

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of Village Preparatory School ::
Woodland Hills Campus and the Thomas B. Fordham
Foundation**

Dated as of July 1, 2012

COMMUNITY SCHOOL CONTRACT

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COMMUNITY SCHOOL CONTRACT

**COMMUNITY SCHOOL CONTRACT
For
Village Preparatory School :: Woodland Hills Campus**

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 Village Preparatory School :: Woodland Hills Campus, located at 9201 Crane Avenue, Cleveland OH 44105 (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 Cleveland Metropolitan 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 K-4.

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, "Village Preparatory School :: Woodland Hills Campus is sponsored by the Thomas B. Fordham Foundation".

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Article II. Term

The term of this Contract shall be for a period of two year(s) commencing July 1, 2012 and ending June 30, 2014 (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.

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

Article III. Responsibilities of the GOVERNING AUTHORITY

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

The Community School shall be located within the Cleveland Metropolitan 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

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AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR, at least thirty (30) days in advance, of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 16th Street, NW, 8th Floor, Washington, D.C. 20036 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 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.

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

In accordance with Section 3319.39 of the Code, the GOVERNING AUTHORITY shall request a BCI&I criminal records check with respect to teachers and any applicant who has applied to the Community School for employment in any position involving the care, custody, or control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal records check for that applicant from BCI&I.

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

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

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

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

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

In accordance with Ohio Revised Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 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.

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

The Community School and GOVERNING AUTHORITY will comply with Section 3302.04 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 1.5% sponsorship fee (the "Sponsorship Fee") to the SPONSOR for the period July 1, 2012-June 30, 2013, and a 2% sponsorship fee for the period July 1, 2013-June 30, 2014, on or before the 15th day of the month. 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.

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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.

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

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AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of the State.

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

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

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

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

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

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

C. Governance Plan:

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

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

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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 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

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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.

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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 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.

COMMUNITY SCHOOL CONTRACT

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.

COMMUNITY SCHOOL CONTRACT

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.

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.

COMMUNITY SCHOOL CONTRACT

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.

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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:

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

COMMUNITY SCHOOL CONTRACT

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 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

COMMUNITY SCHOOL CONTRACT

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;
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

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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

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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.

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 CONTRACT

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 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.

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Article XVII. No Child Left Behind

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

Article XVIII. Dispute Resolution Procedure

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

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

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.

COMMUNITY SCHOOL CONTRACT

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:
Alan Kopit, Partner
Hahn, Loeser & Parks, LLP
200 Public Square
Cleveland, OH 44114

Copies to:
Breakthrough Charter Schools
9711 Lamont Ave.
Cleveland, Ohio 44106
Attn: Jill Zeldin

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

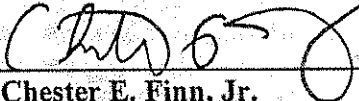
The Community School and GOVERNING AUTHORITY, as one party, and the SPONSOR as the second party shall at all times hereunder be separate and independent parties whose relationship and actions are subject to the applicable provisions of this Contract and Ohio law. Nothing shall be construed or implied 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.

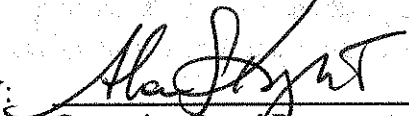
COMMUNITY SCHOOL CONTRACT

ON BEHALF OF THE
THOMAS B. FORDHAM FOUNDATION

By: 
Chester E. Finn, Jr.
President

DATE: 3/15/12

THE GOVERNING AUTHORITY OF
VILLAGE PREPARATORY SCHOOL ::
WOODLAND HILLS CAMPUS

BY: 
Governing Board Representative *Alan S. Kep. & Board Chair*

DATE: 3/15/12

DAYTON/811169v.10

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

The Village Preparatory School :: Woodland Hills Campus (VPWH) is dedicated to providing a premier educational experience to students throughout the state of Ohio. The school will emphasize individual educational growth resulting in above proficient test scores, graduation, and acceptance to a high performing, college prep middle school. This will take place in a technologically advanced, safe, and disciplined environment.

High Expectations for Scholarship

Village Preparatory School :: Woodland Hills Campus students will achieve academically when high expectations, structures and supports are clear and consistent throughout the school.

- *High expectations:* Students will be expected to be college bound, take a demanding middle school preparatory curriculum.
- *Structures:* Students will participate in a highly disciplined school environment based upon respect and accountability for one's actions, participate in an extended school day, an extended school year, and complete challenging homework every night.
- *Supports:* Upon entering Village Preparatory School :: Woodland Hills Campus, all students will receive 145 minutes of literacy and 90 minutes of math instruction and tutoring sessions.

High Expectations for Behavior

Village Preparatory School :: Woodland Hills Campus staff will meet with every family before the start of the school year and outline the clear expectations for student behavior. VPWH will provide a comprehensive student orientation at the start of every school year that explicitly teaches the behaviors expected. The school will explicitly teach values like respect, citizenship, and hard work. VPWH will create a culture every day that is orderly, disciplined, and conducive to learning by requiring consistent implementation of the rules, strong attention to the details of daily school procedures, immediate and consistent responses to violations of the Code of Conduct, and recognition and celebration of students' positive character. Students will wear simple uniforms, walk silently in hallways, earn checks for misconduct and rewards for exemplary behavior.

Achievement-Oriented School Culture

At Village Preparatory School :: Woodland Hills Campus, everyone will be responsible for living the STRIVE values: Scholarship, Teamwork, Respect, Intelligence, Virtue and Effort – and VPWH will teach these values as intentionally as academics are taught. Students will show they are ready to learn by sitting in SLANT posture - Sit up, Listen, Ask and Answer questions, Nod in Understanding, and Track the Speaker. Students will take diagnostic, formative and summative assessments in every core subject to determine mastery of academic standards. Teachers and students will track achievement and mastery towards standards and big goals throughout the year. Teachers will meet weekly during dedicated professional time to review student academic performance, identify ways to strengthen classroom instruction and students supports, and communicate frequently with families regarding student achievement and performance.

Programmatic Focus

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

VPWH's mission requires that the school develop in all students the foundational skills, core content knowledge, critical-thinking ability, and personal characteristics necessary to succeed in demanding middle schools and high schools on their way to college. This will 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. VPWH's educational philosophy and program are built on four core values.

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

Many scholars will enter Village Preparatory School :: Woodland Hills Campus already academically behind. It is VPWH's duty to provide the expectations, structures, and supports that will allow them to efficiently and effectively strengthen any academic weaknesses and advance forward.

Expectations: All scholars are college bound - every one. All scholars are expected to behave well and work hard. Scholars, families and staff are expected 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. Families are expected 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. Scholars 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 scholar progress thoughtfully, fairly, and regularly.

Structures: All scholars will participate in a highly disciplined school environment based upon respect and accountability for one's actions, participate in an extended school day, an extended school year, and complete challenging homework every night.

Supports: Upon entering VPWHC, all scholars will receive 145 minutes of literacy and 90 minutes of math instruction and tutoring sessions.

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

"You have to build the culture first or you will never get to the academics." - Dr. Howard Fuller¹

A highly disciplined school environment will allow scholars to learn and teachers to teach. It is the school's responsibility to implement a culture of discipline, respect, and hard work every minute of every day. School staff will explicitly teach values like respect, citizenship, and hard work. The school culture will make it "cool" to do well – and to help others. Village Preparatory School :: Woodland Hills Campus will have clear, high expectations for scholar conduct and a strict discipline policy. Through clear rules and constant positive reinforcement, all Village Preparatory School :: Woodland Hills Campus scholars will learn to take responsibility for themselves, their school, and their community. Older scholars 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 middle schools and high schools on their way to selective colleges.

"No excuses. That is the message that superb schools deliver to their students. And that is the message that schools (and school board members) need to hear. Sure, some kids are easier to teach than others. But dysfunctional families and poverty are no excuse for widespread, chronic educational failure." – Abigail and Stephan Thernstrom²

Many of VPWH's scholars 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 scholar academically, but ultimately success relies on a scholar's internal belief in and commitment to his or her own success. To place VPWH's scholars firmly on the long climb to college, the school will explicitly and pro-actively instill perseverance and courage in each of the school's scholars. In order to fulfill VPWH's long-term goal of having scholars enter and succeed in demanding middle schools, high schools and colleges, the school will inculcate commitments to enthusiasm, hard work, and achievement with no excuses.

¹ Presentation by Dr. Howard Fuller at Building Excellent Schools on 11/18/06.

² Thernstrom, Abigail and Thernstrom, Stephan. *No Excuses: Closing the Racial Gap in Learning*. New York: Simon & Schuster, 2003. 43.

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

“The best teachers stand for a set of principles on which they will not compromise.”
- Rafe Esquith³

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. They have mastery in and passion for their content areas and instill such passion in their students. The teachers are prepared with strong lessons every day and use assessments to ensure they have a close and clear understanding of what their students are learning. These are the teachers Village Preparatory School :: Woodland Hills Campus 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 that VPWH teachers must possess. A belief that every student can learn, and that standards-driven lessons and assessments are supportive of learning are also key. The ideal candidate will be willing to work hard to give students discipline, boundaries, and challenges, and to work as a member of a mission-driven team relentless about academic results.

Village Preparatory School :: Woodland Hills Campus will support its teachers in many ways. Teachers will be trained in a three to four week summer orientation prior to the start of the school year. Professional development time will be part of the school’s weekly and annual schedule. Meetings between the Director of Curriculum and Instruction 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.

Village Preparatory School :: Woodland Hills Campus teachers will use materials demonstrating success with similar populations. VPWH 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 VPWH will ensure that all students meet specific national, state, and school standards required before progressing into higher grades. VPWH believes that standards provide a clear and useful framework by which to measure real student progress and hold teachers accountable for student performance.

³ Esquith, Rafe. *There are No Shortcuts*. New York: Anchor Books, 2004. 47.

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."⁴ 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. VPWH will build 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 VPWH's design. VPWH'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 agenda⁵. 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:** VPWH's educational goals at each grade level will be clear and ambitious because the school will use state and national standards as the foundation and standards-driven assessments as the benchmarks.
- **Flexible Ability Groupings:** Instructional supports and strategies will be most effective through the use of Flexible Ability Groupings in the core subjects of Reading 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.⁶
- **Data-Driven:** In order to be academically competitive, VPWH students must be able to excel above their local, state and national peers. VPWH will create and implement unit and end-of year standards-based assessments to ensure students are reaching those expectations, and enabling staff to effectively address any student deficiencies

4 E.D. Hirsch. *The Schools We Need and Why We Don't Have Them*. New York: Anchor Books, 2003. .3.

5 Dr. Monroe developed a similar approach called the Blackboard Configuration (BBC) during her time at Frederick Douglass Academy in New York City

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

within the extended day, week, and year supports and to adjust classroom instruction and materials as needed. This data-driven approach has proven an invaluable tool in many of the highest performing elementary, middle and high schools throughout the country and is a critical component of VPWH's design.

- **Constant Support - No Excuses:** In addition to the instruction that teachers will deliver in their classrooms, Village Preparatory School :: Woodland Hills Campus will utilize the two teacher model in each classroom. Tutoring will also be provided after school in addition to mornings for students who need additional support. Each grade level will also have access to a Title I teacher for additional intervention and support.
- **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 an elementary school population that is challenged to remediate skill and content acquisition within the first year. Therefore, teachers will not waste a minute of instructional time. From the second students walk through the door they will start a Do Now, flow right into the lesson, and work until it is time for the next class to begin.

1.2 Geographic Boundaries

Village Preparatory School :: Woodland Hills Campus will enroll students statewide.

1.3 Curriculum and Instruction

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 field trips to the Cleveland Zoo, the Great Lakes Science Center, the new Aquarium, local farms, and the Children's Museum. The school will also host family nights (including but not limited to events such as Math Nights, Literacy Nights, Science Nights) and a World Holiday Festival.

The curriculum development process at Village Preparatory School :: Woodland Hills Campus will serve as one of the most important steps on the path to ensuring that every student receives an excellent education. The development of this standards-based curriculum will start during a four-week Summer Institute (July 16 – August 10, 2012) in which teachers are taught a nine-step curriculum development process and will begin work on completing their own rigorously developed curriculum. This process is similar to the curriculum development process used at Leadership Preparatory Charter School and Excellence Charter, two high performing urban elementary schools in New York.

Rationale: In most cases, choosing one particular textbook or curriculum will not help Village Preparatory School :: Woodland Hills Campus meet the lofty goals it has set for its students. Most curriculums are based off of broad, national standards, even if they claim to correlate with the standards of a particular state. It is because of this loose correlation that Village Preparatory School :: Woodland Hills Campus will instead choose to develop its own curriculum. It will be intentionally planned, meticulously crafted, and aligned with the Ohio Achievement Assessment (OAA) in order to put students squarely on a college-preparatory track.

Overview: Each step in the six-part process will be linked so that daily instruction will be tied directly to internal and external assessments. During Summer Institute, Steps 1-3 of this process will be completed in their entirety, Steps 4 will be completed for Trimester 1, and Steps 5-6 will be completed for the first two weeks of school. The curriculum documents for Step 4 for Trimester 2 and 3 will be completed during Professional Development days scheduled throughout the year. A complete list of due dates will be provided during the first week of Summer Institute. Steps 5 and 6 continue to be completed on a weekly basis throughout the year.

- Step 1: Test Alignment
- Step 2: Standards and Benchmarks
- Step 3: Long-Term Plan
- Step 4: Unit Designs
- Step 5: Weekly Syllabus
- Step 6: Lesson Plan

Step 1- Test Alignment: This process involves ensuring that Village Preparatory School :: Woodland Hills Campus curriculum is aligned to assessments VPWH students will have to take throughout their elementary school career (OAA, TerraNova, etc.) Alignment means that the school's students have the prerequisite content knowledge and test-taking skills to score competitively on these assessments. In order to ensure alignment, teachers will do the following:

- **Read** the OAA exams from all years that there are released items multiple times from cover to cover, including the directions.
- **Read** the Test Blueprint provided by the Ohio Department of Education.
- **Analyze** released OAA exams in order to develop strategies that will ensure that Village Preparatory School :: Woodland Hills Campus students are well-prepared for these assessments.
- **Complete** a detailed chart listing the Question Format, Task Verb, Content Vocabulary, Ohio Standard, and Skill(s), for each question on these assessments.
- **Categorize** questions by indicators (from the Ohio Standards) and skills.

- **Examine** indicator frequency and variations of question format, paying particular attention to the most-tested indicators.

Step 2- Standards and Benchmarks: The second step in the development process will involve developing a set of Power Standards and related Benchmarks used to measure if students are meeting each standard. While every Village Preparatory School :: Woodland Hills Campus Power Standard and Benchmark will not be reflective of Ohio Academic Content Standards, every unit of study will address Ohio standards, and every Ohio standard will receive sufficient attention during the school year. In order to ensure that the Power Standards and Benchmarks are well constructed teachers will:

- **Read** the Ohio Academic Content Standards and Academic Content Standards of High Performing Schools.
- **Read** the Massachusetts, California, Indiana, and Common Core standards relevant to their subject area. These state standards were given an “A” grade by the Fordham Foundation and as a result are excellent models for Village Preparatory School :: Woodland Hills Campus standards.⁷
- **Develop** approximately 10-12 Power Standards⁸ with 50-60 Benchmarks for their class (5-6 Benchmarks per standard).

Village Preparatory School :: Woodland Hills Campus Power Standards and Benchmarks will be:

- **Rigorous** in that they reflect high expectations.
- **Clear and jargon-free.**
- **Measurable** in that students will be able to “demonstrate”, “analyze”, “explain”, “compare”, “identify”, “describe”, “compose”, “apply”, etc. when being assessed on each benchmark.
- **Specific** in that they should define what students will learn, but should avoid describing teaching activities like “students participate in book talks” or “students read aloud”.
- **Manageable** in that they avoid long sets of objectives that cannot be easily covered in the allotted time period. Specifically, Aims, which are pieces of each Benchmark, should be able to be mastered by students at the end of the class period.

Step 3- Long Term Plan: The Long Term Plan will be Village Preparatory School :: Woodland Hills Campus’s version of a scope and sequence document. The plan is a combination of a schedule of assessed standards and a unit sequence calendar. Further Schedule of Assessed Standards will be created during the Summer Institutes of 2012, 2013, and 2014.

Teachers may use the following when developing their Long Term Plan:

⁷ Finn, Jr. Chester E.; Julian, Liam; and Petrilli, Michael J. The State of State Standards. Thomas B. Fordham Foundation, 2006.

⁸ Power Standards help teachers focus and prioritize what is most important for students to know and be able to do in the time available for teaching and learning. This system involves identifying the essential and “critical-to-know” state standards.

1. Based on the list of benchmarks in the Long-Term Plan, decide on the number of units for the year. Then, decide if all units will be of equal duration or if certain units will require more time. It is fine to have a short two-week unit but units should not take more than 6-8 weeks.
2. Using the Unit Sequence Calendar, set the beginning and ending date of each unit. Start from the end point to ensure that all benchmarks are met and timing of units is adequate. Where do teachers need to be in April?
3. Using the calendar, break down units by weeks in terms of content topics and performance skills and insert on the calendar. Re-adjust schedule of units and number of weeks if necessary. Make sure to include time for re-teaching, extensions, and re-testing.
4. Record the unit number in which it is anticipated that students will have mastered the benchmark on the Long-Term Plan.
5. Throughout the year, check in with pacing of curriculum and re-adjust when necessary. Pacing will be affected inevitably by unexpected missed classes or days off and some topics taking more time than others.
6. Set a goal for student mastery of the material in this unit. Design goals such that timely fulfillment of this goal keeps the teacher on pace to meeting the Big Goal.

Step 4- Unit Design: Village Preparatory School :: Woodland Hills Campus will use a modified version of the backwards planning unit template developed by Grant Wiggins and Jay McTighe in the book *Understanding by Design*.⁹ This modified unit plan template will be provided to teachers during the Summer Institute. Teachers will make changes to this template appropriate for their content area while maintaining certain core components of the template as identified during training. The unit plan will establish goals, understandings, and essential questions, appropriate assessment evidence to meet these criteria, and an outline of skills and vocabulary that will be covered during the unit. The vocabulary component will include the explicit teaching of task verbs and vocabulary for test preparation. Unit Designs will be created during Summer Institutes, as well as throughout the course of each school year.

Step 5- Weekly Syllabus: All Village Preparatory School :: Woodland Hills Campus teachers will create a simple syllabus for each week of the academic year. The syllabus will serve as an important communication tool between Village Preparatory School :: Woodland Hills Campus teachers and the students' parents. The Weekly Syllabus should be submitted to the shared file server no later than 4:00 PM on Friday afternoon. A Weekly Syllabus for at least the first two weeks of school will be created during summer training. Each Village Preparatory School :: Woodland Hills Campus syllabus will contain:

- o Date, Week #, Class, Teacher, Email Address, Office Phone Number, and Unit Title

9 Wiggins and McTighe. *Understanding by Design*. Association for Supervision and Curriculum Development. Alexandria, Virginia, 2005.

- Note to Students and Families
- Daily Aims
- Homework Assignments

Step 6- Lesson Plan: Teachers will create daily lesson plans using their Unit Design as a guide. Daily Lesson Plans will be the micro level plan that outlines teaching activities and materials needed for each day. Daily Lesson Plans will include explicit daily teaching activities and will follow the Gradual Release format- ‘I Do’, ‘We Do’, ‘You Do’. The purpose of the Daily Lesson Plan will be to provide an explicit guide for teachers during the lesson. They will also be a useful tool for any instances where a substitute teacher is in the classroom. Daily Lesson Plans will be made using the Village Preparatory School :: Woodland Hills Campus Lesson Plan template.

Village Preparatory School :: Woodland Hills Campus curriculum will be aligned with the requirements of the Ohio Department of Education and will be college preparatory. VPWH understands that students may have serious deficiencies when they first enter the school; however, the entire school design is to ensure that all students acquire the skills and knowledge needed to meet the school’s demanding curriculum. Diagnostic assessments will determine students’ strengths and weaknesses. As necessary, teachers will supplement the curriculum to meet student needs. Organized instruction that supports the most at-risk students, the extended day and year, double blocks of instruction in literacy and math each day, and multiple academic supports each afternoon allow every student population to learn at a high level.

- **Mathematics:** Village Preparatory School :: Woodland Hills Campus will employ a rigorous, fast paced math program that is designed to carry all students through a minimum of one year of high school algebra by the time they complete eighth grade.

In the early grades, Village Preparatory School :: Woodland Hills Campus will use the Saxon Math program. Saxon has extensive research behind it demonstrating efficacy with low income student populations. Saxon has two unique aspects: explicit instruction and a distributed approach to instruction, practice and assessment. Years of research have shown that explicit instruction is more effective than non-explicit instruction in teaching basic math skills. Moreover, research has shown that explicit instruction, coupled with representational supports, is the most effective way to teach critical thinking skills.¹⁰

The Saxon lessons include the following components:

1. The Math Meeting
2. The Lesson
3. Handwriting Number Practice
4. Independent Lesson Practice
5. Guided Class Practice
6. Fact Practice – K/1st Grade

¹⁰ Based on proven success from Uncommon Schools network of elementary schools

- **Language Arts (Reading and Writing):** Literacy is the key academic skill on which all future skill and knowledge acquisition is based. Low-income children hear two-thirds fewer words in the home each hour than children of more affluent families. This means that between the ages of zero and three, a low-income child is exposed to some 30 million fewer words than a high-income child. This lack of exposure has the average low-income child arriving at the first day of kindergarten with only one half the vocabulary of his more affluent peers.¹¹ Research has repeatedly demonstrated that success or failure in forming a foundation of basic literacy in the early grades is a strong indicator of later academic success. In fact, according to the National Research Council, “Academic success, as defined by high school graduation, can be predicted with reasonable accuracy by knowing someone’s reading skill at the end of 3rd grade. A person who is not at least a modestly skilled reader by that time is unlikely to graduate from high school.”¹²

Village Preparatory School :: Woodland Hills Campus will take this challenge seriously and react to it with resolve and urgency. The school will provide its K-1 students with 145 minutes of reading instruction each day. The Village Preparatory School :: Woodland Hills Campus reading program “overwhelms the challenge” of early literacy deficits by aggressively accelerating students through a program that addresses the five components of early literacy highlighted by the U.S. government’s blue-ribbon Reading First panel:

- Phonemic awareness
- Phonics
- Vocabulary
- Fluency
- Comprehension.

To address the five components, Village Preparatory School :: Woodland Hills Campus will concurrently utilize four strong, complementary, research-based programs:

- Direct Instruction (Reading Mastery),
- Waterford Early Reading (computer program)
- Reading Comprehension instruction based on the Urban Education Exchange Concepts of Comprehension and Nancy Boyle’s reading comprehension strategies
- Explicit vocabulary instruction through Text Talk (K-1/2)

Village Preparatory School :: Woodland Hills Campus will use Lucy Calkins Writers Workshop for writing instruction. The school will teach scholars to see themselves as writers with a unique voice and the powerful ability to express, communicate, question, persuade, synthesize and teach others through their writing.

¹¹ Betty Hart and Todd R. Risely, The Early Catastrophe: “The 30 Million Word Gap by Age 3,” American Educator, (Spring 2003).

¹² National Research Council, 1998 (<http://www.ed.gov/inits/americanreads/ReadDiff/> accessed on 12/14/04). In addition, in his review of high-performing, high poverty schools, Samuel Casey Carter concludes that a laser focus on basic literacy and math in the early years of schools was a central commonality among high-performing elementary schools (Casey, Ibid., p. 28).

The writing workshop provides a rigorous learning environment that has roots in the traditional system of apprenticeship, where novices honed and extended their skills by working alongside master craftsmen. The lessons are structured in the same way as the school day and students' personal lives. Calkins stated in her book *The Art of Teaching Writing*:

*“If the writing workshop is always changing, always haphazard, children remain pawns, waiting for their teacher's agenda. For this reason and others, I think it is important for each day's workshop to have a clear, simple structure. Children should know what to expect. This allows them to carry on; it frees the teacher from choreographing activities and allows time for listening. How we structure the workshop is less important than that we structure it”*¹³

Beginning in Kindergarten VPWH will provide a writing curriculum that helps scholars to develop and hone their writing through the use of mentor texts, daily modeling of writing strategies by teachers, explicit handwriting and grammar lessons, one to one conferring, and publishing pieces at the conclusion of each unit. The completion of a genre will include celebration of their work and a reflection on their writing pieces and goals. Writing at all times must be an event that values the students' emergent strengths and focuses on writing content to which they feel personally connected. Since there will be clear and measurable standards to reach, VPWH's writing instruction will be most successful when students write about topics of interest, have an authentic purpose in mind, and have the opportunity to present their writing to a real audience of readers.

- **Science and Social Studies:** Recent cognitive research indicates “that the ability to learn something new depends on the ability to accommodate the new thing to the already known.” Low-income students, often not as fully exposed as their more affluent peers to a breadth and depth of topics, can enter school at a disadvantage, which becomes increasingly difficult to bridge as they move through school. Unless their knowledge base can be rapidly extended, they may risk falling further behind peers who have a wider context for incorporating new academic material.

The Village Preparatory School :: Woodland Hills Campus Science and Social Studies standards will be based on a combination of the Ohio, Indiana, Pennsylvania, and California Science and Social Studies Standards and The Taxonomy of Effective Teaching Practices by Doug Lemov. Teachers within each grade level will create and follow a set scope and sequence which alternates units of Science and Social Studies.

At VPWHC, the year-long academic planning ensures that both Science and Social

¹³ Calkins, Lucy McCormick (1986). *The Art of Teaching Writing*. (1st ed.) Portsmouth, NH: Heinemann.

Studies will be organized into cohesive units that build upon one another as the year progresses. VPWH's instruction will alternate throughout the year with one unit focused on Science explorations each day, while the next unit will focus on Social Studies lessons. This will ensure that teachers have uninterrupted stretches of time to develop scholars' depth of knowledge and to support their mastery of the material.

- **Physical Education:** VPWH's physical education program will be 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. Village Preparatory School :: Woodland Hills Campus standards will be aligned with state and national standards.
- **Unity Circles:** Unity Circles will be held on Fridays when the school will meet as a whole and highlight success and challenges within the school environment. The meetings will be led by faculty and staff but will also provide leadership opportunities for students. During Unity Circles, individual students and classes will be rewarded for their accomplishments throughout the week.
- **Enrichment:** Students who are not in need of additional academic support will participate in enrichment during the last hour of the school day, students will be able to participate in programs which may include, but is not limited to: soccer, student government, debate, and computer literacy.

Differentiated Instruction during Guided Practice

Students learn at different rates but all deserve to be challenged at appropriate levels. During guided practice, excellent teachers use a number of techniques to ensure that all student needs are met, including the following:

- **General Strategies:**
 - Learning contracts: an agreement between each student and teacher that indicates which of a set of centers or objective-driven learning activities a student will undertake and in what order. Contract specifies when teacher will hold student accountable for material.
 - Learning from Text Circles: leveled groups of students who engage in different studies of a piece of written material or the same study of different texts.
- **Differentiation by Interest:**
 - Choice boards: work assignments are written on cards that are placed in hanging pockets. Students are asked to select a card from a particular row of pockets.
 - Students can choose to master an objective selecting from questions based on their individual interest
- **Differentiating for those who have mastered the material:**

- Have a bonus or challenge problem on the board for students who finish early.
 - Select outstanding students to serve as peer tutors or editors. They can circulate the room to help other students with the problem-solving process.
 - Provide board space for outstanding students to model their problem steps.
 - Tiered assignments that begin with basic skills and then allow those who have mastered these to progress to more high-level case-studies or real-life applications of material.
 - Independent study or expert journal.
- **Differentiating for those who have not mastered the material:**
 - Provide notes or graphic organizers to students who need additional support.
 - Create a center for one-on-one help with a teacher or peer-tutoring opportunities.
- **Differentiation by Learning Style:**
 - Tiered assignments – students select activities from a list in which all are designed for mastering a particular objective through a particular learning style.

Check for Understanding¹⁴

Good drivers check their mirrors every five seconds. They need to know what's happening around them as they drive because waiting for an accident to tell them they're doing something wrong is a costly strategy. A master teacher tests whether her scholars understand the concepts she's teaching as often as she can. She constantly checks the mirrors and adjusts her driving. That is, she finds opportunities to assess what her kids know and can do *while she's teaching*. Some of these checks for understanding may be in the moment decisions, but to ensure that they happen consistently, check for understanding activities are built into every lesson plan. She uses that information constantly to inform what she does and how she does it. Her feedback loop is measured in minutes, not days. Here are some of the tools Village Preparatory School :: Woodland Hills Campus teachers use to do that:

- Dip-sticking¹⁵: Asking a sample of students of a wide-range of skills a common question (or a set of similar questions on a common topic) to gauge the level of mastery of the whole class. This can be done through cold calling, asking for hands, or through choral responses.

¹⁴ The Taxonomy of Effective Teaching Practices, p. 64.

¹⁵ The Taxonomy of Effective Teaching Practices, p. 67.

- Hand signals¹⁶: Asking students to use non-verbal signals to show their answer to a series of questions: “One finger up if you got A; two up if you got B,” etc.
- Observation¹⁷: Observation is the second most common (and arguably most effective) way to determine whether scholars understand a concept, especially because it addresses a key validity challenge - kids can often answer correctly verbally but not in writing. Therefore you want to see them write the answers out before you sign off. Further, observation, which involves circulating when scholars are doing independent seat work to observe mastery levels, is faster than questioning- you can see more data points more rapidly. Like questioning this skill does not so much involve changing activities as it does thinking of the information in front of you through a different lens - as data. Instead of circulating to see how close to finished students are or whether they are working, you would specifically look for the number and type of errors they are making, possibly even tracking them on a short response sheet so you can organize and refer back to the data later.

Academic Standards

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

To ensure that the school’s standards are challenging and content-rich, Village Preparatory School :: Woodland Hills Campus will assemble a team of experts for each core subject area to evaluate and provide input into the development of content and performance standards during the planning year. VPWH will also consult with other high performing charter schools in Ohio and around the country. This will allow Village Preparatory School :: Woodland Hills Campus to develop content and performance standards that lay a solid foundation to prepare all students to excel in middle school, high school and college.

Promotion Policy

Village Preparatory School :: Woodland Hills Campus believes that students should only be promoted when they have demonstrated mastery of academic standards. Village Preparatory School :: Woodland Hills Campus is founded upon the understanding that promoting students to the next grade because of their age, not their readiness to do the work, is not beneficial to students. Thus, one of the most critical and distinctive aspects of Village Preparatory School :: Woodland Hills Campus’s academic program is its promotion policy. To build a culture of learning and achievement, and to ensure students

¹⁶ The Taxonomy of Effective Teaching Practices, p. 69.

¹⁷ The Taxonomy of Effective Teaching Practices, p. 68.

demonstrate readiness for the next grade level, VPWH will use a strict and simple promotion policy.

In order for students to be promoted to the next grade, they must meet certain criteria. It will be a continued goal at Village Preparatory School :: Woodland Hills Campus to keep parents informed to provide a premier, college-prep elementary experience. Below are specific areas of concerns that could affect the promotion of a student. Data from each criterion will be reviewed by the school directors and teachers in order to make decisions around promotion and retention.

- **Standards-Based Student Report Card**

Each standard on each subject on the student's individual report card is assigned a numeric grade to indicate how well the student performed. Students receive a 4, 3, 2, or a 1 for each area. A "4" indicates 90-100% accuracy, a "3" indicates 80-89% accuracy, a "2" indicates 70-79% accuracy, and a "1" indicates $\leq 69\%$ accuracy on the assignments for a given standard. Students must receive no less than a 70% passage rate on standards in reading and math in order to be promoted.

- **Important Considerations**

Attendance and Punctuality: The student's attendance patterns (excused and unexcused absences, tardies, and early checkout) and its affect on student progress will be taken into account.

Homework Completion and Quality: Students will be expected to complete all assigned homework with quality, accompanied with a parent signature. This includes the nightly reading log and the behavior log. Although promotion and retention will not be based on completing homework, homework quality and completion helps to ensure that students will perform well on in-class assignments and assessments.

A Final Word on the Promotion Policy

Retention and/or placement decisions will be made only after the school has notified and conferred with parents throughout the year (progress reports, report cards and parent conferences, etc.) as to the student's progress or lack thereof. Promotion of a student from one grade to the next shall be based solely on that individual student having met applicable promotion criteria as described above. However, the final decision to promote a student shall rest solely with the Head of School, with appropriate input from the school directors, the student's teachers, and the professional staff.

Homework and Independent Reading

Even though Village Preparatory School :: Woodland Hills Campus students will have a longer school day than other public school students, the amount of instructional time available is not sufficient for students to master the school's content and skill objectives. It is essential that students continue their learning at home.

All Village Preparatory School :: Woodland Hills Campus students will receive a reading log and homework every night. In total, they will receive approximately 20 to 40 minutes worth of work in grades K-1. Assignments will be clearly linked to objectives covered by the classroom teacher. They will call on students to practice skills and content that has previously been mastered to help reinforce the skills and content. They will be accompanied by clear written directions capable of being understood by the student and his or her family.

Students will also be expected to read independently (or with a family member) for a minimum of 20 minutes every night (including Saturday and Sunday). They can read books of their choice that are in their home or ones borrowed from their Reading Backpack. Each classroom pair of teachers will maintain a system to ensure that Reading Backpacks which go home are returned. If books are not returned, teachers cannot send home any new books. Teachers will inform the Co-Director of situations in the cases, in which, a student fails to bring back reading material sent home.

1.4 Target Population

Village Preparatory School :: Woodland Hills Campus will serve primarily low income, African American students.

1.5 School Calendar and Daily Schedule

Village Preparatory School :: Woodland Hills Campus will offer a minimum of 920 hours of instruction, annually. The governing authority shall annually approve a calendar that may include, but is not limited to, instructional days, assessment days, professional development days, holidays, extended day/year time, parent events, and other school-related events. The calendar is subject to change as necessary, and any changes shall be approved by the governing authority.

Village Preparatory School :: Woodland Hills Campus's academic year will provide an extended school day within an extended school year – both proven effective in urban settings with low-performing public school students. Students therefore will have the support and time needed to prepare for rigorous middle programs. Enrichment programs including Art, Physical Education and Character education and tutoring will enhance the school day, providing students with an in-depth knowledge of the curriculum and the confidence to achieve in a high-expectation environment.

The academic year will be 183 days, from the middle of August through the second week of June. Village Preparatory School :: Woodland Hills Campus will follow Cleveland Municipal Public School's schedule for some holidays and all closures related to weather. The school day will begin at 7:30 a.m. with breakfast followed by a community Morning Meeting. Read Aloud and Reading Blocks will start at 8:15 a.m., with each block as 40 minutes long. Daily lunch and recess will be 30 minutes and dismissal will be at 3:30 p.m..

In an impoverished community with established schools performing below state averages and students below proficient levels, Village Preparatory School :: Woodland Hills Campus will redouble efforts to ensure urban students bridge the gap between their performance and that of their suburban counterparts. VPWH will provide all students 145 minutes of literacy and 90 minutes of math instruction and tutoring sessions. Each Friday the school day will be accelerated with dismissal at 1:30 p.m. to provide all staff Professional Development and collaboration opportunities, with dedicated time to review ongoing student achievement, share effective teaching practices, and review curriculum and assessment development. Teachers will have two planning periods each day. Math and reading instructors will be expected to observe, evaluate, and self-evaluate weekly by attending their colleague's class during one afternoon planning block per week. Teamwork and grade level planning will be an integral part of the staff culture at VPWHC.

The school year for the staff will begin in mid July with a three to four week orientation. In the beginning of the school year, students will participate in an orientation prior to beginning of core academic instruction. This orientation will introduce students to the culture of high expectations and no excuses at VPWHC. It will also provide direct instruction and practice of school-wide expectations, procedures, and routines.

The school is based on a trimester schedule with each trimester lasting approximately 64 days. Teachers will compile test and class grades promptly, and report cards will be picked up at school by parents one week following trimester exams at parent-teacher conferences. Progress reports will be sent home midway through each trimester. Professional Development days for staff will be scheduled throughout the year. Village Preparatory School :: Woodland Hills Campus will end its academic year with parent-teacher conferences followed by a school and family event to foster school culture and celebrate the year's successes.

In addition to an extended school day and year, each classroom will have two teachers present. The co-teacher model allows for Flexible Ability Groupings in the core subjects of Language Arts and Math. This model will also allow for greater differentiation, more thoughtful instruction and planning and more individualized attention for each child.

Village Preparatory School :: Woodland Hills Campus students will be expected to follow school rules and meet school expectations from the moment they enter the building. By enforcing high expectations from the moment students start their day with us, VPWH will set a “threshold” which signals to students that it is time to leave outside behaviors outside and take on the behaviors they know are expected of them at VPWHC.

The typical day in the life of Village Preparatory School :: Woodland Hills Campus students will begin at 7:30 a.m., when the majority of students will arrive to school. Each day, when a Village Preparatory School :: Woodland Hills Campus student arrives at school, a Co-Director will stand at the front door to greet each scholar with a firm handshake and a warm greeting. This initial ritual is a critical tone-setter for the day and ensures scholars understand that Village Preparatory School :: Woodland Hills Campus is a unique place where scholars learn and do great things.

After greeting the Co-Director, students will put away their homework binder and other belongings before receiving breakfast. Students will be encouraged to socialize with their peers using soft chatting voices. Towards the end of breakfast, at 8:05 a.m., students and teachers will have a Community Meeting which includes the Pledge of Allegiance and School Promise. At 8:10 a.m., students will line up silently with their classmates and walk in a straight line to their classroom, where they will start their day with a Morning Meeting which will include a Read Aloud. All students will have three Reading blocks before lunch and depending on the grade, Math and Math Meeting will be either before or after lunch, for a total of 145 minutes of literacy and 90 minutes of math instruction along with a snack, an energizer and handwriting instruction.

For lunch, students will walk silently to the cafeteria, collect their lunch, and sit silently. Once every student is seated, the lead teacher will signal to the group that they have permission to talk quietly while they eat.¹⁸

When lunch is over, students will return to their classroom for academic classes. These lessons include Math and Math Meeting, Science, Social Studies, Writing and Enrichment classes including Art, Physical Education and Character Education.

From 3:15 p.m. to 3:25 p.m., teachers will lead students to the Multi-Purpose Room to retrieve their belongings and prepare for dismissal. At 3:30, students will be dismissed from the Multi-Purpose Room to either their bus assignment or to their parent or guardian for pick-up.

¹⁸ This approach is modeled after KIPP Academy Lynn.

The number of school days, daily and weekly schedules, programmatic components, and first and last day of school may be adjusted to best serve student needs.

1.6 Special Student Populations

Students with Learning Disabilities

Village Preparatory School :: Woodland Hills Campus 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. Village Preparatory School :: Woodland Hills Campus will educate students with disabilities in the Least Restrictive Environment (LRE) and with their non-disabled peers, to the extent appropriate and allowed by each student's individualized education plan (IEP). The school will not discriminate in admission and enrollment practices against students having, or suspected of having, disabilities.

At Village Preparatory School :: Woodland Hills Campus all students, regardless of ability, can achieve academically. Village Preparatory School :: Woodland Hills Campus will provide students with disabilities with a Free and Appropriate Public Education (FAPE), and to ensure that all students' needs are well met, Village Preparatory School :: Woodland Hills Campus will hire teaching staff who have the appropriate special education licensure issued by the Ohio Department of Education, and will hire a Special Education Director to work closely with the 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 Village Preparatory School :: Woodland Hills Campus meets every student's needs:

- Upon enrollment, families will complete questionnaires to identify if their child has received special education services or has been diagnosed as having a disability.
- Once students are enrolled in the school, the Special Education Director will communicate with families regarding students already receiving Special Education Services.
- The staff will implement existing IEPs and provide an appropriate education within the Least Restrictive Environment and as appropriate, will meet with families to rewrite IEPs.
- For all students, academic progress will be monitored regularly and students who are not showing academic progress will receive additional supports (i.e. after school tutoring). 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, Village Preparatory School :: Woodland Hills Campus will serve all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, Village Preparatory School :: Woodland Hills Campus will meet those needs with existing or appropriately licensed contracted staff.

Village Preparatory School :: Woodland Hills Campus will provide two kinds of interventions: school-wide programs and referral-based services. School-wide programs have no screening criteria: all students can participate in these programs. These programs include Title 1 tutors. Referral-based services directly target students with particular deficits – whether academic, organizational, socio-emotional or behavioral – that put them at risk for academic failure. Students will be referred to these services using a three-fold process:

- Using beginning-of-year data to identify students early
- Regular six-week check-ins to identify students in need of services
- A clear process for ad-hoc referrals

Accommodations and Modifications: A student’s IEP will list accommodations that need to be made in the general education classroom that all teachers must, by law, implement on a daily basis. In the most literal sense, the accommodations that will be made to adjust for a student’s special needs are simply an extension of differentiating instruction techniques that good teachers implement on a regular basis.

- Generally speaking, **accommodations** do not alter the substance of the curriculum, but instead include adjustments to structures and delivery methods (such as seating arrangements, using graphic organizers, etc.) that assist the student to engage in the curriculum. Simply put, accommodations provide an alternative way of accessing the same curriculum.
- **Modifications** are changes made to the curriculum itself (such as when a student is assigned a different book or exercise, for example). Modifications should be used only sparingly, and only if accommodations do not meet the needs of the students.

The accommodations or modifications made for particular students will ultimately be purposeful responses to a particular learning difference experienced by a child. As a result, it is difficult to create general protocols for adjusting instruction that will apply to

every situation. Nonetheless, a teacher's objectives, lesson plans, instructional methods, and assignments can be differentiated as follows:

- **Size.** A common method of differentiating instruction is to adapt the number of items that the learner is expected to learn or complete, or to adapt the amount of information that a student is provided at one time.
- **Time.** Another common approach is to extend the time that a student has to complete some task or learn some material. You may find it helpful to individualize the timeline upon which a project is expected to be completed, for example.
- **Input.** A teacher can adapt the way instruction is delivered to students, by using a variety of visual aides, concrete examples, or hands-on activities.
- **Output.** Similarly, one can adjust the types of output that the students are producing. Perhaps projects, tasks, or presentations might be an appropriate adjustment for a student whose disability makes written expression very difficult.
- **Level of support.** Consider increasing the amount of personal assistance the learner is receiving during a given task.
- **Participation.** Students' disabilities can sometimes be inextricably intertwined with self-esteem issues. In some case, too public a form of participation can inhibit a student's learning. You may want to consider adapting the extent to which, or ways that, a certain learner is expected to participate.

Limited English Proficiency (LEP) Program

Village Preparatory School :: Woodland Hills Campus will serve its LEP students in accordance with all applicable Federal Laws and Regulations and in compliance with Ohio Revised Code Section 3301.07.11. LEP students are subject to all state testing requirements. Village Preparatory School :: Woodland Hills Campus 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.
- Village Preparatory School :: Woodland Hills Campus 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.
- Village Preparatory School :: Woodland Hills Campus will report the number of LEP students attending the school to the district and the state.

Village Preparatory School :: Woodland Hills Campus 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 Village Preparatory School :: Woodland Hills Campus is designed exclusively to meet the school's mission. If students are to leave VPWH 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 students English as efficiently as possible. At a minimum, VPWH 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 Village Preparatory School :: Woodland Hills Campus is well prepared for high performance for Limited English Proficient Learners. Most prominently, students will receive 145 minutes of literacy instruction each day, which includes extensive instruction in phonemic awareness and phonics. The double literacy periods will also allow for LEP pull-outs as needed.

Research Supporting Structured English Immersion

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

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

- percent comparing bilingual education to immersion found that kids learned to read better through immersion. Not a single study found the reverse.”¹⁹
- Cara Morlan of the Independence Institute, a nonprofit, nonpartisan Colorado think-tank, writes, “In California, children enter school speaking one of 140 different languages, yet only Spanish-speaking students are put into traditional bilingual education programs. These students are then the immigrant group that does the worst in school, has the highest dropout rate, the lowest test scores and the lowest college admissions.” Ms. Morlan finds that only 5% of these students were gaining proficiency in English each year.²⁰

In-class modifications: All teachers of ELL students need to be familiar with instructional strategies aimed at assisting ELL students. Throughout the school year, Village Preparatory School :: Woodland Hills Campus teachers will be trained on specific techniques to “shelter” content (i.e. teach content in a way that is most accessible to English Language learners). Until formally trained, the following strategies can serve as a good starting point for doing so:

1. Maximize the Accessibility of Lessons

- Constantly build context for new terms and ideas. Good teachers can hear their lesson the way their students hear it. These teachers are constantly modifying their instruction so that someone learning English can understand the concepts being discussed. Simplifying concepts, expanding on new ideas, and providing students with clear definitions and comparisons may make it easier for students with limited English proficiency to understand what you are teaching.
- Use strategies to maximize students’ comprehension. Specific strategies include:
 - Clarification checks – Checking for understanding is important for all students, including ELL students. Some students may be shy or wary of letting teachers know when they are lost.
 - Pacing – Vary both the speed and speech of the voice. Recognize that for ELL students, comprehension can increase if speech is slower.
 - Modify the speech – Speak slowly, enunciate clearly, and be sure to allow wait time before soliciting answers to questions. Break complex sentences down into simple sentences and avoid the use of idioms
 - Use visual aides to clarify key concepts – Graphic organizers, pictures, graphs, objects, and maps may be a better way to introduce new knowledge or skills to ELL students, as these tools are less language-dependent.
- Record the lessons and make the recordings available to the students.
- Use demonstrations or role-plays to show and act out new ideas.

2. Respectfully and Strategically Encourage English Language Learners

¹⁹ “Immersion v. Bilingual Education”, The Business Journal of Raleigh/Durham, December 26, 1997.

²⁰ “Structured Immersion, An Alternative to Traditional Bilingual Education” Independence Institute, Issues Backgrounders 2000-4, July 26, 2000.

- Encourage students to speak, but do not force them. Students with limited English proficiency are often self-conscious about their English speaking skills. Moreover, some research indicates that language learners learn more quickly if they have a period of quiet listening time to become familiar with the sounds of the language
- Correct speaking errors indirectly or by modeling appropriate language. It is also important to correct students' errors so that they can continue to improve. Model the appropriate language in the response.
- Use appropriate assessments. It is important to create assessments that reflect the students' mastery of the material being covered and not only English skills.

3. Proactively Value and Embrace Students' Language and Culture in the Classroom

- Show ELL students that their native language is valued.
- Use rich and varied resources from the students' cultures.

Gifted Students

Village Preparatory School :: Woodland Hills Campus understands that some students, by virtue of intellectual gifts or advanced preparation, will need additional academic challenges. The design of Village Preparatory School :: Woodland Hills Campus's curriculum is especially well-suited to serve these students.

Village Preparatory School :: Woodland Hills Campus will set an extremely high bar for academic performance demanding reading of literature in all grades, challenging math curriculum and writing across all subjects. 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.

Flexible Ability Groupings will also support the learning needs of VPWH's gifted students. Students who are reading above grade level may work from a higher level text during literacy instruction. Students who excel in math and science may receive special projects in place of subject material that has already been mastered. Enrichment periods will provide other intellectual pursuits which may include arts, physical education or character education.

Village Preparatory School :: Woodland Hills Campus 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

Village Preparatory School :: Woodland Hills Campus 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

Village Preparatory School :: Woodland Hills Campus believes that accountability is a strong driver of student achievement, and that accountability requires clear, measurable, data-driven goals that fully align with the school's mission. VPWH has identified achievement goals which measure the school's success. Reaching VPWH's achievement goals will be the primary measure of the school's success – students must be learning to a high and demanding degree and must exceed Ohio state standards.

In many cases, the goals represent annual goals such as each sub-group of students will make Adequate Yearly Progress (AYP) in reading as defined by No Child Left Behind (NCLB) legislation; in some cases they describe goals to be obtained over the term of the charter, such as 75% of Village Preparatory School :: Woodland Hills Campus (VPWHC) students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Ohio Reading Achievement Assessment in 3rd and 4th grades. All goals are established to ensure that VPWH students meet or exceed Ohio state standards, make AYP and reach academic proficiency by 2014 as outlined in NCLB.

In addition to administering the Ohio Achievement Assessment (OAA) each year, VPWH plans to administer the TerraNova assessment. All assessment results will evidence the longitudinal, value-added outcomes of VPWH's educational program and provide comparative measures with a local and national cohort. The goals outlined below demonstrate the school's commitment to exceed the results produced by local public schools and raise the bar for public education in Cleveland.

Academic Indicator Statement 1: Students at VPWH 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 3rd and 4th grades. *Metric: Reading OAA*
- (b) The percentage of students who have attended the school for two or more years who attain an OAA Reading score of Proficient, Accelerated, or Advanced in the 3rd and 4th grades will exceed the average percentage for Cleveland Metropolitan Schools by at least 15%. *Metric: Reading OAA*

- (c) In a cohort analysis of longitudinal growth, the average annual increase of percentiles among VPWH students on the TerraNova Reading Test will average 5 percentiles per year until the average percentile score reaches 75.²¹ *Metric: TerraNova*
- (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 Indicator Statement 2: Students at VPWH 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 4th grade.²² *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 Cleveland Metropolitan Schools. *Metric: Writing OAA*
- (c) In a cohort analysis of longitudinal growth, the average annual increase of percentiles among VPWH students on the TerraNova Writing Test will average 5 percentiles per year until the average percentile score reaches 75. *Metric: TerraNova*

Academic Indicator Statement 3: Students at VPWH 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 3rd and 4th grades. *Metric: Mathematics OAA*
- (b) The percentage of students who have attended the school for two or more years who attain an OAA Math score of Proficient, Accelerated, or Advanced in the 3rd and 4th grades will exceed the average percentage for Cleveland Metropolitan Schools by at least 15%. *Metric: Mathematics OAA*
- (c) In a cohort analysis of longitudinal growth, the average annual increase of percentiles among VPWH students on the TerraNova Math Test will average 5 percentiles per year until the average percentile score reaches 75. *Metric: TerraNova*
- (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*

Organizational Viability Indicator Statement 4: VPWH will be fully enrolled and demonstrate high levels of daily attendance and student retention.

²¹ Scores will be based on same-student grade-level cohorts evaluated in June of each year, except when it is necessary to evaluate new students in September upon entering the school. Percentile scores will be converted into NCEs, averaged, and then returned to percentile scores to ensure statistical accuracy. Scores will be available for reporting to the state authorizer and other interested parties in both NCEs and Percentile scores. These procedures apply to Terra Nova in Reading, Writing, and Math.

²² This is contingent upon the state resuming the writing test which was discontinued during the 2009-2010 school year.

Measurable Target(s) with Metric(s):

- (a) VPWH student enrollment will be at 100% of projected enrollment described in the charter application at the beginning of each school year. *Metric: The school will track enrollment numbers and provide detailed analysis in annual report.*
- (b) The VPWH waiting list will be equal to 25% of each entry-grade point enrollment until January 1st of each school year. *Metric: The school will track enrollment numbers and provide detailed analysis in annual report.*
- (c) 75% of students who begin the school year at VPWH will remain in the school throughout the academic year. *Metric: The school will track enrollment numbers and provide detailed analysis in the annual report.*
- (d) 85% of students who complete the school year and meet expectations at VPWH will re-enroll for the following school year. *Metric: The school will track enrollment numbers and provide detailed analysis in annual report.*
- (e) Average daily student attendance at VPWH will be at or above 93% over the course of each school year. *Metric: The school will track enrollment numbers and provide detailed analysis in annual report.*

Organizational Viability Indicator Statement 5: VPWH 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 Indicator Statement 6: VPWH 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 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 school will administer parent surveys annually.*

Faithfulness to Terms of Charter Indicator Statement 7: Students at VPWH will be prepared for success in college-preparatory middle schools.

Measurable Target(s) with Metric(s):

- (a) 50% or more of students who attend VPWH for three consecutive years will enroll in college preparatory middle schools. The number of students attending college preparatory middle schools will increase, on average, five percent per year until 100% is achieved. *Metric: The school will track the middle schools into which the graduating fourth graders enroll. Middle schools that are rated Effective or Excellent on the most recent Ohio Department of Education's School Year Report Card will be considered college preparatory.*
- (b) In a survey given to parents of 4th grade students who have attended VPWH for three consecutive years, 80% will agree or strongly agree with the statement, "VPWH Preparatory School prepared my child for success in middle school." *Metric: The school will administer parent surveys annually.*

Faithfulness to Terms of Charter Indicator Statement 8: English Language Learners and students with Individualized Education Plans (IEPs)²³ at VPWH will progress academically at least at the same rate as all students in the school on yearly administered tests.

Measurable Target(s) with Metric(s):

The average percentile increase on the TerraNova tests in Reading, Writing, and Mathematics among English Language Learners and students with Individualized Education Plans (IEPs) at VPWH will equal or exceed the average percentile increase of all students in the school.

Organizational & Financial Goals

In addition to academic metrics, ensuring a fiscally sound, efficient operation is a priority for VPWHC. To that end, VPWH will measure its performance against the following goals:

Student Population Served

Enrollment: Students Enrolled Versus Plan (85%)

Under Served Population: Students Eligible for Free & Reduced Meal Program (80%)

Financial / Operational Metrics

Performance to School Budget (10%)

Successful Annual Audit

ODE Compliance Reporting (100%)

Teacher Retention Year over Year (80%)

Staff Retention Year over Year (80%)

23 This will include all students with disabilities except those that are administered the OAA Alternative Assessment for Students with Disabilities.

Teacher & Staff Survey Participation (90%)
Teacher & Staff Satisfaction (80%)
Staff Diversity (TBD)
Staff & Teacher Evaluations Completed by School Leadership (90%)

Additionally, VPWH will work with Breakthrough Charter Schools, VPWH's charter management organization (CMO) to ensure the school is 1) dedicating more dollars and resources to student instruction; 2) improving the efficiency of operations; 3) providing improved services at decreased costs.

1.8 Academic Assessment

Since one's educational and professional career includes passing tests at a high level in order to gain access to prestigious schools and careers, Village Preparatory School :: Woodland Hills Campus will focus on making all students excellent test-takers. This is done to make sure students have access to the schools and careers that they want.

Plans for selecting or developing relevant high-quality assessments.

The following assessments will be used for diagnostic, formative, and summative purposes. Each assessment has been carefully selected based on research validated methods and in co-ordinance with the current Ohio Department of Education regulations.

Diagnostic

- KRA-L, Kindergarten Readiness Assessment-Literacy
- TerraNova
- Initial DIBELS testing
- Initial DRA testing
- Initial bi-monthly writing prompts
- Diagnostic Saxon Math assessment

Summative

- Ohio Achievement Assessments
- Unit Tests, Quizzes, and Homework
- TerraNova

Formative

- DIBELS
- DRA
- Bi-monthly writing prompts
- Saxon assessments
- Homework, Exit Tickets, Conferencing, Anecdotal Records, other best practice methods

It is the commitment of Village Preparatory School :: Woodland Hills Campus to create, use, and analyze highly effective assessments. The role of assessments in the school culture is broken down threefold:

1. Developing high quality internal assessments
 - a. Begin with the end in mind
 - b. Clear, concise delivery of content
2. Diligent preparation for OAA
 - a. Based on state indicators and benchmarks
 - b. Guided practice/strategies for short answer & extended response questions
3. Analysis of summative and formative assessments to guide instruction and reinstruction
 - a. Identifying whole group strengths and weakness in content areas
 - b. Reteaching weaknesses and reviewing strengths
 - c. Identifying specific students and targeting specific areas of need

The following table gives a broad overview of the summative assessments students will take during their time at VPWHC.

VPWHC Summative Assessments

Assessment	Abbreviation	Frequency	K	1 st	2 nd	3 rd	4 th
Kindergarten Readiness Assessment-Literacy	KRA-L	Once per year					
TerraNova	N/A	Twice per year except K	Language Arts, Math, Science and Social Studies				
Ohio Achievement Assessment	OAA	Once per year				Reading, Math	Reading, Math, Writing ²⁴
Dynamic Indicators of Basic Early Literacy Skills	DIBELS	7 times per year	Various components are administered depending on time of year and grade level				
Developmental Reading Assessment	DRA	3 times per year					
Bi-Monthly Writing	N/A	Bi-monthly					

²⁴ This is contingent upon the state resuming the writing and social studies test which was discontinued during the 2009-2010 school year.

Prompts			
Saxon Assessment	N/A	Weekly	
Unit Tests, Exit slips, Homework	N/A	Varies	All Subject Areas
Ohio Test of English Language	OTELA	If needed per student	

External Assessments

External assessments refer to assessments administered to Village Preparatory School :: Woodland Hills Campus students that are not created by the school’s teachers. A brief description of each assessment is included below.

Kindergarten Readiness Assessment-Literacy (KRA-L): The Ohio Department of Education (ODE) has developed a brief assessment tool, the Kindergarten Readiness Assessment – Literacy (KRA-L), that helps teachers identify early reading skills. The KRA-L is required of all children entering kindergarten in public schools for the first time. It is not required for children being retained in kindergarten. The assessment measures skill areas important to becoming a successful reader. It also helps teachers plan for experiences and lessons that encourage reading.²⁵

TerraNova Assessment, Third Edition Multiple Assessments: The TerraNova, Third Edition Multiple Assessments, measures important higher-order thinking skills as well as basic and applied skills. These assessments generate norm-referenced achievement scores, criterion-referenced objective mastery scores, and performance-level information. The assessment includes reading, language, mathematics, science, and social studies tests and it is the only standardized achievement test to combine selected-response items with constructed-response items that ask students to produce their own responses

Ohio Achievement Assessment: The Ohio Achievement Assessment (OAA) is a criterion-referenced test which means that the results can be used to determine a student's progress toward mastery of a content area. The “criterion” is the standard of performance established as the passing score for the test; in this case the “criterion” is based on the Ohio Academic Content Standards. In Ohio, the proficiency levels used to describe student performance fall in the following five categories: Limited, Basic, Proficient, Accelerated, and Advanced. Students receive a scaled score based on their performance on the test, and this score falls on the test scale range.

²⁵ Ohio Department of Education - OAA

Dynamic Indicators of Basic Early Literacy Skills (DIBELS)²⁶: Village Preparatory School :: Woodland Hills Campus will use the various components of DIBELS™ which is a standardized, individually administered test of reading accuracy and fluency with connected text. The DIBELS™ measures assess the 5 Big Ideas in Beginning Reading:

1. Phonemic Awareness is measured by Initial Sounds Fluency (ISF) and Phoneme Segmentation Fluency (PSF)
2. Alphabetic Principle is measured by Nonsense Word Fluency (NWF)
3. Accuracy & Fluency with connected Text is measured by Oral Reading Fluency (ORF)
4. Vocabulary is measured by Word Use Fluency (WUF is still under development)
5. Comprehension is measured by ORF and Retell Fluency (RTF)

Developmental Reading Assessment (DRA)²⁷: Give educators the tools they need to observe and document student reading abilities as well as inform instructional practice. DRA determines each student's independent (or instructional) level with an evaluation of three components of reading: reading engagement, oral reading fluency, and comprehension. The assessment also determine student's instructional needs with the completed Continuum. Based on those needs, teachers create a plan documenting what each student needs to learn next with the Focus for Instruction. Once the assessment is complete, teachers can use this information to differentiate instruction and create instructional groups. Teachers are able to obtain in-depth information with DRA Word Analysis, included with DRA2 K-3. This diagnostic assessment provides educators with a systematic means to observe how struggling and emerging readers attend to and work with various components of spoken and written words.

Ohio Test of English Language Acquisition (OTELA): State and Federal law require an annual assessment of K-12 Limited English Proficient (LEP) students to measure their English language proficiency. The Ohio Test of English Language Acquisition (OTELA) is the assessment used for testing English language proficiency for Ohio LEP.

The OTELA differs from ELDA in that it is comprised of shorter forms (fewer test items) for each tested domain. These shorter OTELA forms address the same English Language Proficiency standards and are of comparable reliability. ODE estimates that the overall test administration time required for the OTELA forms will be less than 40 percent of that required for the full length ELDA test forms.²⁸

²⁶ https://dibels.uoregon.edu/faq.php#faq_dib1

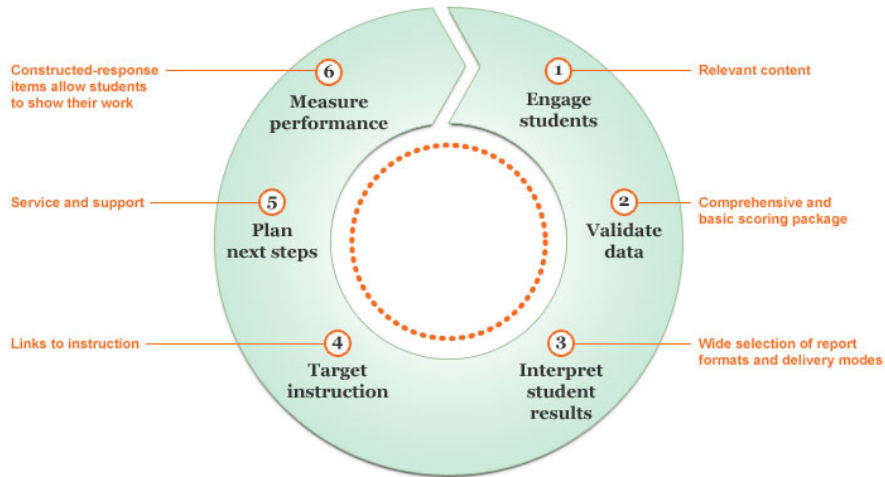
²⁷ <http://www.pearsonschool.com>

²⁸ Ohio Department of Education website tab- OTELA.

Internal Assessments

Internal assessments refer to assessments administered to Village Preparatory School :: Woodland Hills Campus students that are created by the school's teachers. Village Preparatory School :: Woodland Hills Campus teachers will use the basic model below to build for success on rigorous assessments.

A model for meeting student achievement standards:



Each educator will assess for mastery of material, but use this data to form instruction and re-teach curriculum when necessary. A brief description of internal summative assessments is included below:

Unit Tests: Each teacher will construct an end of the unit test for all units presented. These assessments will only cover the material presented in the current unit. There may be several unit tests given during a trimester, depending on the length of the constructed units.

Exit Tickets: As a daily part of each teacher's lesson plan, the exit tickets can be used in a summative or formative fashion. They give a snap shot as to each student's comprehension of the day's lesson.

Assessment Calendar

The following dates will help Village Preparatory School :: Woodland Hills Campus teachers prepare carefully for each assessment that is administered during the year. Some assessments are given during exact dates, and for others a window of time is given when the assessment may be administered. Instructional time is precious, so Village Preparatory School :: Woodland Hills Campus administrators seek to protect this time

whenever possible. The following dates will be taken into account during the curriculum development process.

- **Kindergarten Readiness Assessment – Literacy (KRA-L)**
 - Week of August 6, 2012
- **TerraNova**
 - Fall Administration: Week of October 15, 2012
 - Spring Administration: Week of April 22, 2012
- **Ohio Achievement Assessments:**
 - Schedule TBD for 3rd grade during 2014/2015 SY
- **Ohio Test of English Language Acquisition (OTELA)**
 - Spring Administration – Tuesday, January 7, through Friday, March 8, 2013
- **Dynamic Indicators of Basic Early Literacy Skills (DIBELS™):**
 - **Diagnostic:** Week of August 13th, 2012
 - **Formative:** Week of September 20th, 2012, week of November 5th, 2012, week of January 7th, 2013, week of February 5th, 2013, week of March 18th, 2013
 - **Summative:** Week of May 6th, 2013
- **Development Reading Assessment (DRA):**
 - **Diagnostic:** Week of August 13th, 2012
 - **Formative:** Week of January 7th, 2013
 - **Summative:** Week of May 6th, 2013

Identification of who will be responsible for administering assessments and collecting and analyzing the data: All external and internal assessments will be administered by the teaching staff of VPWHC, including classroom teachers and the special education department. These tests will be administered under strict guidelines to ensure the best possible environment and with the highest regard for administration ethics.

The OAA will be collected and submitted to the state for review and evaluation.

How the school's stakeholders will use these assessment results: KRA-L (results are sent to the state for review), DIBELS, DRA, unit tests, quizzes, homework, and other school administered assessments will be collected, evaluated, and analyzed by the teaching staff of VPWHC. The administration will provide one professional development day at the end of assessment cycles to analyze the data collected and inform future instruction.

The results of assessments such as the TerraNova and OAA as a school will not only be used as a way to compare Village Preparatory School :: Woodland Hills Campus with other public and private schools in the state, but to continue to improve instruction and delivery of material. The state provides item analysis data to hash out potential school wide strengths and weaknesses.

1.9 School Climate and Discipline

Village Preparatory School :: Woodland Hills Campus's discipline policy will be included in the school's student handbook.

EXHIBIT 2: FINANCIAL PLAN

EXHIBIT 2: FINANCIAL PLAN

2.1 Budget

The proposed five-year budget for VPWHC, subject to change per approval of the school's governing board, follows.

School:	VPWHC					
5 Year Summary	2012-13	2013-14	2014-15	2015-16	2016-17	Total:
Total Revenue	\$ 1,972,304	\$ 2,732,903	\$ 3,137,679	\$ 3,681,636	\$ 4,239,901	\$ 15,764,424
Total Expenses	\$ 1,833,133	\$ 2,642,783	\$ 3,136,077	\$ 3,665,215	\$ 4,193,290	\$ 15,470,499
Over/(Under)	\$ 139,171	\$ 90,120	\$ 1,601	\$ 16,421	\$ 46,611	\$ 293,924
Total Enrollment	180	270	355	435	510	
5 Year Projected Budget	2012-13	2013-14	2014-15	2015-16	2016-17	Total:
REVENUE						
State Revenue						
Formula Kindergarten	\$ 232,784	\$ 364,358	\$ 479,063	\$ 587,021	\$ 688,232	\$ 2,351,459
Formula Grades 1-12	\$ 457,778	\$ 716,521	\$ 942,093	\$ 1,154,396	\$ 1,353,429	\$ 4,624,217
Intervention Aid	\$ 8,329	\$ 13,036	\$ 17,140	\$ 21,002	\$ 24,623	\$ 84,130
Limited English Proficiency	\$ 1,192	\$ 1,865	\$ 2,452	\$ 3,005	\$ 3,523	\$ 12,036
Professional Development Aid	\$ 1,709	\$ 2,674	\$ 3,516	\$ 4,309	\$ 5,052	\$ 17,260
PBA All Day KDG	\$ 229,695	\$ 359,523	\$ 472,706	\$ 579,232	\$ 679,099	\$ 2,320,256
Dropout Prevention Aid	\$ 9,008	\$ 14,099	\$ 18,538	\$ 22,716	\$ 26,632	\$ 90,993
Classroom Learning Opportunities	\$ 145,074	\$ 227,072	\$ 298,558	\$ 365,839	\$ 428,915	\$ 1,465,458
Community Outreach Aid	\$ 9,437	\$ 14,771	\$ 19,422	\$ 23,798	\$ 27,901	\$ 95,330
Spec Ed Weighted Amt.	\$ 13,318	\$ 20,845	\$ 27,407	\$ 33,583	\$ 39,374	\$ 134,526

CTA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parity Aid	\$ 78,345	\$ 122,626	\$ 161,231	\$ 197,565	\$ 231,628	\$ 791,394
PreSchool Unit Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grads Teacher Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transportation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Food Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total State Revenues	\$ 1,186,667	\$ 1,857,392	\$ 2,442,127	\$ 2,992,465	\$ 3,508,407	\$ 11,987,059
Federal Revenue						
CCIP						
Title I	\$ 50,343	\$ 75,515	\$ 99,288	\$ 121,663	\$ 142,640	\$ 489,450
Title I ARRA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title I SI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title II-A (PD)	\$ 5,075	\$ 7,612	\$ 10,009	\$ 12,264	\$ 14,379	\$ 49,338
Title II -D (Tech.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title III (LEP & Immigrant)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title IV (Safe & Drug Free)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title V (Innovative Ed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Title VI (Rural Ed)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IDEA-B (Spec. Ed)	\$ 13,086	\$ 19,629	\$ 25,808	\$ 31,624	\$ 37,077	\$ 127,225
SFSF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PCSP	\$ 225,000	\$ 225,000	\$ -	\$ -	\$ -	\$ 450,000
Food Service (Federal Lunch/Breakfast Program)	\$ 77,133	\$ 122,505	\$ 161,071	\$ 197,369	\$ 231,398	\$ 789,477
Total Federal Revenues	\$ 370,637	\$ 450,261	\$ 296,177	\$ 362,921	\$ 425,494	\$ 1,905,490
Total Fundraising Revenues	\$ 415,000	\$ 425,250	\$ 399,375	\$ 326,250	\$ 306,000	\$ 1,871,875

TOTAL REVENUE	\$ 1,972,304	\$ 2,732,903	\$ 3,137,679	\$ 3,681,636	\$ 4,239,901	\$ 15,764,424
EXPENSES						
Administrative Personnel Costs*						
Executive Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Instructional Management	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 450,000
Deans, Directors & Coordinators	\$ 125,000	\$ 195,000	\$ 195,000	\$ 195,000	\$ 195,000	\$ 905,000
CFO/Director of Finance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operations/Business Manager	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 325,000
Administrative Staff	\$ 32,000	\$ 67,000	\$ 67,000	\$ 67,000	\$ 67,000	\$ 300,000
Other	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 110,000
Total Administrative Personnel Costs	\$ 334,000	\$ 439,000	\$ 439,000	\$ 439,000	\$ 439,000	\$ 2,090,000
Instructional Personnel Costs*						
Teachers - Regular	\$ 504,000	\$ 756,000	\$ 1,008,000	\$ 1,218,000	\$ 1,428,000	\$ 4,914,000
Teachers - Special Ed	\$ 114,000	\$ 190,000	\$ 228,000	\$ 304,000	\$ 380,000	\$ 1,216,000
Substitute Teachers	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 2,700	\$ 13,500
Teaching Assistants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specialty Teachers	\$ -	\$ 84,000	\$ 84,000	\$ 168,000	\$ 210,000	\$ 546,000
Aides	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Therapists & Counselors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Instructional Personnel Costs	\$ 620,700	\$ 1,032,700	\$ 1,322,700	\$ 1,692,700	\$ 2,020,700	\$ 6,689,500
Non-Instructional Personnel Costs*						
Nurse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Librarian	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Custodian	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Instructional Personnel Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal # personnel*	21.0	33.0	40.0	49.0	57.0	
Subtotal Personnel Costs	\$ 954,700	\$ 1,471,700	\$ 1,761,700	\$ 2,131,700	\$ 2,459,700	\$ 8,779,500
Payroll Taxes & Benefits						
Payroll Taxes & Benefits	\$ 35,324	\$ 54,453	\$ 65,183	\$ 78,873	\$ 91,009	\$ 324,842
Employee Benefits	\$ 105,017	\$ 161,887	\$ 193,787	\$ 234,487	\$ 270,567	\$ 965,745
Retirement/Pension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STRS/SERS	\$ 133,658	\$ 206,038	\$ 246,638	\$ 298,438	\$ 344,358	\$ 1,229,130
Total Payroll Taxes & Benefits	\$ 273,999	\$ 422,378	\$ 505,608	\$ 611,798	\$ 705,934	\$ 2,519,717
Contracted Services						
Accounting/Audit	\$ 7,250	\$ 7,250	\$ 7,250	\$ 7,250	\$ 7,250	\$ 36,250
Legal	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 20,000
Treasurer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Data Reporting	\$ 2,700	\$ 4,050	\$ 5,325	\$ 6,525	\$ 7,650	\$ 26,250
Management Company Fee	\$ 94,933	\$ 185,739	\$ 244,213	\$ 299,247	\$ 350,841	\$ 1,174,973
Nurse/Health Services	\$ 23,596	\$ 37,476	\$ 49,274	\$ 60,378	\$ 70,788	\$ 241,512
Food Service/School Lunch	\$ 77,133	\$ 122,505	\$ 161,071	\$ 197,369	\$ 231,398	\$ 789,477
Payroll	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 1,450	\$ 7,250
Special Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sponsorship Fee	\$ 17,800	\$ 27,861	\$ 36,632	\$ 44,887	\$ 52,626	\$ 179,806
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Contracted Services	\$ 228,862	\$ 390,331	\$ 509,215	\$ 621,106	\$ 726,003	\$ 2,475,517
School Operations						
Board Expenses	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 2,250	\$ 11,250
Classroom/Teaching Supplies & Materials	\$ 20,000	\$ 20,000	\$ 20,000	\$ 16,000	\$ 16,000	\$ 92,000
Special Education Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Textbooks/Workbooks	\$ 35,000	\$ 35,000	\$ 35,000	\$ 28,000	\$ 28,000	\$ 161,000
Supplies & Materials Other	\$ 36,000	\$ 32,400	\$ 32,400	\$ 25,920	\$ 25,920	\$ 152,640
Equipment/Furniture	\$ 34,500	\$ 34,500	\$ 34,500	\$ 27,600	\$ 27,600	\$ 158,700
Telephone	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 52,500
Technology	\$ 51,762	\$ 51,762	\$ 51,762	\$ 41,410	\$ 41,410	\$ 238,105
Student Testing & Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Trips	\$ 2,500	\$ 3,750	\$ 4,931	\$ 6,042	\$ 7,083	\$ 24,306
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Services (Other)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Expenses	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,750	\$ 8,750
Staff Development	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 62,500
Staff Recruitment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Recruitment/Marketing	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 35,000
School Meals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel (Staff)	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 20,000
Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total School Operations	\$ 217,762	\$ 215,412	\$ 216,593	\$ 182,971	\$ 184,013	\$ 1,016,751
Facility Operation & Maintenance						
Insurance	\$ 17,750	\$ 17,750	\$ 17,750	\$ 17,750	\$ 17,750	\$ 88,750

Janitorial	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 100,000
Building and Land Rent/Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 130,000
Equipment/Furniture	\$ 46,500	\$ 31,652	\$ 31,652	\$ 6,330	\$ 6,330	\$ 122,465
Security	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 10,000
Utilities	\$ 45,560	\$ 45,560	\$ 45,560	\$ 45,560	\$ 45,560	\$ 227,800
Total Facility Operation & Maintenance	\$ 157,810	\$ 142,962	\$ 142,962	\$ 117,640	\$ 117,640	\$ 679,015
TOTAL EXPENSES	\$ 1,833,133	\$ 2,642,783	\$ 3,136,077	\$ 3,665,215	\$ 4,193,290	\$ 15,470,499
UNDER/(OVER)	\$ 139,171	\$ 90,120	\$ 1,601	\$ 16,421	\$ 46,611	\$ 293,924

2.2 Financial Management

The Board of Directors of the School reviews and adopts policies that include but are not limited to the following:

- Provision of a Fiscal Officer
- Establishment of Finance & Audit Committees
- Authorization of approved school staff for all school expenditures
- General Accounting Objectives
- Accrual Methodology of Accounting
- Establishment of a Chart of Accounts Consistent with USAS
- Use of Funds based on Applicable Law
- Property Obtained with Federal Title I Grants Policy
- Required Monthly Financial Statements to be reviewed
- Annual Audit requirement
- Periodic filing of taxes as required by law
- Sponsor Financial Reporting
- Required preparation of Annual Report
- State Reporting as required by law
- Budget Adoption and Semi-Annual 5 Year Projections as required by ODE
- Use of Grants and Contributions
- Fundraising and Solicitation of Contributions
- Cash & Asset Management
- Capitalization of Assets
- Asset Inventory
- Insurance Coverage Requirements
- Collection of Revenues & Accounts Receivable
- Cash Receipts
- Payment of Invoices & Accounts Payable
- Payroll System & Deductions
- Independent Contractors Policy
- Purchasing Philosophy & Approval Requirements
- Gifts Policy

Full text of these policies is available upon request. The policies comply in full with, and exceed in most cases, the Ohio Auditor of State requirements as well as Ohio Revised Code Section 3314.

Additional internal controls include:

- Access to the Ohio Auditor of State Annual Community School training provided to each school's finance manager, and all schools' Board members;
- Established operational procedures and processes ensure School staff comply with the Board adopted policies. Submission processes, deadlines, forms, and approval authority are outlined for internal use by the School, are available upon request;
- Weekly meetings with staff responsible for executing fiscal policies and procedures to address questions and specific needs within and across schools.

The board and school leadership are responsible for monitoring the effectiveness of both established policies and procedures as well as the adherence of staff to these policies and procedures. Fiscal responsibility and adherence with policy are included in both the school leader and the operational and administrative staff job responsibilities and performance evaluation.

2.3 Transportation, Food Service, Other Partnerships

Village Preparatory School :: Woodland Hills Campus may work with school districts and/or other entities for the provision of transportation services and food service.

2.4 Insurance

Village Preparatory School :: Woodland Hills Campus will maintain insurance in accordance with this Contract.

EXHIBIT 3: GOVERNANCE PLAN

EXHIBIT 3: GOVERNANCE PLAN

3.1 Governing Body

A productive, ethical, engaged board is essential for governance and sustainability. Village Preparatory School :: Woodland Hills Campus's:: Woodland Hill Campus's board is committed to the school's mission and vision, sharing a common belief that VPWH's academic model promotes student achievement and life-long success. The board seeks to provide a balanced blend of expertise and skills to ensure knowledge that spans the many functions of school governance. Consideration is given to board candidate backgrounds including not-for-profit governance, finance, legal, academic, real estate, fundraising, and other specialty experience.

Regular reporting and meetings compliant with the Ohio "Sunshine Laws" enable the board to effectively govern the school. Programmatic, fundraising, operational and legal matters are brought to each meeting for purposes of information, discussion, and approval as warranted. Monthly financial reports are also provided as set forth in VPWH's Finance Policies & Procedures, as adopted by the board, including year to date profit & loss, balance sheet, cash flow, fund balances, and check register reports.

No more than 40% of the board of trustees is affiliated with any single entity, except possibly another community school board.

3.2 Governing Board Composition.

The founding board of Village Preparatory School :: Woodland Hills Campus 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.

Village Preparatory School :: Woodland Hills Campus's members include:

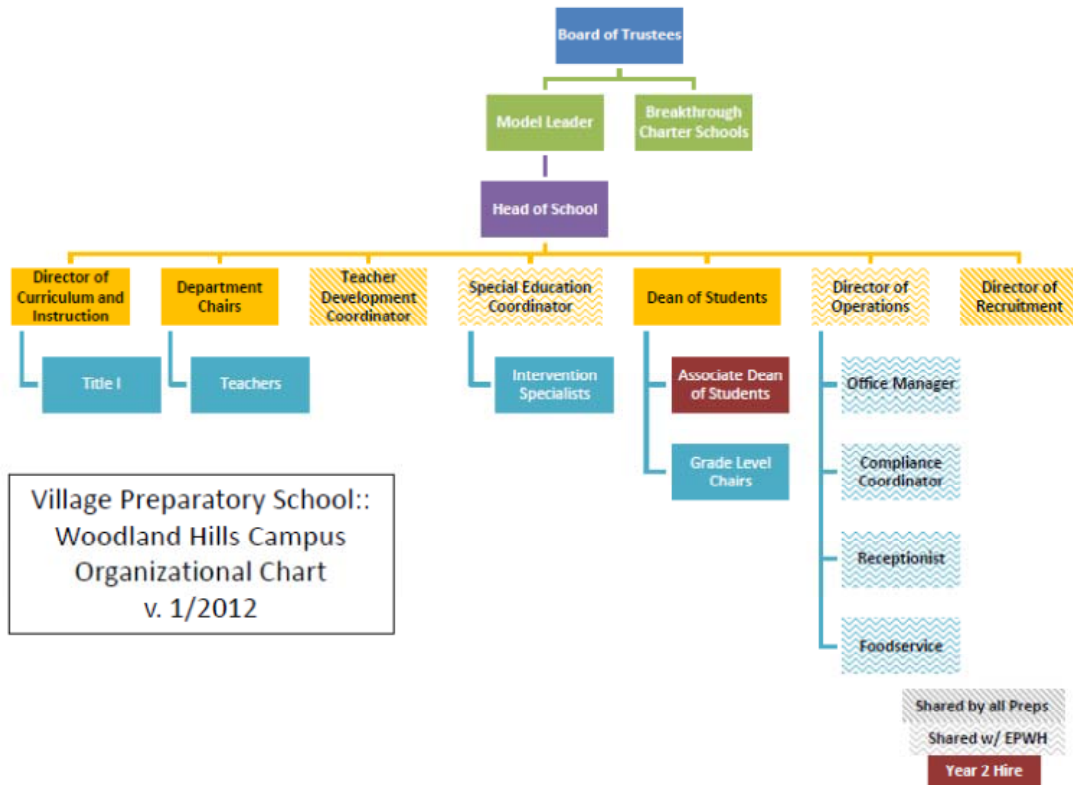
- Neal, Wendy – Ms. Neal is Communications Manager for Brown, Gibbons, Lang & Co. Investment Bankers, and in that role leads the firm's global marketing and communications efforts, including media relations, web strategy, advertising, direct marketing and event management. Ms. Neal spent five years as the marketing director for Global M&A, BGL's international partnership of corporate finance firms. Her previous experience includes sales, marketing and communications, including positions with Fortune 500 corporations and non-profit charities.
- Kopit, Alan - Alan S. Kopit is an attorney whose practice is focused in the areas of Commercial Litigation; Construction Law; Creditors' Rights, Reorganization and Bankruptcy; and Government Relations (a practice he co-chairs). Alan is also chair of the Information Management Committee. Mr. Kopit served as president of the Cleveland Bar Association for the 1996-97 term. In 1987, he was appointed by President Ronald Reagan to serve as a White House Fellow, and assigned as the Special Assistant to Secretaries of Defense Caspar Weinberger and Frank

- Carlucci. Alan was also appointed by Cleveland Mayor Michael White to serve as co-vice chair of the Cleveland Bicentennial Commission. He currently provides regular "on-air" commentary on legal issues on The Today Show (NBC). In 2008, Alan was elected to the board of directors of the White House Fellows Foundation and Association, the alumni arm of the President's Commission on White House Fellowships.
- San Marco, Kristen - Kristen San Marco is a Vice President at Carleton McKenna & Company. Prior to joining Carleton McKenna, she worked as an analyst in the Debt Capital Markets Group of PNC (formerly National City Corporation) where she focused on private placement and syndicated loan transactions. Ms. San Marco began her career as an analyst in National City's Corporate Banking Development Program. She is a co-founder and member of the executive committee of Minds Matter of Cleveland and also serves on the board of Entrepreneurship Preparatory School (E Prep). She graduated summa cum laude from Baldwin-Wallace College with a B.A. in Business Administration.
 - Asomugha, Chijoke - Mr. Asomugha is a principal investor at Cyprium Partners a leading middle-market private equity firm. Prior to joining Cyprium Mr. Asomugha worked at Goldman, Sachs & Co. in the Investment Banking division. While at Goldman, he was actively involved in the advisory and execution of cross-border acquisitions and M&A transactions. From 2007 to 2008, Mr. Asomugha served as an International Development Fellow focusing on economic development and private equity in emerging markets, specifically sub-Saharan Africa. He currently serves on the Cabinet of the United Way Generation Next, and is a founding board member of an urban charter school in the Cleveland-area. Mr. Asomugha received his B.A. with a double major in Economics and Public Policy from Stanford University and his M.B.A. from Columbia Business School, where he was a Robert Toigo Fellow.
 - Lisa Johnson - Ms. Johnson is a college professor at Cuyahoga Community College where she teaches courses geared towards Early Childhood Education focusing on literacy, behavior and math and science courses. She has also previously served as a Kindergarten Teacher in the Cleveland Area.

3.3 Management and Operation

Village Preparatory School :: Woodland Hills Campus's school leader reports directly to the school's Board of Directors. In addition, this person is led by a curricular leader at VPWH's CMO, Breakthrough Charter Schools, who leads all schools within the chosen model (i.e., Entrepreneurship Prep). Teacher coaching and development are critical roles of the school leader to ensure the best possible growth of each of VPWH's students every day.

Village Preparatory School :: Woodland Hills Campus Organizational Chart



Head of School: Responsible for all matters within the school: budget, staffing (including hiring, coaching, and performance management of all teachers within the school), safety, compliance, and Board Management.

Director of Curriculum & Instruction (hired year 2): Works with the Head of School to develop curriculum, support and coach teachers in ongoing instruction and professional development.

Dean of Students: Supports the Principal in all school matters; interacts with students and parents; assists with classroom management needs.

Student & Family Coordinator: Responsible for program development to encourage student and family connectivity to the school; responsible for outreach within the community to ensure full enrollment of the school.

Director of Operations: Oversees all of the daily school operational functions related to processing accounts payable, managing inventory, compliance, facilities management, and other school needs that arise.

Office Manager: Manages the school front office. Interacts with students and parents; supports data entry for enrollment and withdrawal of students and manages student files.

Food Service Coordinator: Assist with food preparation and distribution for snacks and meals on a daily basis.

Compliance Coordinator (hired year 2): Responsible for the timely reporting of all student, staff, and school data to State, Federal and Sponsor interests. Manages the Student Information System (SIS) for the school.

3.4 Staffing and Human Resources

As discussed above, Village Preparatory School :: Woodland Hills Campus will be led by a Head of School, who will report on all school matters to the school board, and will be coached, mentored, and held accountable to the Breakthrough Charter Schools School Model Leader. (The Breakthrough Charter Schools School Model Leader will be a former School Building Leader or School Executive Director who has been through the many challenges of starting and/or running a school, and who will be able to provide the support, mentorship, and advice required to successfully open and run VPWHC.)

The Head of School will lead a team including:

Dean of Students: Supports the Head of School in all student & family related matters, especially regarding student behavior, discipline, and building a strong school culture to encourage positive, productive behavior and attitude among the student body.

Director of Curriculum and Instruction: Will support the head of school in all curricular matters, as well as in the observation, coaching, and development of teachers; will develop, adapt, and employ proven curricular practices and be an education leader among the staff.

Student & Family Coordinator: Responsible for student outreach and recruitment; responsible for working with families to encourage positive, productive relationships and interactions among the school, students, and families; will work directly with and support the Head of School and Dean of Students; also, responsible for working with the community to develop strong and productive partnerships to strengthen the school, community, and experience for students.

Director of Operations: Oversees all of the daily school operational functions related to processing accounts payable, managing inventory, compliance, facilities management, and other school needs that arise.

The qualities and characteristics required of a successful school leadership team to run the school successfully include a commitment to the following:

1. Put children's needs first, in every single decision made
2. Hold everyone to the highest expectations, from VPWH's youngest students to the staff to the board chair
3. Share a never give up attitude, no matter what it takes
4. Believe in VPWH's students, and know that every child can learn and excel

Specifically, the Head of School will demonstrate the following qualities, required to successfully lead the school and allow the staff to live up to the governing board's expectations for school, staff, and most importantly student success:

1. Passion for the vision and mission of the school
2. 5+ Years education experience (preferably 3+ years teaching in an urban environment)
3. Master's Degree in education / education-related field preferred
4. Experience coaching teachers in varied instructional strategies
5. Demonstrated success as a multi-tasker, team player, and collaborator
6. Experience in implementing performance management and assessment systems, including benchmark systems for teachers & students alike
7. Strong communication, organizational, and interpersonal skills
8. Self-motivated with the ability to meet deadlines and work independently
9. Commitment to diversity and inclusion
10. Ability to enforce high standards and manage conflict with firmness and compassion

The Head of School will also be supported by the Breakthrough Charter Schools CMO Support Team, which will directly support the school's leadership. The experience and talent this team brings to bear will support the school leadership as they work through all the challenges facing the startup of a new school, including the procurement and furnishing a school building. Having operational, facilities, financial, compliance, IT, and communications systems in place will allow the school leadership to focus primarily on the most important parts of the job as VPWH opens its doors: ensuring VPWH provides an outstanding education to students.

This structure – a strong school leadership team, led by an empowered Head of School, with both operational CMO support and CMO leadership and coaching -- provides the support required to deliver excellence for VPWH's students and families.

Teacher qualifications are subject to change at the discretion of the school leader and may include, but not be limited to, the following:

Desired qualifications and responsibilities of teachers:

- Interact frequently and respectfully with children;
- Support the school's mission, philosophies, values, goals, and policies toward parents/guardians and coworkers;
- Implement a developmentally appropriate curriculum which reflects observations and goals of individual children;
- Facilitate regular parent/guardian communications and conferences to discuss student progress;
- Demonstrate classroom management skills to an entire group whether working with a whole class or small group
- Keep the classroom environment organized and attractive;
- Offer and share ideas and materials with coworkers;
- Participate actively with the teaching team through communication, collaboration, and curriculum planning;
- Analyze data to individualize the education process.

Skills and Characteristics:

- Strong instructional skills and classroom management
- Demonstrated mastery of subject matter
- Unyielding commitment to students, self and school's constant learning and development
- Relentlessness - doing whatever it takes to ensure success
- Team player
- Excellent communication skills
- Highly organized
- Belief in the school's mission, educational model, and core values
- Maturity, humility, strong work ethic, sense of humor, and roll-up-my-sleeves attitude

Educational Background and Work Experience:

- Two years of teaching experience with a record of high student achievement preferred
- Bachelor's degree from an accredited college or university
- Willingness to seek certification if not already certified

3.5 Professional Development

School Leader and Teacher Leader Support Strategies

Strong school and teacher leaders are a prerequisite for successful schools. As such, VPWH will not only focus on the professional development of the school's teachers, but also on its leaders. For teachers and educational leaders the most effective methods are those targeted to the specific professional development needs of the school, students, and

culture. In other words, very general or “generic” professional development will not serve the purpose at VPWHC. VPWH plans to take a three-pronged approach to professional development: Building Excellent Schools workshops (out of state), Uncommon Schools workshops based on Doug Lemov’s *Teach Like a Champion* techniques (out of state), and Decision Point one-on-one professional coaching (on site). All three are described in detail below.

Building Excellent Schools (BES) is a Boston-based nonprofit organization that trains urban charter school founders and offers follow-on training services to its member schools. BES has successfully provided professional development to E Prep, the school that VPWH is closely modeled after. E Prep’s original Head of School was a BES-trained fellow, and its current Head of School has worked in two other BES-founded charter schools. BES has followed E Prep’s progress each year since inception, offering very useful assessments and training. In the inaugural school year, the school would like to offer VPWH’s teacher leaders and school leaders the opportunity to attend BES “Weekend Warrior” workshops. These three-day workshops are held at other BES charter schools and each workshop addresses a different topic such as “Leading Adults,” “Teacher Recruitment & Selection,” “Curriculum & Instruction,” and “Teacher Feedback.” The workshops include time for observation at the hosting charter school and deep study and analysis of what is seen, under the guidance of a BES staff member. Teachers have placed high value on these times of relationship building with other charter school leaders, and have expressed the feeling that it is good to know others who are “crazy about education,” as they are. One day of the three-day workshop is also spent learning and practicing specific strategies that are used in successful classrooms. Typically, there are four workshops offered- February, April, October, December. Village Preparatory School :: Woodland Hills Campus plans to send at least two leaders to each workshop.

Uncommon Schools is a network of high-performing charter schools that are in New York and New Jersey and include those that E Prep School’s founders studied before opening E Prep. Doug Lemov is a part of the Uncommon Schools network and is the Founder of School Performance, an Albany-based non-profit that provides diagnostic assessments, performance data analysis, and academic consulting to high performing charter schools. He is a founder and the former principal of the Academy of the Pacific Rim Charter School in Boston, regarded as one of the highest performing urban charter schools in the country. Mr. Lemov has served as a consultant to the KIPP Schools, BES, and others. He is the author of *Teach Like a Champion*, which is a book that describes 49 specific techniques used by highly-effective teachers in the classroom. Uncommon Schools has created two-day training workshops based upon Lemov’s work and is offering them to a select group of charter schools. They are in the train-the-trainer format

so that participants will be prepared to teach what they have learned in their home schools. The workshops available at this time are: “Behavior and Culture“ (covering the most effective ways to build and enforce high expectations for behavior and build student buy-in), “High Academic Expectations/Engaging Academics” (techniques that build rigor and substance in teaching and help teachers engage students positively in rigorous academic work), “The Reading Workshop” (covering five critical aspects of reading-fluency, vocabulary, comprehension, decoding and “control the game” focusing on making oral reading productive). These workshops are offered in Albany, New York, where Uncommon Schools has a presence. There is typically one workshop held each quarter. VPWH plans to send two VPWH staff members to each workshop.

Decision Point is a Cleveland-based consulting firm that specializes in executive coaching for organizational effectiveness. Vic Pergola is the founder and Principal of Decision Point and has 20 years of executive coaching experience with over 3,000 individuals. The firm’s client list will be provided upon request and includes the Cleveland Clinic, Sherwin Williams, Cleveland State University, Smucker’s, and local banks and law firms. Mr. Pergola values and operates from a viewpoint of understanding individuals’ personality types and how this knowledge can strengthen individual and team performance toward mission fulfillment. Mr. Pergola worked with E Prep and Village Prep during the 2009-2010 and 2010-2011 school years. Goals for this professional development will likely include:

1. Coalesce the team into strong functioning units
2. Prepare a select group of leaders for step up responsibilities in the coming year(s)
3. Identify bench strength to be groomed forward into created vacancies
4. Strengthen overall teamwork, emotional resiliency, communication values
5. Maintain a mission focus throughout all leadership development
6. Interact with various constituencies to secure leadership functionality

Rationale for Engaging Decision Point:

An investment in professional development is an investment in VPWH’s teachers and leaders. Prioritizing and thoughtfully designing professional development sends a strong message to those staff members. It tells them they are valued highly. This is a primary goal, along with increasing the effectiveness of Village Preparatory School :: Woodland Hills Campus and the quality of its outcomes.

The professional development plan described herein is a result of listening to what E Prep model school educators need and desire. They see every hour of every day as very valuable, and their number one priority is student achievement. They therefore want professional development that meets them where they are and helps them advance in their craft (i.e., a “canned” workshop on, say, teambuilding, is not applicable to this

environment where teachers are already beyond the norm in ability to work as a team). E Prep model teachers are eager to perfect their classroom teaching techniques and their classroom management skills; E Prep model educational leaders are eager to refine their organizational management skills and their teacher recruiting and hiring practices. All would like to address how these things are perfected within the particular context of E Prep model schools, and with the particular student population that is served.

At the same time, teachers who are as mission-focused and relentless as these teachers (often arriving at school at 7:00 a.m. and not leaving until 6:00 p.m. or later, day in and day out), are at risk of losing their work-life balance. For this reason, the leadership coaching provided by Vic Pergola is a key piece of VPWH's professional development plan. With his assistance, Village Preparatory School :: Woodland Hills Campus's teachers and school leader can learn to work effectively and efficiently through understanding of their individual work styles and by learning to access the strengths of other team members.

Teacher Support Strategies

A strong staff culture is critical to a school wide culture of high expectations. VPWH will not only employ staff who have similar educational beliefs, but will also provide the support and professional development for these individuals to continuously improve and thrive. The ability to provide this professional development and support largely comes from the effective development of the teachers and school leader (described above).

- **Summer Institute:** Staff members will participate in three weeks of orientation (four weeks for new teachers) in the summer to review teacher and student expectations and to model and practice school wide systems to ensure consistency prior to students' arrival. Teachers will receive professional training and support on curriculum and assessment development, and alignment of the curriculum to state and national standards. This focus on curriculum before school starts will enable the teachers to have a clear scope and sequence for curriculum over the course of the year and will promote proper pacing of instruction to meet academic goals. The training related to each of these major areas will be guided by internally developed manuals including:
 - Curriculum, Instruction, and Assessment
 - Overview and School Operations
 - Classroom Management, School Culture, and Student Character
- **Staff Expectations:** All staff will sign a contract outlining the shared commitment to hard work, support, and academic excellence. No teacher will be employed at VPWH unless they are committed to these expectations. When the staff shares the same beliefs and works towards common goals; there is no limit to the achievement gains that they can make with their students.

- **Professional Development:** To maintain a culture of high expectations, teachers must be trained to be consistent in their delivery and to be critical in their analysis of student data. During Summer Institute, all staff will review teacher and student expectations and model and practice school wide systems to ensure consistency. In addition, teachers will be guided and supported in the alignment of their curriculum to the state and national standards to ensure that there is a “roadmap” to success that they can follow. Further professional development during the year will be internally driven and will focus on student achievement; the school’s leadership will look at student data to determine strengths and weaknesses in the curriculum and to understand who needs additional support. In addition, VPWH staff will analyze teaching methods via peer review and support one another to improve the effectiveness of staff members to achieve significant gains with their students. The third component of the school’s professional development will center on visits to other high performing schools. In order to improve, staff must learn from those who demonstrate consistently that their students can achieve at high levels with similar demographics and socioeconomic factors present. Finally, there will be intensive study of Doug Lemov’s book *Teach Like a Champion* and the related DVD clips.
- **Novice Teachers:** VPWH will follow the Ohio Department of Education’s Teacher Residency program requirements. In addition, E Prep Schools employs a teacher mentor that has successfully guided a number of new teachers. The lessons learned by this mentor will be shared with the leaders of VPWHC.

Funding for Professional Development

The funding for the professional development program will come from grants written by the Friends of Breakthrough Charter Schools (formerly the Friends of E Prep). The Friends organization has successfully raised money to fund similar professional development programs at E Prep and Village Prep, two schools in the E Prep family, over the last five years.

Benefits for staff

The board will evaluate employee benefits options and will secure benefits that may include but not be limited to health insurance.

3.6 Student Recruitment and Enrollment

VPWH Enrollment Plan

Grades	Ages	Number of Students				
		Year 1 2012 - 2013	Year 2 2013 - 2014	Year 3 2014 - 2015	Year 4 2015 - 2016	Year 5 2016 - 2017
K	5 - 6	90	90	90	90	90
1	6 – 8	90	90	90	90	90
2	7 – 9		90	90	90	90
3	8 – 10			85	85	85
4	9 – 11				80	80
Total students		180	270	355	435	435

As indicated by the enrollment targets above, VPWHC believes that academic success can be best achieved by a low student to teacher ratio. Village Preparatory School :: Woodland Hills Campus expects the student:teacher ratio not to exceed 16 students per teacher in any given class. This allows individualized student attention and enables both rapport and clear expectations between the students and teachers of VPWH.

Over 5 years, Village Preparatory School :: Woodland Hills Campus will reach its intended final enrollment of 435 students by opening the school with two grades and subsequently adding one grade per year. Kindergarteners will be admitted based on having celebrated age 5 birthdates on or before September 30 of the enrollment year. These target numbers represent expected average enrollment in any given year. The school expects to backfill grades K, 1, and 2 no later than January of each year, and expects some amount of attrition each year.

Per Ohio Revised Code section 3314.03(A)(7), the school will achieve a racial and ethnic balance of the community it serves by enrolling students that reside in Cleveland and statewide.

3.7 Community/Parent Involvement

As a non-profit organization in the community, VPWH recognizes the need to establish partnerships with local individuals and organizations. Village Preparatory School :: Woodland Hills Campus will seek partnerships to assist the leadership team in realizing the mission and reaching the school’s overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school,

assisting in the provision of mentorship, enrichment classes, and invitations to students to participate in extended summer or afterschool programs. The following lists indicate individuals and organizations that have committed to supporting the E Prep family of schools, and those whom VPWH will pursue.

Secured Supporters

- MyCom: MyCom is a community-based program that supports students with programs and services that inspire and prepare them to lead good lives. MyCom offers employment opportunities, out-of-school time activities, neighborhood resources, and special help during school transitions to kindergarten, middle school, high school and beyond.
- BGCC (Boys and Girls Club): BGCC is a youth based program that inspires and enable students to reach their full potential as productive, caring, responsible citizens. The BGCC offers programming focused on academic success, character and citizenship, and healthy lifestyles.
- CNDC (Cleveland Neighborhood Development Coalition): CNDC is a neighborhood development non-profit with several entities including, community development groups, government officials, educational institutions, related nonprofit agencies, private sector firms, funders and foundations working together to sustain the city's neighborhoods.
- YMCA of Greater Cleveland: The YMCA of Greater Cleveland provides quality programs and services across an increasingly wide spectrum that encompasses fitness, education, civic service and community health and well-being.

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:

Village Preparatory School :: Woodland Hills Campus

9201 Crane Ave
Cleveland, OH 44105

IRN number 013034, 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 noncertificated 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

Chijoke Asomugha

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