2, and 3 as appropriate, Pre-Algebra, and Algebra. These texts are fully aligned with Ohio state standards, and are endorsed by the mathematics department at the original

Columbus Collegiate Academy campus. Using these textbooks alongside of the unit planning process will ensure an effective, standards-based approach to mathematics.

Science

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

Along with standards-driven science curriculum developed under the leadership of the School Director, we will also draw strategically from the FOSS program. Research has shown that “the best way for students to appreciate the scientific enterprise, learn important scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiries, investigations, and analyses.”³ The FOSS program engages students in these processes as they explore the natural world and has had tremendous results with students in diverse and underserved communities.⁴ It guides students through intensive reading and hands-on interaction with scientific ideas and concepts. Where there are gaps in the FOSS program in relation to CCA-West and state standards, teachers will supplement the curriculum as appropriate.

History

To ensure that CCA-West graduates have the critical research, thinking, and writing skills necessary for high school history, all students will study a wide range of historical content and research. The sequence of courses will include Regions and People of the Eastern Hemisphere in 6th grade, World Studies from 750 B.C. to 1600 A.D.: Ancient Greece to the First Global Age in the 7th grade, and U.S. Studies from 1492 to 1877: Exploration through Reconstruction in the 8th grade. This sequence aligns with that of the Ohio standards. In addition, all students will research, write, and orally present a ten-page thesis paper in the 8th grade.

Physical Education

Columbus Collegiate Academy – West’s physical education program is designed to keep students active, fit, and healthy. It will also be used as a time to reinforce the school’s culture. Students will be encouraged to participate in group activities, try new sports, and challenge themselves. The school’s standards will be aligned with state and national standards.

College Preparation

Integrated within our curriculum is a strong focus on college preparation. The Founding Board understands that even with the most rigorous academic curriculum, there are practical concerns that must be addressed before entering college. Therefore, beginning in the 6th grade, students will have college preparation curriculum interwoven into their college visits to address practical concerns like entrance requirements or expectations of their dream schools, scholarship information, geographical location of their potential schools, majors and minors offered at different locations, and college graduation requirements.⁵ This practical knowledge will allow students and families to plan accordingly as they prepare for college. In CCA-West’s third year, the school anticipates hiring a Director of High School Placement whose primary focus will be to do the following: facilitate the incorporation of high school and

³ Shamansky, J.A., Hedges, L., Woodworth, G., (1990), “A Reassessment of the Effects of Inquiry-Based Science Curricula of the 60’s on Student Performance,” *Journal of Research on Science Teaching*, 27(2): 127-144.

⁴ Klentschy, M., Garrison, L., and Amaral, O., “Four-Year Comparison of Student Achievement Data 1995-1999,” Valle Imperial Project in Science (VIPS): National Science Foundation Grant #ESI-9731274.

⁵ Students that follow the STRIVE values will attend high school and college visits once a trimester.

college readiness skills and methods into classrooms; support the high school admission process; and over time, support our alumni and create a strong alumni network. This person will facilitate school-wide professional development on how to talk about college and excite students about college in every class. S/he will work closely with individual students and families throughout the high school application process, develop relationships with a variety of high schools, and with CCA-West's returning alumni, will support the college application process as needed. This role is pivotal in CCA-West's ability to reach the school's goal of sending all students to demanding high schools and colleges.

Community Meetings

Community Meetings will be held on Fridays when the school will meet as a whole and highlight successes and challenges within the school environment. The meetings will be led by faculty and staff but will also provide leadership opportunities for students. During Community Meetings, individual students and classes will be rewarded for their accomplishments throughout the week.

Enrichment

After the academic day, students will be able to participate in Enrichment groups which may include, but are not limited to: basketball, soccer, student government, and computer literacy.

Technology

Technology will play a role in the curriculum and assessment program at Columbus Collegiate. Students will take the NWEA Measures of Academic Progress and the Scholastic Reading Inventory three times each year. These assessments will be used to monitor student growth in reading, language, math, and science. Reading teachers will utilize Scholastic's ReadAbout non-fiction reading program as a part of the reading curriculum. Students will also utilize various Microsoft Office programs such as Word, Excel, and PowerPoint in their classes. Specific emphasis will be put on this training for 8th graders as they prepare to attend high-performing high schools.

Academic Standards

Columbus Collegiate Academy-West believes in using state standards as a template for designing specific internal standards that will clearly identify exactly what our students should know and be able to do, based on the expectations of state and national standards organizations, and our own faculty. Teachers will use a detailed item-analysis process of assessments, including released OAA items and SSAT and ISEE tests to identify precise skills and content that students need for success. Columbus Collegiate standards will be created by blending Ohio standards with these skills and content. From these standards, teachers will plan learning activities and plan how they will assess mastery of each standard. Teachers will develop unit and trimester assessments before the school year starts, guaranteeing a high degree of accountability to teaching the necessary material.

All students will meet or exceed the standards articulated by the state of Ohio; however, to ensure the greatest degree of rigor in all content areas we will supplement Ohio standards with those from Massachusetts.

To ensure that CCA-West standards are challenging and content-rich, CCA-West will consult with other high performing charter schools in Ohio and around the country, including Columbus Collegiate Academy, the highly successful original campus. This will allow CCA-West to develop content and performance standards that lay a solid foundation to prepare all students to excel in high school and college.

1.4 Target Population

A small school size is critical to CCA-West's mission of college preparation. The experiences of highly successful urban charter schools serving a similar population indicate the foundational importance of small school size. Findings such as those of the Matthew Project indicate that "regardless of state, the relationship between achievement and socio-economic status is substantially weaker in the smaller schools than in the larger schools."⁶

As noted above, Columbus Collegiate Academy – West will accept all grade-level eligible students from within Columbus's geographic boundaries. However, the school will target enrollment strategies to students in low-income communities in and around the Hilltop neighborhood on the west side of Columbus. The ideal target student population is low income students that do not currently have college preparatory, public school options.

1.5 School Calendar and Daily Schedule

For children to learn more, they must be provided with more time to learn. Columbus Collegiate Academy-West's academic calendar will provide for an extended school day which has been proven effective in urban settings with low-performing public school students.⁷ Students therefore will have the support and time needed to prepare for rigorous high school programs. Enrichment programs, tutoring, and homework support will enhance the school day, providing students with an in-depth knowledge of the curriculum and the confidence to achieve in a high-expectation environment.

In an impoverished community with established schools performing below state averages and students below proficient levels, CCA-West must redouble efforts to ensure urban students bridge the gap between their performance and that of their suburban counterparts. Columbus Collegiate Academy - West will provide two blocks of literacy and math per student per day. Daily in-school tutoring will bolster this effort for students who require even more instructional and support time. Eleven full days will be dedicated to providing all staff Professional Development and collaboration opportunities, with dedicated time to review ongoing student achievement data, share effective teaching practices, and review curriculum and assessment development. Teachers will have two planning periods each day. Teamwork and grade level planning will be an integral part of the staff culture at CCA-West.

The school year for the staff begins in mid-July with a four-week Summer Institute. Students will participate in a three-day orientation prior to the beginning of core academic instruction. This orientation will introduce students to the culture of high expectations and no excuses at CCA-West and will provide direct instruction and practice of school-wide expectations, procedures, and routines.

Students will be divided into four grade-level advisories; students within an advisory will have the same schedule throughout the day. This will provide simplicity in scheduling and group camaraderie. All students will have the opportunity to begin daily homework assignments at the end of each day with a teacher's support. All students will have enrichment opportunities after the regular academic day has ended. These activities might include basketball, soccer, student government, computer literacy, and others, and offer students a chance to explore their individual interests within a structured group setting, as well as build communication skills and confidence in achievement.

The school is based on a trimester schedule. Each trimester lasts between 55-60 days and ends with comprehensive trimester exams. Teachers will compile test and class grades promptly, and report cards will be picked up at school by parents one week following trimester exams at parent-teacher conferences.

⁶ Howley, Craig B., Bickel, Robert. "The Matthew Project: National Report." Ohio University, Marshall University, *Appalachia Educational Lab*, August 25, 1999. Retrieved from ERIC Digest, page 5.

⁷ Dodd, Catherine, Wise, Donald. "Extended-day programs: Time to learn." *Leadership*, 2002.

Progress reports will be sent home three times each trimester. Columbus Collegiate Academy – West will end its academic year with parent-teacher conferences followed by a school and family barbeque to foster school culture and celebrate the year’s successes.

1.6 Special Student Populations

Students with Learning Disabilities

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

Columbus Collegiate Academy-West believes that all students regardless of ability can achieve academically. The school will provide students with disabilities with a Free and Appropriate Public Education (FAPE), and to ensure that all students’ needs are well met, CCA-West will hire teaching staff who have the appropriate special education licensure issued by the Ohio Department of Education, and a Special Education Director to work closely with the Director of Curriculum and Instruction and all teachers and students to provide accommodations and modifications as needed.

The Special Education Director will also maintain records and adhere to the following processes to ensure that Columbus Collegiate meets every student’s needs⁸:

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

⁸ In year one and two, the School Director will oversee the maintenance of records and all processes articulated here.

Limited English Proficiency (LEP) Program

Columbus Collegiate Academy-West will serve its LEP students in accordance with all applicable Federal Laws and Regulations and in compliance with Ohio law. LEP students are subject to all state testing requirements.

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

- Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.
- Columbus Collegiate Academy-West will identify students whose primary language or home language is other than English (PHLOTE).
- Students whose dominant language is not English will receive an assessment of English proficiency using instruments and techniques approved by the district and likely to include the Language Assessment Scales (LAS).
- Educational programs will be responsive to these specific needs and in compliance with state and federal guidelines.
- Columbus Collegiate Academy – West will report the number of LEP students attending the school to the district and the state.

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

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

Structured English Immersion

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

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

The academic program at CCA-West is well prepared for high performance for Limited English Proficient Learners. Most prominently, students will receive 100 minutes of literacy instruction each day, which may include instruction in phonemic awareness and phonics. The double literacy periods will also allow for LEP pull-outs as needed.

Gifted Students

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

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

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

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

Homeless Students

Columbus Collegiate Academy – West believes that all school-aged students, including homeless students, have a basic right to attend school and to have equal educational opportunities. The school shall comply with the McKinney Vento Act and, to the extent that the school receives assistance from the Federal Program for Education for Homeless Children and Youth, shall comply with requirements to coordinate services for homeless students with local social service agencies and programs, including those funded under the Runaway and Homeless Youth Act.

1.7 School-Specific Goals and Objectives

Academic Goal Statement 1: Students at CCA-West will become competent readers of the English language.

Measurable Target(s) with Metric(s):

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

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

Measurable Target(s) with Metric(s):

- (a) 75% of students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Writing Ohio Achievement Assessment in 7th grade.⁹
Metric: Writing OAA
- (b) A greater percentage of students enrolled in the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Writing Ohio Achievement Assessment than students from Columbus City Schools. *Metric: Writing OAA*

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

Measurable Target(s) with Metric(s):

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

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

Measurable Target(s) with Metric(s):

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

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

Measurable Target(s) with Metric(s):

- (a) 75% of CCA-West students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Social Studies Ohio Achievement Assessment in 8th grade.¹⁰ *Metric: Social Studies OAA*
- (b) A greater percentage of CCA-West students enrolled in the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Social Studies Ohio Achievement Assessment than students from Columbus City Schools. *Metric Social Studies OAA*
- (c)

⁹ The Ohio Department of Education has suspended the 7th grade writing OAA due to budget constraints.

¹⁰ The Ohio Department of Education has suspended the 8th grade social studies OAA due to budgetary constraints.

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

Measurable Target(s) with Metric(s):

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

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

Measurable Target(s) with Metric(s):

- (a) Approved school budgets for each school year will demonstrate sound allocation of resources in support of the school's mission. *Metric: The Board of Trustees will create a Finance Committee that will monitor and approve all monthly and annual budgets.*
- (b) Each year the school will provide annual balanced budgets with consistent cash reserves. *Metric: The Board of Trustees will create a Finance Committee that will monitor and approve all monthly and annual budgets.*
- (c) Yearly audits performed by the office of the Auditor of Ohio will show the school's sound fiscal management of public resources meet or exceed GAAP. The findings of these audits will be submitted in a timely manner to the sponsor and the Legislative Office of Education Oversight or any other requesting state agency or office. *Metric: The Board of Trustees will create a Finance Committee that will secure an audit performed by the office of the Auditor of Ohio.*

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

Measurable Target(s) with Metric(s):

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

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

Measurable Target(s) with Metric(s):

- (a) 50% or more of students who attend CCA-West for three consecutive years will enroll in college preparatory high schools. The number of students attending college preparatory schools will increase, on average, five percent per year until 100% is achieved. *Metric: The Community*

School will track the high schools into which the graduating eighth graders enroll. High schools in which 75% of their graduates matriculate to college will be considered college preparatory.

- (b) In a survey given to parents of 8th grade students who have attended CCA-West for three consecutive years, 80% will agree or strongly agree with the statement, “Columbus Collegiate Academy – West prepared my child for success in high school.” *Metric: The Community School will administer parent surveys annually.*

1.8 Academic Assessment

For the school to ensure dramatic academic results, student academic progress must be measured and analyzed frequently, and action plans must then be efficiently and effectively put into place. Columbus Collegiate Academy – West will administer all state mandated assessments and will use those results to inform the school’s development over time. The school will also implement the NWEA Measures of Academic Progress, a national, computer-adaptive assessment administered in September, December, and May to monitor student progress and to provide comparative analysis with a local and national cohort. The School Director will lead teachers in the development and review of end-of-trimester exams that identify those specific skills and content knowledge students must master at discreet points in time in each subject and at each grade level. The trimester exams will align with state and national standards and reflect the structure of questions used on the Ohio Achievement Assessment, with the goal of preparing our students to enter and succeed in demanding high schools.

- *Ohio Achievement Assessment (OAA):* Columbus Collegiate Academy – West will administer the OAA assessments in every year as required. The school will use the OAA, a criterion-referenced assessment, to evaluate the effectiveness of the educational program as described in our Accountability Plan. OAA scores will be used by the state to determine that Adequate Yearly Progress (AYP) has been met across all qualified demographic groups and to determine the School Report Card rating. OAA scores will be used by CCA-West to determine whether academic goals, set out in the Accountability Plan, have been met. The OAA will drive the school’s internal assessment system, specifically informing the scope and sequence of study and the creation of internal end-of-trimester assessments.
- *Northwest Educational Association Measures of Academic Progress (NWEA MAP):* Columbus Collegiate Academy – West will administer the NWEA, a national adaptive test of foundational skills, in September, December, and May of each school year. The test administered upon enrollment will provide a benchmark score against which all future academic growth can be measured per student and per cohort. Ongoing test results will allow a comparative analysis on a local, state, and national level.
- *Trimester Comprehensive Exams (Comps):* During summer institute, teachers at Columbus Collegiate Academy – West will examine the content and skills that must be mastered in each core subject at each grade level, conduct an item analysis of all assessments students must successfully master, and then divide all standards, skills, and content knowledge into three separate trimesters of study. Under the direction and leadership of the School Director, teachers will create individual trimester exams in each core subject that align with Ohio Academic Content Standards. Teachers will then create three trimester sequences of study that will guide instruction throughout the year and prepare students for these cumulative assessments. Trimester Comps will be administered in November, February, and May. To ensure rigorous exams that accurately evaluate mastery of the Ohio Academic Content Standards, the School Director will monitor the process of developing, standardizing, and implementing all exams, as well as their alignment with individual learning units.

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

These three measures will allow CCA-West to effectively measure and report student achievement on an absolute scale (OAA and Trimester Comps), within year student gains/losses (NWEA and Trimester Comps) and year-to-year student gains/losses (NWEA and OAA). Results from Trimester Comps will affect student grades and be included on trimester report cards. Results from the NWEA and OAA will be included in aggregate in CCA-West's annual report. In addition, the School Director will deliver an academic report outlining all of these measures to the Board of Trustees two times each year.

1.9 School Climate and Discipline

School climate and discipline are addressed in the four core values set forth in A.1, above. Specific details regarding discipline will be included in the Student and Family Handbook.

EXHIBIT 2: FINANCIAL PLAN

EXHIBIT 2: FINANCIAL PLAN

2.1 Budget

The proposed five-year budget for Columbus Collegiate Academy – West, subject to change per approval of the CCA-West governing board, follows.

CCA - West											
5 Year Summary	2012-13	2013-14	2014-15	2015-16	2016-17	Total:					
Total Revenue	\$891,857	\$1,593,714	\$2,390,571	\$2,390,571	\$2,390,571	\$9,657,284					
Total Expenses	\$699,958	\$1,382,324	\$2,057,899	\$2,097,522	\$2,135,949	\$8,373,651					
Over/(Under)	\$191,899	\$211,390	\$332,672	\$293,049	\$254,622	\$1,283,633					
Total Enrollment	100	200	300	300	300	300					
5 Year Projected Budget	2012-13	2013-14	2014-15	2015-16	2016-17						
REVENUE											
State Revenue											0
State Foundation	\$565,300	\$1,130,600	\$1,695,900	\$1,695,900	\$1,695,900	\$6,783,600					
PBA	\$33,660	\$67,320	\$100,980	\$100,980	\$100,980	\$403,920					
Special Education	\$33,918	\$67,836	\$101,754	\$101,754	\$101,754	\$407,016					
Parity	\$5,600	\$11,200	\$16,800	\$16,800	\$16,800	\$67,200					
Food Service	\$47,500	\$95,000	\$142,500	\$142,500	\$142,500	\$570,000					
Other	0	0	0	0	0	0					
Total State Revenues	\$685,978	\$1,371,956	\$2,057,934	\$2,057,934	\$2,057,934	\$8,231,736					
Federal Revenue											
CCIP											

Title I	\$68,000	\$136,000	\$204,000	\$204,000	\$204,000	\$816,000
Title I ARRA	\$0	\$0	\$0	\$0	\$0	\$0
Title I SI	\$0	\$0	\$0	\$0	\$0	\$0
Title II-A (PD)	\$4,260	\$8,520	\$12,780	\$12,780	\$12,780	\$51,120
Title II -D (Tech.)	\$2,496	\$4,992	\$7,488	\$7,488	\$7,488	\$29,952
Title III (LEP & Immigrant)	\$0	\$0	\$0	\$0	\$0	\$0
Title IV (Safe & Drug Free)	\$1,420	\$2,840	\$4,260	\$4,260	\$4,260	\$17,040
Title V (Innovative Ed)	\$785	\$1,570	\$2,355	\$2,355	\$2,355	\$9,420
Title VI (Rural Ed)	\$0	\$0	\$0	\$0	\$0	\$0
IDEA-B (Spec. Ed)	\$33,918	\$67,836	\$101,754	\$101,754	\$101,754	\$407,016
SFSF	\$0	\$0	\$0	\$0	\$0	\$0
PCSP	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0
Total Federal Revenues	\$110,879	\$221,758	\$332,637	\$332,637	\$332,637	\$1,330,548
Total Fundraising Revenues	\$95,000	\$0	\$0	\$0	\$0	\$95,000
TOTAL REVENUE	\$891,857	\$1,593,714	\$2,390,571	\$2,390,571	\$2,390,571	\$9,657,284
EXPENSES						
Administrative Personnel Costs*						0
Executive Management	\$27,000	\$45,000	\$46,125	\$48,524	\$49,737	\$216,386
Instructional Management	\$65,000	\$66,655	\$68,291	\$69,998	\$71,748	\$341,692
Deans, Directors & Coordinators	\$0	\$50,000	\$196,250	\$201,156	\$206,184	\$653,590

CFO/Director of Finance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operations/Business	\$15,600	\$26,000	\$26,650	\$27,316	\$27,999	\$123,565		
Administrative Staff	\$30,000	\$30,750	\$31,519	\$32,307	\$33,114	\$157,690		
Other	\$0	\$0	\$0	\$0	\$0	\$0		
Total Administrative Personnel Costs	\$137,600	\$218,405	\$368,835	\$379,301	\$388,782	\$1,492,923		
Instructional Personnel Costs*								
Teachers - Regular	\$210,000	\$476,001	\$728,150	\$756,604	\$775,519	\$2,946,274		
Teachers - Special Ed	\$0	\$38,333	\$41,000	\$42,025	\$43,075	\$164,433		
Substitute Teachers	\$0	\$0	\$0	\$0	\$0	\$0		
Teaching Assistants	\$0	\$0	\$0	\$0	\$0	\$0		
Specialty Teachers	\$0	\$0	\$0	\$0	\$0	\$0		
Aides	\$0	\$0	\$0	\$0	\$0	\$0		
Therapists & Counselors	\$0	\$0	\$0	\$0	\$0	\$0		
Other	\$0	\$0	\$0	\$0	\$0	\$0		
Total Instructional Personnel Costs	\$210,000	\$514,334	\$769,150	\$798,629	\$818,594	\$3,110,707		
Non-Instructional Personnel Costs*								
Nurse	\$0	\$0	\$0	\$0	\$0	\$0		
Librarian	\$0	\$0	\$0	\$0	\$0	\$0		
Custodian	\$0	\$0	\$0	\$0	\$0	\$0		
Security	\$0	\$0	\$0	\$0	\$0	\$0		
Other	\$0	\$0	\$0	\$0	\$0	\$0		
Total Non-Instructional Personnel Costs	\$0	\$0	\$0	\$0	\$0	\$0		
Subtotal # personnel*	\$0	\$0	\$0	\$0	\$0	\$0		
Subtotal Personnel Costs	\$347,600	\$732,739	\$1,137,985	\$1,177,930	\$1,207,376	\$4,603,630		

Payroll Taxes & Benefits													
Payroll Taxes & Benefits	\$8,690	\$18,318	\$29,475	\$29,448	\$30,184	\$116,116							
Employee Benefits	\$55,616	\$117,238	\$188,638	\$188,469	\$193,180	\$743,141							
Retirement/Pension	\$0	\$0	\$0	\$0	\$0	\$0							
STRS/SERS	\$41,712	\$87,929	\$141,478	\$141,352	\$144,885	\$557,356							
Total Payroll Taxes & Benefits	\$106,018	\$223,485	\$359,591	\$359,269	\$368,250	\$1,416,612							
Contracted Services													
Accounting/Audit	\$28,000	\$40,000	\$45,000	\$45,000	\$45,000	\$203,000							
Legal	\$8,000	\$8,200	\$8,405	\$8,405	\$8,405	\$41,415							
Treasurer	\$0	\$0	\$0	\$0	\$0	\$0							
Data Reporting	\$4,560	\$5,000	\$5,000	\$5,000	\$5,000	\$24,560							
Management Company Fee	\$0	\$0	\$0	\$0	\$0	\$0							
Nurse/Health Services	\$0	\$0	\$0	\$0	\$0	\$0							
Food Service/School Lunch	\$47,500	\$95,000	\$142,500	\$142,500	\$142,500	\$570,000							
Payroll	\$0	\$0	\$0	\$0	\$0	\$0							
Special Education	\$14,000	\$16,000	\$7,500	\$7,500	\$7,500	\$52,500							
Sponsorship Fee	\$0	\$0	\$33,918	\$33,918	\$33,918	\$101,754							
Other	\$0	\$0	\$0	\$0	\$0	\$0							
Total Contracted Services	\$102,060	\$164,200	\$242,323	\$242,323	\$242,323	\$993,229							
School Operations													
Board Expenses	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$10,000							
Classroom/Teaching Supplies	\$0	\$5,000	\$7,500	\$7,500	\$7,500	\$27,500							
Special Education Supplies & Materials	\$0	\$0	\$0	\$0	\$0	\$0							
Textbooks/Workbooks	\$0	\$5,000	\$7,500	\$7,500	\$7,500	\$27,500							
Supplies & Materials Other	\$0	\$10,000	\$15,000	\$15,000	\$15,000	\$55,000							

Equipment/Furniture		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone		\$2,400	\$10,000	\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$51,400
Technology		\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$120,000
Student Testing & Assessment		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
Field Trips		\$3,000	\$6,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$39,000
Transportation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Services (Other)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Expenses		\$3,600	\$7,200	\$10,800	\$10,800	\$10,800	\$10,800	\$10,800	\$43,200
Staff Development		\$30,500	\$22,500	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$161,000
Staff Recruitment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Student Recruitment/Marketing		\$0	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
School Meals		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel (Staff)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fundraising		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Total School Operations		\$44,000	\$125,200	\$159,300	\$159,300	\$159,300	\$159,300	\$159,300	\$647,100
Facility Operation & Maintenance									
Insurance		\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$37,500
Janitorial		\$14,250	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$124,250
Building and Land Rent/Lease		\$43,330	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000	\$52,000	\$251,330
Repairs & Maintenance		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Equipment/Furniture		\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Security		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$6,000
Utilities		\$24,000	\$36,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$204,000
Total Facility Operation & Maintenance		\$100,280	\$136,700	\$158,700	\$158,700	\$158,700	\$158,700	\$158,700	\$713,080

TOTAL EXPENSES	\$699,958	\$1,382,324	\$2,057,899	\$2,097,522	\$2,135,949	\$8,373,651
UNDER/(OVER)	\$191,899	\$211,390	\$332,672	\$293,049	\$254,622	\$1,283,633

2.2 Financial Management

The Board of Trustees will assume responsibility for ensuring that the fiduciary duties associated with the receipt and disbursement of public funds and the responsibilities associated with state employment are faithfully undertaken.¹¹ They will establish sound and fiscally prudent policies pertaining to fiscal management and create and review controls that minimize the chance for unethical and unsound practices to occur. The Board will choose an Executive Director who will be responsible for overseeing the day-to-day implementation of the financial policies and procedures.

Whereas the Board will have financial oversight, the Executive Director will have primary responsibility for *managing* the financial operations of the school and ensuring that all internal financial controls are established and upheld. S/he will work closely with the Board Treasurer to ensure that all monies are being properly allocated and recorded. The Board intends to contract its accounting and payroll and financial reporting services.

Contracted services may include, but may not be limited to:

Basic Financial Management Services

1. Comprehensive financial assessment and strategic priority recommendations
2. Cash flow management
3. Monthly financial reviews for the Executive Director and Board
4. Best-case models for financial planning, negotiations, and monitoring systems
5. Preparation of Five-Year Financial Plan
6. Benchmarking on operating functions of other comparable schools
7. Oversight and retain strict controls on budget modifications
8. Facilitating the preparation of independent GAAP report
9. Mid-Year and End-of-Year Financial Reviews.

Basic Treasurer Services

1. Budget preparation and ongoing management evaluations
2. Preparing payroll on semi-monthly or bi-monthly basis
3. Providing monthly check of receivables and payables
4. Presenting monthly fund balances for each restricted / non-restricted fund
5. Filing Federal 941 deposits, Ohio and City returns
6. Reconciling bank statements monthly
7. Ensuring the accommodation of SERS/STRS requirements
8. Filing FUTA and Medicare payments
9. Completing all required financial EMIS data
10. Overseeing school investments
11. Providing monthly, year-to-date, budget/actual reports

CCIP Grant Management

1. Plan development support
2. CCIP budget preparation
3. Ongoing monitoring and budget revisions

¹¹ The Board of Trustees will fully develop the Financial Management and Accounting Procedures Manual upon charter approval.

4. Final Expenditure report preparation

EMIS and CSADM Management

1. Compliance data submission and monitoring for EMIS and CSADM
2. Monthly reporting of Average Daily Membership and monitoring

Internal controls and provisions pertaining to administrative and financial operations include the following:

- *Annual Budgeting:* CCA-West's fiscal year will run from July 1st through June 30th. The Executive Director and contractor will have responsibility for planning a detailed budget and cash flow statement each year. The initial drafts of the budget and cash flow statements will be reviewed by the Board's Finance Committee and the Chair before being presented to the full Board for approval. The Board will review and approve the budget at least one full month before the beginning of the new fiscal year.
- *Internal Controls:* The Board of Trustees is intent on establishing a system of internal control policies that when executed will ensure the practice of sound fiscal management practices. These controls will comply with generally accepted accounting principles for non-profit organizations. We also want to ensure that the reports and data generated from these controls are accurate and useful in effectively managing the financial needs of the organization. Areas requiring specific internal controls may include, but are not limited to:
 - *Cash Receipts:* All deposits received for CCA-West will be properly received, deposited, and recorded by an individual delegated by the Executive Director. All records will be promptly reconciled. All monies will be kept under the strictest security provisions we can provide and all cash received will be deposited within the same day.
 - *Cash Disbursements:* We will ensure that all monies paid or withdrawn are authorized, used exclusively for business purposes, and are properly recorded and reconciled. These controls include purchase orders and use of the school's credit cards and other credit accounts.
 - *Petty Cash:* The use of Petty Cash and the availability to these funds will be restricted and limited. The use of petty cash will not be a standard practice – employees will be encouraged to complete a reimbursement sheet and attach receipts for minimal purchases. When used petty cash will be properly recorded and reconciled, will require a signature from the receiver and permission for an authorized administrator. Receipts will also be required to be submitted within a specific timeframe or the monies will be expected to be returned.
 - *Payroll:* We will ensure that all payroll monies paid will be accurate and with proper authorization disbursed to the parties intended. All payroll disbursements will be properly recorded, comply with all laws and applicable tax regulations, and be properly reconciled.
 - *Grants, Gifts and Bequeaths:* CCA-West will ensure that all grants, gifts and bequeaths are monitored, properly recorded and comply with all legal requirements and related restrictions. All checks representing grants or gifts will be promptly deposited.

- *Fixed Assets:* We will ensure that all fixed assets are properly acquired, their value is properly recorded and that provisions will be set to ensure that assets are safeguarded. We will mandate that no asset be disposed of without proper authorization.
- *Check Signatures:* We will ensure that all checks issued by the school be signed and authorized by the Executive Director. All check register will be maintained so that cash flow projections can be properly maintained. Checks over \$5000 will require an additional signature.
- *Deposits:* We will ensure that all deposits are properly recorded, safeguarded, and reconciled.
- *Personnel Policies:* We will develop and approve all personnel policies including but not limited to salary levels, vacation, overtime, paid time off, grievance procedures, severance pay, merit increases, bonuses, and other personnel matters. These policies will be developed by the Executive Director with Board approval and will be reviewed annually.
- *Plans and Commitments:* Columbus Collegiate will ensure that monies are not spent on plans and commitments that are not reflected in the budget. In the event that an unexpected expense arises, the Executive Director will review the budget and make a recommendation to the Treasurer and Finance Committee on how to address. Modifications of the budget must be approved by the Board. Provisions will be developed for emergency situations.
- *Bank Statement Reconciliation:* Each month's bank statements will be reconciled by the Executive Director and Board Treasurer. A system of controls will be established to prevent the embezzlement, corruption, and mismanagement of funds.

The above is not intended to be a fully inclusive list, and the specific procedures described in each area above are subject to change; additional systems will be developed as directed by the Board. A Financial Management and Accounting Procedures manual will be developed internally to fully outline controls, levels of authority and overall expectations of staff, teachers, accountants, and the Executive Director. These procedures will be fully outlined and developed in greater detail during the planning year by the Board in collaboration with the Executive Director.

The manual and controls/procedures will be reviewed annually. Any interim changes will be submitted to the Finance Committee and presented to the full Board for approval.

Maintaining Effective Controls

The Executive Director will have primary responsibility for overseeing the school's fiscal operations. The Executive Director will contract for services to assist with the responsibilities of financial management and reporting. The Executive Director will closely monitor cash flow and all regulations and compliance issues pertaining to school funding.

Fiscal Accountability

All Board members and administrators of CCA-West who have delegated authority over financial management issues will be required to attend training on finance management. The training will include basic principles of accounting and information pertaining to financial controls, reading balance sheets, income statements and cash flow statements.

Annual Audits

Columbus Collegiate Academy – West intends to hire a third party to conduct an annual audit. The auditor will be a certified public accountant who will audit the financial records in accordance with generally established accounting principles.

Use of State Administrative and Financial Systems

To the extent possible, the Board of CCA-West intends to use the state’s administrative and financial systems.

Fundraising

Fundraising will be led primarily by the Founder and Executive Director, with assistance of the board, as necessary.

Budget oversight

Columbus Collegiate Academy – West will follow general accounting principles and all relevant federal, state, and local laws for proper accounting and reporting. Specifically:

- Columbus Collegiate Academy - West will balance its budget in each fiscal year of operation.
- Columbus Collegiate Academy - West will produce monthly statements of revenue and expenditures, including comparisons to approved annual budgets. The Executive Director and the Finance Committee of the Board of Trustees will review these statements monthly. These statements will be shared with the full Board and with the Fordham Foundation as needed.
- At the conclusion of each fiscal year, Columbus Collegiate Academy – West will hire a qualified firm to do a comprehensive, independent audit of the financial practices of the school. In accordance with this practice, the first audit will take place after the conclusion of year 1 of operation, and so appears in the budget under year 2.
- Columbus Collegiate Academy – West will meet all Ohio Department of Education requirements for the reporting of financial information.

2.3 Transportation, Food Service, Other Partnerships

Columbus Collegiate Academy – West may work with school districts and/or other entities for the provision of transportation services and food service.

2.4 Insurance

Columbus Collegiate Academy-West will maintain insurance in accordance with this Contract.

EXHIBIT 3: GOVERNANCE PLAN

EXHIBIT 3: GOVERNANCE PLAN

3.1 Governing Body

Columbus Collegiate Academy - West is led by the Board of Trustees which governs the school and is responsible for ensuring that the school fulfills its mission, is faithful to its charter, and remains financially viable. This Board, ultimately to be composed of at least five members, and will hold the charter of Columbus Collegiate and ensure accountability to its mission. Priority selection of Trustees will be from members of the Founding Board. This Board will be composed of a diverse, talented group of Columbus professionals, including community leaders, business leaders, business owners, participants with technical skills in the areas of law, real estate, finance, and fundraising, and residents of west Columbus. Such a board is desirable to provide independent governance for Columbus Collegiate by a broad coalition of qualified leaders.

The board will meet in accordance with the schedule as approved by the Trustees, and will adhere to Ohio's Open Meetings and Open Records Acts.

The board will maintain standing committees that may include, but not be limited to the following:

Governance Committee: will cultivate relationships with potential new trustees, present a slate of nominees to the full board for selection, and orient new trustees to the business of the board and the school. The governance committee will always recruit new trustees according to the best interests of the school. Potential trustees will include community leaders, business leaders, business owners, and individuals contributing necessary skills to the operations of the board.

Accountability Committee: will monitor the school's academic progress, using the academic and community goals of the Accountability plan as a guide. The Accountability Committee will ensure that the school meets academic goals, including Adequate Yearly Progress (AYP) under NCLB, and that academic progress is properly reported in an annual report.

Finance Committee: will monitor the financial health of the school, through monthly financial reports and regular monitoring of the financial goals of the Accountability plan. The Finance Committee will monitor the annual audit of the school's finances.

Development Committee: will ensure the long-term viability of the school through private fundraising initiatives.

Recruitment of new board members will be in accordance with the Code of Regulations.

All new board members will execute the board-approved conflict of interest statement.

Board members or cohorts of board members will undergo governance training as necessary, including but not limited to the following areas:

- School Mission & Vision
- School Academic Program
- School Community
- Board Governance & Management - Roles & Responsibilities
- Committee Duties
- Financial & Fiduciary Responsibility
- Individual Commitments of Board Service

The Board of Trustees may be supported and advised by two councils: the Advisory Council and the Parent Council. These groups will be non-voting advisory groups chaired by one member of the Board of Trustees, and will meet at the discretion of their chair. The Board of Trustees will consult with these groups to receive input on various decisions and issues affecting the school.

3.2 Governing Board Composition.

As of December 2011, the founding board of Columbus Collegiate Academy-West is comprised of the following individuals. The school will notify the sponsor within thirty (30) days of a board member's resignation or are appointment.

- **Andrew Boy**, *Columbus Collegiate Academy, ex-officio*
Mr. Boy is the Lead Founder of Columbus Collegiate Academy – West Campus and current Executive Director of the original Columbus Collegiate Academy campus. He is also a past Fellow with Building Excellent Schools. *Expertise: Education; School Design*
- **Chris Malinowski**, *Messer Construction Company, Board Secretary*
Chris began his career with Messer Construction Co. in 1992 as a co-op while attending the University of Cincinnati. He currently serves as a Senior Project Executive and is committed to leading change in the construction industry. He is involved in a number of community service and trade organizations including Columbus Collegiate Academy, The Homeless Families Foundation, Builder's Exchange of Central Ohio, and Leadership Columbus. Chris graduated from the University of Cincinnati with a B.S. in civil engineering. *Expertise: Project Management, Facilities*
- **Amber Merl**, *Jones Day, Board Treasurer*
Ms. Merl is a trial lawyer focusing on litigation in state and federal courts. Her experience includes commercial cases, constitutional matters, contract disputes, regulatory matters, and complex appeals. Amber also maintains an active pro bono practice. She graduated from Ohio State *cum laude* with her J.D. and *magna cum laude* with her B.A. in Philosophy. *Expertise: Law*
- **Jackie Messinger**, *Flying Horse Farms, Board Vice Chair*
Ms. Messinger is the Volunteer Coordinator at Flying Horse Farms. She is an advocate for change and equality in urban education. Selected as a Teach for America corps member, Ms. Messinger taught for three years in the Atlanta Public School District while earning an M.Ed. Her first-hand classroom experience working with an at-risk population fueled her passion to make an even greater impact on education by supporting educators through program and professional development in a variety of non-profit roles. A native of central Ohio, Ms. Messinger has worked with families, educators, and the community to improve early learning experiences and to ensure a foundation for quality education for young children in Columbus. *Expertise: Education, Grant-writing, Community Outreach*
- **Rick McQuown**, *Porter Wright, Board Secretary*
Mr. McQuown, a partner in the Corporate Department, helps businesses fund and implement their growth strategies. He has represented issuers in private placements and public offerings of debt and equity securities as well as private partnership syndications. His transactional practice includes facilitating mergers and acquisitions and strategic partnerships and providing counseling across the full range of business issues to start-up and development stage companies. Rick also represents lenders and corporate borrowers in asset-based lending transactions and acquisition

financing. In the health care industry, Rick provides corporate advice that is specially tailored to that industry's extensive regulatory framework. He has counseled physician groups and health care entities in all aspects of their businesses including corporate governance, strategic relationships, affiliations, and capital formation. *Expertise: Corporate Law, Organizational Growth, Governance*

- **John Shockley**, *Shockley and Co., LPA, Board Chair*

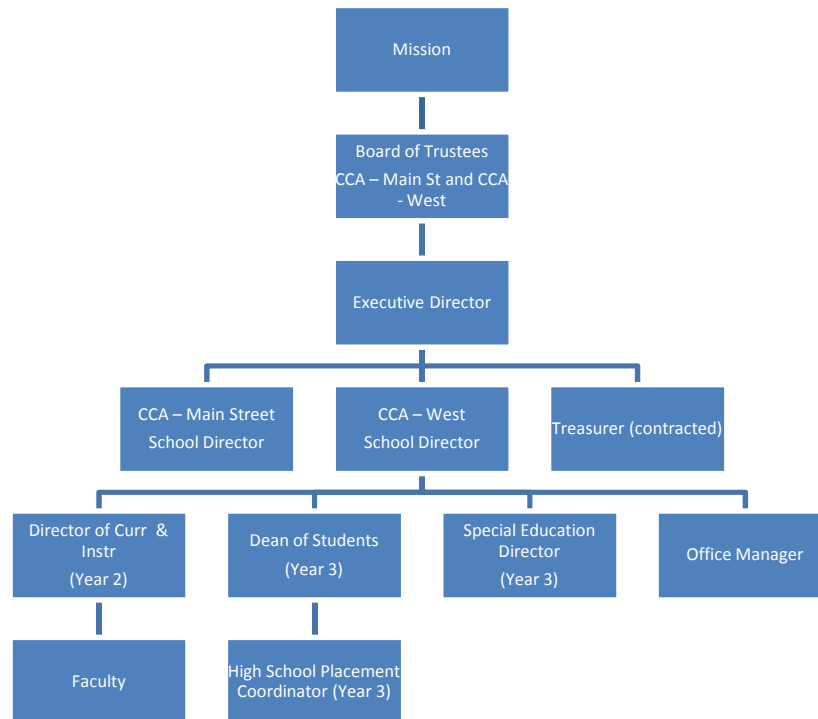
Mr. Shockley is a practicing attorney and owner of the law practice Shockley and Co. Primary practice areas include estate planning, business planning, probate administration, and real estate. He has held a number of previous positions including attorney at Rieger, Shockley, and Naylor, VP and Trust Officer at First Merchants Corporation, Manager at Ernst and Young, and Assistant Vice President and Trust Officer at Huntington National Bank. *Expertise: Corporate Finance and Real Estate*

3.3 Management and Operation

The Board of Trustees shall hire the Executive Director. The Executive Director, supervised and supported by the Board of Trustees, will be ultimately responsible for the implementation of the mission of CCA-West at a demanding, high standard.

Employees will be hired by the Board of Trustees upon recommendation by the Executive Director. The Executive Director will supervise all other employees of the school, and may delegate these duties to other senior administrative staff, which may include, but are not limited to, the School Director, Director of Curriculum and Instruction, and a Dean of Students. The Executive Director will report monthly to the Board of Trustees.

Columbus Collegiate Academy intends to follow the organizational structure as set forth below. However, should circumstances dictate the need to restructure, CCA-West will advise the sponsor of the circumstances, rationale for restructuring, and restructuring plan.



3.4 Staffing and Human Resources

Columbus Collegiate Academy - West aims to attract highly qualified, motivated teachers who want to further strengthen their skills and make a dramatic impact on the educational and life trajectory of their students. Teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others and responsibility. Most importantly, teachers will be evaluated on their ability to dramatically improve student achievement as measured and outlined in our Accountability Plan. We will work to attract entrepreneurial, mission driven, staff members - individuals who hold and enforce the highest academic and behavioral expectations and see student achievement as the ultimate reward. Each staff position at CCA-West will have a clear set of responsibilities and duties. Teachers will be supported through multiple internal structures such as dedicated daily planning periods, scheduled weekly meeting times, clear expectations, a disciplined and structured school environment, and a visionary and supportive leadership team.

Teacher Recruitment and Selection

Columbus Collegiate Academy - West will take a local and national approach for recruiting teachers. Nationally, CCA-West will tap networks, including but not limited to colleges and universities, and Teach for America. Position openings may be posted online and in education journals.

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

- **Step 1:** Candidate submits an application, resume, and cover letter.
- **Step 2:** Executive Director and School Director separate candidates into three categories: (1) very strong, (2) good, and (3) weak. Very strong candidates are invited for an interview and to teach a sample lesson. Good candidates are scheduled for a 15-minute phone interview. If the phone interview is strong the candidate will receive an invitation to an in-person interview and to teach a sample lesson. Weak candidates are sent a postcard acknowledgment.
- **Step 3:** Candidates come in for the in-person interview and teach a sample lesson. For administrative positions, CCA- West may ask for additional documentation pertinent to their application. If the candidate has potential but would not be an appropriate hire at the time, CCA-West will put them in the “applicant hopper,” an internal database of individuals who, after more experience teaching or with additional training, may be a possible hire in the future.
- **Step 4:** If the lesson and interview demonstrates that the candidate is strong, we will then request references and transcripts. If we are still unsure about the candidate’s potential for success at Columbus Collegiate, we may ask for additional material such as another lesson plan or a follow-up interview or put them into the “applicant hopper.”
- **Step 5:** If candidates have gone through the entire process successfully, we will make them an offer of employment. This offer will be contingent upon background and reference checks.

Individual Instructional Support

Professional development ensures that teachers have regular support and guidance from instructional leadership within the school regarding subject-specific pedagogy as well as overall strong classroom practice. Teachers will be provided resources regularly to enhance their teaching of specific skills and content, whether that be time to visit a master teacher in another school, common planning time around lesson planning with other teachers, or funds to further support specific growth in their content teaching. Results from assessments may indicate, for example, that the classroom instruction to teach conversions of percentages was more effective for one teacher than another, and school leadership would facilitate individualized professional development between those teachers to share the most effective strategies as evidenced by student outcomes.

Observation and Evaluation

Research, anecdotal evidence, and experiences as a principal in Boston, Massachusetts has led Kim Marshall¹² to come to the conclusion that using one full length observation of teachers is ineffective in changing what happens in the classroom. In addition to adding little value to student learning and teacher effectiveness, it is a time-consuming process. Instead, Mr. Marshall advocates for a much more frequent observation and feedback loop so that teachers know exactly what is expected of them throughout the year. CCA-West’s instructional support, observation, and evaluation process is grounded in this research.

There will be four broad types of observations used at CCA-West: mini-observations, informal observations, full observations, and peer observations. Observations will serve as an important learning tool and as an avenue for each teacher to refine their teaching craft. Informal and full observations along with curriculum review meetings will be used to complete a mid-year and end-of-year evaluation. Observations will be a regular part of daily operations at CCA-West.

An outline of the instructional support, observation, and evaluation process is below:

1. **Curriculum Review:** Standards and benchmarks, exam maps, unit sequence calendars, and course descriptions will be reviewed during Summer Institute. Unit plans and trimester comprehensive exams

¹² This protocol is based on a series of articles by Kim Marshall and compiled in *Rethinking Teacher Supervision and Evaluation*.

will be reviewed by the Director of Curriculum and Instruction before the start of each trimester. In addition, weekly syllabi, daily packet keys and/or lesson plans will be reviewed on a regular basis.

2. Peer Observations: Teachers are expected to conduct one full-period observation and two fifteen minute observations of their peers on a trimester basis. The full-period observation should be scheduled in advance with the teacher that is being observed, but the two fifteen minute observations can be on a drop-in basis. These observations will be used for Professional Development purposes.
3. Mini-Observations: 3-5 minute mini-observations will be conducted for non-evaluative purposes by the Director of Curriculum and Instruction, Dean of Students, and School Director. The three main purposes of mini-observations are to collect instructional trends, management trends, and to provide quick feedback to teachers. Mini-observations will typically take place at least once per week.
4. Assessment Analysis: After every unit test and comprehensive exam, teachers will fill out the Assessment Analysis template found on the Shared server. Then, teachers will work with the Director of Curriculum and Instruction and School Director to complete an action plan for re-teaching and intervention.
5. Informal Observations: 15-20 minute informal observations will be conducted for evaluative purposes by the Director of Curriculum and Instruction and School Director. The three main purposes of informal observations are to ensure objective alignment, support teachers in focused areas, and to provide specific feedback on classroom management and instruction indicators aligned to the summative evaluation rubric. Teachers will receive informal observations on a bi-weekly basis and will receive written feedback within 24 hours. Conferences may be scheduled on an as needed basis.
6. Full Observations: 50-minute full observations will be conducted for evaluative purposes by the Director of Curriculum and Instruction and School Director. The main purpose of full observations is to provide concrete evidence of a teacher's performance on an observation tool aligned directly to the summative evaluation rubric. Teachers receive four full observations each year, receive written feedback within 24 hours, and a post observation conference within 48 hours of the observation. Teachers create goals based on full observations.
7. Evaluation¹³: While the bulk of the Director of Curriculum and Instruction and School Director's time will be spent on teacher-support and mentorship, a formal mid-year and end-of-year evaluation will be conducted for each teacher for the following reasons:
 - a. To formally recognize positive contributions made by teachers throughout the year.
 - b. To document best practices and identify teachers' mastery of teaching practices to further peer mentoring.
 - c. To provide enrichment for teachers to help push their practice, in keeping with our spirit of constant learning.
 - d. To formally address areas for improvement, whether major or minor, and indicate whether (and what) improvement is necessary.

The mid-year and end-of-year evaluation rubric will be used to evaluate teachers in three main areas: Classroom Culture and Management, Instructional Planning and Delivery, and Responsibilities and Values.

The School Director will write the mid-year and end-of-year evaluations based on informal and full observations, curriculum and assessment reviews, and two teacher self-evaluations. The evaluation will be completed using the Summative Evaluation Rubric and will be based on what degree each staff member is meeting the expectations outlined in the table below. The focus of the evaluations will be on exceptional strengths and areas for improvement (i.e. evaluations will not include a list of expectations being fulfilled). The goal is a succinct but helpful document that leads to a productive conversation of how best the school can support a teacher's individual Professional Development goals.

¹³ Please see Appendix K: Teacher Evaluation Tool.

Teachers will be asked to submit a self-evaluation in November and April, which will be considered heavily in the development of the mid-year and end-of-year evaluation. In December and May, the Director of Curriculum and Instruction and the School Director will meet with teachers to present formal performance feedback in a 30-45 minute conference. Teachers will receive their evaluation 24-48 hours in advance of these conferences. Staff members will receive a brief follow-up email documenting additional topics discussed in each conference (e.g., proposed/requested areas of administrative support, addressing areas of improvement, action steps etc.).

General Category	Evaluative Category	Input	Output
Inside of the Classroom	Classroom Culture and Management	DCI/SD observations from August through March	Mid-Year and End-of-Year Evaluation
	Instructional Planning and Delivery		
	Curriculum and Assessments	Periodic Review of Curriculum and Assessments	
Outside of the Classroom	Responsibilities and Values section of the evaluation rubric	DCI and SD Notes, Grade books, Curriculum Due Dates, Parent Contact Logs and two Teacher Self-Evaluations	

3.5 Professional Development

The fourth Core Value at CCA-West is that great teachers are essential for academic excellence. This belief requires the recruitment and selection of the highest quality teachers, as well as appropriate, high-quality professional development to support them, both prior to and during the school year.

CCA-West will employ full-staff seminars, led by both outside experts and school administration, meetings by department, meetings by grade level, and individual meetings, taking place during the summer and during the school week.

Summer Institute

Hiring teachers early in the school's development is a priority for CCA-West. Teachers will engage in summer professional development and extensive training for four weeks prior to the opening of the school.

The emphasis of this training will be first to develop a consistent school culture, such that classroom management strategies, classroom procedures, expectations of behavior, conduct, and homework, and communication tools are standardized throughout the school. This training will review and expand upon the rituals and routines described in the school's Overview and Operations manual, the character, management, and discipline procedures described in the School Culture manual, and the common instructional practices described in the Curriculum, Instruction, and Assessment manual.

The second emphasis of staff training will be to develop detailed curriculum and assessments. Using the Ohio Academic Content Standards and the general guidelines described in the curriculum manual, teachers will divide the yearly curriculum into units. Teachers will write comprehensive exams for each trimester and write Understanding by Design unit plans for each course, describing when and how each

standard will be addressed over the course of the school year. Good teaching at CCA-West demands that all students achieve on these specific performance standards.

A considerable portion of this curriculum development time will be spent working by subject area. Teachers will review best practices in specific content areas, review textbooks and other curricular resources and align these materials with the unit plans, and review critical content components of their curriculum, as content mastery among teachers is essential to high student achievement.

Professional Development Days

During the school year, CCA-West will reserve days for full-staff professional development. This time will be used to address student achievement throughout the school. The School Director will consult with the administrators and teachers to identify core areas of need among the faculty, based on student achievement results, particularly as measured by unit tests and comprehensive exams. On some occasions, the School Director and Director of Curriculum & Instruction (year two) will deliver this professional development themselves; when appropriate, they will bring in outside experts to cover specific subjects.

Weekly Meetings

The institutional commitment to professional development will continue with weekly faculty meetings in small groups. One afternoon each week will be set aside for staff meetings. These meetings will be used to discuss student achievement issues in each subject area, instructional strategies to address these issues, and to ensure both unit plans and assessments are closely aligned between classes. These meetings will particularly be of value to teachers who teach different portions of the same subject area (such as math procedures and math problem-solving, or reading and writing) to ensure appropriate alignment between these subjects.

Once a week, grade-level meetings will allow teachers to speak with each other about successful strategies for individual students. Teachers will receive training on appropriate tools for discussion such that these conversations are as productive and professional as possible, and focus specifically on improving individual achievement through awareness of learning styles and collaborative strategies.

Professional Development Effectiveness

School leaders will utilize three primary measures to gauge the effectiveness of professional development sessions. First, at the end of each week during Summer Institute and after workshops during professional development days, teachers will fill out an evaluation for the training. Second, teachers and leaders will create a school and department big goals data dashboard to measure student achievement outcomes across the year. Third, a matrix of teacher evaluation results will be created to illustrate strengths and weaknesses in areas measured by the Summative Evaluation Rubric.

3.6 Student Recruitment and Enrollment

Communication Plan

The Founding Board and proposed leadership understand the challenge of recruiting potential students. Therefore, we will utilize a variety of marketing efforts to provide the widest dissemination of information possible and ensure the greatest number of families is aware of and has access to the strong educational option that Columbus Collegiate will provide.

Columbus Collegiate's marketing activities will include: multiple informational sessions and community presentations; regular ads on local radio stations; strategic placement of ads in community newspapers

and other print publications. Additionally, the creation of community partnerships, direct mail campaigns, and door-to-door recruiting in the Greater Hilltop neighborhood will afford us the opportunity to connect with students and families who are less likely to find us in the first year.

Student Recruitment Plans and Policies

Based upon an analysis of strong recruitment practices of similar schools, we have set our goals at recruiting at least one and a half times the number of students needed so that we can account for families who may in the end choose another school and also to create a secure waiting list. As we seek to enroll 100 students into our inaugural 6th grade in the fall of 2012, our target recruitment number is 150 students. While our primary target group will be 6th graders and their families, we will also start to build relationships with students and families in lower grades for future enrollment.

Our intention is to enroll traditionally underserved students in the Greater Hilltop neighborhood. Given this, our direct mail and door-to-door campaign will focus on the families of current 5th graders in this neighborhood and surrounding areas.

Columbus Collegiate Academy - West anticipates enrolling 100 sixth grade students during the 2012-2013 school year. Each year, CCA-West will enroll one sixth grade cohort until the school reaches full grade capacity with the eighth grade. The maximum number of students enrolled will be 300 in grades six through eight.

Due to the rigor of the academic curriculum and the demanding and disciplined school culture that we will establish with each entering cohort of students, CCA-West will not enroll students after October 1st of the 7th grade year, with exceptions noted below. Based on an anticipated attrition rate of 10% of seventh graders, as experienced by similar schools, CCA-West expect enrollment at full grade capacity to be 300.

CCA – West Projected Enrollment Plan

	2012-13	2013-14	2014-15	2015-16	2016-17
Grade 6	100	100	105	105	105
Grade 7	-	100	105	105	105
Grade 8	-	-	90	90	90
Total	100	200	300	300	300

To keep the school on firm financial footing, CCA-West will revise this enrollment policy and enroll students up to the total number reflected above, under any of the following conditions:¹⁴

- The actual rate of attrition surpasses our estimate.

¹⁴ Students will be given several opportunities for remediation (i.e. Homework Center, Saturday Academy, Summer Academy, and teacher led tutoring).

- The school is unable to raise the necessary non-governmental funds called for in our budget projections, or the amount of our governmental funding changes dramatically.
- Significant unforeseen expenses arise.

3.7 Community/Parent Involvement

Columbus Collegiate Academy-West is deeply accountable to the students it serves, for their parents make the ultimate act of faith: to bring their children to our doors and trust our school to deliver an outstanding education and to fulfill our school mission. Close communication with our parents is essential. Together, we enter into a three-way partnership between parents, students, and our school to ensure a successful academic future for each child.

To ensure the voice of these parents is well heard, CCA-West will create a Parent Council of at least 5 members, with a chair and vice-chair elected or chosen for one-year terms. Parents will be elected to the Parent Council by a vote of parents of students currently enrolled in the school. The Parent Council will support the mission of Columbus Collegiate by:

- Coordinating parent volunteer efforts to support student recruitment, enrichment classes, and community gatherings;
- Gathering and reporting data about parent satisfaction;
- Reporting twice annually to the Board of Trustees regarding their findings;
- Ensuring that school communications are sufficiently accessible to Spanish-speaking parents;
- Planning parent events that support the academic mission of the school, such as high school achievement nights, student academic performance nights, and parenting seminars to support academic achievement.

In addition to this council, the school administration will establish frequent, formal communication with parents to support the school mission. Families will be welcomed to the school through an orientation that will review school policies in detail, celebrate student learning, and include the signing of parent-student-school contracts. Parents will attend the school two times annually for conferences, at which time assessment results and report cards will be reviewed in detail. Progress reports will be sent home at regular intervals between these conferences, requiring parent signature. Teachers will call parents of their homeroom students on a regular basis, reporting both positive academic results and behaviors and clear feedback when expectations are not met. A school newsletter, issued every month, will communicate the effectiveness of the program and the excitement of the school to members of the community.

As a non-profit organization in the community, we recognize the need to establish partnerships with local individuals and organizations. Columbus Collegiate will seek partnerships to assist the Board of Trustees and leadership team in realizing the mission and reaching the school's overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, the provision of mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs. Upon chartering, the Executive Director and Founding Board will seek to further establish these partnerships in the west-side communities, and this process has already begun with a number of organizations including:

- Boys and Girls Clubs of Columbus
- Cristo Rey Columbus
- Lower Lights Ministries

- Mount Carmel Hospitals

In addition, preliminary discussions have been started with the following prospective partners:

- Franklinton Board of Trade
- Dodge Recreation Center
- Gladden Community House
- Columbus City Schools
- COSI
- Columbus Metropolitan Library
- LifeCare Alliance

EXHIBIT 4: ACADEMIC PERFORMANCE PLAN

EXHIBIT 4: ACADEMIC PERFORMANCE PLAN

As new state standards, assessments, and state and federal accountability metrics are implemented by the Ohio Department of Education, the SPONSOR and the GOVERNING AUTHORITY agree to amend, within 45 days of formal state implementation, Exhibits 1 (Education Plan) and 4 (Academic Performance Plan) of this Contract to reflect the changes.

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 one-year 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.
- 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.

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.

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 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.

EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

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

Columbus Collegiate Academy - West
1469 E. Main Street
Columbus, OH 43205
IRN number 012951, to begin operations for the 2012-2013 academic year.

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

- ___ Certificate of Authority of Non-Profit Status
- ___ Proof of property ownership or property lease
- ___ Certification of Teaching Staff (completed or in process)
- ___ Affidavit of BCI&I/FBI for all Staff (completed or in process)
- ___ Certificate of Occupancy (permanent or temporary)
- ___ Liability Insurance
- ___ Health and Safety Inspection (permanent/final or temporary)
- ___ Fire Inspection (permanent/final or temporary)
- ___ Food Permit (if applicable)

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

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

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

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

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

EXHIBIT 6: STATEMENT OF ASSURANCES

EXHIBIT 6: STATEMENT OF ASSURANCES

Pursuant to section 3314.19 of the Ohio Revised Code, the SPONSOR annually shall provide the following assurances in writing to the department of education not later than ten business days prior to the opening of the school:

(A) That a current copy of the contract between the sponsor and the governing authority of the school entered into under section 3314.03 of the Revised Code has been filed with the department and that any subsequent modifications to that contract will be filed with the department;

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

(C) That the school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by sections 3301.0710, 3301.0712, and 3301.0715 of the Revised Code;

(D) That school personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education management information system established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;

(E) That all required information about the school has been submitted to the Ohio education directory system or any successor system;

(F) That the school will enroll at least the minimum number of students required by division (A)(11)(a) of section 3314.03 of the Revised Code in the school year for which the assurances are provided;

(G) That all classroom teachers are licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to section 3319.301 of the Revised Code;

(H) That the school's fiscal officer is in compliance with section 3314.011 of the Revised Code;

(I) That the school has complied with sections 3319.39 and 3319.391 of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;

(J) That the school holds all of the following:

(1) Proof of property ownership or a lease for the facilities used by the school;

(2) A certificate of occupancy;

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

(4) A satisfactory health and safety inspection;

(5) A satisfactory fire inspection;

(6) A valid food permit, if applicable.

(K) That the sponsor has conducted a pre-opening site visit to the school for the school year for which the assurances are provided;

(L) That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of section 3314.03 of the Revised Code;

(M) That the school has met all of the sponsor's requirements for opening and any other requirements of the sponsor.

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

Name	Address
Jackie Messinger	369 Wilber Ave. Columbus, OH 43215
Andrew Boy	1107 Lori Lane Westerville, OH 43081
John Shockley	7085 Shady Nelms Dr., Dublin, Ohio 43017
Chris Malinowski	3705 Business Park Dr. Columbus, OH 43204
Amber Merl	4004 Village Club Dr. Powell, OH 43065
Rick McQuown	41 South High Street Columbus, OH 43215