

MASTER CONTRACT

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

Dated as of July 1, 2016

COMMUNITY SCHOOL CONTRACT

TABLE OF CONTENTS

<u>Contract Section</u>	<u>Page Number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	4
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	15
<u>Article V.</u> Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 and the Individuals with Disabilities Education Improvement Act of 2004	16
<u>Article VI.</u> School Facilities and Property; Site Visits	17
<u>Article VII.</u> Letter of Approval to Operate	18
<u>Article VIII.</u> Probationary Status	18
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	22
<u>Article XI.</u> Contract Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant Against Suit	25
<u>Article XIV.</u> Assignment	26
<u>Article XV.</u> Amendments or Modifications	26
<u>Article XVI.</u> Severability	26
<u>Article XVII.</u> No Child Left Behind	26
<u>Article XVIII.</u> Dispute Resolution Procedure	26
<u>Article XIX.</u> Discrimination Policy	27
<u>Article XX.</u> Entire Agreement	27
<u>Article XXI.</u> Notice	28
<u>Article XXII.</u> Non-Waiver	29
<u>Article XXIII.</u> Force Majeure	29
<u>Article XXIV.</u> No Third-Party Rights	29
<u>Article XXV.</u> Non-Agency	29
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	30
<u>Exhibit 1</u> Education Plan	32
<u>Exhibit 2</u> Financial Plan	90
<u>Exhibit 3</u> Governance Plan	93
<u>Exhibit 4</u> Academic and Organizational Accountability Plan	112
<u>Exhibit 5</u> Letter of Approval to Operate	117
<u>Exhibit 6</u> Statement of Assurances for Start-Up Schools	119
<u>Exhibit 7</u> Roster of Governing Authority	121
<u>Exhibit 8</u> Related Party Disclosure Form	123
<u>Exhibit 9</u> Facilities Addendum	125
<u>Exhibit 10</u> Blended Learning	126

COMMUNITY SCHOOL CONTRACT

COMMUNITY SCHOOL CONTRACT

**For
KIPP Columbus**

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2016, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of KIPP Columbus, located at 2750 Agler Road, Columbus, Ohio 43224 (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 high-quality education options to needy children via a strong community school program.

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Ohio Revised Code (the "Code"). Such school shall be a public school, independent of the Columbus City School District and is part of the state education program. Pursuant to 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, Chapter 3314 of the Code, other statutes applicable to community schools, and the terms of this Contract. The Community School is educating children in grade- or age-equivalent grade levels kindergarten through twelfth.

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's 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, "KIPP Columbus is sponsored by the Thomas B. Fordham Foundation."

COMMUNITY SCHOOL CONTRACT

Article II. Term

The term of this Contract shall be for a period of one year commencing July 1, 2016 and ending June 30, 2017 (the "Term"); provided, however, that 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 and Organizational Accountability Plan).

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of non-renewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by January 15 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 if permitted to do so under Code Section 3314.07(B)(5). In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed

COMMUNITY SCHOOL CONTRACT

Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of 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 GOVERNING AUTHORITY of the Community School may enter into a Contract with a new SPONSOR in accordance with Code Section 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 Code applicable to community schools. Pursuant to and in accordance with Code Sections 3313.131 and 3314.02(E), all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity.

In accordance with Code Section 3314.03, the Community School agrees that it will remain in good standing as a nonprofit, public benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

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

In accordance with Code Section 3314.05(B)(5), 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 the 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

COMMUNITY SCHOOL CONTRACT

(\$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 the Community School) with limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than 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, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for 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, and 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 or 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 their own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

COMMUNITY SCHOOL CONTRACT

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

In accordance with Code Section 3319.39, 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 promptly provide proof of occupancy, fire inspection, health and safety inspection, lease or purchase verification, construction plans, 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 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 Code and may employ other persons as are necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the 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 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 Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

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

COMMUNITY SCHOOL CONTRACT

In accordance with 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 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 Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection, and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and Section 3319.321 of the Code.

In accordance with 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 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, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.6411, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.7112, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 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 Code as if it were a school district and comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

In accordance with 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 Code Section 3365.03, the GOVERNING AUTHORITY shall ensure that academically qualified students be permitted to participate in the College Credit Plus program.

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable.

COMMUNITY SCHOOL CONTRACT

In accordance with Code Section 3314.03(A)(31), the GOVERNING AUTHORITY shall only contract with attorneys, accountants, or entities specializing in audits who are independent from the GOVERNING AUTHORITY and any other operator of the Community School with which the Community School has contracted.

In accordance with Code Section 3314.035, the GOVERNING AUTHORITY represents that the Community School shall (i) post on the school's website the name of each member of the GOVERNING AUTHORITY and (ii) provide, upon request, the name and address of each member of the GOVERNING AUTHORITY to the SPONSOR and the Ohio Department of Education.

In accordance with Code Section 3314.036, the GOVERNING AUTHORITY shall employ an attorney, who shall be independent from the SPONSOR or the operator with which the school has contracted, for any services related to the negotiation of this Contract or the Community School's contract with the operator.

In accordance with Code Section 3314.037, the GOVERNING AUTHORITY represents that the members of the GOVERNING AUTHORITY, the designated fiscal officer of the Community School, the chief administrative officer and other administrative employees of the Community School, and all individuals performing supervisory or administrative services for the Community School under a contract with the operator of the Community School shall complete training on an annual basis on the public records and open meeting laws, so that they may comply with those laws as prescribed by division (A)(11)(d) of Code Section 3314.03.

In accordance with Code Section 3314.038, the GOVERNING AUTHORITY represents that the Community School shall annually submit to the Ohio Department of Education and auditor of the State of Ohio a report of each instance in which a student who is enrolled in the Community School resides in a children's residential center as defined under Code Section 5103.05.

The GOVERNING AUTHORITY represents that the school director, principal, or 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. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on a quarterly basis, the completed Related Parties Disclosure Form attached hereto as Exhibit 8.

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.

COMMUNITY SCHOOL CONTRACT

The Community School and GOVERNING AUTHORITY will comply with Sections 3302.04 and 3302.041 of the Code to the extent possible, except any action required to be taken by a school district pursuant thereto shall be taken by the SPONSOR, provided, however, that the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

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

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract, of the total amount of payments for operating expenses that the school receives from the state. The Sponsorship Fee will be based on the number of Full Time Enrollment (FTE) from the Community School Settlement statement and will be the sum of 2 % from a school's total state support for the first 300 FTEs, and 1.5% for all additional FTEs.

Where the majority of the governing authority membership are the same at one or more community schools sponsored by the Fordham Foundation, the SPONSOR, with written agreement from the GOVERNING AUTHORITY of each community school, may opt to combine the FTEs for each individual community school into a Total Fee. Total Fee will be comprised of all FTEs for each community school, as applied pro-rata to each school.

The sponsorship fee will increase to 2.0% for all FTEs, and for the remainder of the school year should any of the following events occur:

1. Two consecutive audits demonstrate non-compliance, deficiencies, material weaknesses, or any other material findings;
2. Referral of any matters to the Ohio Ethics Commission;
3. Site visit records compliance or Epicenter compliance (accurate/complete and on-time) falls below 79% for the year in any one category of records reviewed; or
4. The Community School is delinquent on any payments due to the Ohio Department of Education, the State Teachers Retirement System, the School Employees Retirement System or any other state agency.

Sponsorship Fees that remain unpaid for more than 30 days after they become due will accrue interest as follows: 30–60 days: 4% on any outstanding principal balance; 61–90 days: 6% on any outstanding principal balance; 90+ days: 8% on any outstanding principal balance. 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.

COMMUNITY SCHOOL CONTRACT

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR's sole discretion. This expressly includes the SPONSOR's right to access all computer systems and websites hosted by the Ohio Department of Education to the extent that such access is necessary to fulfill the SPONSOR's monitoring obligations as set forth in Code Section 3314.03(D), as well as providing all necessary information and documentation to enable the SPONSOR to submit the assurances pursuant to Code Section 3314.19 in a timely manner. 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; and the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

In accordance with Code Section 3314.03(A)(23), 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(H)(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 Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611, and 3313.614 of the Code, except that, for students who entered 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 requirements 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

COMMUNITY SCHOOL CONTRACT

subject area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

The GOVERNING AUTHORITY shall sign and complete Exhibit 10, which indicates whether the Community School is using, or plans to use, a “blended learning model” as defined in Code Section 3301.079. The GOVERNING AUTHORITY agrees that the Community School shall not operate using a blended learning model without the prior written consent of the SPONSOR. If, at any time, the Community School operates using a blended learning model, the GOVERNING AUTHORITY shall provide the following information in Exhibit 10:

1. An indication of what blended learning model or models will be used;
2. A description of how student instructional needs will be determined and documented;
3. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
4. The Community School’s attendance requirements, including how the Community School will document participation in learning opportunities;
5. A statement describing how student progress will be monitored;
6. A statement describing how private student data will be protected; and
7. A description of the professional development activities that will be offered to teachers

The GOVERNING AUTHORITY shall annually update Exhibit 10, and the SPONSOR shall review such information on an annual basis pursuant to Code Section 3314.19(N).

B. Financial Plan:

In accordance with Code 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. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and (ii) calculate and report student enrollment thereafter, all in accordance with Section 3314.08, and expend funds received as required therein. In accordance with Code Section 3314.03(B), the Community School shall submit to SPONSOR a comprehensive plan as required therein, which shall include copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.

COMMUNITY SCHOOL CONTRACT

In accordance with Code 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 Code. The GOVERNING AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of State.

In accordance with Code Section 3314.011, 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. Except as provided in Section 3314.011(D) of the Code, the designated fiscal officer shall be employed by or engaged under a contract with the GOVERNING AUTHORITY. The GOVERNING AUTHORITY shall provide prompt assurances to the SPONSOR that the Community School's fiscal officer is in compliance with Code Section 3314.011.

In accordance with Code Section 3314.03(A)(30), any and all money loaned to the Community School by the operator of the Community School, including facilities loans or cash flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports, enrollment records, and a reconciliation report for budgeted and actual costs and revenues every month, as required under Code Section 3314.023. 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 and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by the 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 the SPONSOR within two (2) business days of receipt of the same by the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY will annually conduct an inventory of all school assets, to include cost, acquired year, a brief description of the asset, and whether federal/title funds were used for the acquisition of such asset. The date the inventory was completed should also be recorded, and a copy of this inventory report must be submitted to the SPONSOR by September 30th.

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

COMMUNITY SCHOOL CONTRACT

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. Additionally, the GOVERNING AUTHORITY agrees to comply with the procedures by which the members of the GOVERNING AUTHORITY of the Community School will be selected in the future as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein. Failure to maintain at least five (5) voting members on a regular basis may result in the 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 Code 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 Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission

COMMUNITY SCHOOL CONTRACT

of students who reside outside the district and/or the state in which to Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 3314.061 of the Code. Pursuant to Section 3314.08(F), the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

In accordance with Code Section 3314.03(A)(7), 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 Code Section 3314.03(A)(6), 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 Code Section 3314.03(A)(16), the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event that 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 Code Section 3314.10, 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 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 (Epicenter) developed by the SPONSOR, including but not limited to: (i) the participation of Community School staff in all required training and (ii) the 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 of an existing GOVERNING AUTHORITY member's resignation or a new GOVERNING AUTHORITY member's appointment.

D. Accountability Plan:

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached

COMMUNITY SCHOOL CONTRACT

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, all applicable report card measures set forth in Sections 3302.03 and 3314.017 of the Code, 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 the SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

In accordance with Code Section 3314.03(A)(11)(g), the GOVERNING AUTHORITY shall submit to the SPONSOR and to the parents of all students enrolled in the Community School, an annual report within four months after the end of each school year.

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

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and 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 applicable laws 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 on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio 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 all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and (6) have in place a plan of action to be undertaken in the event that the Community School experiences financial difficulties or closes prior to the end of a school year.

In accordance with Code Section 3314.023, the SPONSOR shall provide monitoring, oversight, and technical assistance to the Community School as defined in Code Section 3314.023.

COMMUNITY SCHOOL CONTRACT

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.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will annually verify that a finding for recovery has not been issued by the state auditor against any member of the GOVERNING AUTHORITY, any operator of the Community School, or any employee of the Community School.

In accordance with Code Section 3314.019, the SPONSOR will communicate with the state auditor regarding an audit of the school or the condition of financial and enrollment records of the school and shall maintain a presence at any and all meetings with the state auditor regardless of whether the SPONSOR has entered into an agreement with another entity to perform all or part of the SPONSOR's oversight duties.

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

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

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

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.

COMMUNITY SCHOOL 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. School Facilities and Property; Site Visits

Pursuant to Code Section 3314.03(A)(9), the GOVERNING AUTHORITY and the SPONSOR shall complete Exhibit 9, which outlines the facilities to be used by the Community School and contains the following information:

1. A detailed description of each facility used for instructional purposes;
2. The annual costs associated with leasing each facility that are paid by or on behalf of the Community School;
3. The annual mortgage principal and interest payments that are paid by the Community School; and
4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the Community School or GOVERNING AUTHORITY, if any.

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

In accordance with Code Section 3314.032(A)(3), the SPONSOR and the GOVERNING AUTHORITY shall complete a list that describes the owner(s) of the Community School's facilities and property, including but not limited to its equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices. Such list shall be included in Exhibit 9 and comply with the requirements of Code Section 3314.0210

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.

COMMUNITY SCHOOL CONTRACT

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

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

Article VIII. Probationary Status

In lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may 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 this Contract;
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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. If

COMMUNITY SCHOOL CONTRACT

the SPONSOR finds at any time that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, the SPONSOR may take further action under Section 3314.073, including taking over the operation of the Community School or suspending the operation of the Community School.

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

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article 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 the 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

COMMUNITY SCHOOL CONTRACT

suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.

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

COMMUNITY SCHOOL CONTRACT

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

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

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

Upon the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall; (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing, and (iii) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School 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 Community School. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

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, that 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 fifteenth day of January 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 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's violation of 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;

COMMUNITY SCHOOL CONTRACT

9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract; or
10. Other good cause.

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal, and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 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.

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, and termination or nonrenewal of the Contract. In the event that the Ohio Auditor of State declares the Community School to be "unauditable," the GOVERNING AUTHORITY shall comply with its obligations under Code Section 3314.51.

If, at any time, the SPONSOR does not receive approval from the Ohio Department of Education to act as a sponsor to the Community School, or otherwise has its sponsorship authority revoked under the Code, then this Contract shall immediately terminate upon the occurrence of such event.

Article XI. Contract Termination Contingencies

If the Community School permanently closes and ceases its operation, or closes and ceases to operate, (i) the Community School shall comply with Section 3314.074 of the 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, and (ii) the designated fiscal officer of the Community School shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of the Community School's closure, in accordance with Section 3314.023 of the Code.

COMMUNITY SCHOOL CONTRACT

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, the Code, or the SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing, and (iv) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records which are within the SPONSOR's possession; provided that, in performing the GOVERNING AUTHORITY's statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.

In accordance with Section 3314.03(A)(20) of the Code, the GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School pursuant to 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

COMMUNITY SCHOOL CONTRACT

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

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

COMMUNITY SCHOOL CONTRACT

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

Article XVI. Severability

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

Article XVII. No Child Left Behind

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

Article XVIII. Dispute Resolution Procedure

In accordance with the 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 that 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

COMMUNITY SCHOOL CONTRACT

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, or 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, military status, national origin, sex, age, disability, or ancestry.

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.

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY
KIPP Columbus
2750 Agler Rd.
Columbus, Ohio 43234
Attn. Governing Board Chairperson

Copies to:
Vorys, Sater, Seymour and Pease LLP
Attn. Victor J. Ferguson, Esq.
52 East Gay Street, P.O. Box 1008
Columbus, Ohio 43216-1008

If to SPONSOR:

The Thomas B. Fordham Foundation
1016 16th Street, N.W., 8th Floor
Washington, D.C. 20036
Attn. Michael J. Petrilli

Copies to:

The Thomas B. Fordham Foundation
15 West Fourth Street, Suite 430
Dayton, Ohio 45402
Attn. Kathryn MullenUpton

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

COMMUNITY SCHOOL CONTRACT

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 that 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).

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

By: 
Michael J. Petrilli
President

DATE: June 14, 2016

**THE GOVERNING AUTHORITY OF
KIPP Columbus**

BY: 
Governing Board Representative

DATE: June 22, 2016

EXHIBIT 1: EDUCATION PLAN

The Governing Authority and Fordham agree to amend Exhibit 1 if new curriculum components are selected for the *Community School*.

A.1 Mission

KIPP Columbus is a student-focused community where all students develop the intellectual, academic, and social skills needed to understand and take action on issues they encounter in everyday life. In a rigorous, safe, and personalized learning environment, a culture of responsibility and service is fostered, empowering and equipping all learners to become more active and engaged citizens.

A.1.1 Vision

KIPP Columbus will be the standard of excellence among Ohio and national charter school programs and throughout the KIPP network. KIPP Columbus students will be competitively positioned for the college-prep high schools that will support them in their continued climb of the mountain to and through college.

After completing a rigorous college-preparatory curriculum aligned to both state and national academic standards and purposefully talking through and modeling character strengths, KIPP Columbus graduates will change the world.

To accomplish this aim of college and career readiness, KIPP Columbus will invest in and commit to the absolute success of its pupils in the following ways:

- Ensuring that a deep, focused commitment to the teaching cycle exists in every classroom;
- Renewing and expanding commitments to teach Character across the school and inside classrooms;
- Creating an effective, robust Data-Driven Culture, which relies on data to drive decisions that best serve students;
- Inspiring a love of learning and pride in journey by authentically celebrating team and family milestones together.

KIPP Columbus serves all students, regardless of their special education status, prior academic record, or behavioral history. Regardless of how well students are prepared academically when they enroll, they are met at their level by their teachers and then empowered to reach and exceed grade-level expectations.

In order to leave KIPP Columbus firmly on the path to college, graduates will be equipped with the knowledge, critical understanding, academic skills, self-awareness, and self-confidence necessary to succeed in competitive high schools across the city, state, and nation.

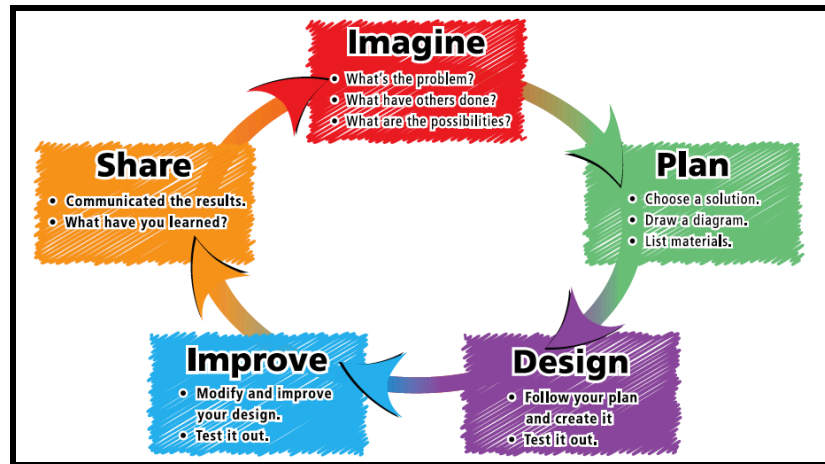
The school's vision can be summed up in this phrase: "Find your passion. INSPIRE. Own your journey."

At KIPP Columbus, each child, family, staff member, and community member has a unique journey. KIPP Columbus has sought to create an environment where each individual can cultivate his passions, live a life of positive values, and ultimately own his journey. The mission

of KIPP Columbus is to develop the character, knowledge, and skills of our students so they will succeed in college and life, giving them the freedom to shape their futures and positively affect their communities.

To bring life to this vision, KIPP Columbus will have four central priorities. These priorities will drive our annual planning, shape our professional development, and be woven throughout each school day. These four priorities outline how the school will achieve its vision.

1. **Inquiry-Based** – The “cycle of inquiry” will be central to how the school approaches learning and problem-solving:¹



In reading, math, and science, students will often begin lessons with a question that focuses the learning approach for the lesson. Throughout our academic and character programs, the school will foster an environment in which great questions pave the way to enduring understandings. As a staff, the school will use the inquiry cycle as a central means to continuously improve how the school serves students and families. The school will be staffed with innovators who seek better ways and test out new ideas.

2. **Data-Driven** – KIPP Columbus will prioritize creating systems to assess and track students’ progress. Academic data points will include STEP literacy tests, math diagnostics, technology-based assessments, unit assessments, and other regular checks for knowledge, skills, and understanding. In addition to academic data, the school will track attendance, parent engagement, and discipline. KIPP Columbus will use a central data integration system (e.g., Learning Circles) to have consistent access to a full picture of each student’s progress and achievement.

All teachers in our school will be able to tell the up-to-date data story (e.g., academics, attendance, family dynamics, character growth) for each child in their class. All students will also possess a deep understanding of their data stories. They will know their strengths, areas of growth, and how they are working to improve each day. The school

¹ Cycle of Inquiry courtesy of Reynoldsburg City Schools

will implement mechanisms to communicate students' data stories with their families and to ensure that staff, students, and families are all aligned in their collective efforts.

- 3. Individualized** – Staff will use this ongoing data to craft and facilitate tailored plans and strategies to meet the needs of each individual student and family. A large percentage of instruction will occur in small, homogenous groupings. The school will implement staffing models, school schedules, and classroom configurations that enable at least ninety minutes of small-group instruction for each student. Students will have significant time to work independently while teachers have conferences with students.

The school will also recognize the various ways that students are able to produce their best work. Instruction will reach students who prefer different modalities. Students will use project-based assignments to individually pursue areas of interest and passion. The school's behavioral system will be adaptive when specific students work best with unique plans.

- 4. Technology-Infused** – At various points throughout each school day, students will use software to grow as readers, mathematicians, and scientists. The school will strategically select software that adapts to students' needs, provides real-time feedback, and challenges students with rigorous content and goals. The school will track and celebrate daily progress and achievement of individual and collective goals.

The school will also use technology to collaborate and drive efficiencies. From assessment creation to curriculum sharing to data tracking, technology will help staff use time in ways that most directly impact student achievement and growth.

KIPP Columbus will serve as a leader in sharing within the public education community of Columbus. The educators employed at KIPP Columbus will have unparalleled opportunities for professional development within the KC network. Like other KIPP schools, KIPP Columbus will host visits from teachers and leaders from other schools in the city and region. The school will actively share the strategies that are most successful with students.

High School Expansion

Through a rigorous college-preparatory curriculum, personalized learning time, and mentoring, all KIPP Columbus High (KCH) students will be empowered to take ownership over their learning and develop not only as students, but as well-rounded people and change agents in the community. KCH students will be competitively positioned for a wide range of colleges and universities that will support them in their continued climb to a life of opportunity and choice.

To accomplish the aim of college and career readiness, KIPP Columbus will invest in and commit to the success of its students in the following ways:

- Ensure a focused commitment to deliver rigorous, standards-based college-preparatory instruction to each student
- Create an effective, robust, data-driven culture to provide each student with learning that meets their individual needs

- Renew and expand commitments to offer character and culturally relevant instruction across the school, including regular mentoring and advisory groups

A.1.2 Educational Philosophy

KIPP Columbus' core values about teaching and learning will be modeled on KIPP's five pillars. All KIPP schools are united by five principles that have resulted in success around the country. These principles distinguish KIPP Schools from other charter schools, push the mission of the school forward, and inspire student achievement. The KIPP five pillars are as follows:

More Time

At KIPP Columbus, students will spend nearly 15 percent more time learning than their peers at other public schools in Columbus. With a longer school day and year, students have ample time for instruction in reading and language arts, math, science, social studies, and foreign languages. This schedule allows students the opportunity to master the foundational academic skills and habits of character necessary for success in top high schools. This time also allows the school to foster students' creativity through enrichment activities such as art, music, and choir.

Power to Lead

The KIPP Columbus Board of Directors, which oversees its progress, governs KIPP Columbus, but the school leader carries out all daily operations with the assistance of the leadership team and KIPP Columbus staff. Curriculum choices, hiring decisions, and financial priorities are all set by KIPP Columbus staff, and the freedom from excessive regulations enables schools to respond rapidly to student and community need.

Choice and Commitment

KIPP Columbus is a citywide charter school, meaning that parents choose to send their children to the school. KIPP offers parents another choice for their child's education, and the commitment they make contributes to the high quality offered by the school. The staff members commit to do whatever it takes to ensure that the children learn and live the values of the school. This partnership helps build a school where the family and instructional staff are in constant communication to help the child maximize his abilities. These commitments are enshrined in a Commitment to Excellence form signed by all teachers, families, and students upon enrollment in a KIPP Columbus school.

Focus on Results

KIPP Columbus will constantly use data to inform school-wide goal setting, as well as daily instruction. Not only will the staff constantly assess practices in the classroom, they will also share the assessment results in weekly staff meetings and analyze them to improve the instructional program. The school will create goals for each student based on initial diagnostic assessments in the most basic math and reading concepts. Teachers will utilize daily, weekly, and unit assessments to determine that students are learning and that their teaching methods are making significant progress.

High Expectations

COMMUNITY SCHOOL CONTRACT

Along with the national KIPP network and any future KIPP schools, the KIPP Columbus faculty believes that expecting the best of staff, families, and students will result in a learning community that promotes excellence. Every staff member at KIPP Columbus expects *every* student to achieve success on measurable standards and for each child to positively contribute to the learning environment by exhibiting behavior that reflects school values. In addition to the five pillars, KIPP schools are guided by six essential questions that help assess how well KIPP Columbus is fulfilling the mission. Those six questions are as follows:

1. Is the school serving the children who need us?
2. Are our students staying with us?
3. Are our students progressing and achieving academically?
4. Are our alumni climbing the mountain to and through college?
5. Is the school building a sustainable people model?
6. Is the school building a sustainable financial model?

These six questions guide the reflection and planning process needed to fulfill the mission.

Instructional Methods

Recognizing the long-term, transformative effect of a great education, KIPP Columbus will place student achievement and growth at the center of its work. Staff and leadership will understand that teaching is a team effort and actively seek to collaborate with and learn from their colleagues. They will use data to plan, reflect upon, and reassess their lessons while benchmarking progress against ambitious classroom goals. They will take responsibility for building knowledge in their area of instruction and will create a classroom culture in which students are joyfully engaged in their learning.

KIPP Columbus teachers and staff will provide students a challenging, inquiry-based education that encourages them to take risks, confidently communicate their ideas, and share their passion. Through a robust and meaningful relationship with the surrounding community, KIPP Columbus will provide culturally relevant instruction to students and offer them regular service-learning opportunities.

The instructional methods employed by KIPP Columbus will be diverse and strategically suited to meet students' needs. In general, instruction will focus on student mastery, student engagement, and individualized learning. This focus on student data allows teachers to target individual support and re-teaching based on students' specific needs.

Student growth data collected regularly by teachers will be managed and analyzed by the school's performance evaluation manager. To give a complete picture of student growth, KIPP Columbus will utilize multiple assessments. Reading mastery will be measured every 6–8 weeks with the Fountas & Pinnell Benchmark Assessment System, and students will be assigned leveled reading material based upon their scores. To ensure progress towards state standards and in preparation for end-of-year tests, students will also participate in quarterly, standard-based interim assessments in the core subjects of math, reading, and science. Finally,

COMMUNITY SCHOOL CONTRACT

to measure mastery relative to the rest of the country, students will sit three times each year to take the Measure of Academic Progress (MAP)—norm-referenced, computerized, adaptive math and reading tests offered through the Northwest Evaluation Association (NWEA).

KIPP Columbus will employ a special education strategy guided by the philosophy that students should be placed in the least restrictive environment (LRE) that meets their educational needs. Drawing from best practices across the KIPP network, KIPP Columbus will use a modified inclusion model to provide academic and social supports to students both at the top and bottom of the academic performance scale. To equip KIPP Columbus with the tools it needs to serve all of its students, KIPP Columbus is currently developing a structured RTI program that can be implemented for at-risk students, exploring the use of technology applications (such as IXL, Study Island, and LEXIA) to advance DesCartes objectives, and formalizing the process by which content and grade-level intervention specialists coordinate with general education teachers.

Supporting Research

Key aspects of this model are tried and true within the KIPP network. An independent study of twenty-two KIPP middle schools across the country concluded that despite larger proportions of minority and economically disadvantaged students than nearby districts, KIPP schools had a positive, statistically significant, and educationally substantial impact on state test scores in math and reading (for a detailed list of independent reports studying the impact of KIPP schools, please visit <http://www.kipp.org/about-kipp/results/independent-reports>). The study suggests that such success is attributable in large part to the common practices found within all KIPP schools: extra time spent on tasks, data-driven instruction, a heavy emphasis on teacher leadership and collaboration, and high expectations for all students. By effectively anchoring these principles in the school model, KIPP Columbus will achieve similarly impressive results for its students.

The results from the first KIPP middle school, KIPP Columbus, have been compelling. Now in its fifth year, the school has effectively adopted the principles described above, and it boasts strong progress while serving a student population in need of high-quality educational options. On the fifth-grade OAA, only 29 percent and 33 percent of the first class of students scored proficient or above in math and reading, respectively. Only three years later, 65 percent and 72 percent of those students, respectively, scored proficient or above, surpassing CCS proficiency rates. At the same time, KIPP Columbus improved from a first-year rating of Academic Emergency to become the highest-performing school—charter or district—in its neighborhood (the only school ranked "effective" or above in the Linden neighborhood). In early 2012, KIPP Columbus (f/k/a KJA) was the only school in Ohio, and the only KIPP school nationwide, to be awarded the New Leaders' EPIC Award for student growth.

High School Expansion

KIPP Columbus teachers and staff will provide students a challenging college-preparatory education that encourages them to take risks, confidently communicate their ideas, and share their passion. Students will become active participants and leaders of their learning so that they not only develop content knowledge but also the necessary cognitive skills and independence for success in college. Through a robust and meaningful relationship with the

community, KIPP Columbus will provide culturally relevant instruction to students and offer them regular service-learning opportunities.

The instructional methods employed by KIPP Columbus will be diverse and strategically suited to meet students’ needs. Instruction will focus on college preparedness, student engagement, and individualized learning. Through regular analysis of student data, and by leveraging blended learning and personalized learning plans, students will have the opportunity to work at their level with targeted support. Student data will be regularly collected, analyzed, and acted upon by teachers.

KIPP Columbus will employ a special education strategy guided by the philosophy that students should be placed in the least restrictive environment (LRE) that meets their educational needs. Drawing from best practices across the KIPP network, KIPP Columbus will use a modified inclusion model to provide academic and social supports to students both at the top and bottom of the academic performance scale. To equip KIPP Columbus with the tools it needs to serve all of its students, KIPP Columbus will implement a structured Response to Intervention (RTI) program that can be implemented for at-risk students, leveraging the use of technology applications and research-based intervention programs (such as Leveled Literacy Intervention). An RTI team will be formed at the beginning of the year with representation from school leadership, general education teachers, intervention specialists, and a counselor. The team will meet biweekly to review students needs and progress and track student interventions.

Athletics and Extracurriculars

In year one, KIPP Columbus will offer athletics and extracurricular activities including but not limited to: soccer, basketball, volleyball, track, step/dance, and drama.

Additionally, KIPP Through College will host monthly events for students that will focus on navigating the path to and through college, as well as building community among current students and alumni. KIPPsters will be able to earn the opportunity to attend at least one college visit every trimester.

A.2 Geographic Boundaries

Pursuant to 3314.03(A)(19)(c), KIPP Columbus schools will permit the enrollment of students who reside in any district in the state. All students will be welcome regardless of prior academic performance, special education status, or behavioral history.

On this campus, KIPP Columbus will open with both kindergarten and first grade (as of the 2014–15 school year). The following table shows the anticipated enrollment numbers for KIPP Columbus Middle, continuing the seamless KIPP experience.

Projected Enrollment 2014–15 through 2018–19

	2014–15	2015–16	2016–17	2017–18	2018–19
K	X	X	X	X	X
1	X	X	X	X	X

COMMUNITY SCHOOL CONTRACT

2		X	X	X	X
3			X	X	X
4				X	X
5	X	X	X	X	X
6	X	X	X	X	X
7	X	X	X	X	X
8	X	X	X	X	X
TOTAL	615	935	1155	1400	1410

Class size and grade level size decisions are made at the discretion of the school.

High School Expansion

KIPP Columbus is expanding to serve approximately two thousand students from kindergarten to twelfth grade by 2020. We are thrilled to create this seamless K–12 experience for students and families on one KIPP campus. The first phase of this new campus is scheduled for completion for the 2016–2017 school year. This hundred-acre campus is on a former golf course, with trees throughout and a creek bordering the east side of the property. This new campus enhances our ability to carry out our foundational beliefs.

A.3 Curriculum and Instruction

KIPP Columbus will maintain a rigorous, purposeful learning environment that cultivates determined, achievement-oriented students. The KIPP Columbus educational program will feature diverse learning modalities that drive KIPP students to the common goal of college preparedness. The program is standards-based, horizontally and vertically integrated, and provides teachers with significant lesson planning support while still allowing them room to innovate in their own classrooms.

Curricula

KIPP Columbus will implement a curriculum and instructional strategies characterized as such:

1. ***Standards-Based.*** The school will feature standards-driven instruction, not a purchased curriculum. The school leader will work with teachers to design a standards-based scope and sequence for each subject per grade level. Teachers use these scope and sequences to develop year-long standards-based pacing guides, unit plans, lesson plans, and daily objectives. Every piece of the instructional design links back to Ohio’s New Learning Standards.

2. ***Data-Driven.*** All instructional decisions will be anchored in student data. Teachers will begin by using diagnostic and beginning-of-year assessment data to adjust pacing guides and differentiate instruction. During lesson planning, teachers identify formal (daily or weekly assessments) and informal ways (checking for understanding through observation or hand signals) to collect data about student understanding; teachers use this data to adjust scaffolds, pacing, and student grouping. Teachers analyze student data during grade-level

COMMUNITY SCHOOL CONTRACT

meetings and professional development to inform practice. The School Leader will meet regularly with the assistant school director and instructional coach to analyze student data and use it to drive observations, feedback, and teacher development.

3. ***Differentiated.*** Instruction cannot be “one-size-fits-all.” KIPP Columbus teachers will employ multiple techniques to ensure that all students learn. Teachers work toward meeting students at their learning level, using flexible grouping to support and accelerate achievement. Lesson plans identify focus students, language objectives, and necessary scaffolds to support individual students. Students access material in small-group, whole-group, and individual settings. Often, grade-level leaders may group students in homogeneous classes to facilitate targeted intervention. At other times, grade-level leaders may feel that heterogeneous classes will better facilitate student-to-student tutoring.

4. ***Culturally relevant and responsive.*** Culture is a necessary dimension for achieving high levels of academic achievement. KIPP Columbus believes a culturally relevant and responsive approach is essential to building an academic program that pursues excellence and equity and builds our students' sense of responsibility toward their communities. Cultural and community history as well as current reality will be embedded across content areas and drive social studies lessons. KIPP Columbus will adopt a variety of instructional aids and established curriculum plans, which include: Lexia, IXL, Study Island, i-Ready, and a guided reading-based intervention program that takes place for about forty-five minutes each day and is leveled using Fountas & Pinnell assessment data.

The curriculum used at KIPP Columbus is based on the following source materials. Courses with a (CC) designation were designed and aligned to the Ohio’s New Learning Standards:

Elementary Grade Level	Math (CC)	Reading and Social Studies (CC)	Writing	Science
Kindergarten	Eureka Math, Cognitively Guided Instruction (CGI), ST Math	Core Knowledge, Common Core, Inc., Guided Reading (Fountas & Pinnell), Reading	Scaffolded Writing (Tools of the Mind), Common Core, Inc.	Project-based plans linked to next-generation science standards (using Foss kits and Pearson as

COMMUNITY SCHOOL CONTRACT

		Mastery		resources)
First Grade	Eureka Math, CGI, ST Math,	Core Knowledge, Common Core, Inc., Guided Reading Reading Mastery	Scaffolded Writing (Tools of the Mind), Common Core, Inc.	Project-based plans linked to next-generation science standards
Second Grade	Eureka Math, CGI, ST Math	Core Knowledge, Common Core, Inc., Guided Reading Reading Mastery	Common Core, Inc. Spelling by Pattern	Project-based plans linked to next-generation science standards
Third Grade	Eureka Math, CGI, ST Math	Core Knowledge, Common Core, Inc., Guided Reading Reading Mastery	Common Core, Inc. Spelling by Pattern	Project-based plans linked to next-generation science standards
Fourth Grade	Eureka Math, CGI, ST Math	Core Knowledge, Common Core, Inc., Guided Reading Reading Mastery	Common Core, Inc. Spelling by Pattern	Project-Based Plans linked to Next Generation Science Standards
Middle School Grade Level	Math	ELA: Reading and Writing	Science	Social Studies
Fifth Grade	Eureka Math, Common Core Inc.	Common Core Inc., Wheatley Portfolio (new curriculum being created in	Teacher-created, Ohio's New Learning Standards	Teacher-created, Ohio's New Learning Standards

COMMUNITY SCHOOL CONTRACT

		collaboration with the KIPP Foundation); Leveled Literacy Intervention (LLI)		
Sixth Grade	Eureka Math, Common Core Inc.	Common Core Inc., Wheatley Portfolio LLI	Teacher-created, Ohio's New Learning Standards	Teacher-created, Ohio's New Learning Standards
Seventh Grade	Eureka Math, Common Core Inc.	Common Core Inc., Wheatley Portfolio LLI	Teacher-created, Ohio's New Learning Standards	Teacher-created, Ohio's New Learning Standards
Eighth Grade	Eureka Math, Common Core Inc.	Common Core Inc., Wheatley Portfolio LLI	Teacher-created, Ohio's New Learning Standards	Teacher-created, Ohio's New Learning Standards

***There is also a Prentice Hall Algebra course for the eighth grade in honors-track classes*

KIPP Columbus will hold teachers accountable for curriculum planning, instruction, and assessment that is aligned to the Common Core standards (math and ELA) and Ohio's New Learning Standards (science and social studies) and designed to meaningfully engage students in the learning process. By ensuring a focus on aligned, standards-based curriculum and effective pedagogy, KIPP Columbus will ensure mastery of Common Core standards. Two weeks of professional development for staff before the start of school will include workshops on curriculum planning and sequencing and the use of research-based strategies. While all KIPP Columbus teachers will be granted the "power to lead" and innovate within their classrooms, all lesson plans will share common elements to ensure continuity across grades and content areas. Lesson plans will document the specific state standards, the daily objective, an engaging "do now" activity, the presentation or modeling of new material and concepts, guided and independent practice, and an "Exit Ticket" or other form of end-of-class assessment.

Alignment with Ohio's New Learning Standards and College Preparatory Standards

KIPP Columbus curricular plans are developed in alignment with Common Core and Ohio's New Learning Standards and revised to ensure college-preparatory rigor across all grades and content areas. One of the best ways to understand college-preparatory learning standards is to see them in action. KIPP Columbus will coordinate regular visits for its students and faculty to the highest-performing high schools in the Columbus region

through the KIPP to College program and office. These visits inform the way teachers develop curricular plans and provide students with a larger context for their academic work: knowing where they need to go helps them understand what they need to do to get there.

KIPP Columbus's curricular plans will emphasize three areas in particular that are essential to success in college-preparatory high schools and post-secondary education: nonfiction studies, (described below) writing, and technology. These three elements will be woven throughout the KIPP Columbus curriculum. Students engage with a variety of non-fiction texts in science, math, literacy, and social studies, where they learn to read different non-fiction forms. In all subject areas, students learn how to synthesize and evaluate in writing the information they learn in non-fiction texts.

Reading block

The reading block will last about ninety minutes. A four-group rotation will be used with students grouped by their respective levels and needs. These stations include:

- Guided Reading: Students will work on reading skills on their level, based on STEP, Friday Skills Assessments, and i-Ready data.
- Phonics: Students will work on phonics skills through the Reading Mastery program
- Technology: Students will use i-Ready on technology to grow as readers.
- Independent Reading: Students will build stamina independently and will apply skills they have been learning in other stations.

Writing block

The writing block will be comprised of a “half and half” approach. Half of the students will work directly with the teacher using Scaffolded Writing and the Common Core, Inc. writing curricula. Simultaneously, the other half of the class will use Accelerated Reader on a computer or receive intervention supports. Beginning in second grade, students will learn keyboarding skills through the TypingPal program during this block, enabling them to then use Achieve3000 to grow as readers and writers. After approximately thirty minutes, the two groups will switch.

Math block

The math block will also be a “half and half” approach. Half of students will work directly with the teacher, using the Eureka math curriculum. The other half will work on ST Math on the computer. After approximately thirty minutes, the two groups will switch.

At KIPP Columbus, we infuse technology throughout our academic program. Technology is used to engage students in customized content that best aligns with their needs, helps enable small-group instruction to simultaneously occur, and builds twenty-first century technology-based skills. Technology use in the classroom will increase as students move through KIPP Columbus: grade-five students will have twenty-five minutes of daily access to individual programs such as Study Island and IXL; grade-six math classes regularly feature technology-based station learning; and by grade eight, students are using technology in every class. At every grade level, KIPP Columbus will continually evaluate the balance between structured and independent learning opportunities in its instructional approach.

COMMUNITY SCHOOL CONTRACT

While a strong curriculum is essential to a successful education program, KIPP Columbus will be innovative in the way that academic material is delivered to students. Namely, the KIPP Columbus education program will differ from other district and charter schools due to the following: use of extended time, character education, innovative teaching and learning methods, and assessments and use of data. To ensure a thorough and effective implementation of a college-preparatory educational program, the KIPP Columbus school year will include nearly 1,300 hours, which is nearly 30 percent more than the 920 hours mandated by Ohio state charter law.

KIPP Connect, an after-school program offered to all students in partnership with the Boys & Girls Club of Columbus, will operate Monday through Thursday. Thus, many students will spend nearly forty-eight hours at KIPP Columbus each week. KIPP Columbus will also operate an opt-in summer program focused on arts, community service, and sports instruction in partnership with the Boys and Girls Clubs of Columbus. The extended learning time will be used for a variety of purposes, all of which drive towards KIPP Columbus's goal of achieving universal college preparedness for its students.

All students will participate in daily, forty-minute guided-reading groups; extended time will also be used to provide technology-based math remediation for those students requiring it. Finally, some extended time is distributed throughout the school day to provide longer core instructional periods.

Instructional Strategies

Conceptually, all teaching at KIPP Columbus will be anchored in the KIPP Framework for Excellent Teaching. Derived from some of the most important and innovative research of the past decades, the framework employs a "no-excuses" philosophy to education. Specifically, the framework emphasizes the following:

- Student growth and achievement is, first and foremost, at the center of all KIPP teaching
- KIPP teachers must ensure their students are learning
- Underlying every aspect of KIPP teaching are the KIPP beliefs and character; a philosophy of "no-excuses" will be evidenced in everything KIPP teachers do
- The four essential elements of teaching are as follows: self and others (understanding oneself and connection to others), classroom culture (unifying students around one vision, one goal, and one set of expectations), the teaching cycle (planning, implementing, evaluating, and revising one's practices), and knowledge (understanding all material one presents and furthering rigor at every opportunity)

While the framework provides a conceptual structure for teaching at KIPP Columbus, the school will utilize other sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Columbus intends to adopt many of the practices of leading researchers like Doug Lemov (*Teach like a Champion*) and John Saphier (*Skillful Teacher*). Both of these texts are derived from a "no-excuses" philosophy

COMMUNITY SCHOOL CONTRACT

and have proven extremely effective helpful in achieving results in urban classrooms across the country.

KIPP Columbus teachers will use a variety of instructional strategies and methods to assure that the learning styles and needs of all students are addressed. Lessons will include whole-group spiraling reviews, whole-group mini-lessons, small-group instruction, independent study, and one-on-one support. Inquiry-based approaches will be central to the instructional approach. Throughout the program, teachers will foster an environment where great questions pave the way to enduring understandings. Each teacher will work with groups of students or individuals based on the students' needs. Each teacher will employ strategies like modeling/think aloud, discovery, cooperative learning, project-based learning, and direct instruction. The use of a variety of methods will allow teachers to choose methods that are best suited for the content while development a love of learning in each student.

Ultimately, teachers will be empowered through staff development, training, and discussions with the principal and other teacher leaders to use a variety of strategies and methods in the classroom and to make instructional decisions based on their strengths, their students' needs, and the needs of the school. The principal will not prescribe any one method of instruction for the classroom teachers to use. The best instruction incorporates a variety of strategies in order to meet the needs of all students. KIPP instruction has come to be known for how multi-sensory it is. KIPP teachers develop chants, songs, and kinesthetic and tactile activities through which students can learn and retain content knowledge and skills. These activities help KIPP teachers meet the various needs and modalities of all learners.

KIPP Columbus has designed and implemented a comprehensive recruitment, selection, and retention strategy for all schools in the KIPP Columbus network. The Manager of Talent and Strategy, in conjunction with the Executive Director, is responsible for implementing and monitoring the effectiveness of this strategy on a regular basis, including tracking diversity and source goals. The recruitment portion of this strategy focuses on identifying strong candidates from a variety of backgrounds, experiences, and educations. We have used a number of online job boards and job fairs. Our selection process consists of 1) screening application materials; 2) multiple phone and in-person interview opportunities; 3) a sample teaching experience; and 4) a reference check.

This comprehensive strategy has resulted in a more diverse and experienced staff than those assembled in past years. For the 2014–15 school year, our staff consisted of approximately forty instructional employees. Of these, about 70 percent were trained in a traditional college of education, while 30 percent were former Teach for America coprs members; over 30 percent reside in the Columbus area; 33 percent are staff of color; and 5 percent have previous experience at a KIPP school. One hundred percent of instructional employees are highly qualified teachers by definition in the State of Ohio.

KIPP instructional strategies include traditional methods like whole-class instruction with materials such as blackboards, overhead projectors, and textbooks. They also include multisensory methods that both utilize technology like LCD projectors, document cameras,

and computers and provide students with kinesthetic and tactile learning activities. Students will have many opportunities to learn as members of whole classes, as members of smaller cooperative groups, and as individual students. To further ensure that students are exposed to, informed about, and actively engaged with the wide array of cultural diversity that exists in our world and its manifestations in all subject areas, KIPP Columbus faculty will supplement the regular curricula with multicultural materials and activities. The picture books and stories that the students read will contain storylines set in various countries and cultural settings, will be penned by authors of various cultural backgrounds, and will engage students in the experiences of people in those settings and from those backgrounds.

For reading, social studies, science, and mathematics, faculty members will develop hands-on, cross-curricular activities that provide students with substantial information about different cultures (and their own culture). These activities will prompt students to understand problems that people from those cultures face, as well as develop solutions to solve those problems. All of these instructional methods will be used to make sure that our students have the academic knowledge, habits, and character traits needed to climb the mountain to and through college.

Character Education

KIPP Columbus's mission will be to provide its students with the academic preparation and character strengths to achieve in higher education and throughout their lives. Following from the groundbreaking programming piloted in KIPP NYC, KIPP Columbus will implement dual-planning lessons across all grades. These dual-planning lessons will link character strengths (grit, zest, self-control, optimism, gratitude, social intelligence, and curiosity) with academic content; just as students will receive academic progress reports, they will also be issued character progress reports. Character education will also be taught through optional Saturday and after-school programming. Service learning will be scoped and implemented through "Service Saturdays," which will bring together students, families, and teachers five times annually to carry out community service projects; this work will contribute to character development.

Student Supports and Differentiation

KIPP Columbus is dedicated to meeting the needs of students at both ends of the achievement spectrum. As such, in each grade, KIPP Columbus will maintain honors classes for advanced students and a resource room for students in need of remedial attention. All students participate in guided reading interventions for one hour each day. During guided reading, however, students are grouped homogenously based upon their Fountas & Pinnell reading level.

Serving At-Risk Students

As described elsewhere in this renewal application, KIPP Columbus is committed to doing whatever it takes to serve its students and their families. In order to meet the needs of any students facing emotional, physical, or psychological hardships, KIPP Columbus will hire counselors, therapists, psychologists, and any other appropriate professionals to assess and

COMMUNITY SCHOOL CONTRACT

administer treatment to students. KIPP Columbus will adhere strictly to any services mandated or recommended in a students' IEPs.

KIPP Columbus will also work with the Ohio State University School of Social Work to coordinate a social work internship program at the school so that students receive appropriate services. KIPP Columbus is committed to placing all students in their least restrictive environment and will include all students in regular instruction classrooms whenever possible.

Classroom- and non-classroom-based opportunities

Classroom-based learning opportunities are described throughout this Exhibit and include but are not limited to instruction in the subjects set forth above in this section, as well as tutoring and student projects. Non-classroom-based learning opportunities include field lessons, college visits, KIPP Connect, and partnerships with local businesses and nonprofits including but not limited to Columbus Music Academy, COSI, Nubian Knowledge, Wexner Center for the Arts, Boy Scouts of America, Girl Scouts of America, Children's Hunger Alliance, Ernst & Young, OSU Honors & Scholars program, Banana Republic, and the Linden Development Corporation.

To foster individual student ownership academic performance and progress, the school will transparently share academic data with students and their families. Using initial assessments like STEP, MAP for Primary Grades, and the Developmental Math Assessment, the school will identify an accurate baseline for students. As this initial picture develops, the school will share this data with students and their families. Based on the strengths and areas of growth for each child, the school will set transparent goals with students, regularly track progress toward these goals, celebrate when students achieve them, and course-correct when students do not.

The following table contains the school's vision of instructional excellence for each of our academic focus areas.

Vision of Instructional Excellence

Focus Area	Vision of Instructional Excellence
Inquiry-Based	<ul style="list-style-type: none">• Lesson plans include essential questions that guide learning• Learning Link classes use the Cycle of Inquiry to guide planning and learning• Students participate in inquiry-based math daily and complete at least one significant science project each quarter
Data-Driven	<ul style="list-style-type: none">• Teachers review student dashboards on a weekly basis and can explain the data story for each student in their class• Teachers find explicit ways to track data with students, set goals, and celebrate

COMMUNITY SCHOOL CONTRACT

Individualized	<ul style="list-style-type: none">• Students are learning through various modalities so all learners can be successful (i.e., visual, auditory, and kinesthetic learners)• Each student receives small group instruction and peer collaboration time for at least ninety minutes each day
Technology-Infused	<ul style="list-style-type: none">• Students engage in individual pathways for math and reading on technology for at least forty-five minutes each day• Students track their own accomplishments and celebrate reaching milestones
Students Own Their Journey	<ul style="list-style-type: none">• Students' voices heard 2/3 of the time and teacher voice heard 1/3 of the time• Students are aware of expectation for 100 percent participation 100 percent of the time and teacher, holds students to this expectation• Students can identify and share their strengths, understand their areas of growth, and know what they need to do to get better

High School Expansion

The mission of KIPP Columbus High is that all of our students will graduate prepared to succeed in college and in the competitive world beyond. Through rigorous college-preparatory curriculum, personalized learning time, and mentoring, all KIPP Columbus High (KCH) students will be empowered to take ownership over their learning and develop not only as students, but as well-rounded people and change agents in the community. KCH students will be competitively positioned for a wide range of colleges and universities that will support them in their continued climb to a life of opportunity and choice.

College-Preparatory Curriculum

KIPP Columbus will implement curricula that will be characterized as such:

1. **Standards-Based:** The school will feature standards-driven instruction that will equip students with the content knowledge necessary for success in college. The school leadership team will work with teachers to design a standards-based scope and sequence for each course. Teachers will use these scope and sequences to develop year-long standards-based pacing guides, unit plans, lesson plans, and daily objectives. For those already fully created (Eureka Math and EngageNY), school leaders and department chairs will work with teachers to make intentional adjustments as needed to ensure that there is a clear alignment with Ohio's Learning Standards, College Board Advanced Placement Standards, and ACT College Readiness Standards. The department chairs will review and approve all curriculum and assessment materials.

2. College-Preparatory: All curriculum is selected and designed with the aim of providing students with the content knowledge and cognitive skills to be successful at competitive colleges and universities. The department leads will oversee the creation of all instructional planning, ensuring that intentional and aligned adjustments have been made. By utilizing the Advanced Placement and ACT standards, KCH will ensure that all courses push students’ thinking and develop deep conceptual understanding.

3. Data-Driven: All instructional decisions will be anchored in student data and will be responsive to students’ needs. Teachers will use diagnostic data from the beginning of the year to adjust their long-term plans and bridge the gap from where students are to where they need to be by the end of the year. Following each interim assessment, teachers will analyze data to determine what adjustments need to be made to their long-term plans (eg, what skills to re-teach, which students require remediation or small group intervention).

4. Culturally Relevant: Culture is a necessary dimension for achieving high levels of academic achievement. KIPP Columbus believes a culturally relevant and responsive approach is essential to build an academic program that pursues excellence and equity and builds our students’ sense of responsibility toward their communities. Department leads will determine opportunities in the curriculum where cultural and community history can be embedded, with a focus on developing content knowledge and cognitive skills.

Curriculum and Standards Alignment

To determine standards for each grade level and each subject, KCH will use three sets of standards: Ohio’s Learning Standards, College Board Advanced Placement Standards, and ACT College Readiness Standards. The ACT standards, as well as the AP standards, will be scaffolded starting in the ninth grade so that students encounter material that is appropriate for their ability level but still aligned in terms of content. The use of interim assessments, created by department leads, will help ensure the quality of teacher planning with the standards listed. As the KCH curriculum is developed, there will be frequent collaboration between the high school and middle school department leads (during both summer planning and monthly professional development) to work toward strong vertical alignment in grades 5–12.

Proposed Curriculum

KCH’s academic program has been designed to meet all requirements of the state of Ohio and exceed those standards wherever necessary in order to ensure college readiness.

The below table represents the most current thinking for the KCH curricula.

Subject	Curriculum	Notes
Grades 9–12 Math	Eureka Math (Great Minds, Inc.)	This curriculum is currently being implemented in grades K–8 at KIPP Columbus, as well as over half of the KIPP high schools in the network.
Grades 9–12 Math Intervention	NWEA Skills Navigator	This online, personalized intervention program uses student scores from the MAP assessment to provide

COMMUNITY SCHOOL CONTRACT

		targeted practice to students.
Grades 9–12 ELA	EngageNY	In grades K–8, KIPP Columbus is using a specially designed version of this curriculum.
Grades 9–12 Reading Intervention	Leveled Literacy Intervention (LLI)	This small-group reading intervention is currently used in grades K–8 at KIPP Columbus and will be used with KCH’s most struggling readers.
Grades 9–12 Science	ODE Model Curricula	This will be used as a foundation for curricula created by department leads.
Grades 9–12 Social Studies	ODE Model Curricula	This will be used as a foundation for curricula created by department leads.

Course Offerings

The core curricular subjects offered at KIPP Columbus High are English, mathematics, science, history, foreign language (Spanish), college readiness (including financial literacy), physical education, and fine arts. Additionally, KCH will offer a regular study hall and advisory. Athletics and extracurricular activities will be offered, including but not limited to: soccer, basketball, volleyball, track, step/dance, and drama.

KCH will offer courses that ensure that all students have the opportunity to exceed Ohio’s graduation credit requirements:

Personalized Learning

In addition to receiving daily, college-ready instruction aligned to state standards, KIPP Columbus High students will also receive daily personalized learning opportunities. Personalized learning offers students who are above grade level the chance to accelerate their learning and those below grade level the chance to receive instruction that is just right for them.

Subject	Curriculum	Notes
Grades 9–12 Math Intervention	NWEA Skills Navigator	This online, personalized intervention program uses student scores from the MAP assessment to provide targeted practice to students.
Grades 9–12 Math Enrichment	Khan Academy	This free, online, Common Core-aligned program allows students to move through videos and practice problems at their own pace.
Grades 9–12 Reading Intervention	Leveled Literacy Intervention (LLI)	This small-group reading intervention is currently used in grades K–8 at KIPP Columbus and will be used with KCH’s most struggling readers.

COMMUNITY SCHOOL CONTRACT

Grades 9–12 Reading Enrichment	Newsela	This online news program automatically adjusts news articles to match the reading level of students.
Grades 9–12 Reading Enrichment	Accelerated Reader	This online program requires students to complete comprehension quizzes for books they have recently read.

KIPP Columbus High teachers will employ multiple techniques to ensure that all students learn, including the use of flexible small groups, one-on-one intervention and mentoring, and blended learning programs.

Find below proposed programs to be used to support students' Personalized Learning:

To ensure that students, families, and staff are fully informed and invested in the goals of personalized learning, a personalized learning plan will be created by teachers at the beginning of the year. Teachers will begin by using diagnostic NWEA MAP data to determine individual needs. These learning plans will include trimester and annual goals for each student, with corresponding trackers and intervention plans that will be created and monitored by students' advisors. The goal of these plans is to equip students with a clear understanding of where they are in relation to their college-ready goals and empower them to track their progress and get the support they need along the way. These plans will be shared with families and revisited on a monthly basis between the advisor and the student. Teachers will analyze student data during department meetings and monthly professional development days to inform practice and subsequently adjust scaffolds, pacing, and student grouping.

Mentoring

Each day, students will participate in advisory—a time specially designed to allow students to meet with one teacher throughout the year to provide updates on academic progress. During these meetings (which will occur at least weekly), teachers and students will review and discuss the grades, personalized learning progress, and any other non-academic challenges the student might be facing.

Advisory will also serve as a time when students will participate in conversations about current events and relevant issues.

A.3.1 Classroom- and Non-Classroom-Based Learning Opportunities

Classroom-based learning opportunities are described throughout this Exhibit and may include but are not limited to instruction in the subjects set forth, tutoring opportunities, and student projects. Non-classroom-based learning opportunities may include but are not limited to field trips, programs, and/or events.

A.4 Target Population

Students will come from the most underserved neighborhoods within the city, including Linden, King Lincoln, South, Weinland Park, and Hilltop. Students served at KIPP schools

can generally be described as traditionally underserved, meaning that their previous schools failed to educate them to their full potential. Upon enrollment in a KIPP school, students typically show strong academic growth very quickly due to the strong teaching methods employed by KIPP teachers and overall school culture.

Students served at KIPP schools can also be described as at risk for academic failure. Students experience a wide variety of situations that confer this label upon them, including previously attending inadequate schools, poverty, violence, abuse, malnutrition, mental health issues, language barriers, and a wide variety of other problems. Despite these challenges, all students at KIPP schools are deserving and capable of achieving at high levels.

High School Expansion

At KIPP Columbus High, we anticipate serving a population that mirrors our current middle and elementary schools.

Our students come from all corners of Columbus. About 3 percent come from outside the city limits. These areas include: Blacklick, Dublin, Pataskala, Reynoldsburg, Westerville, and Canal Winchester. The majority (97 percent) of students live within city limits, in every direction of the school. Around 50 percent of our students live within seven miles of our new campus on INSPIRE Drive. Our highest concentrations of students live in the Linden area in the 43211 ZIP code. This district is one of the most impoverished districts in the city, with average incomes less than half that of the city. The crime rate is one of the highest in the city, and the high school graduate rate is one of the lowest.

Students served at KIPP schools are traditionally underserved, meaning that their previous schools failed to educate them to their full potential. Upon enrollment at KIPP Columbus, students typically show strong academic growth very quickly due to the strong culture of achievement and college preparatory focus.

Many students at KIPP Columbus arrive at risk of academic failure, performing 1–3 years below grade level. Students experience a wide variety of adverse circumstances, including previously attending inadequate schools, poverty, violence, abuse, malnutrition, mental health issues, language barriers, and a wide variety of other problems. Despite these challenges, all students at KIPP schools are deserving and capable of achieving at high levels.

In order to ensure that students are growing and achieving, KIPP Columbus is dedicated to providing ALL students with access to grade-level, college-ready curricula in all core subjects while also providing personalized learning opportunities to meet students' unique needs.

Now in its eighth year, the KIPP Columbus leadership team has gained valuable experience working in the Linden community, educating at-risk students and partnering with organizations in the surrounding Columbus communities to ensure that all of our students have the opportunity to be successful in both college and life.

A.5 School Calendar and Daily Schedule

The school calendar is developed at the discretion of the school.

COMMUNITY SCHOOL CONTRACT

Table 4.4 below outlines a sample kindergarten schedule. The first-grade schedule will be similar; rather than nap, students will spend twenty extra minutes for the reading block and ten extra minutes for the CGI math block. Teachers will have planning time during Learning Links and during the recess/lunch block (recess and lunch will be run by the leadership team and teaching fellows).

Sample Elementary School Schedule

Time	Agenda
8:20 – 8:50	Breakfast, Morning Routine, Play-Based Centers (Breakfast only served until 8:30)
8:50 – 9:10	Morning Meeting (on carpet) Choral creed/chant Morning greeting Morning message Sight words Calendar math
9:10 – 10:30	Reading rotations (twenty minutes each) 1. iReady or iStation on Technology 2. Read to Self or Read to Someone 3. Wiggle 4. Guided Reading (with teacher) 5. Tyner Phonics and Reading Mastery (with co-teacher)
10:30 – 10:55	Wiggle Interactive Read-Aloud (heavily non-fiction)
10:55 – 11:45	Math Block 1. ½ class on carpet with lead teacher 2. ½ class on ST Math (Co-teacher pulls groups from computers based on recent data)
11:45 – 12:45	Lunch/Recess
12:45 – 1:15	Rest Time
1:15 – 2:10	Writing, Spelling, and Phonemic Awareness 1. ½ with lead teacher: 2. Writer’s Workshop (ten-minute mini-lesson, fifteen-minute independent and conferencing time)

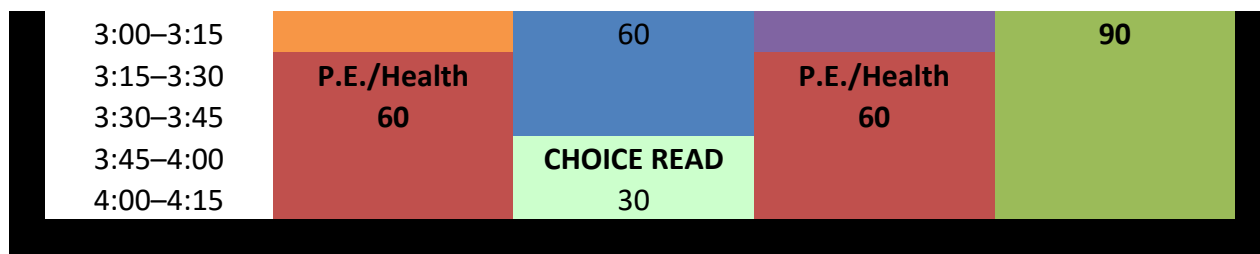
COMMUNITY SCHOOL CONTRACT

	3. ½ with co-teacher 4. Phonemic Awareness as small group—Heggerty (fifteen minutes) and Spelling and other Word Work (ten minutes)
2:10 – 2:55	Learning Link
2:55 – 3:15	Math CGI (ten minutes on carpet, then ten minutes at tables)
3:15 – 3:45	Science (fifteen minutes on carpet, then fifteen minutes at tables)
3:45 – 4:00	Snack, pack-up, community circle

Sample middle school Schedule

	Freshman 1	Freshman 2	Freshman 3	Freshman 4
8:15–8:30	ADVISORY	ADVISORY	ADVISORY	ADVISORY
8:30–8:45				
8:45–9:00	READING	MATH	SCIENCE	WRITING
9:00–9:15	90	90	45	60
9:15–9:30				
9:30–9:45			S.S.	
9:45–10:00			45	CHOICE READ
10:00–10:15				30
10:15–10:30	WRITING	SCIENCE	READING	MATH
10:30–10:45	60	45	90	90
10:45–11:00				
11:00–11:15		S.S.		
11:15–11:30	CHOICE READ	45		
11:30–11:45	30			
11:45–12:00	LUNCH/RECESS	LUNCH/RECESS	LUNCH/RECESS	LUNCH/RECESS
12:00–12:15				
12:15–12:30	MATH	P.E./Health	WRITING	SCIENCE
12:30–12:45	90	60	60	45
12:45–1:00				
1:00–1:15				S.S.
1:15–1:30		READING	CHOICE READ	45
1:30–1:45		90	30	
1:45–2:00	SCIENCE		MATH	P.E./Health
2:00–2:15	45		90	60
2:15–2:30				
2:30–2:45	S.S.			
2:45–3:00	45	WRITING		READING

COMMUNITY SCHOOL CONTRACT



High School Expansion

<u>First Day of School</u>	<u>August 22, 2016</u>
<u>School Day Start/End Time</u>	<u>8:30/4:00</u>
<u>Hours in School Day</u>	<u>7.5 hours</u>
<u>Number of Instructional Minutes (core instruction) per day</u>	<u>420 minutes</u>
<u>Number of Instructional School Days per Year</u>	<u>166 days</u>
<u>Number of Supplemental Instruction Hours per Day</u>	<u>3 hours (tutoring/enrichment opportunities)</u>
<u>Time Devoted to Staff Development During School Year (indicate days or hours)</u>	<u>12 days</u>
<u>Time Devoted to Staff Development Prior to School Opening (indicate days or hours)</u>	<u>10 days</u>

A.6 Special Student Populations

KIPP Columbus provides a progressive and seamless special education service-delivery system. The service-delivery model incorporates two key concepts: case management and integrated services.

Case Management in special education encompasses a collaborative practice model that includes students, parents, teachers, administrators, social workers, clinical providers, nurses, and other practitioners as warranted. The case management process promotes communication and facilitates care along a continuum through effective resource coordination. The goals of special education case management include the achievement of academic success, easy access to interconnected and appropriate resources, the transfer of specialized interventions into practical application within the classroom and school community, and reinforcement of student self-efficacy (adopted from the American Case Management Association's definition). Integrated service delivery, also known as networked delivery, focuses on engaging teachers, support staff, and clinical providers in joint problem solving and accountability through a school-based, one-stop point of access for special education services. Stakeholder collaboration and collegial

COMMUNITY SCHOOL CONTRACT

teaming, driven by the Special Education Coordinator, is the foundation of an effective integrated system, resulting in more seamless service delivery for students with disabilities.

The KIPP Columbus special education programs create the opportunity for every student, regardless of identified need, to be academically and personally successful in school. KIPP Columbus will promote an inclusive environment for all learners and work tirelessly to meet all students where they are in order to ensure they exit the program fully prepared to successfully continue their studies in high school and beyond.

- Traditionally, approximately 14 percent of KIPP Columbus students have a variety of identified special needs as indicated on an IEP.
- The KIPP Columbus model will promote inclusion and pull-out opportunities in all content areas. Most students spend 80 percent or more time in a regular education classroom assisted by both general and special education teachers.
- A small group of students with severe learning or behavioral disabilities will attend resource classes during which special education teachers deliver targeted instruction in math and reading.
- As required, students will be supported by a contracted speech therapist, a contracted occupational therapist, a contracted physical therapist, a contracted school psychologist, an in-house social work intern and a special education teacher.
- Specially designed instruction utilizes one-to-one or small-group instruction. The model centers on the special education teacher, who also serves as the case manager directly responsible and accountable for ensuring the academic progress and individual case compliance of 10–16 special education students. The special education teacher is the primary point of contact with students and families, communicating regularly and often with both families and the general education staff. This model decentralizes traditional case management tasks and empowers the special education teacher/case manager to focus on academic achievement by analyzing individual student needs; creating and delivering a responsive and targeted instructional continuum; drawing upon available resources and services; monitoring progress; convening meetings; and proactively re-adjusting service delivery as warranted.

Within a teacher-centered operations model, administrators, adjunct staff, clinical providers, and technical consultants wrap their support around the teacher/case manager to maximize the academic success of each student through holistic and integrated service delivery. The model has proven to be especially effective in helping special education teachers/case managers target specific student weaknesses, promote meaningful compensatory strategies, transfer related service interventions into practical application in the classroom, and bring troubling cases into compliance. The following are the primary roles and responsibilities that constitute this model:

- The teacher/case manager, supported by the special education coordinator and clinicians (contracted), implements and updates meaningful IEPs, reports progress quarterly, maintains a portfolio of student work, communicates regularly with parents and general education teachers, communicates frequently with and seeks support from clinical providers in complex cases, maintains compliant special education files, and convenes annual IEP and triennial review meetings.

COMMUNITY SCHOOL CONTRACT

- The special education coordinator, who serves as the link between school-based teams and the school leader, encourages high expectations for teacher and student performance, stays abreast of best practices research, monitors and promotes compliance; monitors the delivery of instruction and related services, reports program data and progress to school leaders, and coordinates evaluations. The special education coordinator may also carry a caseload, although it will contain fewer students than the teacher/case manager's caseload.

Continuum of Instructional Programming

KIPP Columbus will provide struggling students a continuum of instructional options to support student success within the general education curriculum.

At the elementary school level, intervention specialists will work with students—both those with IEPs and those in Tiers 2 and 3—in the least restrictive environment. In most cases, students will receive interventions and support in the context of the general education classroom. Most often, this will take place during times of small group instruction and/or independent practice. In other cases, students will work with the intervention specialist in designated special education classrooms. Students and intervention specialists will also be able to use the expansive grounds on our campus for scheduled breaks or earned incentives. Specific schedules for intervention specialists will be created based on the specific needs of the student populations.

At the middle-school level, special educators focus on helping adolescent students with study skills, organization, time management, and task/assignment completion. Students who struggle with basic skills learn compensatory strategies and develop skills using alternative and specialized instructional methods and strategies. Middle-school students receive related services in small group and individual sessions during which clinicians use classroom assignments and projects to reinforce the practical application of therapeutic interventions.

Students with Disabilities: IEP Assessment, Review, Revision and Implementation

As a KIPP school, KIPP Columbus commits to the placement and provision of services to each student with disabilities in his or her individualized education program (IEP) as follows:

- To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are non-disabled.
- Special classes, separate schooling, and other removals of children with disabilities from the regular educational environment occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- A continuum of services and placements is available to meet the needs of children with disabilities for special education and related services.

COMMUNITY SCHOOL CONTRACT

- Supplementary services may be provided in conjunction with regular class placement.
- The educational placement of each child is reviewed every 364 days.
- The educational placement of each child is based on the decision of the IEP team.
- In selecting the least restrictive environment (LRE), consideration is given to any potential harmful effects on the child or on the quality of services that could result from the placement/services.
- Students with IEPs are included in school as well as general state- and district-wide assessment programs, with all necessary accommodations where appropriate.
- The IEP committee assures that students with disabilities are educated with non-disabled students to the maximum extent appropriate to meet the students' IEP and overall educational needs (including academic and development areas, such as language and social).
- Removal of the student from general education will occur only when the nature and severity of the disability is such that education in general classes—including art, music, and PE—with the use of supplementary aids and services, cannot be achieved satisfactorily.
- This removal will be based on a review of the student's educational status, which may include but is not limited to information from KIPP Columbus staff, parents, assessment data, grades/achievement data, psychological data, medical data, related services data, and other pertinent information.
- Supplementary aids and services may include but are not limited to team teaching, content mastery, helping teacher, and modifications as determined by the IEP committee.
- The IEP team will document that there is a continuum of services and placements available and that alternative placements were tried or considered, such as compensatory education, school health services, bilingual classes, ESL, reading intervention programs, tutorials, pre-K programs, or adaptive equipment.
- In selecting the LRE, potentially harmful effects of any possible placement or services will be considered.
- The IEP committee assures that the student is provided the opportunity to participate in non-academic and extracurricular activities on the same basis as non-disabled students to the maximum extent appropriate, considering the needs of that student. If the student is not able to participate, the IEP team will specify areas and state why the student is excluded based on his/her individual needs and abilities.

COMMUNITY SCHOOL CONTRACT

In providing programs, services, and activities for students with disabilities, KIPP Columbus shall first use those resources made available to all students. When appropriate, students receiving special education services shall:

1. Remain in the general education program with special education support services, supplementary aids, or other special arrangements, if needed;
2. Be educated to the maximum extent appropriate with students who are not receiving special education services;
3. Be provided opportunities to participate in school activities on the same basis as students who are not receiving special education services; and
4. Be offered an opportunity for interaction on a regular basis with students who are not receiving special education services.

Evaluation Process

Once students are registered for KIPP Columbus and a lottery has been performed, staff from the school will meet with the families of each student. At this time, staff will talk with parents about their students' IEP histories.

KIPP Columbus staff offers all parents the right to have their students evaluated for special needs. KIPP Columbus shall then record in writing the eligibility of students with special needs. A staff member who works at the school and who is certified and licensed will undertake all evaluations and reevaluations. If, upon evaluation, it is determined that the student is not eligible for services for special needs, the parents or legal guardians shall be informed in writing of the evaluation findings, in compliance with notice requirements of this section, within ten school days. If the decision is that the student is disabled and eligible for special education, KIPP Columbus shall initiate and conduct a meeting to develop an IEP.

A school psychologist licensed to conduct evaluations maintains documentation concerning referral and evaluation data in the special education referral packet. Personnel responsible for referral and evaluation sign and date both referral forms and written evaluation reports. A written evaluation report that addresses the presence or absence of those symptoms or conditions is included in the specific eligibility criteria for the handicapping conditions for which the student is being assessed. The report includes the type and severity of the impairment and the functional implications for the educational process. The review committee shall have sufficient information to determine whether or not the student has a disability and is in need of special education services. The diagnostician makes recommendations for modifications and implantation strategies to ensure the academic and behavioral success of the students.

Special consideration is given to the evaluation of physical, mental, and emotional conditions. All referred students except those referred for consideration as homebound, hospitalized, or speech-impaired receive full, individual evaluations by the multidisciplinary team, which includes at least one teacher or specialist with knowledge in the area of the suspected disability. The professional responsible for assessing each area makes professional judgments regarding the degree to which the evaluation in each area is necessary. Specific eligibility criteria for the disability in question indicates the minimum intensity of evaluation in each area, but the

COMMUNITY SCHOOL CONTRACT

written report will address each of the following six areas according to the criteria in the policy and procedures manual: language dominance, language proficiency, physical, emotional/behavioral, sociological, and intellectual. The purpose of the full individual evaluation is as follows:

1. To determine the presence or absence of a physical, mental, or emotional disability that may be contributing to a student's educational need;
2. To determine the presence or absence of a significant educational deficit requiring special education instructional services;
3. To identify specific learning competencies in instructional and related service areas;
4. To provide information that is linked to instruction and recommendations to support student achievement;
5. To make recommendations for determining the grading criteria and procedures for participation in extracurricular activities; and
6. To provide information relative to the appropriate mastery level or levels at which the student should be expected to achieve in order to receive passing grades in all content areas of instruction.

KIPP Columbus's procedures for implementing evaluation, including determination of eligibility, is as follows:

1. Referrals of students for full and individual initial evaluations for possible special education services shall be a part of the school's overall general education referral or screening system. Prior to referral, students experiencing difficulty in the general classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, school personnel must refer the student for an initial full and individual evaluation (FIE). Any referral for an FIE may be initiated by school personnel, the student's parents (or legal guardian), or another person involved in the education or care of the student. The referral for an initial FIE must be completed within sixty calendar days, as required by federal regulations.
2. When the possibility of a student's need for special education and related services has been brought to the attention of the school's designee, the designee shall facilitate the completion of the initial referral within thirty calendar days by
 - a. Recording the circumstances by date, origin, and reason for concern;
 - b. Providing the student's parent(s) (or adult student) written notice that the student has been referred because of a suspected disabling condition and providing the parent with a copy and explanation of procedural safeguards, notice, and consent for comprehensive individual assessment and the opportunity to have input in the referral process through the Parent/Social History Information form;
 - c. Collecting health information to ensure appropriateness of the referral;
 - d. Collecting information from educational records; and
 - e. Collecting information from classroom teacher(s).
3. Before the school proposes or refuses to initiate or change the identification, evaluation, or education placement of a student or the provision of a free, appropriate education to a student, the school shall provide written notice to the student's parent or guardian by

COMMUNITY SCHOOL CONTRACT

- a. Giving the child's parent prior written notice, including a full explanation of all procedural safeguards, and describing any evaluation procedures the school proposes to conduct, and
 - b. Obtaining parental consent for the evaluation.
4. Staff at KIPP Columbus shall request that the parent signs consent form(s) for the mutual exchange of pertinent information, which allows such information to be made available between the school, other agencies, and/or professionals.
5. When the collection of the pre-evaluation data is complete, the evaluation team will review the data, and KIPP Columbus will fully evaluate the student and arrive at a decision pursuant to this section within:
 - a. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date written consent for an evaluation has been provided by the parent(s) (or adult student); or
 - b. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date the refusal of parent(s) (or adult student) to grant consent has been overridden pursuant to a hearing (or appeal); or
 - c. Such other time period as may be agreed to by the parent(s) (or adult student) and school authorities (KIPP Columbus must specify the reasons for extending the timeline).
 - d. Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the child's IEP and participate, as appropriate, in the general curriculum.
6. Evaluation materials, procedures, or instruments shall be provided and administered in a student's primary language or mode of communication, unless it is clearly not feasible to do so. Tests shall be selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude, achievement level, or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors the test purports to measure).
7. Each individual actually completing an evaluation will complete and sign an evaluation report. Information used to support the evaluation but which is not incorporated into the file (e.g., review of health records) shall be referenced as to date of record, location, and source person. The summaries shall specify the procedures and instruments used, the results obtained, and the apparent significance of findings, as related to the student's instructional program, including a description of the specific factors that are interfering with the student's educational performance and recommendations for special education and related services, including the need for an extended school year, needed to assist the student in benefiting from his or her educational placement.

Parental consent shall not be construed as consent for placement. If the parents refuse consent for the evaluation, the school may continue to pursue an evaluation by utilizing mediation and due process procedures. If a parent revokes consent, that revocation should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, school personnel must refer the student for a full and individual initial evaluation. Any referral for a Full and Individual Evaluation (FIE) may be initiated by school personnel, the student's parents, (or legal guardian), or another person involved in the

COMMUNITY SCHOOL CONTRACT

education or care of the student. The referral for a full and individual initial evaluation must be completed in sixty calendar days as required by federal regulations.

2. When the possibility of a student's need for special education and related services has been brought to the attention of the school's designee, the designee shall facilitate the completion of the initial referral within thirty calendar days by:
 - a. Recording the circumstances by date, origin, and reason for concern;
 - b. Providing the student's parent(s) (or adult student) written notice that the student has been referred because of a suspected disabling condition and providing the parent with a copy and explanation of procedural safeguards, notice and consent for comprehensive individual assessment, and the opportunity to have input in the referral process through Parent/Social History Information form;
 - c. Collect health information to ensure appropriateness of the referral;
 - d. Collect information from educational records;
 - e. Collect information from classroom teacher(s).
3. Before the school proposes or refuses to initiate or change the identification, evaluation, or education placement of a student or the provision of a free and appropriate education to a student, the school shall provide written notice to the student's parent or guardian:
 - a. Give the child's parent prior written notice, which included a full explanation of all procedural safeguards and describes any evaluation procedures the school proposes to conduct; and
 - b. Obtain parental consent for the evaluation
4. Staff at KIPP Columbus shall request the parent to sign consent form(s) for the mutual exchange of pertinent information where such information is available between the school, other agencies, and/or professionals.
5. When the collection of the pre-evaluation data is complete, the evaluation team will review the data, and KIPP Columbus shall fully evaluate the student and arrive at a decision pursuant to this section within:
 - a. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date written consent for an evaluation has been provided by the parent(s) (or adult student); or
 - b. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date the refusal of parent(s) (or adult student) to grant consent has been overridden pursuant to a hearing (or appeal); or
 - c. Such other time period as may be agreed to by the parent(s) (or adult student) and school authorities. KIPP Columbus must specify the reasons for extending the timeline.
 - d. Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the child's individualized education program and participate, as appropriate, in the general curriculum.
6. Evaluation materials, procedures, or instruments shall be provided and administered in a student's primary language or mode of communication, unless it is clearly not

COMMUNITY SCHOOL CONTRACT

feasible to do so. Tests shall be selected and administered so as to ensure that when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors the test purports to measure).

7. Each individual actually completing an evaluation will complete and sign a evaluation report. Information used to support the evaluation but which is not incorporated into the file (e.g., review of health records), shall be referenced as to date of record, location, and source person. The summaries shall specify the procedures and instruments used, the results obtained, and the apparent significance of findings as related to the student's instructional program, including a description of the specific factors which are interfering with the student's educational performance and the recommendations for special education and related services, including the need for an extended school year, needed to assist the student in benefiting from his or her educational placement.

The student's evaluation team shall review and analyze the reports of evaluation data and any other available data in each of the areas assessed. The conclusions, recommendations, and facts and/or reasons resulting in the eligibility decision shall consist of the following:

1. Identification of the disabling condition(s), if any, that cannot be accommodated by general education and requires the provision of special education services.
2. Reconciliation of any inconsistent or contradictory information and/or opinions evidenced in the evaluation data and supporting conclusion(s) with appropriate data, if any.
3. Expression of the apparent significance, as appropriate, of such factors as test measurement error or cultural, environmental, economic, and behavior factors to the evaluation results.
4. Where specific test results obtained in any evaluation do not appear to the evaluation team to accurately reflect a student's expected performance, the evaluation team shall apply professional judgment to determine eligibility for special education and related services. In such event, the evaluation team shall document in a written narrative the basis for such determination, the instruments used, and the data used for a determination of eligibility.
5. Recommendations to the IEP committee.
6. Special education and related services will be determined by the evaluation team, which will also make decisions regarding placement.

If a parent disagrees with all or part of the assessment, the parent may ask the school to provide an Independent Educational Evaluation (IEE). IEE is defined as an evaluation conducted by a qualified examiner not employed by the school responsible for the child in question.

If a parent asks KIPP Columbus to provide an IEE, the school must do one of the following:

COMMUNITY SCHOOL CONTRACT

1. Pay for the IEE (the IEE must meet the school's criteria specified, and the evaluator must meet criteria listed under qualifications of certified special education personnel)
2. Initiate a due process hearing to show that KIPP Columbus's evaluation is appropriate. If the school prevails with the hearing, the parent still has the right to an IEE, but not at public expense.
 - a. If the parent obtains an IEE at private expense, the results may be presented as evidence at a hearing regarding the student.
 - b. If a hearing officer requests an IEE as part of a hearing, the cost of the IEE must be at public expense. "Public expense" means that KIPP Columbus either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent.

The parent(s) of a student (or the adult student) referred for special education and related services and assessed, or any disabled student eligible for special education and related services who is reevaluated, has the right to obtain an independent educational evaluation subject to this section. KIPP Columbus shall provide to the parent(s) (or adult student) on request information about where an independent educational evaluation may be obtained. A parent (or adult student) has the right to an independent educational evaluation at public expense if the parent (or adult student) disagrees with the evaluation results obtained by KIPP Columbus, as follows:

1. The parent(s) (or the adult student) should provide a written or verbal notice to the KIPP Columbus designee that
 - a. Indicates that the parent (or adult student) disagrees with the school's evaluation and
 - b. Requests an independent educational evaluation at public expense.

KIPP Columbus will not deny payment for an independent educational evaluation solely because the parent did not provide prior notification of his or her intent to seek an independent educational evaluation at public expense.

KIPP Columbus shall have the opportunity to initiate and conduct a hearing to show that its evaluation is appropriate with appropriate state authorities.

Prior to the three-year anniversary date of an active special education student's FIE, a three-year reevaluation must be completed. The process is as follows:

1. The diagnostician will collect data, including updated parent (sociological) data, health information, teacher information (including current grades, levels of performance, and degree of special education support required), and provided cumulative file review (standardized group achievement tests, state test results, past three years' report cards, etc.).
2. A review meeting is held to review information, collect any additional information, and to determine if
 - a. There is sufficient information available to determine if this is a student with a disability;

COMMUNITY SCHOOL CONTRACT

- b. The student continues to require special education services (educational need); and/or
 - c. If further assessment is needed to make the determination of either a or b and what areas require additional assessment.
3. The parent may request a FIE to be done in the areas for which the student is currently eligible or in other specific areas of suspected disability, and the school will comply with that request. Parents must be given a notice of assessment and sign a consent form for the assessment that is recommended.
4. If further testing is recommended or requested, that testing must be completed, with an appropriate report, by the date of the three-year anniversary of the previous FIE.
5. This assessment report will be provided to parents when completed.
6. If this assessment indicates a need for changes in services/IEP goals and objectives, the student's IEP committee will meet to address these changes within thirty school days.
7. If no further testing is recommended and the committee establishes continued eligibility, the date of that decision becomes the new FIE date. If further testing is done, the date of the resulting report is the new FIE date.
8. If no changes in eligibility or services are recommended, the parents will be provided a copy of the report. An opportunity to review the report with the diagnostician LSSP and another review meeting will be held within a reasonable amount of time.

IEP Policy

All students with disabilities that qualify under IDEA shall have an individualized education program (IEP) consistent with state and federal law. Each student's IEP shall be a written document, shall be developed on the basis of evaluation and parent input (where it is provided), and shall include the following:

1. A statement of the student's present levels of educational performance.
2. A statement of specific, measurable annual goals, including short-termed instructional objectives, which are stated in terms that provide for measurement of progress, expected levels of performance, and the schedules for their accomplishments.
3. A statement of the specific special education and related services to be provided to the student based upon the individual needs of the student, as determined through the evaluation process. If modifications (supplementary aids and services) to the general education program are necessary to ensure participation in that program, those modifications must be described.
4. An explanation of the extent, if any, to which the student will be able to participate with non-disabled children in the regular classroom and extracurricular and non-academic activities, including physical education. If the student is unable to participate in the regular physical education program, a description of the specially designed physical education to be provided to the student shall be included.
5. A statement of how the child's progress toward the annual goals will be measured and how parents will be informed, at least as often as parents of non-disabled students receive such notice of this progress.
6. A statement of any individual modifications in the administration of state- or school-wide assessments.

COMMUNITY SCHOOL CONTRACT

7. A statement of the needed transition services; beginning at age fourteen, these goals shall be updated annually.
8. An individual transition plan (ITP) that includes goals and objectives, based on a functional vocational evaluation, when appropriate, and anticipated post-school outcome(s), which shall be developed annually. When appropriate, a statement of the inter-agency responsibilities or linkages (or both) before the student leaves the school setting should be included. The IEP will also take into account the student's preferences and wishes. In a case where a participating public agency fails to provide agreed-upon services, KIPP Columbus shall reconvene the student's IEP team as soon as possible to identify alternative strategies to meet transition objectives and, if necessary, revise the IEP, as long as the student is eligible for services.
9. A statement in the IEP, in the event that the IEP team determines that services are not needed in one or more of the areas specified in federal regulations, as well as the basis upon which the determination is made.
10. The projected dates for initiation of services and the anticipated duration of the services, including minutes/hours per week and the need for extended services for the school year over which such services shall be provided. In the event that the IEP is the first in KIPP Columbus for such a student and the evaluation team has not made a determination as to the need for an extended school year, the IEP team shall make its recommendation on the length of the school year over which such services shall be provided prior to the conclusion of the regular school year.
11. Any participating public agencies, including a state vocational rehabilitation public agency, will be responsible to provide or pay for any transition service that the public agency would otherwise provide to students with disabilities that meet the eligibility criteria of that public agency.
12. Signatures of the committee members present and an indication of each member's agreement or disagreement with the decisions of the committee.

Additionally, KIPP Columbus shall provide the parent (or adult student) a copy of the IEP in her native language. The KIPP Columbus special education designee will make copies of the accepted IEP. One copy is to be filed in the student eligibility folder, and one is to be given to parents/guardians. Additional copies may be distributed as needed (i.e., the general education teacher gets a copy, etc.).

Reviewing the IEP

Each student's individualized education plan (IEP) will be reviewed by the IEP team every 364 days to determine the student's progress, the need for modifying the plan, and the student's continued need for special education services. The team may schedule an earlier review date if needed for review, modification, failure, and so on. IEPs shall also be reviewed and documented at the beginning of the year and after breaks in the program for regression/recoupment information. At the annual review, the current IEP objectives shall be reviewed and documented on the IEP prior to the development and acceptance of a new IEP.

1. There should be some objectives that have been added/deleted/revise on the new IEP.
2. If there are no changes, the IEP committee should have written justification for the lack of revision and lack of a newly generated IEP.

COMMUNITY SCHOOL CONTRACT

If the parent is unable to speak English, a translator will be provided.

Plan/or Parental Notification

Students and parents are kept informed and involved in the development and decisions regarding a student's IEP. The involvement of parents and students in the development of the IEP is discussed throughout this section, and the ongoing involvement is detailed below.

Parental Involvement

Parental involvement and expectations for parental involvement are set during home visits or meetings between KIPP Columbus and parents and students. At that time, the staff lay out expectations for parental involvement and participation in the education of each student. KIPP Columbus takes steps to ensure that one or both parents is present at each IEP meeting or are afforded the opportunity to participate. KIPP Columbus notifies parents at least five school days in advance of the meeting to ensure that they will have an opportunity to attend. KIPP Columbus schedules the meeting at a mutually agreed-upon time and place, indicating the purpose, time, and location of the meeting and who will be in attendance. A meeting may be conducted without a parent (or adult student) in attendance if he declines to attend. In such a case, the school shall make a record of its attempts to arrange a mutually agreed-upon time and place.

KIPP Columbus attempts to schedule the IEP meeting at least three times before proceeding without parental or adult-student involvement. If a parent cannot attend, the school may use other methods to assure participation, including individual or conference telephone calls. The special-education designee will follow up to ensure that the parents have the opportunity to participate.

KIPP Columbus shall take action as necessary to assure that the parent (or adult student) understands the proceedings at a meeting, including providing a translator for parents (or adult students) who are deaf or whose native language is other than English. KIPP Columbus shall document the presence of the parent(s) (or adult student) and other IEP participants at the IEP meeting. As a KIPP school, KIPP Columbus shall conduct meetings consistent with this section every 364 days for the purpose of reviewing and revising as necessary each student's IEP.

The staff of KIPP Columbus ensures that parents of students with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of general education students. Students with special needs are included in the school-wide schedule of parental notification of academic progress, which includes quarterly report cards, quarterly progress reports, and frequent informal updates.

Additionally, parents of students with special needs shall be informed of progress on annual IEP goals in formal meetings as described.

Response to Intervention

KIPP Columbus will utilize the response to intervention (RTI) model for supporting struggling students or students identified as having a disability. RTI is an assessment and intervention process for regularly monitoring student progress and making informed decisions about the need for instructional modifications or increasingly intensified services using progress-monitoring

data. RTI continuously asks the question, "What circumstances are necessary to ensure that the student is able to find success with the curriculum?" Thus, interventions are selected and implemented under rigorous conditions to determine what will work for the student.

RTI relies upon the implementation of school-wide systems intentionally designed to reach all students and constantly monitor and assess student progress. The National Research Center on Learning Disabilities recommends the following buckets as characteristic of schools implementing RTI:

- High-quality, scientifically based classroom instruction
- Student assessment with classroom focus
- School-wide screening of academics and behavior
- Continuous progress monitoring of students
- Implementation of appropriate research-based interventions
- Progress monitoring during interventions (effectiveness)
- Teaching-behavior fidelity measures

Response to Intervention Team

When concerns arise regarding a particular student, a teacher or parent will refer the student for RTI. The information will then be distributed to the special education coordinator, who will call a meeting of a parent, the school leader, and the classroom teacher to discuss the student's progress and identify possible intervention strategies.

During the ensuing 2–3 weeks, the child's classroom teacher will document the student's response to the intervention strategies brainstormed by the RTI team. The school will reconvene the group to assess whether the student has progressed sufficiently using the determined strategies. The team will then choose one of three options:

1. Determine that the concerns were successfully addressed
2. Identify a new RTI strategy
3. Refer the student to a special education consultant, licensed psychologist, or social worker

Special Student Recruitment and Retention

KIPP Columbus does not recruit students based on the presence or absence of special education status. Recruitment strategies are blind to students' disability statuses, and all students are welcome and encouraged to apply to KIPP regardless of their special education status. The mission of KIPP Columbus is to equip all children with the knowledge and skills they need to succeed in college and life. The "all" aspect of this mission is taken seriously and includes students with disabilities.

KIPP Columbus is committed to retaining all of its students (see A.7 for goals) regardless of their disability statuses. KIPP Columbus believes that the best way to ensure student retention is to provide students with an excellent education and clearly articulate to families how KIPP Columbus is helping their students to climb the mountain to college or life success.

LEP Students

All students, regardless of language proficiency, are provided the necessary curricula and instruction to assure that they achieve the high standards set for them in school. Students at KIPP Columbus with limited proficiency in English ("limited English proficiency" or "LEP") achieve proficiency in the English language as quickly as possible through the use of the school's services and teaching methods. KIPP Columbus ensures that LEP students will not be excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction and that LEP students will not be assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the school in their native language to encourage participation in the school by all members of the KIPP Columbus community. Staff at KIPP Columbus will be instructed through professional development activities on strategies for incorporating LEP standards into the curriculum to meet the needs of all students.

The school uses a variety of methods, each described in detail below, to ensure that LEP students are not misplaced or tracked inappropriately in other classes, including those designed to serve students with disabilities. All students who are of foreign birth or come from a home where a language other than English is spoken are subject to an informal interview conducted by school staff (in the student's native language). If the interviewer determines that the student speaks no English, that student will be classified as an LEP student. If the interviewer determines that the student speaks some English, the school will administer the Language Assessment Skills test. If the student scores below the established cutoff point on this test, the student will be classified as an LEP student. The target date for all Home Language Surveys data to be collected is October 1. Prior to the start of the school year, the school's teachers will receive training on the education of LEP students and will be responsible for observing each student throughout the class day with an eye toward detecting limited English proficiency. Any student suspected of having limited English proficiency will be tested to determine what level of services, if any, are necessary. KIPP Columbus intends to use either IDEA proficiency tests or the Language Assessment Scale (LAS) to determine need and placement. Portions of the tests will be administered in the first language for the child to assess native literacy levels. The student's teacher will perform additional testing to determine fluency in reading and writing on an ongoing basis. The target date for all LEP students to be identified by teachers is October 1.

Homeless Students

KIPP Columbus works to ensure that all students, including those who are homeless, receive a top-quality education. As recruitment of students will be carried out through street canvassing, reaching out to shelters, and working with existing city and state agencies, the team can identify all students, including those who may be homeless or in other ways at risk.

KIPP's entire approach to education is one that emphasizes meeting the needs of students at risk of academic failure. The school's philosophy of helping students achieve academic success through hard work and a longer school day/year is specifically tailored to students who are struggling academically or behaviorally when they arrive at the school.

COMMUNITY SCHOOL CONTRACT

The school seeks first and foremost to remove all barriers to the child's enrollment or success at the school. No student is denied admission to the school based on the lack of forms or documents that may be a result of homelessness. The school is able to identify whether students are homeless, or at risk of homelessness, through initial home visits. Visiting or meeting with the student and his or her guardians is a prerequisite to enrollment. As opposed to being a barrier to enrollment for a homeless student, however, home visits will allow KIPP Columbus to ascertain whether he has a home or a guardian. If the student is determined to be homeless or without guardians, the school will work in coordination with appropriate local entities and agencies to determine resources available, including shelter, food, and guardianship. Bearing in mind that the state and city are likely to be overwhelmed by the needs of homeless students, the school will work with the state department of education to determine solutions if the existing social services in the city are insufficient to meet the needs of the KIPP Columbus students.

Once enrolled, students who are homeless—or who become homeless over the year—are eligible to receive all services as outlined in No Child Left Behind or any applicable state waiver. By constant communication with parents, families, and students, the staff will be able to identify if and when students are made homeless. In addition, the student will be assigned to a staff member who will act as a liaison and will be responsible for monitoring the student's academic performance, as well as ensuring:

- That the student has full and equal opportunity to succeed in the school and all related academic and extracurricular activities;
- That homeless families, children, and youth receive educational services for which they are eligible, including Head Start, Even Start, and preschool programs administered by the school, as well as referrals to health, mental health, dental, and other appropriate services;
- That parents or guardians are informed of educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- That the child's wishes are represented in any dispute that may arise over enrollment; and
- That children and youth who do not have immunizations or medical records obtain necessary immunizations or medical records.

By creating special partnerships with social services available throughout the city and the state, the school will ensure students' ability to access those social services they need to effectively participate and learn in school.

Academically Gifted/Talented Students

Learning opportunities for students who are academically advanced are met by the child's classroom teacher. Teachers are trained on effective differentiation in the classroom, and this includes modifying instruction for both academically challenged and academically gifted students. In the nonfiction studies or science classroom, this could include supplemental reading and more challenging projects. In guided and independent reading, a KIPP Columbus student will select and read books at her own level and pace, which gives her the opportunity to advance as quickly as she is able. When applicable and appropriate, grade-level chairs may decide to create an "honors" class for which more rigorous material is presented.

High School Expansion

Because all students are challenged to reach their intellectual potential within the instructional program, KIPP Columbus does not plan to offer a formal, separate program for academically high-achieving students; however, Advanced Placement classes will be made available to all students. Teachers will be trained on effective differentiation in the classroom, which includes modifying instruction for both academically challenged and academically gifted students and creating an individualized learning plan to meet each student's unique needs. In addition, all courses will maintain a standard of rigor that challenges our most advanced students.

Staffing

KIPP Columbus provides school-level special education staff members to ensure that the special education program is being implemented with fidelity as described above. Within the coming years, in addition to school-level staff, the program will be supplemented by staff and resources from KIPP Columbus. Specifically, a regional office's director of special education will facilitate alignment and sharing of best practices across all schools and grade levels. Funds specifically allocated for special education services will provide for the staffing, materials, supplies, and services as needed. In the likely event that the special education funds are not sufficient to meet all needs, dollars from the general fund will be used to ensure that students with special needs receive an excellent, free, and appropriate education.

Adaptation of Model for Special Student Populations

KIPP Columbus maintains high expectations for all of its students. Thus, it does not change its objectives or standards for any student. Rather, it empowers special student populations with the accommodations and tools they need to meet expectations and accomplish goals.

Accommodations

The following lists describe the accommodations to be implemented in general education settings, as dictated by a student's IEP or special education status.

Instruction

- Simplified to instructional level
- Extra practice on lessons
- Peer tutoring
- Oral explanation of tasks
- Preferential seating
- 1:1 or pull-asides as needed
- Provide longer response time
- Break tasks into smaller sections
- Reduce the amount of copying from board

Testing

- Prior notice of test content
- Open-book notes for teacher-made tests

COMMUNITY SCHOOL CONTRACT

- Extra time for tests
- Simplified directions
- Alternative tests
- Tests read to student
- Retake tests
- Same content
- Shortened test length
- Reduced choices on multiple choice tests
- Hands-on projects instead of tests
- Use of highlighters

Grading

- Grades based on work and participation
- No spelling penalty on written work
- No handwriting penalty on written work
- Provide regular grade checks

Organization

- Give simple, clearly stated instructions
- Use agenda for assignments
- Review directions
- Provide notes
- Story outlines
- Use of spell-checker
- Desktop list of assignments
- Extra time to complete assignments
- Extra time for projects determined by teacher and student when project is assigned

Homework checks

- Reduced assignments
- Use notebook/folders to organize assignments
- Written schedule of daily routine
- Frequent agenda checks

Materials

- Copies of texts at home
- Modified worksheets
- Audio/visual aids
- High-interest materials
- Manipulatives

COMMUNITY SCHOOL CONTRACT

- Enlarged print
- Calculator for math
- Use of computer/word processor
- Use of tape recorder to record discussions

Behavior management

- Provide positive reinforcement
- Reinforcement program
- Model appropriate behavior
- Corrective behavior plan
- Contract
- Provide cues for expected behavior
- Consistent enforcement of school rules
- Collect data on behavioral changes
- Daily behavior tracker/report
- Advance warning of when a transition is going to happen

High School Expansion

Student Support

KIPP Columbus High will offer a comprehensive special education program to ensure that all students, regardless of ability, are growing and achieving academically.

In order to best serve students with special needs, KIPP Columbus uses a collaborative practice model that includes students, parents, teachers, administrators, social workers, clinical providers, nurses, and other practitioners as warranted. The goals of the special education program are to measure and monitor academic growth and achievement, provide easy access to resources inside and outside the school, offer targeted and specialized interventions, and reinforce self-efficacy.

To meet these goals, KIPP Columbus High will engage teachers, support staff, and clinical providers in joint problem solving and accountability through a school-based, one-stop point of access for special education services. All services provided to students will be aligned with individual service plans and will be monitored weekly through reviews, observations, and professional development.

Special education at KIPP Columbus High will differ slightly from the existing program because of its emphasis on helping students transition to college and life after school. For some students with significant disabilities, transition skills become an essential aspect of their individual service plans. These transition skills include aptitudes for employment, post-secondary education, and independent living. Additional services will be offered to students with disabilities, including: extra time with high school and guidance counselors, internships within KIPP Columbus and with other organizations throughout Columbus, and study skills training conducted by the guidance counselor and intervention specialists. In the high school setting, the student becomes a part of the IEP team.

Students with Disabilities

COMMUNITY SCHOOL CONTRACT

In providing programs, services, and activities for students with disabilities, KIPP Columbus High will first use those resources made available to all students. When appropriate, students receiving special education services shall:

1. Remain in the general education program with special education support services to the greatest extent possible. KIPP Columbus High will use a co-teaching model that is flexible to individual student needs and that will provide a continuum of services;
2. Be provided with supplementary aids or other special arrangements if needed;
3. Be educated to the maximum extent appropriate with students who do not receive special education services;
4. Be provided opportunities to participate in school on the same basis as students who do not receive special education services; and
5. Be offered an opportunity for interaction on a regular basis with students who do not receive special education services.

A.7 School Goals

Annual goals are established in June and July of each year once Ohio Achievement Assessment results are received. The School will forward documentation regarding goals to the SPONSOR, as follows:

Item	Due date to SPONSOR
Progress against goals in the most recent academic year (ending June 30, 2013)	August 15, 2014
New goals for 2014–15	August 15, 2014
Progress against goals in the most recent academic year (ending June 30, 2015)	August 15, 2015
New goals for 2015–16	August 15, 2015
Progress against goals in the most recent academic year (ending June 30, 2016)	August 15, 2016
New goals for 2016–17	August 15, 2016

KIPP Columbus has school goals in the following areas:

- Academic Performance
- Student Culture
- Staff Culture
- Enrollment
- Operations

High School Expansion

Commitment to KIPP’s educational philosophy will empower KIPP Columbus students to achieve the following measurable goals, which are explicitly aligned with the school’s mission.

COMMUNITY SCHOOL CONTRACT

The school goals involve the areas of academic performance, student culture, staff culture, enrollment, and operations. Success in these areas is critical to KIPP Columbus fulfilling its mission of creating a student-focused community that empowers and equips all learners to become more active and engaged citizens.

Academic Performance	Benchmark
Students will enter and succeed in college.	One hundred percent of graduating seniors will matriculate to college, with at least 50 percent attending competitive colleges.
Students will demonstrate college readiness on the ACT.	KIPP students will score, on average, a 23 or higher on the ACT.
Students will demonstrate proficiency in all core subjects and skills outlined in Ohio’s Learning Standards.	Across all sections of the AIR assessments, KIPP students will perform at a higher level of proficiency than the local district. Specifically, the proficiency goals for each grade level are as follows: Ninth grade: 80 percent Tenth grade: 85 percent Eleventh grade: 90 percent Twelfth grade: 95 percent
Students will ensure college readiness by successfully passing AP exams.	Fifty percent of students in the eleventh and twelfth grades will enroll in AP classes and receive a 3 or higher the AP tests. Students will enter and succeed in college and university.
Student Culture of Achievement	Benchmark
Students will learn in a safe and productive atmosphere where they feel valued.	Students will rate an average of 4.25 or higher on the Healthy Schools and Regions survey in Culture and Climate categories.
Students will have strong attendance to support the achievement of rigorous academic goals.	Student attrition will be less than 7 percent.
	Daily attendance will remain at 94 percent or higher.
Staff Culture of Achievement	Benchmark

COMMUNITY SCHOOL CONTRACT

Staff will work in a safe and productive environment where they feel valued.	Staff will rate an average of 4.2 or higher on the end-of-year Q12 survey.
	Staff will rate an average of 4.0 or higher on each section of the staff Healthy School and Regions survey.
KIPP Columbus will retain high-quality, experienced staff.	Ninety percent of staff offered positions will return for the following year.
KIPP Columbus will attain the necessary staff for optimal operations.	One hundred percent of staff positions will be filled by May 20 for the following year.
Enrollment	Benchmark
KIPP Columbus will serve as many students as possible and maintain maximum enrollment.	One hundred percent of students will be enrolled by April 1 for the following year.
	At least fifty students will populate the wait list for the following year by June 1.
KIPP Columbus will serve the students who are most in need with demographics mirroring that of the surrounding neighborhood.	At least 85 percent of students will qualify for free or reduced-price lunch.
Operations	Benchmark
KIPP Columbus will implement sound fiscal policies and controls.	Internal audits will remain clean, with fewer than two material findings.
KIPP Columbus will maintain a healthy budget and cash flow.	Actual-to-budget spending will vary less than 5 percent for annual operating budget.
Family and Community Involvement	Benchmark
Families will be welcomed and involved in the school.	More than 70 percent of parents will participate in orientation nights and report-card conferences.
Families will understand that their students are in a safe and productive atmosphere and feel valued.	Average of 4.25 or higher on the Parent Healthy Schools and Regions survey in Culture and Climate Categories.

A.8 School Climate and Discipline

Overview of KIPP Columbus Discipline Philosophy

KIPP Columbus believes that students must feel safe in order to be successful. To that end, the school has developed a clear set of behavioral expectations and an accompanying array of support systems to ensure that students meet behavioral expectations.

The foundation of the discipline system is respect for the student. Teachers always keep in mind that behavior is teachable. Instruction and guidance, rather than punishment, are of the utmost importance. Teachers serve as coaches and models to the children. Teachers are trained to separate the actions from the actor and to separate the stigma of punishment from discipline and the notion of consequences. Behavior is about social interaction, so teachers first define the norms they expect before holding students accountable to them.

Clear and consistent routines and expectations are the basis of this system, and strong relationships with students allow it to work.

Depending upon the grade level, teachers implement a variety of discipline management systems that may include any of the following:

- The weekly student "paycheck" based on behavior
- Daily notes home to parents
- Daily phone calls to parents
- Loss of privileges during the school day
- Extra rewards and celebrations for students meeting and exceeding expectations
- Individual coaching with students to address behavior

School Culture

The school culture of KIPP Columbus is best summed up by the phrase "Work Hard. Be Nice." Students will learn that there are no shortcuts to academic success and that hard work is the key to achievement. The school culture will celebrate an excitement for learning.

High expectations will pervade every aspect of KIPP Columbus. It is not sufficient to simply learn the importance of working hard and being nice; rather, KIPP Columbus will expect students and adults to demonstrate these principles every day to achieve the learning and character building necessary for success in school and life. Indeed, the school mission, vision, goals, and model outlined above are underpinned by a fundamental belief: "All of us—students, teachers, and stake holders—will learn."

Excellent academics, of course, are necessary but not sufficient for success in college and life. KIPP students will also learn the important character, social, and teamwork skills that will allow them to resolve conflict, work on a team, interact with others, and demonstrate the social skills necessary for success. The school discipline system will focus on rewarding positive behavior and helping students reflect on poor choices as teachable moments.

Copies of the Discipline Policy and Code of Conduct are available upon request.

COMMUNITY SCHOOL CONTRACT

Extracurricular Activities

Field Lessons:

One of the strategies for achieving our school mission is to expose our students to a variety of experiences and situations. Field lessons will be built into each unit, and KIPP Columbus teachers will build on what the students are learning in class and expose them to new experiences. Students, however, must earn the right to attend field lessons, and all students will be held to the same expectations during field lessons as they would be at school.

College Visits:

The mission of KIPP Columbus will be to get kids to and through college. As such, students will regularly have the opportunity to visit all of the colleges near Columbus, as well as some around the country. As mentioned previously, all students must earn the right to attend these visits, and in-school expectations will remain constant.

KIPP Connect After-School Program:

KIPP Columbus joined with the Boys and Girls Clubs of Columbus (BGCC) to create the KIPP Connect Boys and Girls Club in 2010. This club is an official chartered extension site of BGCC and will be offered throughout all schools within the region. The BGCC provide after-school and summer programming for youth ages 6–18. The programming at BGCC is designed to promote positive outcomes in the areas of academic success, good character, citizenship, and healthy lifestyle, all with the goal of empowering youth to reach their full potential as productive, caring, and responsible citizens.

KIPP Connect will operate as a specific classification of Boys and Girls Clubs every Monday through Thursday from 4 p.m. to 7 p.m. Transportation will be provided to all students who choose to participate in this optional program.

At KIPP Columbus, Boys and Girls Club staff will assist with academic intervention, providing literacy support to students who are not yet reading on grade level. Additionally, a team of six will provide quality-enrichment programming to KIPP Columbus students, including the following:

- **Passport to Manhood:** This BGCA curriculum is designed to help adolescent males (ages 11–14) make wise decisions and increase their personal responsibility. This program involves interactive classes with positive male role models.
- **SMART Moves (Skills Mastery and Resistance Training):** This is a prevention/education program that addresses problems such as drug and alcohol abuse and premature sexual activity. This program can be adapted for students ages 6–15.
- **SMART Girls:** A health, fitness, prevention/education, and self-esteem enhancement program for girls ages 8–17.

Other activities offered will include yoga, Zumba, arts and crafts, step, scrapbooking, poetry, games club, rap, flag football, basketball, choir, instrumental music, Girl Scouts, African drumming and dance, mentoring programs (Girls Circle), and many others.

COMMUNITY SCHOOL CONTRACT

In addition to the Boys and Girls Club, the after-school program will also utilize key community partnerships to enhance its activities. Some of the community partners KIPP Columbus has already formed include Columbus Music Academy, COSI, Nubian Knowledge, the Wexner Center for the Arts, Boy Scouts of America, Girl Scouts of America, Children's Hunger Alliance, Ernst & Young, OSU Honors & Scholars program, Banana Republic, and the Linden Development Corporation.

High School Expansion

Living our core values and teaching our students how to live them is a key component of the KIPP Columbus High mission. If we are to have a strong and consistent culture, these values must be consistently upheld. The INSPIRE values are the same ones used in the elementary and middle schools; however, they will be adapted to teach more age-appropriate examples of behaviors that exemplify them. Values will be reviewed with staff during summer professional development, along with the creation and alignment to “college-bound” behavior examples.

The INSPIRE values for KIPP Columbus High are listed below

- Imagine
- Navigate
- Seek
- Persevere
- Integrity
- Responsibility
- Empathy

Students will be introduced (or reintroduced, for returning KIPPsters) to the core values during freshman orientation, with an explicit link to college readiness. Every month, teachers will present Student of the Month awards for each value. In year one, these awards will be presented at Morning Meeting in front of the whole school. In advisory each week, every advisor will present value awards to members of their advisory. Through consistent weekly and monthly student awards, opportunities to earn daily merit points, and consistent visual anchors across all classrooms, students will internalize each of the core values and understand why they are important.

Behavior Philosophy and Discipline Policy

Excellent academics are necessary but not sufficient for success in college and life. KIPP students will also learn the important character, social and teamwork skills that will allow them to resolve conflict, collaborate, and demonstrate the social skills necessary for success. The school discipline system will focus on rewarding positive behavior and helping students reflect on poor choices as teachable moments.

The foundation of the discipline system is respect for the student. Instruction and guidance, rather than punishment, are of the utmost importance. Teachers serve as coaches and models to the children. Teachers are trained to separate the actions from the actor and to separate the stigma of punishment from discipline and the notion of consequences. Behavior is about

social interaction, so teachers first define the norms they expect before holding students accountable to them. Clear and consistent routines and expectations are the basis of this system, and strong relationships with students allow it to work.

Student Culture Shifts from Middle School to High School

As students leave their middle school and enter high school, some culture resetting will need to take place. KIPP Columbus High will establish expectations for how students wear a school uniform, conduct themselves in the classroom and in large groups, speak with each other, and speak with teachers. It is important for students to feel part of a new community on the path to and through college.

KIPP Columbus will also balance the increasing ways in which students can feel like mature young adults who have more freedom to make their own decisions—even while upholding and enforcing behavioral expectations that may not have been as strictly enforced at the middle school.

For example, KCH will emphasize to students that they no longer receive a paycheck because they are college-bound young adults who must assume more responsibility for their own actions and self-advocate for what they need to succeed. However, they will still earn demerits if they are not meeting behavioral expectations. Moreover, as students get older, the cultural expectations will shift, and they will be expected to handle themselves more independently. Starting junior year, the goal is for students to be eased off the demerit system. By senior year, the goal is for each class to stop using the demerit system. This is contingent on students demonstrating that they can maintain excellent behavior and meet all expectations without the demerit system. The eleventh-grade team and the twelfth-grade team will decide at the end of the eleventh-grade year if the incoming senior class should remain on the demerit system. Their decision will be based on the number of demerits students are earning and for what offenses. Students will know during their junior year that if they wish not to be on the demerit system during senior year, they must demonstrate their maturity as a class and not just as individuals.

Behavior System

KIPP Columbus High School will use a merit and demerit system. It is critical that our staff be entirely consistent from one classroom to another. A student can receive demerits from any adult on campus for breaking any rule. Each offense will be assigned a number of demerits ranging from one to four (four being the most that a student can receive for one offense). Teachers are responsible for entering the demerits they give students, but students are responsible for keeping track of how many they have accumulated. As a result of earning demerits, students can earn consequences such as detention.

Alternatively, students can also earn merits. Merits can be earned for specific behaviors that exemplify each of the core values. Students who earn five or more merits will have their pictures posted on a bulletin board. Every time a student earns ten merits, their name will be entered in a raffle for a prize, as well as earn the opportunity to attend Merit Trips (after-school trips organized by staff).

COMMUNITY SCHOOL CONTRACT

In order to ensure consistency, teachers will be trained extensively on giving demerits and merits during summer professional development. During this time, the team will review which offenses earn how many demerits and what actions can earn merits

KIPP Columbus High will also implement a Restorative Justice approach with KIPPsters. If students violate the Core Values and harm other members of the community, either physically or emotionally, they will engage in the Restorative Justice Process with their advisors and/or counselors. The process emphasizes repairing harm through collaboration. Steps include:

1. Identifying and taking steps to repair harm,
2. Involving all stakeholders, and
3. Transforming the traditional relationship between students, staff, and the larger school community.

Through Restorative Justice, students are not only held accountable for their actions but are also empowered to help resolve issues through respectful communication and collaborative work in the larger school community.

Staff Training

In the weeks before the first student day of school, staff will learn about KIPP and its unique model, including the proven expectations, systems, and routines. During these sessions, the discipline policies will be clearly outlined, and teachers will have opportunities to practice their responses to specific classroom situations. KIPP Columbus staff will participate in a wide range of professional development opportunities on topics including classroom management and Restorative Justice. While these sessions will provide a conceptual structure for teaching at KIPP Columbus, the school will turn to supplemental sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Columbus works to adopt many of the practices of leading researchers like Doug Lemov (*Teach Like a Champion*) to ensure predictable and college-preparatory classroom routines and expectations. This text is an example of how to implement a “no-excuses” educational philosophy and has proven extremely effective in achieving results in urban classrooms across the country.

A.9 Assessments and Intervention

KIPP Columbus uses state- and norm-referenced tests, along with growth-oriented interim and classroom assessments, to gauge student competency, monitor progress, and inform instruction (both individually and in the aggregate). In order to supplement the data derived from state summative tests (OAA), track overall advancement of students, and inform better instruction, KIPP Columbus uses a number of independently developed assessment systems:

- Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) is a national, norm-referenced, computer-based adaptive test offered in both math and reading for grades 5–8. Offered annually to more than 5.2 million students (the largest norm reference of any test in the nation), the MAP will allow KIPP Columbus staff and teachers to identify not only the competencies and critical areas of growth for each student, but also the performance of students relative to their peers across the country.

COMMUNITY SCHOOL CONTRACT

Similarly, nearly every KIPP middle school uses the MAP test, allowing the KIPP Foundation to identify and lend support to any school not achieving the growth results expected from the KIPP program.

Because of the unique adaptive nature of the assessment, the MAP can also calculate ambitious yet achievable year-long growth goals for each student. Student progress toward these goals will prove a key metric in monitoring the overall success of the KIPP Columbus educational program. The MAP will be administered three times annually. A fall diagnostic assessment will determine the growth goals for the year, a winter assessment will measure mid-year progress towards goals and a final spring assessment will calculate overall growth.

- The Fountas & Pinnell Benchmark Assessment System will allow KIPP Columbus teachers and staff to assess students' competency in reading. Upon enrollment, all students will participate in a brief diagnostic assessment. Using the scores derived from this assessment, the school literacy specialist will assign the student to a guided reading group composed of other students (regardless of grade level) reading at the same level. Every day for approximately forty minutes, the guided reading groups will meet to practice reading skills using "leveled" books—that is, books identified by Fountas & Pinnell as appropriate for the applicable reading level. Every six weeks, the reading teachers will reassess each student and place him or her in new guided reading groups. Throughout the year, students will be actively involved in tracking their reading scores and setting year-long reading goals for themselves.
- Upon enrollment, students will also receive accounts to Study Island and iXL, two online programs that provide individualized instruction and assessments in math and reading. These programs allow students to review and move through content at their own pace during study halls, in-school suspensions, or when they are outside of school (e.g., at a library in the evenings or weekends). Some KIPP Columbus teachers may also choose to post specific activities or homework on students' accounts. Special education students will also have access to i-Ready, an online reading and literacy improvement website that is tailored to students' individual reading and decoding abilities.

KIPP Columbus will also make regular use of assessment systems developed by school staff:

- Three times annually, all students will participate in interim assessments developed by their instructional coaches. Administered in the fall, winter, and early spring, these assessments will be compiled using sample questions similar to the ones that will appear in the final state tests. The assessment will test competency and mastery on both recently taught and end-of-year content standards, allowing KIPP Columbus staff to use the data as a measure of progress as well as a tool for identifying knowledge gaps and planning for re-teaching.
- Nearly every day, KIPP Columbus teachers will use "Do Nows" and "Exit Tickets" as day- to-day assessments of mastery (see Attachment A). A "Do Now" is a brief, 3–5-minute activity completed by students at the beginning of each class; it often serves as a spiral review of previous material. Before the end of class each day, students complete an Exit Ticket (another 3–5-minute activity), which assesses mastery of the lesson's objectives. This data is not regularly shared with the instructional coach or school

director; rather, it provides teachers with the information necessary to make quick adjustments to their lessons or instruction.

Approach to Assessment

KIPP Columbus will employ state- and norm-referenced tests, along with growth-oriented interim and classroom assessments, to gauge student competency, monitor progress, and inform instruction (both individually and in the aggregate).

KIPP Columbus will dedicate itself to data-driven instruction to ensure the school leader, teachers, and administrators think strategically and uniformly about how to test the standards, the quality of questions on all assessments, and the value of data captured. These issues, coupled with the corresponding technology and human capital, will serve as core levers in professional development of teachers and curricular alignment.

KIPP Columbus expects data to not only drive student achievement but also create a culture of accountability. Student achievement data will play a central role in the performance review of the school leader and all instructional staff.

As such, assessment will be a regular part of each classroom teacher's planning each week. When they submit their plans to the school leader each Monday, they will also be required to have planned their accompanying assessments. Data from both norm- and criterion-referenced assessments will be used in ongoing coaching sessions with teachers.

Determining Interim Proficiency and Using Interim Assessments

The most effective way that KIPP Columbus will determine interim proficiency in math, reading, and science is through the use of its interim assessments. To determine mid-year proficiency, the school leader and instructional coach will work together with core subject teachers to determine an expected level of proficiency given the amount of material the teacher has presented before the interim assessments.

These interim assessments will serve not only to pinpoint the content standards that teachers must revisit (and re-teach using different instructional strategies), but also to identify those students who are significantly below an acceptable level of proficiency. Students identified as performing below proficiency will receive targeted instruction in multiple formats.

As part of our focus on results, the school will employ a variety of assessment tools to ensure that the students are developing the academic, intellectual, and character skills necessary for success in high school, college, and the competitive world beyond. Across grade and content levels, student mastery will more regularly be assessed based on performance on individual and team-based projects, portfolios, presentations, papers, etc. While teachers will have the freedom to craft scopes, rubrics, and methods of assessment for projects in their classrooms, students will also participate in projects that assess standards in multiple subjects and build upon standards taught in previous grades.

Other regular assessment and evaluations to be used will include

COMMUNITY SCHOOL CONTRACT

- Daily exit quizzes in each class;
- Weekly tests and quizzes in each class;
- Unit tests;
- Homework; and
- Class attendance.

Assessment will be a regular part of each classroom teacher's planning. When they submit their lesson plans to the school leader each week, they will be required to have planned their assessments for the week. Teachers will use assessments to determine their own instructional progress as well as the progress of their students. The data garnered from assessments will be used as a focal point for teacher conversations with the school leader.

Position Responsible for Assessments

KIPP Columbus's dedication to high-quality data is reflected in the creation of the full-time "instructional coach" position. Employed early in the growth of the school, the instructional coach's sole responsibility will be to ensure that the school leader, teachers, and staff of KIPP Columbus are equipped with the meaningful data they need to drive student achievement. He or she will play an important role in nearly every step of the data collection and analysis process. He will administer interim, mid-year, and final norm- and criterion-referenced assessments; work with teachers to develop in-house formative and summative assessments; create a data warehouse; and collect, analyze, and report data to the school leader and the board of directors.

He or she will also be responsible for researching and recommending new methods of assessing students and storing, sharing, and presenting data. He or she will regularly attend KIPP-sponsored events to gather best practices from across the network.

Grading Scale and Policies

KIPP Columbus recognizes that students and families must also be deeply invested in both student performance and growth. As such, teachers will use a gradebook that is organized around state standards but provides students with an easily understood grade letter for the course. These grades will reflect student performance both on assessments and classroom work and projects.

Specifically, all students will be graded on a scale of 65–100 (anything below a C- is not passing), and all teachers will include at least the following components in their grading policy:

- Homework
- Classwork
- Both school-wide and teacher-created assessments
- Quizzes

Students' grades will be based on the following weighted average:

- 70 percent weighted on assessments
- 30 percent weighted on homework completion, classwork, and participation

Promotion to the Next Grade

COMMUNITY SCHOOL CONTRACT

At the elementary level, students may be retained in their grade at the end of the year for any one of, or a combination of, the following factors:

- STEP literacy level not on grade level:
 - STEP 3 for end of kindergarten
 - STEP 6 for end of first grade
 - STEP 9 for end of second grade
 - STEP 12 for end of third grade
- Score in the lowest quintile on the Reading and/or Math MAP test
- Not yet Proficient on Fall or Spring Third-Grade Reading Ohio Achievement Assessment (per Ohio's Third-Grade Reading Guarantee)
- Not meeting social/behavioral expectations
- Failure to meet adequate standards of attendance and lateness: Students who miss more than seventeen days of school or are late more than seventeen times will be retained according to state law.

At the middle- school level, all students who are two or more grade levels behind in math or reading and who have not shown sufficient progress will automatically be retained, with an exception for school leader decisions.

If a student fails (receives a numerical equivalent of sixty-five or less) in one core class in an entire school year, they are eligible for retention. If they have failed two or more core classes, according to state law, they will be retained. The school leader will make all final decisions on promotion and retentions and actively seek the advice of KIPP Columbus staff. The school leader will inform the families of any student to be retained within twenty-four hours of the decision.

Additionally, students may be retained in their grade at the end of the year for any one of, or a combination of, the following factors:

- Failing (earning below 65 percent) either the reading or math OAA
- Failing to meet adequate standards of attendance and lateness
- Missing more than ten days of school or being late more than ten times
- Failing to meet behavioral standards of readiness for the next grade level
- Failing to demonstrate that behavior has shown adequate growth or improvement
- Failing to complete goals as prescribed on a student's IEP

Using Assessment Data to Improve Instruction

The school leader will couple prescribed professional development opportunities with those created following specific needs as determined by staff or assessment data. For example, if the school leader or staff indicates that teachers are not receiving meaningful data from their daily formative assessments, the school leader will develop a professional development session to more effectively create Do Nows and Exit Tickets.

Summative Assessments

COMMUNITY SCHOOL CONTRACT

KIPP Columbus will use the following summative assessments to assess students' academic achievement and growth:

- **NWEA MAP for Primary Grades:** The MAP adaptive test will be given three times per year—in the fall, winter, and spring. This assessment is critical to determine student progress towards college readiness (top quartile). The fall MAP test will be used as one of the diagnostics to determine student placement in small groups. Additionally, MAP will be used to ensure compliance with Ohio's Third-Grade Reading Guarantee and has been approved as an assessment tool by the Ohio Department of Education.
- **Interim Assessments:** Every nine weeks, students will take interim assessments over the standards taught during the previous nine-week period. Each subsequent assessment will include cumulative review items as well. These interim assessments will be created using Common Core assessments already created by TEAM schools and Uncommon Schools.
- **Ohio Achievement Assessment (PARCC):** Beginning in the third grade, students will take the Ohio's New Learning Standard-aligned state assessment. Third-grade reading will be assessed in the fall and the spring. Other subjects and grades will only take spring assessments.

Formative assessments:

- **STEP testing:** The school will use the STEP test from the University of Chicago as our primary means of diagnosing students' reading levels, areas of strength, and areas of growth. This data will be critical to determine guided reading groups and will inform instruction. The school will administer the STEP test in the fall, winter, and spring.
- **Developmental Math Assessment:** The Developmental Math Assessment was created by local educators in Upper Arlington, Ohio. Several high-performing suburban school districts are using this assessment to diagnose students' number sense and identify appropriate learning pathways to increase number sense.
- **Friday Skills Assessments:** Beginning in the second quarter for kindergarten, and in the first quarter for other grades, teachers will create short Friday Skills Assessments covering objectives for reading and math from the week. This data will be entered into the Illuminate system and tracked by objective.

Assessments: Teacher Professional Development

During Summer Professional Development, teachers will learn how to conduct STEP and the Developmental Math Assessment. Based from assessments from TEAM schools and Uncommon Schools, teachers will create first-quarter interim assessments. They will learn how to use Illuminate to track and analyze data for each student.

Data Cycle

Every two weeks, teachers will review and analyze recent assessment data with their managers. During this meeting, the teacher will identify action steps in light of the data. Every Wednesday,

grade levels will review FSA data to determine overall grade-level trends and review individual student data for students in Tier 2 and Tier 3 (explained more below).

Additionally, staff PD sessions will be scheduled to occur after interim assessments. This will give staff the opportunity, with the interim assessment in hand, to assess what objectives have been mastered, identify what objectives must be re-taught, and craft re-teaching plans.

Instructional Time

As stated earlier, KIPP students will spend about 350 more minutes per week in school than their peers in the Columbus City Schools. The table below outlines the time per week spent on each subject.

Instructional Time

Subject	Minutes Per Week
Reading	400
Writing	275
Math	350
Science	180
Learning Link	225

Intervention

Students will receive ample opportunities for small-group instruction and individualized pathways using technology. Some students will need more specific intervention approaches to reach personal growth targets. The school's RTI coordinator will lead our team to track student data, identify students who are not demonstrating growth, and develop additional interventions and progress-monitoring approaches as needed.

High School Expansion

Approach to Assessment

KIPP Columbus will employ state- and norm-referenced tests, along with growth-oriented interim and classroom assessments, to gauge student competency, monitor progress, and inform instruction. KIPP Columbus will dedicate itself to data-driven instruction to ensure the school leader and teachers make strategic instructional decisions.

Assessment will be a regular part of each classroom teacher's planning each week. When they submit their planning documents (on a bi-weekly basis), accompanying assessments will also be planned and reviewed. All assessments will be reviewed by the department chairs for quality and validity of questions, alignment to standards, and rigor. Data from both norm- and criterion-referenced assessments will be used in ongoing coaching sessions with teachers.

KIPP Columbus High will utilize Illuminate, a comprehensive assessment platform currently used by the middle school, to create and store assessments and analyze data at the individual student and standard level. Additionally, KIPP Columbus High will leverage Learning Circle—a comprehensive data system that will pull information on assessments and grades, attendance and tardies, and discipline data—to help monitor school-wide performance and student needs.

COMMUNITY SCHOOL CONTRACT

Assessments

The most effective way that KIPP Columbus will determine proficiency across core content areas is through the use of its interim assessments. To determine proficiency throughout the year, the school leaders will work together with core subject teachers to determine an expected level of proficiency given the amount of material the teacher has presented before the interim assessments.

These interim assessments will serve to not only pinpoint the content standards that teachers must revisit (and re-teach using different instructional strategies), but also identify those students who are significantly below an acceptable level of proficiency. Students identified as performing below proficiency will receive targeted instruction in multiple formats.

As part of our focus on results, the school will employ additional assessment tools to ensure that the students are developing the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond. Across grades and content levels, student mastery will more regularly be assessed based upon performance on individual and team-based projects, portfolios, presentations, papers, etc.

Other regular assessment and evaluations to be used will include:

- Daily Exit Tickets in each class
- Unit tests
- Interim tests
- Projects and presentations

Assessment will be a regular part of each classroom teacher's planning. When they submit their lesson plans to the school leader each week, they will be required to have planned their assessments for the week. Teachers will use assessments to determine their own instructional progress, as well as the progress of their students. The data garnered from assessments will be used as a focal point for teacher conversations with the School Leader.

Below, find a table with more information about the assessments that will be administered at KIPP Columbus High:

Assessment	Grade, Subject, and Frequency	Responsible for Administering	Responsible for Analyzing
ACT	Math, reading, writing, and science Eleventh grade At least twice before end of eleventh grade	ACT	Chief academic office, school leader, dean of instruction

COMMUNITY SCHOOL CONTRACT

Ohio State Assessments (AIR)	Math, ELA, science, and social studies Grades 9–11 Once per course	Teachers and KIPP Columbus assessment coordinator	Chief academic officer, school leader, and dean of instruction
Interim assessments	Math, ELA, science and social studies Grades 9–12	Teachers	Teachers and department leads
Module (unit) assessments (from Eureka and EngageNY)	Math, ELA Grades 9–12 Roughly 1x per month	Teachers	Teachers and department leads
Additional formative assessments	All subjects Grades 9–12 Weekly, determined by teacher	Teachers	Teachers

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

The most recent five-year projected budget is available from the Ohio Department of Education [here](#) and fully incorporated by reference herein. Projections are subject to revision at the discretion of the Governing Authority.

B.2 Financial Management

Policies and procedures regarding internal financial controls adopted by the governing authority of the school may be updated and submitted to the sponsor in Epicenter and incorporated by reference herein.²

Annual Fiscal Audit

An annual audit of the financial statements of KIPP Columbus is performed by an independent CPA firm approved by the Ohio Department of Education. In addition, the CPA firm performs agreed-upon procedures as outlined by the Ohio Department of Education and also performs an audit of federal programs in accordance with OMB Circular A-133.

Financial and Accounting Plan

The financial management of KIPP Columbus Ohio is carried out by the Education Service Center of Central Ohio. Abbreviated as the ESC, a staff of seven individuals manage all fiscal, compliance, and HR functions for the organization. This team includes a bonded treasurer, an accounting supervisor, a payroll specialist, a data specialist, an assistant treasurer, an e-rate consultant, and a grants consultant. The treasurer and accounting supervisor have over fifty years combined financial and accounting experience, much of that experience in public finance and education. Each school will be set up in the accounting/financial software as a separate entity internally, but the organization will be reported externally as one large cluster; the chart of accounts used are the accounts designated in the Ohio Revised Code; a separate bank account will be set up for each school through which all funds pass; revenues and expenses are categorized by funding source (i.e., general funds, Title I, etc.); financial statements produced are prepared in accordance with GAAP; financial results are reviewed monthly and compared to budget by the finance team and school leadership; the financial report format is consistent with state reporting requirements for ease of use in preparing AFR and quarterly reports.

Annual Financial Report

On a yearly basis the KIPP Columbus Annual Report will be made widely available to the public. That report will include all relevant information to the fiscal year represented. The report will be placed on the KIPP Columbus website for easy and free dissemination to all available parties. The board will formally review the report at a public board meeting. In addition, organizational partners—including funders, government agencies, and community partners—will receive copies of the annual report as appropriate.

Sound Fiscal Planning

² [ORC 3314.03 \(A\) \(31 \(B\) \(5\)\)](#)

Appropriate steps will be taken during the annual budgeting process to ensure revenues and expenses are appropriately projected. Revenue will be projected on a minimum threshold of students, while expenses will be projected at a maximum threshold of students able to be served by the school. This will allow the school to determine a worst-case scenario of additional fundraising required should enrollment figures fluctuate throughout the school year. The school will continually negotiate and bid out contracted services to remain below budgeted balances in order to build a healthy cash reserve. The school will set a goal of 3–6 months of cash on hand to cover recurring monthly expenses as a contingency.

B.3 Transportation, Food Service, Other Partnerships

Transportation

KIPP Columbus intends to provide transportation to students who live within the Columbus City School district. Of those students, many are provided transportation by Columbus City Schools. The public school district subsidizes all of those transportation costs. Currently, KIPP Columbus partners with VAT Transportation Inc., a contracted service provider, to provide three additional buses to students deemed "impractical" and not transported by the city district.

Transportation costs will be paid from the school's general fund. The private transportation agreement with VAT was negotiated at a fixed rate of \$159,000 for the current academic year. This cost is consistent with or slightly lower than transportation costs for other charter schools.

Food Service

Students at KIPP Columbus will participate in Federal School Meals Program and be provided with breakfast, lunch, and a snack daily. Students who stay for the after-school program are also provided with a hot dinner through the Children's Hunger Alliance.

Health Service

KIPP Columbus will comply with all health services requirements applicable to public schools in Ohio. KIPP Columbus will continue to contract with and provide any professional required to meet the needs of students with IEPs. The school will also hire a school counselor for students identified as having emotional or psychological disorders.

KIPP Columbus will take a strict stance in ensuring that all students have adequate access to health services and screenings. The following is a summary of health services that will be provided to students throughout the school year, as required by Ohio Department of Education standards and the authorizer annual compliance review:

1. School Safety Plan and Health and Safety Review
2. Heimlich Training (for staff)
3. Blood-Borne Pathogen Training (for staff)
4. Child Abuse Recognition, Violence, and Substance Abuse Training (for staff)
5. Lead Poisoning Prevention
6. Vision and Hearing Screenings
7. Flu Vaccinations
8. Food Allergy Protection
9. Body Mass Index Screening

Other Contracted Services

Other major contracted services include Smart Solutions for network support, NetDemics for IT support, Sauer Technical for utility services, and Orkin for pest control.

B.4 Insurance

Liability Insurance

KIPP Columbus will maintain the levels of insurance required.

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

Overview

The KIPP Columbus board of directors holds the charter for KIPP Columbus. The board of directors currently has fourteen members (see Section C.2). The board does not have responsibilities outside of the operation and oversight of KIPP Columbus Ohio and its schools.

Current Operation and Relationship with Proposed Schools

Now serving grades K–8, KIPP Columbus plans on maximizing the footprint of its education program. KIPP Columbus intends to serve over two thousand students between kindergarten and high school in the most challenging areas of Columbus. A KIPP Columbus regional office will provide services to all schools within the region.

Board of Directors

The KC board of directors is currently comprised of fourteen members. Board members serve renewable three-year terms based on class. The board includes a chair, vice chair, secretary, and treasurer. The board's primary purpose is to provide governance and oversight of KC and the schools within the organization. Consistent with Ohio law, the board applies for and holds the charter granted by the Thomas B. Fordham Foundation, KC's authorizer.

The board is a diverse group of individuals that also shares in the organization's vision for building a sustainable, successful network of high-performing, open-enrollment, college-preparatory public charter schools. As further explained below, the board is organized into several standing committees that focus on certain areas of organizational oversight. Standing committees do not assume any governance or oversight responsibilities, but rather assist KC with fundraising, local political issues, expansion efforts, and other matters of social engagement.

The qualifications for service on the KC board of directors include but are not limited to:

- A dedication to furthering the vision and mission of KIPP Columbus Schools;
- Willingness to volunteer for one or more board committees, and the ability to contribute;
- Appropriate time and energy necessary to follow through on assigned tasks;
- Ability to work within a team structure;
- Expectation that all children can and will realize high academic achievement;
- Specific knowledge, experience, and/or interest in at least one of the following areas of expertise: finance, fundraising, community and political engagement, marketing and public relations, law, or real estate; and
- Willingness to fundraise.

Development Committee

Purpose:

The primary purpose of the Development Committee is to support the executive director in developing fundraising strategies and processes and to organize and lead the board's role in supporting organization fundraising efforts.

COMMUNITY SCHOOL CONTRACT

Responsibilities:

- Works with the executive director and staff to set policies and strategic goals for fundraising for the current and future fiscal year(s)
- Develops policies, plans, procedures, and schedules for board involvement in fundraising
- Sets minimum guidelines for board member contributions and then solicits those contributions
- Assists the executive director and staff in identification and evaluation of potential donors (individuals, foundations, and corporations)
- Assists the executive director and staff in the solicitation of gifts and grants and other activities in connection with annual and other continuing development activities
- Assists the executive director and staff in fostering partnerships with community organizations, nonprofit foundations, and corporate entities that support education
- Familiarizes board members with fundraising techniques

Governance:

- The board chair will select the members of the Development Committee, each of whom will serve at the pleasure of the board.
- The board chair will appoint a Development Committee chair who may serve until he or she resigns or the board chair designates a replacement.
- Members of the committee shall be free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a member of the committee.
- In addition, the chair of the Development Committee may designate other individuals not serving as trustees who can contribute their time and expertise to the betterment of the organization as (non-voting) Development Committee members.

Education Committee

Purpose:

The Education Committee is responsible for supporting the executive director in ensuring that KC achieves academic excellence as set forth in annual Executive Director Performance Goals.

Responsibilities:

- Acts as thought partner to schools and/or regional office staff in establishing and meeting academic performance goals for the school and KIPP Through College program.
- Reviews the Regional Dashboard with the executive director quarterly.
- Presides over necessary due process hearings in accordance with board by-laws and the regulations laid forth in the KC Student/Family Handbook.

Governance:

The board chair will select the members of the Education Committee, each of whom will serve at

COMMUNITY SCHOOL CONTRACT

the pleasure of the board. The board chair will select a chair for the Education Committee. The Education Committee chair may serve until he or she dies or resigns, but at all times, the chair serves at the pleasure of the board chair, who may replace the Education Committee chair at any time at his or her discretion. The responsibilities of the Education Committee chair include:

- Coordinating with the organizations's executive staff to develop meeting agendas;
- Reporting to the board regarding the committee's area of responsibility; and
- Supporting the school's instructional staff in executing the overall strategic development plan set forth by the committee and executive staff.

The Education Committee shall meet monthly. One member of the committee will record minutes that shall be available for review by members of the committee, the KC's executive staff, and the chair.

Facility/Operations Committee

Purpose:

The Facility/Operations Committee ("Facility Committee") is charged with assisting in the assessment, identification, selection, and enhancement of existing and/or proposed physical plant/space. This plant/space is necessary to optimally allow KPCS and additional KIPP Columbus schools to execute academic, extracurricular, and enrichment activities.

Responsibilities:

- Advises the KC's executive staff on the identification, assessment, selection, and enhancement of existing and/or proposed physical plant/space.
- Advises the executive staff in conducting the necessary due diligence to determine the viability of potential site locations.
- Assists the executive staff in evaluating potential acquisition opportunities.
- Assists the executive staff in determining financing options and funding strategies to either renovate or newly construct potential facilities.
- Interacts with design, construction, and technical professionals (e.g., engineering, environmental, geotechnical) to assess and solicit proposals and/or cost estimates for existing and potential site locations.
- Assists the executive staff in connecting with the financial community (e.g., commercial banks, financing intermediaries, public agencies, and foundations) to identify and secure funding sources for pre-development, acquisition, and renovation/construction capital.
- Assists the executive staff in evaluating potential lease terms and negotiating with potential land owners.

Governance:

The board will select the members of the Facility Committee, each of whom will serve at the pleasure of the board. The board chair will select a chair. The chair may serve until he or she dies or resigns, but at all times, the chair serves at the pleasure of the board chair, who may replace the chair at any time at his or her discretion. The chair will:

COMMUNITY SCHOOL CONTRACT

- Coordinate with executive staff to develop Facility Committee meeting agenda(s);
- Provide support and, as appropriate, direction to the leadership team;

The Facility Committee shall meet on a monthly basis and/or as often as necessary at the discretion of the chair and other committee members. The chair shall keep minutes of Facility Committee meetings or delegate the responsibility to another member of the committee or to the executive staff.

Finance Committee

Purpose:

The primary purpose of the Finance and Audit Committee is to ensure that:

- The organization has the financial ability to achieve its mission;
- The funds entrusted to the organization by the public and by its private donors are properly handled; and
- The organization fulfills its financial commitments to employees and service providers.

Responsibilities:

- Review annual budget and make recommendations to the board on its adoption, including comments on expense levels, revenue sources, capital asset investments, financing activities, contractual obligations, and the adequacy of provision for reserves
- Advise board regarding (or directly approve) major spending, borrowing, lending, and other major financial actions.
- Assist the executive staff and/or designated staff members with respect to preparation and presentation of annual budget to board, including monthly cash flow projections and proposed financial commitments.
- Undertake a review, at least annually, of the long-range financial objectives of the organization and their ability to sustain the organization and the accomplishment of its stated mission and programs. Report to board annually on such objectives, including recommendations for revision as appropriate.
- Develop, maintain, and oversee financial policies and controls.
- Establish such periodic budget tracking and reporting standards as are appropriate to the needs of the committee and the board.
- Appoint the independent auditors to be engaged by the organization and establish the fees of the independent auditors.
- Review with the independent auditors the adequacy of the organization's internal controls and any related significant findings and recommendations of the independent auditors, together with management's responses thereto.

Governance:

The Board Chair will select the members of the Finance and Audit Committee, each of whom will serve at the pleasure of the board. Committee members should have a strong background in accounting, finance, or business.

COMMUNITY SCHOOL CONTRACT

- Members of the committee shall be free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a member of the committee.
- In addition, the chair of the Finance and Audit Committee may designate other individuals not serving as trustees who can contribute their time and expertise to the betterment of the organization as (non-voting) Finance and Audit Committee members.

Governance Committee

Purpose:

The primary purpose of the Governance Committee is to:

- Ensure that the board has the proper structure and composition to support the needs of the organization;
- Ensure that board members have the required expectations, job descriptions, information, and education to fulfill their duties and support the needs of the organization; and
- Ensure the board is continuously improving its effectiveness as a unit.

Responsibilities:

- Make recommendations regarding the size, composition, and operations of the board, addressing, without limitation:
 - Governance structure (advisory boards, associate boards, etc.) and number of board members
 - Committee structure
 - Annual meeting calendar (frequency and topic areas)
- Develop, disclose, and manage a process for identifying, evaluating, recruiting, and nominating new board member candidates.
 - Determine the desired qualifications and criteria for board members, including skills, experience, qualities, desired diversity, and the like
 - Conduct periodic needs assessment/gap analysis to assess the board's current composition and identify missing qualities and characteristics
 - Develop job descriptions and expectations for board members
 - Draft a development plan for continuously cultivating new prospects
 - Oversee board candidate pipeline and contribute to search process, recruitment process, and nomination/approval process
- Conduct an annual evaluation of the overall effectiveness of the board, including the following areas:
 - Board's structure, size, and composition and terms
 - Committee structure purpose, operations, and composition and terms
 - Board's independence, commitment, and accountability
 - Board member and management satisfaction
 - Board's involvement in setting the organization's strategy and monitoring its execution
 - Board's oversight of management and monitoring of management succession planning

COMMUNITY SCHOOL CONTRACT

- Board's focus on the most critical issues and risks
- Clarity between the roles of the board and management
- Adequacy of access to information, employees, and experts in a timely manner
- Appropriateness of each of the committee charters and the functioning of the committees with respect to those Charters
- Make recommendations to the board for changes as appropriate in the spirit of continuous improvement.
- Develop and recommend to the board a set of corporate governance guidelines and keep abreast of developments with regard to corporate governance to enable the committee to make recommendations to the board in light of such developments as may be appropriate.
- Oversee the development and implementation of an effective orientation program for new members of the board, as well as a process for continuing to educate all members on their responsibilities and the knowledge needed to perform their duties effectively.
- Ensure that meaningful executive director performance oversight and evaluation occurs on a regular basis and that executive director and board chair succession plans are in place.
 - The board chair will select the members of the Governance and Nominating Committee, each of whom will serve at the pleasure of the board.
 - The Board Chair will appoint a Governance and Nominating Committee chair who may serve until he or she resigns or the board chair designates a replacement.
 - Members of the committee shall be free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a member of the committee.
 - In addition, the chair of the Governance and Nominating Committee may designate other individuals not serving as trustees who can contribute their time and expertise to the betterment of the organization as (non-voting) Governance and Nominating Committee members.

Board Training

Given the experience of the current board, training will be primarily focused on bringing less experienced board members up to speed on topics including governance versus management, financial oversight, development, interpreting academic results, and other topics. These trainings will involve a combination of informal education sessions between board members and, when applicable, formal training programs through organizations like the Ohio Department of Education, Thomas B. Fordham Foundation, and Ohio Alliance of Public Charter Schools.

Board Relationship with Staff

The board of directors will hire and communicate directly with the KIPP Columbus executive director. From time to time, the KIPP Columbus school leader is asked to present updates to the board.

C.2 Governing Board Composition

Board Membership

The board roster is included at Exhibit 7

C.3 Management and Operation

Roles and Responsibilities Overview

As with many KIPP schools, the internally documented roles and responsibilities serve as a framework; however, individuals are not limited to their particular scope of work. We find a way or make one and work as a team to do what is best for students.

Necessary Instructional Skills and Expertise

KIPP Columbus requires that all teachers (except in rare cases) have at least two years of teaching experience in an underserved community, possess a “whatever-it-takes” attitude, are singularly focused on driving student achievement, and change and alter their instruction using meaningful data.

Staff Recruitment

KIPP Columbus recognizes that it can only accomplish its mission by hiring exceptional teachers and staff. To that end, KIPP Columbus will aggressively recruit the most talented educators in the country to come to Columbus and help transform the educational landscape of the city and state.

Specifically, KIPP Columbus jobs will be advertised on the websites of the national KIPP Foundation, YES Prep Charter Schools, Uncommon Charter Schools, IDEA Public Charter Schools, Achievement First Charter Schools, Aspire Charter Schools, and Teach For America. Currently, about 25 percent of current KIPP Central Ohio staff participated in Teach For America, and the school leader and executive director build strong relationships with Ohio-based TFA recruiters to identify those teachers who might be eager to return to their home state. KIPP Columbus will also hope to draw a number of future alumni from the newly created Northeast and Southwest Ohio Teach For America regions.

Staff Selection

All applicants will submit updated resumes and cover letters. The school leader will then review these materials before conducting a brief 15–30 minute phone screen.

Following the phone interview, all promising instructional applicants will be invited to present a sample thirty-minute lesson at the school. If the applicant is unable to travel to Columbus for a sample lesson, he or she may submit a video of a recent lesson. Following the sample lesson, the school leader will conduct a final hour-long interview before making a final decision.

Staff Evaluation

Staff performance is evaluated mid-year and end-of-year using templates developed by the leadership team.

High School Expansion

Under the approval of the KIPP Columbus Board of Directors, the senior leadership team reports directly to the executive director, and the school leaders report directly to the head of schools.

As with many KIPP schools, formal roles and responsibilities serve as a framework, but

COMMUNITY SCHOOL CONTRACT

individuals are not limited to the scope of work outlined in it. We find a way or make one while working as a team to do what is best for students.

School Leader

The school leader's responsibilities include the following:

- Establish a vision of academic success for all students based on rigorous, college-preparatory standards
- Determine rigorous school-wide goals and priorities and regularly track and analyze progress
- Develop leadership on the team through coaching and professional development
- Create a strong culture of achievement, including the oversight of the KCH behavior policy and any significant student concerns
- Oversee the school budget and provide input on annual budget development
- Oversee all staffing for the high school

Assistant School Leader

The assistant school leader's responsibilities include the following:

- Conduct daily observations and regular coaching of teachers
- Oversee and maintain family communication and programming
- Track student behavior and support discipline
- Assist the school leader with the planning and facilitation of staff professional development

Dean of Students

The dean of students's responsibilities include the following:

- Build and align a culture of achievement across the school
- Create and enforce a consistent discipline system
- Create curricula for advisory

Dean of Instruction

The dean of instruction's responsibilities include the following:

- Manage all state and interim assessments
- Lead and aligning all department leads
- Organize school professional development opportunities
- Regularly observe and provide feedback to teachers across all grades and subjects

Department Lead

The department lead's responsibilities include the following:

- Provide classroom observations and feedback
- Provide lesson planning and assessment feedback
- Facilitate data team analysis
- Lead department team meetings

Director of Operations

The operation manager's responsibilities include the following:

- Manage school transportation and food services

COMMUNITY SCHOOL CONTRACT

- Oversee the management of the school building and security
- Approve and manage school-specific vendor contracts
- Schedule and oversee compliance visits and drills
- Support the creation of school-wide systems and routines to enhance the culture of achievement

Back Office Operations

KIPP Columbus manages all state data entry within the school as a part of the office manager's responsibilities. When necessary, the school partners with the Education Services Center for additional support.

Regional Support

KIPP Columbus High School will also receive support from the regional team, including but not limited to the areas of finance, operations, instruction and assessment, data analysis, and leadership development.

C.3.1 Records

The board of trustees has adopted a comprehensive records retention policy that outlines the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location, and owner. Records are divided into the following categories: Board and Administrative Records, Employee Records, Student Records, Building Records, Central Department, Financial Records, Payroll-Related Records, Reports, and Other. The executive director or his designee is ultimately responsible for the annual review and proper retention or disposal of records within this plan. Current policy dictates that records are to be disposed of properly by document shredder or other approved disposal measures.

C.4 Staffing and Human Resources

Roles and Responsibilities Overview

As with many KIPP schools, the internally documented roles and responsibilities serve as a framework; however, individuals are not limited to their particular scope of work. We find a way or make one and work as a team to do what is best for students.

Necessary Instructional Skills and Expertise

KIPP Columbus requires that all teachers (except in rare cases) have at least two years of teaching experience in an underserved community, possess a "whatever-it-takes" attitude, are singularly focused on driving student achievement, and change and alter their instruction using meaningful data.

Staff Recruitment

KIPP Columbus recognizes that it can only accomplish its mission by hiring exceptional teachers and staff. To that end, KIPP Columbus will aggressively recruit the most talented educators in the country to come to Columbus and help transform the educational landscape of the city and state.

Specifically, KIPP Columbus jobs will be advertised on the websites of the national KIPP

Foundation, YES Prep Charter Schools, Uncommon Charter Schools, IDEA Public Charter Schools, Achievement First Charter Schools, Aspire Charter Schools, and Teach For America. Currently, about 25 percent of current KIPP Columbus staff participated in Teach For America, and the school leader and executive director build strong relationships with Ohio-based TFA recruiters to identify those teachers who might be eager to return to their home state. KIPP Columbus will also hope to draw a number of future alumni from the newly created Northeast and Southwest Ohio Teach For America regions.

Staff Selection

All applicants will submit updated resumes and cover letters. The school leader will then review these materials before conducting a brief 15–30 minute phone screen.

Following the phone interview, all promising instructional applicants will be invited to present a sample thirty-minute lesson at the school. If the applicant is unable to travel to Columbus for a sample lesson, he or she may submit a video of a recent lesson. Following the sample lesson, the school leader will conduct a final hour-long interview before making a final decision.

Staff Evaluation

Staff performance is evaluated mid-year and end-of-year using templates developed by the leadership team.

C.5 Professional Development

Professional Development Responsibility

At KIPP Columbus, the school leader plans, implements, and evaluates all staff professional development opportunities. While the school leader will focus primarily on improving instructional skills and planning, professional development opportunities may also address the following themes (among many others):

- Behavior management
- School-wide and grade-level team building
- School vision planning and goal setting
- Effectively using data
- Developing assessments
- Technology in the classroom
- Guided reading best practices
- Excellent school visits

All professional development will be outcome-focused and developed using the KIPP Framework for Excellent Teaching. All professional development sessions and materials will begin with a clear statement of goals and objectives as well as a thorough explanation of how the goals and objectives align with the competencies included in the framework.

The school leader will be thoughtful, purposeful, and forward-thinking in his planning of professional development. At least one month prior to the first day of school, the school leader will distribute the year's professional development calendar and daily agendas to the staff.

Professional Development Schedule

COMMUNITY SCHOOL CONTRACT

The foci of professional development will shift throughout the year. In the weeks before the first student day of school, staff will learn about KIPP and its unique model while studying and practicing the proven expectations, systems, and routines outlined in urban teaching texts like *Teach Like a Champion* by Doug Lemov and *The Skillful Teacher* by Jon Saphier.

Ongoing professional development, in turn, will focus on small components of pedagogy as well as assessment writing, rigor, techniques such as checking for understanding, and analyzing data from interim assessments.

Including All Teachers

Because KIPP Columbus will aim to place all special education students in the least restrictive environment, special education teachers will spend a large portion of their time supporting general education teachers in the classroom. As such, both general and special education teachers will attend all instructional professional development sessions. Specific sessions such as differentiation and inclusion will be presented jointly for the mutual benefit of both general and special education teachers.

Additionally, KIPP Columbus will be committed to engaging the expertise and resources in the community to further enhance professional development. These topics presented by outside speakers will be beneficial to both general and special education teachers.

Recently, KIPP Columbus has hosted faculty from the Ohio State University to discuss effective strategies when working with students diagnosed with ADHD. Similarly, a presentation by the Education Service Center of Central Ohio presented tips for teaching students with Emotional Disturbance. KIPP Columbus will draw heavily on resources like these to supplement professional development in themes outside of the school leader's and staff's expertise.

Alignment with Pedagogy and Curriculum

All professional development is centered on the competencies outlined in the KIPP Framework for Excellent Teaching. By using a framework for teaching that is shared across the school, the region, and the network, KIPP Columbus teachers will have a common language with which they can collaborate and grow.

Like KIPP Columbus's instructional program, the framework is outcome-focused; all students must receive an excellent education. Thus, KIPP Columbus will work with teachers to achieve success by mastering backwards design and the five-step lesson cycle.

While the framework provides a conceptual structure for teaching at KIPP Columbus, the school will turn to supplemental sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Columbus works to adopt many of the practices of leading researchers like Doug Lemov (*Teach Like A Champion*) and Jon Saphier (*The Skillful Teacher*). Both of these texts are derived from a "no-excuses" philosophy on education and have proven extremely effective at achieving results in urban classrooms across the country.

Evaluation of Professional Development

Time is the most precious resource at KIPP Columbus; all professional development must help—either directly or indirectly—drive student achievement. At the same time, all professional

COMMUNITY SCHOOL CONTRACT

development must be presented in a way that is meaningful and understandable to all teachers. KIPP Columbus will implement a rigorous, inclusive evaluation system for all professional development opportunities.

For example, immediately following the conclusion of a professional development day, teachers will be provided with a survey of the effectiveness of each session they participated in. They will be asked to rate the session based on its success in meeting its objectives, as well as its usefulness. Any sessions not rated above “effective” will either be drastically reworked or replaced with a better alternative.

Please note that KIPP Columbus teachers will have the opportunity to collaborate during a professional development day nearly once every month. On any given day, teachers also have the opportunity to collaborate directly before school, during student breakfast and while students are attending enrichment, and after school.

High School Expansion

Opportunities

The primary focus of professional development will be inculcating best teaching practices and improving instructional skills. Topics will include but are not limited to the following:

- Goal setting
- Instructional planning
- Data analysis
- Student intervention
- Classroom management
- Personalized learning plans and blended learning
- School-wide and grade-level team-building
- Excellent school visits

Professional development will be provided in monthly full-day sessions, as well as through ongoing coaching and content team meetings. Topics will shift throughout the year-long scope, with a consistent focus on school priority areas selected by the school leader. In the weeks before the first day for students, staff will learn about KIPP and its unique model, align on the instructional scope for the year, and hone the proven best practices for classroom management and routines outlined in urban teaching texts like *Teach Like a Champion*. Ongoing professional development will focus on components of pedagogy including data-driven instruction, student/teacher ratio, instructional pacing, habits of discussion, etc.

Professional Development Responsibility

The Teaching and Learning Regional team, consisting of the chief academic officer and manager of teaching and learning, will provide a year-long professional development scope aligned to regional and school priorities. The scope will be shared with all staff, along with resources and support to help facilitate sessions. The school leadership teams will help set direction for their teams and oversee the implementation of professional development, which will be led by various school staff depending on the specific focus area.

COMMUNITY SCHOOL CONTRACT

Assessment

Time is the most precious resource at KIPP Columbus; all professional development must help—either directly or indirectly—drive student achievement. At the same time, all professional development must be presented a way that is meaningful and understandable to all teachers. KIPP Columbus will implement a rigorous, inclusive evaluation system for all professional development opportunities.

Immediately following the conclusion of a professional development day, teachers will be provided with a survey of the effectiveness of each session in which they participated. They will be asked to rate the session based on its success in meeting its objectives and its usefulness in impacting student achievement (they will also be able to give suggestions for how it could have been strengthened). Any sessions not rated above “effective” will either be reworked or replaced with a more effective alternative, and teacher suggestions will be implemented in upcoming sessions.

C.6 Student Recruitment and Enrollment

Class, section, and grade-level sizes are to be determined by the school.

KIPP Columbus Projected Enrollment

	2016–17	2017–18	2018–19	2019–20	2020–21
Grade					
K	X	X	X	X	X
1	X	X	X	X	X
2	X	X	X	X	X
3	X	X	X	X	X
4		X	X	X	X
5	X	X	X	X	X
6	X	X	X	X	X
7	X	X	X	X	X
8	X	X	X	X	X
9	X	X	X	X	X
10		X	X	X	X
11			X	X	X
12				X	X
Total	Goal is 1082	Goal is 1356	Goal is 1484	Goal is 1418	Goal is 1685

X indicates grade level offered.

Overview of Recruitment

KIPP Columbus will recruit students primarily through our re-enrollment process and by implementing a referral program. We first recruit students by re-enrolling our current students, accepting sibling referrals, and accepting other referrals. We will use an incentive program to encourage students to submit referrals of people whom they know. Finally, we go door-to-door, using marketing and collateral materials (such as radio and billboard advertising), attending community events, and circulating online enrollment applications.

High School Expansion

COMMUNITY SCHOOL CONTRACT

Recruitment and Enrollment Plan

Our goal is to enroll 100 percent of current eighth-grade students to the KIPP Columbus high school. If needed, we will use an incentive program to encourage students to submit referrals of people they know; we will also recruit students by going door-to-door, using marketing and collateral materials (such as radio and billboard advertising), attending community events, and circulating online enrollment applications.

Enrollment Process

The student enrollment process is as follows:

1. A parent or legal guardian is required to complete the following information during the time of enrollment for each student he or she is enrolling: request for records, registration form, emergency form, free and reduced-price lunch application, health records, media release, computer permission, FERPA notice, commitment to excellence, previous school records, test scores, and any special education records (IEP/ETR/504, if applicable). All of these forms must be complete in order for a student to enroll.
2. A parent or legal guardian must provide the school with a copy of the following documents at the time of enrollment:
 - a. Student's birth certificate
 - b. Complete immunization records
 - c. Proof of residency (only one of the following must be submitted)
 - i. Voter registration card
 - ii. Lease agreement
 - iii. Mortgage statement
 - iv. Utility statement
 - v. Bank statement
 - vi. Rent receipt
 - vii. Guardian's driver's license
3. If the school does not receive one of these items at the time of enrollment, we will send notices to the family requesting this information. Any time a student enrolls, the office manager also faxes a request to his previous school. This request withdraws a student from the previous school and also gives the previous school permission to release the student's records to KIPP Columbus.
4. Finally, the last step of enrolling students is adding them to the Student Information System by completing a Student Data Form that is sent to the ESC. The EMIS Coordinator at the ESC will assist on entering the student's data into our Student Information System, SIS.

Admissions Process

We will hold a lottery only if we have more applicants in a specific grade than spaces available during the recruitment season. At that time, we will hold a lottery to determine (at random) which students will receive a space in that particular grade. Once a grade reaches capacity, the school will begin to form a waitlist for that grade with any remaining students who are not currently enrolled. Applicants are still required to complete all enrollment paperwork in order to participate in the lottery or be added to the waitlist. The lottery for the 2016–17 school year will take place on February 26, 2016. Applications for the lottery will become available in

November, with the application window closing a week before the lottery date.

C.7 Community Partnerships

Community Partners' Role in the School

KIPP Columbus continues to welcome community partners into the school. KIPP Columbus has opened its doors to local businesses, nonprofit organizations, and dedicated individuals willing to provide opportunities and services for students. In many respects, KC has been an innovator in community partnerships; indeed, its partnership with the Boys and Girls Club is the first of its kind nationwide. While financial support is critical to its success and sustainability, KC believes strong community relations will help it garner the cache it needs to grow in Columbus; by allowing partners to interact with students on a regular basis, KC is creating advocates for KIPP.

During its first three years of operation KC established strong ties with a host of leading community groups in Columbus. Key partners include:

- The Boys and Girls Club of Columbus
- The Columbus Zoo
- The Columbus Metropolitan Library
- The King Lincoln Center
- The Columbus Children's Theater
- Wexner Center for the Arts

Additionally, KIPP Columbus has welcomed the following partners in various roles and for various enrichment activities:

- St. Stephen's Community House
- YWCA Family Center
- OSU Honors and Scholars Program
- Phoenix Children's Theater
- Columbus Foundation
- Denison University
- Ernst & Young
- New Walk Church of God and Christ – KIPP Columbus New Walk Community Garden
- Banana Republic
- The Olive Tree Project
- Expanding Visions
- Ohio State University Immersion Program
- Greater Linden Development Corporation
- COSI Columbus
- Nubian Knowledge
- Lennonheads Salon & Spa
- AEP
- Nationwide
- God's Way Ministry
- McCoy Arts Center

COMMUNITY SCHOOL CONTRACT

- Abbott Labs
- Mark Lomax
- Central Ohio Community Involvement Foundation
- Charter School Athletics League
- Ohio Wesleyan University
- Momentum Residency Experience
- ROX (Ruling Our Experiences)
- Directions for Youth
- Youth and Families
- Ohio State School for Social Work
- Tim Hortons

These partnerships have helped KC to market itself to prospective students and provided enrichment opportunities for KC students.

Plans for Developing Community Partnerships

KC is currently drawing on its board members and existing community partnerships to reach out to community leaders who, in turn, will be able to introduce KC to new key community groups. Specific outreach targets include top administrators at the Nationwide Children’s Hospital—which could serve as a strong conduit to community groups in South Columbus—and Dawn Tyler Lee at PACT, who is tightly integrated into the community in East Side Columbus. (Additional East Side community conduits include Board Chair Judge Marbley and the Urban League.)

KIPP Columbus hopes to establish more firm partnerships with the following organizations in the upcoming years:

- PACT (East Side);
- Livingston Avenue Area Commission (East Side);
- Near East Area Commission (East Side);
- Nationwide Children’s Hospital (South Side);
- Columbus Southside Area Commission (South Side); and
- Columbus Urban League (East and South Sides).

To date, KC’s community engagement strategy has focused on reaching out to prospective KC students and providing resources for current KC students. In the coming years, KC intends to expand the scope of its community partnerships to bring in resources that will serve KC and its students in a longer-term context. KC is interested in leveraging its position in the community to support more holistic community development. Potential initiatives in this area include: a partnership with the Columbus Metropolitan Library to support broader community literacy efforts; an expanded community development relationship with the Boys and Girls Club (both locally and nationally); and collaboration with the Nationwide Children’s Hospital (which shares four board members with KC) on community health projects.

KC is also moving to build relationships with local colleges and universities that will aid KC

students after they graduate from high school. There is a wealth of strong post-secondary institutions in Ohio; KC has made it a point to reach out to institutions that either share board members with KC or are uniquely well-positioned to support KC students as they transition to college. Potential partners in this area include:

- The Ohio State University, which has strong support systems for African American students transitioning to college. Additionally, KC Board Chair Judge Marbley serves as chair of OSU's education committee.
- Ohio Dominican University, which puts an emphasis on supporting first-generation college students. KC board member Jim Gilmore is on the board of Ohio Dominican.
- Capital University, which is a small liberal arts college located very close to two of the college-preparatory high schools where KC currently places students.
- Ohio Wesleyan University (KC is in the process of bringing on a new board member who serves as the head of the university's education department).
- Denison University, which currently serves a cohort of students from similar demographic backgrounds to KC students who are succeeding.
- Marietta College, with which KC's executive director has talked about building a framework for freshman orientation that would be more supportive of students from disadvantaged backgrounds.
- University of Dubuque (Iowa), which shares a board member with KC. This board member is committed to building a partnership between the university and KC.
- Spelman College, where Stuart Burgdoerfer (current KC board member) formerly served as a board member

KC continues to seek relationships with important stakeholders in the community. Since the beginning of the 2011–2012 school year, Executive Director Hannah Powell has hosted more than thirty tours of KIPP Columbus with local schools, organizations, business leaders, and elected officials.

C.8 Parent Engagement

Encouraging Family Involvement and Communication

The ongoing support and participation of each student's parent(s) or guardian in the educational process is fundamental to the mission of KIPP Columbus. We believe that, to the greatest extent possible, all members of the school and family should form a team dedicated to educating each child. All parents and families will sign the KIPP Commitment to Excellence, which outlines the parent's basic responsibilities for ensuring that students arrive to school on time and that assigned homework is checked on a daily basis. During this visit, parents, children, and the school administration will discuss the school's academic and behavioral expectations and sign the Commitment to Excellence Form (please see uploaded attachment for sample commitment form), which outlines our school's expectations for involvement by all parties in the student's learning. During this meeting, staff will explain the format of the assessments that parents will regularly be required to sign; they will also exchange contact information to determine the most effective way of updating parents on their students' academic progress.

There are a variety of structures that KIPP Columbus puts in place to promote family involvement and increased communication throughout the school year. They include but are not

COMMUNITY SCHOOL CONTRACT

limited to:

- Weekly family newsletters
- Parent conferences scheduled three times annually
- Monthly KIPP Connect after-school newsletter
- Daily automatic call notification system to inform parents of missed work
- Monthly after-school community events (festivals, choir performances)
- Annual Pancake Breakfast
- “The Village” (Monthly PTA meetings)
- Staff contact lists with cell phones provided to all families annually; families can contact teachers until 9 p.m. each night

Gauging Parent Satisfaction

To gauge parent satisfaction with the school climate and culture, we provide families a monthly forum to discuss ideas, issues, and new initiatives for the school at “The Village” PTA meetings. Additionally, the entire KIPP network issues an annual questionnaire of parents called the Healthy Schools Survey. This survey gauges the overall parent satisfaction with the program, school discipline, parent engagement and communication, and school safety. The results of this survey are shared within the KIPP network to provide a national benchmark for success and areas for continued focus.

Procedures to Respond to Parental Complaints

The staff of KIPP Columbus will prioritize parent communication and will respond promptly to all concerns within twenty-four hours. Parents have access to school officials through phone systems, voice messaging, email, and office hours during the school day.

When a parent concern arises, staff will notify the school director of both the concern and actionable steps to resolve any problems. If a staff member cannot resolve the situation, the school director will make contact with the family to resolve the concern within a twenty-four-hour period.

High School Expansion

Encouraging Family Involvement

There are a variety of structures that KIPP Columbus High will put in place to promote family involvement and increased communication throughout the school year. They include but are not limited to:

- Monthly family newsletters
- Bi-weekly progress reports
- Family conferences scheduled each trimester
- Daily automatic call notification system to inform families of important reminders
- Monthly family nights
- Annual Pancake Breakfast
- Staff contact lists with cell phones provided to all families annually; families can contact teachers until 9 p.m. each night

C.9 Means for Achieving Racial and Ethnic Balance

The Community School will achieve a racial and ethnic balance reflective of the community it

serves by abiding by all legal admission policies outlined in Ohio laws. The Community School will be nonsectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition, and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional, or learning disability. The Community School will annually review its demographic data. If a significant difference in the racial and ethnic balance of the Community School's home city and/or district and the racial and ethnic balance of the school exists, the Governing Authority may take action to address the difference, which may include but not be limited to a review of enrollment and outreach policies and procedures.

C.10 Disposition of Employees

In the event the contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the Governing Authority agrees to maintain all staff records in a secure location and make records available to staff upon request; ensure that STRS and SERS contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty member's Local Professional Development Committee (LPDC) is current and available to staff; and provide a clear, written timeline of the closing process to all staff.

C.11 Race to the Top

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

C.12 Benefits

Benefits offered to employees may include but not be limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System (SERS).

C.13 Dismissal Procedures

In accordance with Revised Code § 3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in one hundred five consecutive hours of learning opportunities, will be automatically withdrawn from the school in accordance with the school's withdraw procedures.

C.14 Management

In accordance with Ohio Revised Code section 3314.191, the chief administrator of the community school actively is managing daily operations at the school.

EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL ACCOUNTABILITY PLAN

Pursuant to Article III of this contract, the Academic and Organizational Accountability Plan constitutes the agreed-upon academic, financial, and organizational and governance requirements (“Requirements”) that the GOVERNING AUTHORITY and SPONSOR will use to evaluate the performance of the Community School during the term of this contract. Each of these Requirements may be considered by the SPONSOR to gauge success throughout the term of this contract.

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to have “achieved” the standard as specified herein, which is the SPONSOR’s minimum expectation for the School, in all primary academic indicators, all financial indicators, and all primary operations/governance indicators. Secondary indicators (for both academics and operations/governance) will be considered as well, but primary indicators will factor more heavily into decisions about renewal or non-renewal, as well as about probation, suspension, and termination. An inability to achieve minor elements of the standards may not prevent consideration of contract renewal, based on the totality of the circumstances, which will be subject to the SPONSOR’s sole and complete discretion.

Primary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Performance Index (PI) ³	90% or higher	80%–89%	70%–79%	69% and below
Value Added ⁴	+4.00 and above	0 to 3.9	–0.99 to –3.9	–4.0 and below
Graduation Rate (4 years)	93%–100%	84%–92%	79%–83%	Below 79%
Graduation Rate (5 years)	95%–100%	85%–94%	80%–84%	80% and below
K–3 Literacy Improvement	B or better	C	D	F
Performance versus Local Market: ⁵ PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus Local Market: VA	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in	Ranked in 50th–69th percentile in	Ranked in bottom 49th percentile in VAM score

³ The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

⁴ A value-added score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher value-added score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower value-added score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth.

⁵ “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

COMMUNITY SCHOOL CONTRACT

		VAM score	VAM score	
Performance versus Statewide Charters: PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus Statewide Charters: VA	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in VAM score	Ranked in 50th–69th percentile in VAM score	Ranked in bottom 49th percentile in VAM score

Secondary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Value Added: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
PI: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
Value Added: Gifted	A	B or above	C or below	
Value Added: Disabilities	A	B or above	C or below	
Value Added: Lowest 20%	A	B or above	C or below	
Value Added: High School	A	B or above	C or below	
AMOs (Gap Closing)	A	B or above	C or below	
College Admission Test Participation Rate	A	B or above	C or below	
College Admission Test Non-remediation Score	A	B or above	C or below	
Dual Enrollment Credits	A	B or above	C or below	
Industry Credentials	A	B or above	C or below	
Honors Diplomas Awarded	A	B or above	C or below	
AP Participation Rate	A	B or above	C or below	
AP Score	A	B or above	C or below	
IB Participation Rate	A	B or above	C or below	
IB Score	A	B or above	C or below	
College/Career Readiness Assessment	A	B or above	C or below	
School Regularly Administers Internal Growth Assessment		Yes	No	
School Met a Majority of Its Internal Goals (Section A.7 of This		Yes	No	

COMMUNITY SCHOOL CONTRACT

Contract)				
Financial Measures of Success (Current Year)	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days Cash	60 or more days cash	Between 30 and 60 days cash	Between 15 and 30 days; OR between 30 and 60 days cash AND one-year trend is negative	Fewer than 15 days cash

Current Year Enrollment Variance ⁶	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Financial Measures of Success (Prior Years)	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Multi-year Ratio of Assets to Liabilities ⁷	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most recent years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most recent years out of 3 years
Cash Flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for at least 1 of the most recent 2 years	Cash flow is not positive for at least 1 of the most recent 2 years	Cash flow is negative for any 2 consecutive years

⁶ The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

⁷ This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

COMMUNITY SCHOOL CONTRACT

Total Margin (TM) and Aggregated 3-Year Total Margin ⁸ (ATTM)	ATTM is positive and the most recent year TM is also positive	ATTM is greater than -1.5%, the trend is positive for the last two years, AND the most recent year TM is positive	ATTM is greater than -1.5%, but trend does not “meet standard”	ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%
Operations/ Governance Primary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Records Compliance ⁹	90% or higher	79%–89%	60%–78%	59% or below
On-Time Records Submission Rate	90% or higher	79%–89%	60%–78%	59% or below
Financial Records Submitted Monthly	90% or higher	79%–89%	60%–78%	59% or below
Annual Audit	Two consecutive years of no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery (less than \$5,000 combined), as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA Special Education Performance	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention

⁸ “Total margin” measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether or not the school is living within its available resources. The total margin is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. The aggregate three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations. The performance of the school in the most recent year, however, is indicative of the sustainability of the school; thus, the school must have a positive total margin in the most recent year to meet the standard. The total margin is the net income divided by the total revenue. The aggregate total margin is the total three-year net income divided by the total three-year revenues.

⁹ Represents the percentage of records reviewed that were accurate and complete during the school year.

COMMUNITY SCHOOL CONTRACT

Determination (most recent annual) ¹⁰				
Operations/ Governance Secondary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
5-Year Forecasts Submitted to ODE by Statutory Deadlines		Yes	No	
Pre-opening Assurances Documentation		Completed and available 10 days before the first day of school	Not completed 10 days before the first day of school	
Annual Report		Submitted to parents and sponsor by the last day of October	Not submitted to parents and the sponsor by the last day of October	
Safety Plan and Blueprint Submitted within the Last 3 Years to the Ohio Attorney General		Yes	No	
Family Survey Results	90% or greater overall satisfaction with school	80%–89% overall satisfaction with school	70%–79% overall satisfaction with school	69% or less overall satisfaction with school

¹⁰ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

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:

KIPP Columbus
2750 Agler Road, Columbus, Ohio 43224
IRN number 009997 to begin operations for the 2016–17 academic year.

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

- ___ Certificate of Authority of Nonprofit 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, 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 that the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency that 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 reissued by the SPONSOR.

COMMUNITY SCHOOL CONTRACT

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 reissued 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

3314.19 Annual assurances by community school sponsor.

The sponsor of each community school annually shall provide the following assurances in writing to the department of education not later than ten business days prior to the opening of the school:

- (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)(II)(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 [3319.22–3319.31](#) of the Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to section [3319.301](#) of the Revised Code;
- (H) That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- (I) That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;
- (J) That the school holds all of the following:
 - (1) Proof of property ownership or a lease for the facilities used by the school;
 - (2) A certificate of occupancy;
 - (3) Liability insurance for the school, as required by division (A)(I)(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

COMMUNITY SCHOOL CONTRACT

requirements of the sponsor.

(N) That for any school that operates using the blended learning model as defined in section [3301.079](#) of the Revised Code, the sponsor has reviewed the following information, submitted by the school:

- (1) An indication of what blended learning model or models will be used;
- (2) A description of how student instructional needs will be determined and documented;
- (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (4) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (5) A statement describing how student progress will be monitored;
- (6) A statement describing how private student data will be protected;
- (7) A description of the professional development activities that will be offered to teachers.

Amended by 131st General Assembly File No. TBD, HB 2, §1, eff. 2/1/2016.

Amended by 129th General Assembly File No. 28, HB 153, §101.01. See act for effective dates.

Amended by 128th General Assembly File No. 9, HB 1, §101.01, eff. 10/16/2009.

Effective Date: 2007 HB119 06-30-2007; 2007 HB190 11-14-2007; 2008 HB428 09-12-2008

COMMUNITY SCHOOL CONTRACT

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY
[SCHOOL NAME] Governing Authority

Name	Role	Term	Address
Stuart Burgdoerfer	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Joe Chlapaty	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Denise Glimcher	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Katie Kaufman	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
John Kobacker	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Judge Algenon Marbley	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Dr. Amy McClure	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Cameron Mitchell	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Kevin Reeves	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Blake Thompson	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Barbara Trueman	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Abigail Wexner	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Poe Timmons	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Aimee Kennedy	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Andrea Hecht	Member	To be submitted to	2750 Agler Road,

COMMUNITY SCHOOL CONTRACT

		Sponsor as set forth in EpiCenter	Columbus, Ohio 43224
Donald Brown	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Mitchell Grindley	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224
Michael Coleman	Member	To be submitted to Sponsor as set forth in EpiCenter	2750 Agler Road, Columbus, Ohio 43224

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM
THOMAS B. FORDHAM FOUNDATION RELATED PARTY DISCLOSURE FORM

The Community School will submit this form annually to the SPONSOR’s Epicenter system on the date set forth by the SPONSOR.

Ohio Ethics Commission Information Sheet #1 (Restrictions on Nepotism or Hiring Family Members) states:

Ohio Ethics Law and related statutes prohibit an official from:

- Authorizing the employment of a family member; and,
- Using the authority or influence of her public position to secure authorization of the employment of a family member.

An official is prohibited from hiring a family member in any employment position, including a full-time, part-time, temporary or permanent position, a position in the classified or unclassified civil service, or a non-civil-service position.

In most situations, the Ohio Ethics Law and related statutes do not prohibit family members from being employed by the same public agency, as long as no official has secured a job, or job-related benefits, for her family member.

In addition, Statute¹¹ states:

No present or former member, or immediate relative of a present or former member, of the governing authority of any community school established under this chapter shall be an owner, employee, or consultant of any sponsor or operator of a community school, unless at least one year has elapsed since the conclusion of the person's membership.

I acknowledge that no official at KIPP Columbus has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not); siblings; parents; grandparents; grandchildren; and, any other person related by blood or by marriage and living in the same household.¹²

I disclose that the following parties, either employed by or serving on the Governing Authority of the school, are related. I further disclose their roles as employees or members of the Governing Authority of the Community School.

Related party #1	Role	Related party #2	Role	Employed by sponsor or operator?	Last date employed

¹¹ ORC 3314.02 (E) (4)

¹² Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

COMMUNITY SCHOOL CONTRACT

I hereby acknowledge that none of the individuals listed above were recommended for employment by a related party and that no related party took part in the hiring process of a family member. No related parties are involved in employment evaluations, determinations regarding compensation and benefits, or determinations regarding promotions.

School Leader	Date	Governing Authority Representative	Date
---------------	------	------------------------------------	------

COMMUNITY SCHOOL CONTRACT

EXHIBIT 9: FACILITIES ADDENDUM

This exhibit includes a stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.¹³

KIPP Columbus owns all community school facilities and property.

School facilities information must include:¹⁴

- (a) A detailed description of each facility used for instructional purposes;
- (b) The annual costs associated with leasing each facility that are paid by or on behalf of the school;
- (c) The annual mortgage principal and interest payments that are paid by the school;
- (d) The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of the school’s Governing Authority. Any lease contract(s) and any updates thereto must be submitted to the sponsor via Epicenter.

Description of Facility	Buildings for educational use located at 2750 Agler Road, Columbus, Ohio 43224, being Franklin County Auditor’s Tax Parcel Nos 010-292311, 010-148129, and 010-29310 including parking areas.
Annual Costs for Leasing	\$822,301
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	KIPP Columbus Foundation, N/A

¹³ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

¹⁴ [ORC 3314.03 \(A\) \(9\)](#)

EXHIBIT 10: BLENDED LEARNING REQUIREMENTS

If a school operates using the blended learning model, as defined in [ORC 3301.079](#), include all of the following information.¹⁵

- (a) An indication of what blended learning model or models will be used;
- (b) A description of how student instructional needs will be determined and documented;
- (c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (d) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (e) A statement describing how student progress will be monitored;
- (f) A statement describing how private student data will be protected;
- (g) A description of the professional development activities that will be offered to teachers.

KIPP Columbus does not operate using the blended learning model as defined in ORC 3301.079.

¹⁵ [ORC 3314.03 \(A\) \(29\)](#)