

# **MASTER CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of ReGeneration Bond Hill  
and the Thomas B. Fordham Foundation**

**Dated as of May 1, 2019**

# COMMUNITY SCHOOL CONTRACT

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## COMMUNITY SCHOOL CONTRACT

### COMMUNITY SCHOOL CONTRACT for ReGeneration Bond Hill

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code (the “Code”), effective July 1, 2019, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of ReGeneration Bond Hill, located at 5158 Fishwick Drive, Cincinnati, Ohio 45216 (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 Code. Such school shall be a public school, independent of the Cincinnati Public Schools District and 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 fourth.

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: “ReGeneration Bond Hill is sponsored by the Thomas B. Fordham Foundation.”

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## Article II. Term

The term of this Contract shall be for a period of three year(s) commencing July 1, 2019, and ending June 30, 2022, and will automatically renew for a two-year period commencing on July 1, 2022, and ending June 30, 2024 (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 nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal 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 nonrenewal 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 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

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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 Cincinnati Public 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; and 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 (\$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

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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, nonrenewal, or termination, to the attention of President, the Thomas B. Fordham Foundation, 1016 16<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Kyle Schodi, 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; (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 nonperformance 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.

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

In accordance with 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. 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 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 noncertified 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.

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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 seventy-two (72) 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, 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, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 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 will 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 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 (A) (11) (k) The school will comply with sections 3313.6021 and 3313.6023 of the Revised Code as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school;(ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code. In accordance with Code Section 3365.03, the GOVERNING AUTHORITY shall ensure that academically qualified students are 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.

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In accordance with Code Section 3314.03(A)(31), if the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be 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 3314.03(A)(32), the GOVERNING AUTHORITY shall adopt an enrollment and attendance policy that requires the parents of the students enrolled at the Community School to notify the Community School when there is a change in the location of the parent's or student's primary residence.

In accordance with Code Section 3314.03(A)(33), the GOVERNING AUTHORITY shall adopt a student residence and address verification policy for students enrolling in or attending the Community School.

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 nonvoting 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

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to the SPONSOR, on a quarterly basis, the completed Related-Party 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.

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.

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 tenth (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 percent from a school’s total state support for the first three hundred (300) FTEs and 1.5 percent 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, or at least two schools sponsored by the Fordham Foundation have a contract with the same operator, 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.

Should any of the following events occur, the sponsorship fee for the school at which the event occurred will increase to 2 percent for all FTEs and for the remainder of the school year and that school will be removed from the Total Fee calculation for the remainder of the school year:

1. Two consecutive audits demonstrate noncompliance, deficiencies, material weaknesses, or any other material findings;
2. Site-visit-records compliance or Epicenter compliance (accurate/complete and on time) falls below 79 percent for the year in any one category of records reviewed; or
3. 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 thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal

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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 the total state foundation payment are the state formula amount, disadvantaged-pupil impact aid (DPIA), parity aid, and special education.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR's sole discretion. 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 Code or any rules of the State Board of Education; further provided that for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections

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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 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.

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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 30.

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

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

**C. Governance Plan:**

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

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY’s Code of Regulations, Bylaws, or the 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 the following relatives, regardless of where they reside: (1) spouse, (2) children, (3) siblings, (4) parents, (5) grandparents, and (6) grandchildren; any other person related by blood or by marriage and living in the same household; or any 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 nondiscrimination 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 of students who reside outside the district and/or the state in which the Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and

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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, that 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 nonteaching 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, that said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and that 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 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

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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 Every Student Succeeds Act ("ESSA") and any amendments or reauthorization thereof and the state's plan to comply with ESSA. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable ESSA 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.

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

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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, and so forth) offered by the SPONSOR or any affiliate of the SPONSOR.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will verify annually 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, 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 and appropriate public education to such qualified handicapped person.

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), and failure to so comply may result in probation, suspension, or termination under this Contract.

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

**Article VI. 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 operator, 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 personal 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, as well as any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

Once classes begin, the Community School may continue to hold classes for students until such time that its Certificate of Occupancy, 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.

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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's violation of 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 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, then 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 (for example, 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)

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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 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.

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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.

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, 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

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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 January 15 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;

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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 50 percent of its student enrollment from the previous school year;
7. The Community School defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR's issuance of this Contract, Preliminary Agreement, or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract, or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract; or
10. Other good cause.

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal, and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than 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 nonrenewal 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.

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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.

In accordance with Code Section 3314.023(F), If the school's fiscal officer fails to provide financial and enrollment records to the sponsor within thirty days of the school's closure, or fails to faithfully perform any of the fiscal officer's other duties, the sponsor has the right of action against the fiscal officer to compel delivery of all financial and enrollment records of the school and shall, if necessary, seek recovery of any funds owed as a result of any finding of recovery by the auditor of state against the fiscal officer. The Sponsor has a plan of action (closure policy) to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

The SPONSOR acknowledges its obligation to oversee community school closure, the details of which are set forth in the Sponsor's community school-closure policy.

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

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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 that 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 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.

## COMMUNITY SCHOOL CONTRACT

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 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. Every Student Succeeds Act**

## COMMUNITY SCHOOL CONTRACT

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 ESSA 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; and
- 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 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  
9435 Waterstone Blvd. Suite 140  
Cincinnati, OH 45249  
Attn. Governing Board Chairperson

Copies to:  
CEO of ReGeneration Schools  
Stacey Shells  
1816 W Garfield Blvd  
Chicago, IL 60609

BakerHostetler  
Attn: Dan Guttman  
200 Civic Center Drive, Suite 1200  
Columbus, OH 43215-4138

If to SPONSOR:

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

Copies to:

The Thomas B. Fordham Foundation  
15 West Fourth Street, Suite 430  
Dayton, OH 45402  
Attn. Kathryn Mullen Upton

Porter, Wright, Morris & Arthur LLP  
Attn: Thomas A. Holton/Kyle Schrodi  
One South Main Street, Suite 1600  
Dayton, OH 45402-2028

**Article XXII. Nonwaiver**

## COMMUNITY SCHOOL CONTRACT

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 that 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. Nonagency**

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,

COMMUNITY SCHOOL CONTRACT

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  
Michael J. Petrilli  
President

DATE: May 7, 2019

THE GOVERNING AUTHORITY OF  
ReGeneration Bond Hill

BY: Jamulah D. Hackworth  
Governing Board Representative

DATE: May 13, 2019

EXHIBIT 1: EDUCATION PLAN

**A.1 Mission, vision, and educational philosophy**

ReGeneration prepares all students to enter and succeed in college through effort, achievement, and the content of their character. All students demonstrate excellence in reading, writing, math, science, and history, while consistently exemplifying the virtues of respect, integrity, diligence, responsibility, compassion, and perseverance.

We work diligently to create schools that are academically rigorous, build character, and are infused with joy. We aspire to create the best elementary schools in Cincinnati, where excellence is the only acceptable standard.

ReGeneration is characterized by a culture that is orderly, supportive, and focused on academic work. The ethos of the community is one of mutual care and respect. Students have the right to a quality education that supports their development into productive and responsible citizens.

**Research-based school instructional model**

ReGeneration is a part of a proven model that has a relentless focus on data-driven instruction, observation and feedback, strong systemic student and staff culture, and professional development. This, paired with mission-driven urgency, is what sets our school and our model apart from others. We relentlessly apply the following seven “levers” to realize our mission:

1. **Data-driven instruction:** We consider data-driven instruction to be a “super lever” in increasing student achievement because it allows us to set the bar for rigor and adapt teaching to meet students’ needs. We analyze academic assessment data and student work to understand which skills and standards students have and have not mastered, and we relentlessly use this analysis to build tutoring plans and to make adjustments to teaching.
2. **Student culture:** Student culture is the second “super lever.” A highly structured student culture creates safe schools, builds students’ character, and creates the space for rigorous academic work. We hold extremely high expectations for students, families, and staff. We help our stakeholders meet these high expectations by teaching them explicitly and consistently and diligently reinforcing them through a school-wide system of incentives and consequences and a restorative justice program led by our Deans of Students.
3. **Observation and feedback:** ReGeneration’s principals give all teachers professional, one-on-one coaching that increases their effectiveness as instructors. Principals block out the time to observe each teacher regularly, to model instruction, and to give face-to-face feedback that is bite-sized, actionable, and a high-leverage action step for improving instruction. Our observation and feedback cycle makes our teachers better faster.
4. **Professional development:** ReGeneration releases students early every Friday and holds sacred that time for principal-led professional development. This time is not a weekly “faculty meeting.” This time is used to strengthen both culture and instruction with hands-

on training that sticks.

5. **Instructional planning:** Our Common Core–aligned curriculum is created and continually refined by the most accomplished teachers at top urban charters. It is designed to build a strong foundation of core content and skills by the eighth grade, while building the necessary intellectual rigor to prepare students for college-preparatory high schools and, ultimately, success in college. One professional-development Friday per month is devoted to coaching teachers around internalizing the curriculum because intellectual prep and lesson delivery make the curriculum come off the page to truly engage students in meaningful, rigorous academics.
6. **Staff culture:** Every school needs a strong adult team to support students. Principals intentionally invest in staff culture through regular systems of communicating with staff, planning regular staff appreciation and social events, and monitoring culture through formal and informal check-ins with staff.
7. **Managing school leadership teams:** Even the strongest principal cannot go it alone. Once a ReGeneration campus has solidified its student culture and has developed several strong teachers, principals begin training a second tier of instructional leaders to expand their impact across the school. ReGeneration offers opportunities for teachers to become grade-level and subject leads and Principal Fellows. A new partnership with Relay Graduate School of Education allows us to enroll our second-tier leaders in Relay’s Instructional Leader professional-development series and subsidize the cost.

ReGeneration offers a rigorous college-preparatory education. A typical school day includes the following:

- Longer day
- Morning meeting
- 90–120 minutes of math
- 90–180 minutes of literacy
- 45–90 minutes of social studies and/or science
- 60 minutes of teacher-led enrichment (music, art, dance, computers, soccer, drama, chess) or teacher tutoring
- Homework EVERY night

## A.2 Geographic boundaries

Pursuant to 3314.03(A)(19)(c), ReGeneration Bond Hill (RBH) will prohibit the enrollment of students who reside outside the district in which the school is located.

## A.3 Curriculum and instruction

ReGeneration will employ curriculum guidance and materials from ReGeneration Chicago and Uncommon Schools, a network of fifty-two schools with a twenty-year operating history. These resources include Common Core–aligned scope and sequence documents for each grade and

subject, unit plans, and ongoing research into curriculum implementation.<sup>1</sup> All unit plans include days for reteaching standards on which students are struggling, allowing the scope and sequence to be adjusted by each teacher to fit the needs of his or her individual students.

Although our current curriculum is aligned to Common Core standards, our founding Ohio principals will lead their founding teachers through a critical examination of the Ohio standards to adjust and align, ensuring they are meeting Ohio targets. We believe this teacher-led analysis sets a critical foundation that helps teachers internalize the learning targets so they can build lessons and quickly design extra supports for students who struggle and for those who excel.

Lesson plans are created by classroom teachers who double as lead lesson planners and are reviewed and discussed at the regional level to ensure effectiveness for all students.

### ***Literacy***

ReGeneration's academic program focuses on literacy instruction because we understand that literacy is the key to unlocking all future information, understanding, and knowledge. In the early grades, scholars have nearly three hours of reading instruction each day, which includes a systematic decoding program (Reading Mastery), a teacher-designed reading comprehension curriculum, and daily read alouds. In the key literacy-building years of grades K–4, classrooms are staffed with two teachers in order to ensure that the student-to-teacher ratio never exceeds 15:1. Students write in every class and use the Writer's Workshop method to cultivate creativity and voice.

ReGeneration's literacy curriculum model provides research-based<sup>2</sup> language support to all of our scholars with the following four main components:

1. **Universal screening and progress monitoring:** Data-driven instruction is a cornerstone of ReGeneration's model. We conduct universal screening and progress monitoring using the tools described in the assessment section. Aside from serving as progress monitoring tools, all of these assessments drive whole-class and small-group intervention.
2. **Intensive oral and written literacy instruction:** In elementary (K–4) schools, three to four hours of daily literacy instruction encompasses Read Aloud, Robust Vocabulary Instruction, Reading Comprehension (narrative and informational), small-group Guided Reading, iReady reading software for independent practice, independent-choice reading,

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<sup>1</sup> Uncommon's content, which is the foundation for ReGeneration's materials, was developed in careful alignment with Common Core standards. The materials have proven effective with similar student populations, as Uncommon was determined to be one of the highest-performing CMOs in the country. CREDO CMO Study, 2017.

<sup>2</sup> Gersten, R., Baker, S.K., Shanahan, T., Linan-Thompson, S., Collins, P., & Scarcella, R. (2007). *Effective Literacy and English Language Instruction for English Learners in the Elementary Grades: A Practice Guide* (NCEE 2007-4011). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education. Retrieved from <http://ies.ed.gov/ncee/wwc/publications/practiceguides>.  
Baker, S., Lesaux, N., Jayanthi, M., Dimino, J., Proctor, C. P., Morris, J., Gersten, R., Haymond, K., Kieffer, M. J., Linan-Thompson, S., & Newman-Gonchar, R. (2014). *Teaching academic content and literacy to English learners in elementary and middle school* (NCEE 2014-4012). Washington, DC: National Center for Education Evaluation and Regional Assistance (NCEE), Institute of Education Sciences, U.S. Department of Education. Retrieved from the NCEE website: [http://ies.ed.gov/ncee/wwc/publications\\_reviews.aspx](http://ies.ed.gov/ncee/wwc/publications_reviews.aspx).

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SRA Reading Mastery program for phonemic awareness, phonics and word analysis, fluency, vocabulary and comprehension (grades K–2 and struggling 3–4), and writing class that covers handwriting, grammar, usage, and mechanics, and composition.

3. **Building vocabulary, literacy, and writing in the content areas:** All content areas include language support through the following Teach Like a Champion taxonomy methods (taught during summer training, weekly professional development, and regular observation and feedback): the “Control the Game” technique, which builds scholars’ reading fluency in the younger grades; the “Accountable Independent Reading” technique, which builds scholars’ independent reading skills; the “Format Matters” technique, which helps scholars learn and use specialized academic vocabulary, grammar, and spelling; and the “Voice” technique, which builds scholars’ speaking skills. We also support language development by explicitly teaching Habits of Discussion, using regular “Turn and Talks,” explicitly teaching reading-comprehension strategies with content-area texts that reinforce skills from reading class, and providing daily content-area writing assignments in math, science, and social studies that reinforce students’ academic writing skills.
4. **Small-group intervention:** Teachers in all subject areas lead small-group tutoring interventions in response to progress-monitoring data.

The Kindergarten through fourth grade literacy curriculum, which is subject to change at the discretion of the school leadership or Governing Authority, consists of the following.

### Uncommon Schools First Grade Reading Comprehension Curriculum Plan

Reading Habits

Before, During & After Strategies

Making Meaning

Tracking Characters Across a Text

The Way Characters Interact

Traditional Literature

Informational Text

Biographies

Comparing Characters

Interpreting Figurative Language

### Uncommon Schools Second Grade Reading Comprehension Plan: Informational Text Scope and Sequence

Nonfiction and Informational Text

Ask and Answer Questions

Topics, Main Ideas and Connections Between Ideas

Author’s Purpose and Craft

Visuals

### Uncommon Schools Second Grade Reading Comprehension Plan: Narrative

RACE and Character Motivation

Character Contrast

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Internal and External Conflict

Deep Retell

Poetry Close Reading

Passage Annotation and Multiple Choice

Revise Understanding (Tracking Conflict Over Time)

Uncommon Schools Second Grade Reading Comprehension Plan: Read Aloud

Character Motivation

Character Contrast

Conflict and Plot

Conflict Part II

Lesson

Perspective

Revise Understanding (Tracking Conflict Over Time)

Uncommon Schools Third Grade Reading Comprehension Plan: Close Reading

Because of Winn Dixie

The Magician's Elephant

Uncommon Schools Third Grade Reading Comprehension Plan: Informational Text

Analyzing Informational Text as a Close Reader

Main Ideas and Supporting Details

Text Structures

Uncommon Schools Third Grade Reading Comprehension Plan: Narrative

Text Annotations and RACE

Conflict and Characters

Lesson Learned

Revise Understanding

Uncommon Schools Fourth Grade Reading Comprehension Plan: Close Reading

Charlie and the Chocolate Factory

The Girl Who Could Fly

40 Acres and Maybe a Mule

Uncommon Schools Fourth Grade Reading Comprehension Plan: Narrative

Text Annotations and RACE

Narrative Text Structure

Historical Fiction

Wonder

Uncommon Schools Fourth Grade Reading Comprehension Plan: Informational Text

Closely Reading for Key Ideas and Details

Main Ideas and Details

Text Structure

Integrating and Comparing Information

Text Features  
Persuasive Texts

### ***Math***

We employ a math curriculum that is designed to ensure that our students master both math procedures and problem-solving skills. Our math curriculum uses various methodologies and approaches to move students toward competency in the understanding and application of mathematical computation and problem solving. ReGeneration implements teacher-created math lessons utilizing the research-based<sup>3</sup> TERC Investigations math curriculum, which assures rigor of instruction and incorporates the Common Core learning standards. We use a systematic approach to basic math facts and computational skills, coupled with a teacher-created curriculum that develops higher-level problem-solving skills.

### ***Science and Social Studies***

ReGeneration's science curriculum is aligned to Common Core and Next Generation Science standards and includes in class the use of both authentic texts, such as articles or passages from nonfiction texts, and textbooks to ensure that students are reading to learn new material presented.

Aligning the science curriculum to Common Core has increased the amount of reading done by students and reduced the amount of reading aloud completed solely by the teacher. In addition, all core teachers receive professional development around best practices in strategies to use in reading and comprehending informational texts that can be used both in reading and in science.

The shift to Next Generation Science Standards increases the rigor of science instruction in order to better prepare our students for college-level STEM study. An increased number of inquiry-based lessons are structured around the "5 Es": Engage, Explore, Explain, Elaborate, and Evaluate.

The Kindergarten through fourth grade science and social studies curriculum, which is subject to change at the discretion of the school leadership or Governing Authority, consists of the following.

Uncommon Schools Kindergarten Science/Social Studies Plan

All About Me, Family and School

Weather and Climate (Weather, Temperature, Wind, Severe Weather)

Interdependent Relationships in Ecosystems

African American History

Ecosystems (Climate, Rainforest (Animals and Plants), Arctic (Animals and Plants))

Outback, Reef, Savanna

Natural Resources and Recycling (Natural Resources, Wood, Paper, Recycling)

Forces and Interactions (Pushes and Pulls, Colliding Objects, Balloon Rockets)

Trees and Science

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<sup>3</sup> Agodini, R., Harris, B., Thomas, M., Murphy, R., & Gallagher, L. (2010). Achievement effects of four early elementary school math curricula: Findings for first and second graders (NCEE 2011-4001). Washington, DC: National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences, U.S. Department of Education. Retrieved from <http://ies.ed.gov/ncee/pubs/20114001/pdf/20114001.pdf>.

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### Uncommon Schools First Grade Science/Social Studies Plan

The Places You Live – City and State

Plants and Animals

The Many Places You Live – Continent and World

African American History

Weather and Seasonal Patterns

Global and Local Citizenship

Types of Energy

Early America

### Uncommon Schools Second Grade Science/Social Studies Plan

We've Got the Whole World In Our Hands - Maps, Geography, World!

Earth's Systems: Processes that Shape the Earth

The American Revolution

The Harlem Renaissance

Ecosystems and Water

Matter: Solid, Liquid, Gas

Slavery and the Civil War

### Uncommon Schools Third Grade Science/Social Studies Plan

Maps, Geography, World

Government

Weather and Climate

Forces and Interactions

Foundations of American Democracy: Constitution; Bill of Rights; and the Purpose, Values and

Principles of American Democracy

Inheritance and Variation of Traits: Life and Traits

Interdependent Relationships in Ecosystems

Coming to America – Immigration

### Uncommon Schools Fourth Grade Science/Social Studies Plan

Our Country and Its Regions: U.S. Geography

Earth's Systems – Processes that Shape the Earth

Earth and Human Activity

Black Lives Matter

African history and the black freedom struggle, important threads in an understanding of world and American history, are central to ReGeneration students' understanding of themselves and where they come from. Though these topics are addressed as part of the curriculum, ReGeneration also seeks to strengthen and enrich students' understanding by supplementing core material with outside sources, placing particular emphasis on the history and culture of the cities in which we work.

### ***Physical fitness and arts***

In addition to the above subjects, students in grades K–4 receive two periods of physical fitness

and two periods of arts education per week. Curriculum for these classes is determined by the teacher in conjunction with school leadership. Enrichment classes offered are determined by the school community. In the past, enrichment has included theatre, art, crochet, a track club which culminates in a 5k race, step team, book club, spoken word, and technology club. Character development is also interwoven throughout the curriculum.

### *Character*

Six virtues - **respect, integrity, diligence, responsibility, compassion and perseverance** – form the cornerstone of our character education, the programming and curricula of which may be changed as necessary at the discretion of the school leadership or board. Introduced early in the year through six short lesson units, our virtues are reinforced every day, by every adult in the building.

The curriculum weaves in ethics and morals through the texts selected for students. From discussing hard work when reading “Jabuti, the Tortoise” in Kindergarten to the moral complexities and empathy involved in reading materials in grades one through four.

We have a variety of systems and routines that weave virtues into the fabric of the school. Weekly community circle celebrates scholars’ academic and character achievements, teacher-led advisories, and a school-wide behavior management system holds students accountable for demonstrating these virtues.

#### I. Systems and Routines that Build Character

Behavioral psychologists have found that behavior is situational, and at ReGeneration Schools, we strive to build strong character by creating an environment where students can’t imagine anything but hard work and rigorous academics. To create this environment, we define and teach our students what it means to be scholars. We set clear expectations for students and staff. With students, we teach and practice the little things like shaking hands with eye contact and walking through halls so we don’t have to deal with larger issues. With staff, we commit to holding the same expectations and systems at ReGeneration.

Several examples of our systems and routines that build character are:

- **Threshold** – Teachers greet each student outside of the classroom with a handshake and warm conversation. This allows students to practice respectful behavior while building relationships with their teachers.
- **STAR/SLANT** – Elementary scholars are expected to **Sit up, Track the speaker, Ask and answer questions, and Raise their hands to speak.** Middle school scholars are expected to **Sit up, Listen, Ask and answer questions, Nod, and Track the speaker.** These systems teach students how to show respect to their classmates and sets the foundation for productive Habits of Discussion.
- **Props** – Students and teachers frequently give each other quick cheers, or “props,” to congratulate academic effort and demonstrating virtues.

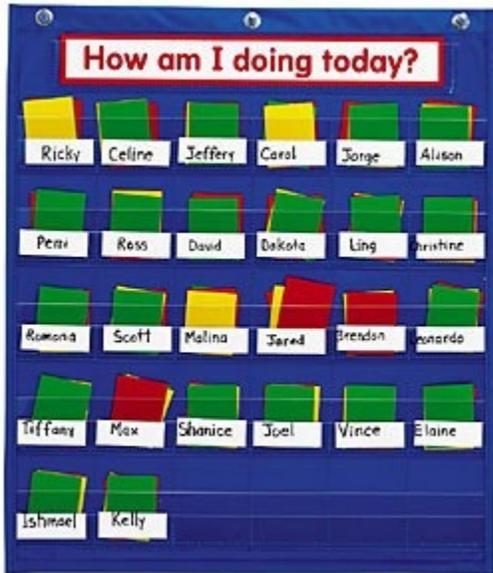
#### II. The Behavior Management System

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Most of the time, our systems and routines work as planned. Sometimes, despite all of the training, students make mistakes, and we have systems to help students take responsibility for their mistakes and make better choices next time. We also have positive behavioral supports that give our students something to say “yes!” to and to feel successful.

### A. School-wide Behavior System: Elementary School – The Stop Light System

Our elementary scholars use a simple, developmentally appropriate “stop light” system. In every classroom hangs the following behavior tracking chart:



#### 1. Key Information

- Each scholar begins every day on green.
- Misbehavior earns a “check,” which is recorded on the teacher’s clipboard.
- Three checks earn a color change from green, to yellow, to red.
- A scholar who ends the day on red earns an automatic phone call home and a loss of privileges.
- All scholars have the opportunity to “earn back” checks by following expectations.
- A full week on green earns a trip to the “Treasure Chest.”

### III. Role of the Dean in Building Character

The mission at ReGeneration is to prepare our students for college by means of high quality rigorous academics. Each K-4 school has a Dean, and the work of the Dean’s Office and the behavioral supports and systems we use are there to support teachers 100 percent. The role of the teacher is not to waste instructional time dealing with poor behavior, but to provide the kind of instruction essential to closing the achievement gap. Teachers teach, and the behavioral support staff will do the rest. As a team we communicate shared expectations, and as a team we follow through and implement those expectations.

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When students go to the Dean's office it is not a place where we babysit the "bad kids", (there's no such thing by the way), and it is not a holding room. The Dean's office is another opportunity for students to learn high behavioral expectations and the skills necessary to succeed in class and in life.

Academics continue in the Dean's Office. Students are expected to produce high quality essays, short responses, as well as compute and compare the stats on their behavioral data. Thereby reinforcing the skills they have learned in class and using them to effectively analyze their behavior.

When this all goes well, here's what it looks like: students develop a strong sense of responsibility and integrity, and students develop the diligence and perseverance necessary to succeed in class.

### **Evaluation, review, and revisions of curriculum**

Our teachers meet on every Friday for professional development and planning throughout the school year. These meetings are focused on reviewing results on formative assessments and identifying areas where students need extra support. As teachers collaborate, they identify common areas of student struggle and adjust the curriculum (and instruction) as needed. In addition, the faculty meets several times during the school year on student release days to review interim assessment results, which highlights needed curricular and pacing adjustments. Finally, each summer and throughout the school year, our lead lesson planners improve on prior year's lessons. We are in a cycle of continuous improvement for the most granular curricular and instructional details.

### **Instructional strategies**

ReGeneration classrooms infuse joy, rigor, and hard work every day. Our approach is grounded in the belief that without great teaching, little else matters. For that reason, instructional methods are centered around giving teachers the support and skills they need to focus on strong, targeted instruction for all scholars. School leaders have high expectations for teacher and student performance. Teachers are cognizant of the expectations, which include effective use of assessment data, adaptation of instruction to student needs, regular communication with families, and the application of constructive feedback in daily practices. To ensure that all teachers are adequately prepared to carry out the school's instructional methods, instructional leaders have established a clear and effective teacher-evaluation system. These midyear evaluations, which consist of a self-assessment and a written component followed by a formal meeting, target areas of strength and areas for continued improvement.

Instructional methods employed in ReGeneration classrooms include the following:

- **Teach Like a Champion:** All ReGeneration teachers are trained in "Teach Like a Champion" teaching methods, both prior to beginning teaching at August Professional Development and during professional development throughout the year. Teach Like a Champion provides methods to keep students engaged and on task, build a classroom

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culture that maximizes student achievement, minimize disruptions due to discipline, and provide motivation techniques for students.

- **Help students until they master it:** Students learn at varying rates. Schools that expect all students to meet high standards must be prepared to support students—regardless of the pace at or style in which they learn—until they reach mastery. At ReGeneration, this learning support is realized through multiple means:
  - Clear, engaging, high-quality lessons in the classroom fostered by a low student-to-teacher ratio (especially in the lower grades, where it is no higher than 16:1);
  - The increased learning time that is provided relative to district schools;
  - Pull-out and push-in instruction by full-time learning support specialists and related services such as counseling, speech, and occupational and physical therapy for students who require it; and
  - After-school program tutoring for students who require additional individual and small-group attention.

All of these strategies and supports ensure that students with disabilities, students with limited English-language proficiency, and students “at-risk” of academic failure meet the high standards that are set at ReGeneration.

- **Keep it personal:** Feeling known, cared for, and respected is a prerequisite for the sense of personal value and well-being necessary for effective learning. Given our relatively small elementary school size and our coteaching model, students are well known by the teachers who work tirelessly to ensure that all students meet the high standards they have set. As students overcome the challenges set by the school’s high standards, and as they gain strong literacy and math skills, they realize that with enough hard work, they can meet any challenge and surpass any obstacle. This, in turn, enables them to tackle ever increasing magnitudes of challenge. They learn to see their education as the means of attaining a future full of choices and possibilities. Our size and approach also allows students with special needs or limited English-language proficiency to progress academically in the regular education classroom.
- **Develop character:** For many students, who will be the first members of their families to attend college, the path to higher education will be a long and arduous climb. A school can encourage, cajole, and prepare a student academically, but ultimate success relies on a student’s internal belief in and commitment to his or her own success. To get students through the long climb to college, ReGeneration works to inculcate perseverance and courage. In order to fulfill the long-term goal of having students become leaders in their communities, ReGeneration builds students’ commitments to excellence, compassion, and achievement. Because developing these personal qualities is inextricably linked to delivering on the mission, ReGeneration’s academic program is paired with a character education curriculum. ReGeneration schedules time to focus on character development through exploration of poems, fables, fairy tales, and other literature with morals or messages. In addition to classroom activities, the program includes weekly community

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meetings, periodic assemblies, outdoor education, service learning, internships, and extracurricular activities.

- **Help students envision a bright future that inspires them to achieve:** Research indicates that children who have a clear and positive image of their futures are better able to overcome the hurdles that being born into low-income communities can place before them. Beginning in Kindergarten, ReGeneration exposes students to the world of high school and college with the implicit and explicit message that with hard work they have all the tools and ability necessary to succeed in these institutions. At ReGeneration, this message is presented through
  - Homerooms named after the alma maters of students' advisors;
  - Exposure to mentors and tutors from institutions of higher learning; and
  - Field trips to museums, local and national parks, high schools, colleges, and adventure programs such as Outward Bound.

All of these strategies and supports ensure that students with disabilities, students with limited English-language proficiency, and students “at-risk” of academic failure meet the high standards that are set at ReGeneration.

### ***Instructional Time***

Every day, students at the elementary level receive three hours of literacy instruction, seventy-five minutes of math instruction, forty-five minutes of instruction in social studies or science, ten minutes of handwriting or grammar instruction, forty-five minutes of writing instruction, twenty minutes of instruction in character development and structured-choice time, and forty-five minutes of instruction in music and performing arts or physical education.

Learning does not stop after the school day comes to a close. Each scholar, including each Kindergarten scholar, takes home at least twenty minutes of homework, which we call Life's Work, as well as fifteen to thirty minutes of independent reading every evening—including weekends and holidays. Parents/guardians review and sign each evening's assignment upon completion.

### **Measurable objectives**

We have set the following goals to measure how well we fulfill our mission of preparing all students to enter and succeed in college. After at least three years of ReGeneration's program,

- 90 percent of eighth graders enroll in a college-prep high school;
- Students, on average, outperform the state on the Ohio Achievement Test after three full years in the school;
- 85 percent of students are retained each year; and
- Average daily attendance is 95 percent.

To assess progress during the year, we set the following interim assessment goals:

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**ELA interim assessment: Grades K–2**

ELA IAs	Percent of students scoring $\geq 50\%$	Percent of students scoring $\geq 65\%$	Percent of students scoring $\geq 75\%$
Cycle 1	80%	70%	65%
Cycle 2	85%	75%	70%

**ELA interim assessment: Grades 3–4**

ELA IAs	Percent of students scoring $\geq 55\%$	Percent of students scoring $\geq 65\%$	Percent of students scoring $\geq 75\%$
Cycle 1	65%	55%	20%
Cycle 2	65%	55%	20%

**Math interim assessment: Grades K–2**

Math IAs	Percent of students scoring $\geq 55\%$	Percent of students scoring $\geq 65\%$	Percent of students scoring $\geq 75\%$
Cycle 1	80%	70%	60%
Cycle 2	80%	70%	65%
Cycle 3	80%	75%	80%

**Math interim assessment: Grades 3–4**

Math IAs	Percent of students scoring $\geq 55\%$	Percent of students scoring $\geq 65\%$	Percent of students scoring $\geq 75\%$
Cycle 1	70%	50%	40%
Cycle 2	70%	60%	40%
Cycle 3	80%	65%	60%

**STEP: Grades K–4 STEP**

Grade (EOY Benchmark)	% of students at EOY benchmark in <b>October</b>	% of students at EOY benchmark in <b>January</b>	% of students at EOY benchmark in <b>June</b>
K (STEP 4)	0%	30%	90%
1 (STEP 7)	30%	60%	90%
2 (STEP 9)	30%	60%	90%
3 (STEP 12)	30%	60%	90%
4 (STEP 14)	30%	60%	90%

**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 events.

**A.4 Target population**

It is ReGeneration’s mission to help educationally disadvantaged populations obtain an excellent education that prepares them to enter and succeed in college. To that end, ReGeneration Chicago historically has located in neighborhoods that are predominantly low-income and African American on the South Side of Chicago—Englewood, Washington Park, and Avalon Park/South Shore. ReGeneration Chicago’s population is 90 percent eligible for free or reduced-price lunch, 92 percent African American, 6 percent Hispanic, and 4 percent English-language learners, mirroring our surrounding communities. We expect to serve similar neighborhoods and populations in Cincinnati.

**A.5 School calendar and daily schedule**

First day of school:	August 20, 2019
School day start/end time:	7:45 a.m.–3:20 p.m.
Hours in school day:	7 hours and 35 mins
Number of instructional minutes (core instruction) per day:	5 hours and 45 minutes (345 minutes)
Number of instructional school days per year:	188
Number of supplemental instruction hours per day:	1 hour and 20 minutes
Time devoted to staff development during school year (indicate days or hours):	5 full days + 2 hours weekly

The school calendar and schedule may be changed at the discretion of the school leader or Governing Authority.

**A.6 Special student populations**

ReGeneration Schools welcomes all students, including students with disabilities, English learners, and other educationally disadvantaged students. All of our enrollment materials state that we do not discriminate, and all enrollment materials are available in Spanish and English. For students with special needs and who are learning English, we follow the extensive research showing that access to core instruction with general-education students is extremely helpful for academic and social growth.

**Special education**

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When enrolling at ReGeneration, families are asked if their child has a disability or an IEP from his or her previous school. We use this information to formally request school records from the child's previous school and identify if there is an IEP and evaluation results. Once a student enrolls, the case manager discusses the IEP with the family, observes the child's performance at school, and revises the IEP to adhere to effective practice and truly provide an individualized education for the child.

For general-education students at ReGeneration who struggle, we provide increasingly intensive intervention. Students who do not make progress or respond to intervention may be referred for evaluation for disabilities, in which case the school works with teachers, parents, and related service providers to determine eligibility for special education and, if eligible, design an effective IEP.

ReGeneration provides a continuum of services to meet students' needs in the least-restrictive environment for that child: general-education class with accommodations and modifications, supplemental resource class, general-education class with inclusion, partial pull out, and full-day pull out.

ReGeneration typically provides some related services, such as social work and some nursing, through full-time staff. Related services, such as speech, occupational therapy, physical therapy, school psychology, and certified school nursing, are provided through contracted agencies.

### **English-language learners**

As noted earlier, our core literacy program is based on best practices for both native English speakers as well as English-language learners. Each year we conduct an identification process for all potential scholars with limited English proficiency (LEP) through a home language survey and state-approved English-language-proficiency screener. Students demonstrating limited English proficiency on the screener receive additional support and programs to assist in English-language acquisition and the application of language skills.

ReGeneration Schools designed its English-language-learner program on the best and most current research on preparing English-language learners to succeed in and graduate from college. We are continually refining the program to meet the evolution of Illinois Administrative Code 228 and will refine to meet Ohio state law, as well. To strengthen our transitional bilingual program as required by recent changes in Illinois state law, we are beginning case-study research on Voices Charter School, one of the top three performing dual-language schools in California.

### **Homeless students**

The school social worker serves as the coordinator for homeless-student services. Students are identified through school-registration materials and through relationships with the social worker, office manager, principal, and other school staff. ReGeneration provides a free and appropriate education for all students in temporary living situations as well as connections to appropriate social services.

**Gifted and talented students**

ReGeneration administers the NWEA MAP assessment to all students, which is one of Ohio’s approved tests for identifying specific academic ability. Students performing at or above the ninety-fifth percentile will be identified as gifted. Students are grouped by prior achievement in classes to differentiate instruction for all learners, including gifted and talented students.

ReGeneration’s founding principal and instructional leaders will select assessments for superior cognitive ability, creative-thinking ability, and visual and performing-arts ability in order to universally screen students for those areas.

**A.7 School mission specific goals**

The academic measures below, which may be changed at the discretion of the school leader or board, are consistent with our college-prep mission. If the school meets the targets below, we are confident that we will fulfill our mission. The majority of the measures are from the Thomas B. Fordham Foundation accountability and performance indicators. We will incorporate our performance against these measures into a balanced scorecard that we share with our parents and the public in an annual report. We also will share the results and discuss them with parents at annual orientation sessions.

% of eighth graders who enroll in a college-prep high school	90%+
% of students who meet or exceed Ohio Achievement Test expectations after three full years	Outperform the state average
Performance index <sup>4</sup> (PI)	80%+
Value added <sup>5</sup>	0 to 3.9
Graduation rate (4 year)	84%+
Graduation rate (5 year)	85%+
K–3 literacy improvement	C
Performance versus local market: <sup>6</sup> PI	Ranked 70%+ in PI score
Performance versus local market: value added	Ranked in top 20th percentile in value-added score
Performance versus statewide charters: PI	Ranked in 70 <sup>th</sup> + percentile in PI score
Performance versus statewide charters: value added	Ranked in 70 <sup>th</sup> + percentile in value-added score

<sup>4</sup> The PI percentage is calculated as follows: school’s PI score / 120 (the highest possible PI score).

<sup>5</sup> 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.

<sup>6</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the Ohio Department of Education) 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 Ohio Department of Education.

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Current ratio of assets to liabilities	Ratio is between 1.0 and 1.1 AND one-year trend is positive (current year's ratio is higher than last year's)
Days cash	Between thirty and sixty days cash
Current-year enrollment variance <sup>7</sup>	Actual enrollment is 90%+ of budgeted enrollment in most recent year
Multiyear ratio of assets to liabilities <sup>8</sup>	Ratio is between 1.0 and 1.1 for at least the most recent year
Multiyear cash flow	Cash flow is positive for at least one of the most recent two years
Total margin (TM) and aggregated three-year total margin <sup>9</sup> (ATTM)	ATTM is greater than -1.5%, the trend is positive for the last two years, AND the most recent year TM is positive

% of students persisted	85%+
% student average daily attendance	95%+
Records compliance <sup>10</sup>	79%+
On-time records submission rate	79%+
Financial records submitted monthly	79%+
Annual audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit

**A.8 School climate and discipline**

The ReGeneration team believes that all students have the right to a safe and orderly school. Effective learning cannot occur in an atmosphere of chaos and disorder. Creating an environment of order and structure, in which teachers can focus on teaching and students can focus on learning, is essential to our ability to deliver on our mission. We therefore hold students to high, clear expectations for both academics and behavior, summarized in a Code of Conduct. The Code of Conduct is an agreement between families, students, and the school that is shared with students and families at multiple points throughout the year to make sure it is understood and to ensure that it stays in the forefronts of their minds.

<sup>7</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>8</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

<sup>9</sup> TM 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 TM is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. The ATTM 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 TM in the most recent year to meet the standard. TM = net income/total revenue. ATTM = total three-year net income/total three-year revenues.

<sup>10</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

The Code is clear and detailed and includes consequences, both positive and negative. Staff will enforce the Code uniformly—even provisions that may seem inconsequential, such as keeping shirts tucked in. By focusing seriously on rules and behavioral standards in the early grades, we believe we can create an environment conducive to effective learning.

We also create structure and order by placing special emphasis on our daily, weekly, and annual rituals. We believe, as does Dr. Lorraine Monroe, the founder of the Frederick Douglass Academy, that such rituals serve the essential purpose of enabling students to “anticipate a routine within the charter school that is often lacking in their families and their communities.” Uniformity in practice cuts across our classrooms: students will know what to expect and how to succeed. They will see the same blackboard configurations, the same organizational structures around homework, and the same writing process in every grade and subject.

Each year, ReGeneration reviews its code of conduct to ensure that it facilitates an orderly environment that is conducive to learning while acknowledging the needs of students and families. Teachers are trained on the Code of Conduct during their induction at the beginning of their first school year. All teachers review the Code annually during back-to-school professional development.

### **A.9 Assessments and intervention**

#### **Assessments**

At ReGeneration, we believe that data is a “super lever” in closing the achievement gap. We invest several full days and several hours per week in developing leaders’ and teachers’ capacity to use data to better understand our progress, what precisely students do and do not understand, and how to adapt our teaching in response to student misconceptions. We use a variety of formative assessment methods to see a full picture of student learning, to ensure students are learning to a college-ready bar of rigor, and to drive instructional decisions.

The school-based director of operations is responsible for implementing assessments and collecting and reporting data for the following elements to our approach to assessment:

- **Interim assessments:** ReGeneration will use interim assessments from Uncommon Schools’ curriculum. For nationally normed growth and Ohio’s K-3 literacy guarantee ReGeneration will use NWEA MAP. After each interim assessment, teachers use network-wide tools we have adapted from *Driven by Data* by Paul Bambrick-Santoyo (2010) to analyze student wrong answers to plan full-class reteaching and small-group tutoring.
- **STEP Assessment of Developmental Literacy (Grades K–4):** Elementary teachers assess students’ developmental literacy skills on a granular level with the University of Chicago’s STEP assessment three to five times per year. Student errors on the STEP test are coded and tracked and are then used to create a detailed six-week guided-reading plan for differentiated, small-group student interventions.

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- **Weekly data meetings:** School-based teams review student work weekly using the Leverage Leadership Institute Weekly Data Meeting Protocol. Teachers use the protocol to unpack what each student does not understand but needs to understand in order to master the standard(s) being assessed. Principals coach teachers around a response to data that can be implemented immediately in the next class and address a key student misunderstanding.
- **Daily assessment:** The curriculum includes “Exit Tickets” for each lesson that teachers use to inform instruction the next day. Even before the exit ticket, teachers use a variety of checks for understanding to adapt instruction in the moment. The greatest lever is aggressive monitoring of student work. Whenever students put pencil to paper, the teacher circulates to every student within a few minutes, with a pen in hand, to deliver quick written feedback. The teacher collects data while students work and respond to that data with reteaching in the moment.
- **Academic dashboard:** Data from STEP and interim assessments is reported in an academic dashboard within forty-eight hours of each assessment administration. This is made possible through our Illuminate data system and through the relentless work of our data associate and campus operations teams. The academic dashboard measures the interim assessment goals noted earlier.
- **Family and student access to assessment results:** ReGeneration keeps students and parents informed of assessment data by doing the following:
  - Meeting with families in person for at least three formal report card conferences each year to discuss their children’s progress. The report cards are handed out in person during these conferences, rather than in advance, so that they are opportunities for question and discussion between families and school staff.
  - Sending home daily behavioral updates for elementary students in the form of a behavior log, sent home in each child’s homework folder, which must be signed and returned to school the next day.
  - Providing a summary of homework assignments for all upper elementary classes each night through a voicemail system and asking families in all grade levels to check and sign that their child has completed all homework each night.
  - Creating regular events in which families are invited into the school to celebrate student work.
  - Holding monthly meetings of “Families for Achievement” for parents to learn about how to help their students, to connect with and support each other, to support the school in reaching its goals, and to pursue a variety of other means for advancing the school-parent partnership.

### **Intervention**

Where students are struggling based on data, we have a variety of supports built into our core schedule and practices. As part of our early-release Fridays, teachers identify where students need additional support via individual, small-group, or whole-class additional work. Our coteaching model is critical to providing this support, allowing our teachers to flex based on student needs

during our long literacy and math blocks.

Teachers differentiate their instruction in response to data in a variety of ways, both to groups and individual students. Teachers ensure that all students' needs are met through a combination of direct instruction, small-group instruction, and the allocation of individual learning tasks. In alignment with our college-prep mission, students across ability levels learn grade-level objectives in their classes. In planning, teachers scaffold their lessons by adding more real-world examples to their direct instruction, integrating manipulatives or visuals into guided practice, providing additional word-study opportunities, and explicitly connecting material to students' prior knowledge. For instructional delivery, teachers work with their instructional leader in order to tailor their practice for the students in their classes. Teachers submit their class work or assessments to the instructional leader in order to receive feedback on the format, design, and accessibility of materials. Differentiation occurs in all of our classes through the targeted questioning that our teachers provide—even to the extent of scripting who they are going to call on with which questions in their lesson plans.

### **Student promotion and retention**

In order to be promoted to the next grade level, students must pass all six academic courses by earning at least a seventy in each of their classes. If a student is not earning at least a seventy in each of their classes in January, the school will begin initial conversations with the student's parents. Frequent communication between teachers and families continues after each subsequent interim assessment, ensuring that students and parents remain part of the school community even if they are not promoted. Part of the parent agreement, which is signed at the start of each school year, communicates this plan to parents so they know to expect communication from schools regarding their child's promotion status.

Additionally, students with more than ten full-day absences in a school year will not be promoted. Every three tardies counts as an absence, so students can be retained due to excessive tardiness, excessive absences, or a combination of the two.

### **Feedback cycle for staff**

Staff are observed regularly by our principal and/or dean of curriculum and instruction. Teachers are observed every day and have feedback meetings every other week. Teachers in need of extra support have a feedback meeting at least once a week. Together, the teacher and dean develop one student-culture and one academic-rigor action step for each teacher during observation using a guide developed by the Relay Graduate School of Education, which provides professional development for all of our school leaders. After each observation, the teacher and dean discuss using the Leverage Leadership See it/Name it/Do it feedback template to lead the feedback meeting.

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**EXHIBIT 2: FINANCIAL PLAN**

**B.1 Budget summary**

The five-year projected budget is included below. Projections are subject to revision at the discretion of the Governing Authority.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>REVENUE</b>					
<b>Basic education program (state/local)</b>					
<b>Opportunity Grant</b>	\$ 1,064,880	\$ 1,629,162	\$ 2,215,716	\$ 2,824,890	\$ 2,881,440
<b>Targeted assistance</b>	\$ 11,275	\$ 17,148	\$ 23,177	\$ 29,363	\$ 30,146
<b>Economic disadvantaged funding</b>	\$ 147,987	\$ 226,444	\$ 307,876	\$ 392,675	\$ 400,505
<b>Limited English proficiency funding</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Special education funding</b>	\$ 111,048	\$ 182,197	\$ 223,183	\$ 276,162	\$ 281,694
<b>Facilities funding</b>	\$ 34,800	\$ 52,200	\$ 69,600	\$ 87,000	\$ 87,000
<b>Other revenue, state or local sources (please describe)</b>	\$ 55,680	\$ 85,086	\$ 115,884	\$ 118,320	\$ 120,756
<b>Other revenue, state or local sources (please describe)</b>	\$ -	\$ -	\$ -	\$ 22,174	\$ 22,618
<b>Federal revenue/CCIP</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Title I</b>	\$ 171,270	\$ 262,386	\$ 357,156	\$ 455,580	\$ 465,150
<b>Title II</b>	\$ 8,298	\$ 12,447	\$ 16,596	\$ 20,745	\$ 20,745
<b>Other revenue, federal sources (please describe)</b>	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946	\$ 66,245
<b>Other revenue, federal sources (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other revenue, federal sources (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other revenue, federal sources (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other revenue, federal sources (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other revenues</b>	\$ -	\$ -	\$ -	\$ -	\$ -

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<b>Food services</b>	\$ <b>88,740</b>	\$ <b>135,772</b>	\$ <b>184,650</b>	\$ <b>235,429</b>	\$ <b>240,138</b>
<b>PCSP</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Donor</b>	\$ <b>936,655</b>	\$ <b>583,706</b>	\$ <b>378,087</b>	\$ <b>94,259</b>	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total revenue</b>	\$ <b>2,691,833</b>	\$ <b>3,248,972</b>	\$ <b>3,955,597</b>	\$ <b>4,621,543</b>	\$ <b>4,616,437</b>
<b>EXPENDITURES</b>					
<b>Personnel expenses</b>					
<b>Wages, benefits (health care), and payroll taxes</b>	\$ <b>1,231,073</b>	\$ <b>1,642,082</b>	\$ <b>2,125,599</b>	\$ <b>2,565,158</b>	\$ <b>2,616,086</b>
<b>STRS/SERS (employer pension contribution)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Professional development</b>	\$ <b>20,400</b>	\$ <b>20,808</b>	\$ <b>21,224</b>	\$ <b>21,649</b>	\$ <b>22,082</b>
<b>Bonuses</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ <b>5,100</b>	\$ <b>5,202</b>	\$ <b>5,306</b>	\$ <b>5,412</b>	\$ <b>5,520</b>
<b>Other (please describe)</b>	\$ <b>15,300</b>	\$ <b>15,606</b>	\$ <b>15,918</b>	\$ <b>16,236</b>	\$ <b>16,561</b>
<b>Other (please describe)</b>	\$ <b>15,300</b>	\$ <b>15,606</b>	\$ <b>15,918</b>	\$ <b>16,236</b>	\$ <b>16,561</b>
<b>Other (please describe)</b>	\$ <b>3,550</b>	\$ <b>5,431</b>	\$ <b>7,386</b>	\$ <b>9,417</b>	\$ <b>9,606</b>
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total personnel expenses</b>	\$ <b>1,290,722</b>	\$ <b>1,704,734</b>	\$ <b>2,191,351</b>	\$ <b>2,634,109</b>	\$ <b>2,686,416</b>
<b>Instructional supplies and resources</b>					
<b>Textbooks</b>	\$ <b>24,847</b>	\$ <b>15,388</b>	\$ <b>17,080</b>	\$ <b>18,834</b>	\$ <b>7,204</b>
<b>Library, periodicals, etc.</b>	\$ -	\$ -	\$ -	\$ -	\$ -

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<b>Technology</b>	\$ 8,388	\$ 8,349	\$ 10,930	\$ 13,720	\$ 12,007
<b>Assessment materials</b>	\$ 2,662	\$ 4,073	\$ 5,540	\$ 7,063	\$ 7,204
<b>Computers</b>	\$ 57,681	\$ 42,995	\$ 50,779	\$ 58,857	\$ 16,021
<b>Software</b>	\$ 7,099	\$ 10,862	\$ 14,772	\$ 18,834	\$ 12,211
<b>Other classroom supplies</b>	\$ 8,874	\$ 13,577	\$ 18,465	\$ 23,543	\$ 24,014
<b>Field trips, other unclassified items</b>	\$ 3,550	\$ 5,431	\$ 7,386	\$ 9,417	\$ 9,606
<b>Cocurricular &amp; athletics</b>	\$ 1,775	\$ 2,715	\$ 3,693	\$ 4,709	\$ 4,803
<b>Other (please describe)</b>	\$ 1,775	\$ 2,715	\$ 3,693	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total instructional supplies and resources</b>	\$ 116,651	\$ 106,105	\$ 132,338	\$ 154,977	\$ 93,069
<b>Support supplies and resources</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Administrative computers</b>	\$ 21,030	\$ 15,356	\$ 19,293	\$ 23,786	\$ 16,810
<b>Administrative software</b>	\$ 5,324	\$ 8,146	\$ 11,079	\$ 14,126	\$ 14,408
<b>Administration dues, fees, misc. expenses</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Office supplies</b>	\$ 4,437	\$ 6,789	\$ 9,233	\$ 11,771	\$ 12,007
<b>Other (please describe)</b>	\$ 15,973	\$ 24,439	\$ 33,237	\$ 42,377	\$ 43,225
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -

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<b>Other (please describe)</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Total support supplies and resources</b>	\$	\$	\$	\$	\$
	<b>46,764</b>	<b>54,730</b>	<b>72,841</b>	<b>92,061</b>	<b>86,450</b>
<b>Board expenses</b>					
<b>Charter board services, including board training, retreats</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Charter board supplies &amp; equipment</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Charter board dues, fees, etc.</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Charter board D &amp; O insurance</b>	\$	\$	\$	\$	\$
	<b>1,850</b>	<b>1,850</b>	<b>2,516</b>	<b>3,208</b>	<b>3,272</b>
<b>Other (please describe)</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Other (please describe)</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Other (please describe)</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Other (please describe)</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Other (please describe)</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Total board expenses</b>	\$	\$	\$	\$	\$
	<b>1,850</b>	<b>1,850</b>	<b>2,516</b>	<b>3,208</b>	<b>3,272</b>
<b>Professional purchased or contracted services</b>					
<b>Legal services</b>	\$	\$	\$	\$	\$
	<b>1,775</b>	<b>2,715</b>	<b>3,693</b>	<b>4,709</b>	<b>4,803</b>
<b>Audit services</b>	\$	\$	\$	\$	\$
	<b>17,340</b>	<b>17,687</b>	<b>18,041</b>	<b>18,401</b>	<b>18,769</b>
<b>Payroll services</b>	\$	\$	\$	\$	\$
	<b>5,100</b>	<b>5,202</b>	<b>5,306</b>	<b>5,412</b>	<b>5,520</b>
<b>Accounting services</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Printing/newsletter/annual report services</b>	\$	\$	\$	\$	\$
	<b>2,662</b>	<b>4,073</b>	<b>5,540</b>	<b>7,063</b>	<b>7,204</b>
<b>Consultants</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Internet services</b>	\$	\$	\$	\$	\$
	-	-	-	-	-
<b>Telephone/telecommunication services</b>	\$	\$	\$	\$	\$
	<b>76,500</b>	<b>78,030</b>	<b>79,591</b>	<b>81,182</b>	<b>82,806</b>

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<b>Liability insurance</b>	\$ <b>3,970</b>	\$ <b>6,074</b>	\$ <b>8,261</b>	\$ <b>10,532</b>	\$ <b>10,743</b>
<b>Fidelity insurance</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Unemployment insurance</b>	\$ <b>26,528</b>	\$ <b>35,384</b>	\$ <b>45,803</b>	\$ <b>55,275</b>	\$ <b>56,372</b>
<b>Workers' compensation insurance</b>	\$ <b>6,914</b>	\$ <b>10,371</b>	\$ <b>13,828</b>	\$ <b>17,285</b>	\$ <b>18,710</b>
<b>Student insurance coverage</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Travel</b>	\$ <b>2,193</b>	\$ <b>3,017</b>	\$ <b>3,926</b>	\$ <b>4,979</b>	\$ <b>5,079</b>
<b>Postage</b>	\$ <b>5,324</b>	\$ <b>8,146</b>	\$ <b>11,079</b>	\$ <b>14,126</b>	\$ <b>14,408</b>
<b>Special education services</b>	\$ <b>62,118</b>	\$ <b>95,041</b>	\$ <b>129,255</b>	\$ <b>164,800</b>	\$ <b>168,096</b>
<b>Student information services</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Food service</b>	\$ <b>88,740</b>	\$ <b>135,772</b>	\$ <b>184,650</b>	\$ <b>235,429</b>	\$ <b>240,138</b>
<b>Transportation</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ <b>13,888</b>	\$ <b>15,437</b>	\$ <b>16,791</b>	\$ <b>18,604</b>	\$ <b>19,317</b>
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other (please describe)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total professional purchased or contracted services</b>	\$ <b>313,052</b>	\$ <b>416,949</b>	\$ <b>525,763</b>	\$ <b>637,797</b>	\$ <b>651,965</b>
<b>Facilities</b>					
<b>Rent, mortgage, or other facility cost</b>	\$ <b>328,686</b>	\$ <b>328,686</b>	\$ <b>328,686</b>	\$ <b>328,686</b>	\$ <b>328,686</b>
<b>Furniture</b>	\$ <b>46,145</b>	\$ <b>25,344</b>	\$ <b>26,774</b>	\$ <b>28,251</b>	\$ <b>4,803</b>
<b>Gas/electric</b>	\$ <b>77,648</b>	\$ <b>79,200</b>	\$ <b>80,784</b>	\$ <b>82,400</b>	\$ <b>84,048</b>
<b>Water</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Groundskeeping</b>	\$ <b>20,400</b>	\$ <b>20,808</b>	\$ <b>21,224</b>	\$ <b>21,649</b>	\$ <b>22,082</b>

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<b>Maintenance services</b>	<b>\$ 25,500</b>	<b>\$ 26,010</b>	<b>\$ 26,530</b>	<b>\$ 27,061</b>	<b>\$ 27,602</b>
<b>Custodial</b>	<b>\$ 8,874</b>	<b>\$ 13,577</b>	<b>\$ 18,465</b>	<b>\$ 23,543</b>	<b>\$ 24,014</b>
<b>Waste disposal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total facilities</b>	<b>\$ 507,253</b>	<b>\$ 493,626</b>	<b>\$ 502,464</b>	<b>\$ 511,590</b>	<b>\$ 491,234</b>
<b>Other</b>					
<b>Contingency</b>	<b>\$ 53,482</b>	<b>\$ 79,958</b>	<b>\$ 107,325</b>	<b>\$ 135,819</b>	<b>\$ 135,000</b>
<b>CMO/EMO fee</b>	<b>\$ 319,464</b>	<b>\$ 325,853</b>	<b>\$ 332,370</b>	<b>\$ 338,987</b>	<b>\$ 345,773</b>
<b>Sponsor fee</b>	<b>\$ 42,595</b>	<b>\$ 65,166</b>	<b>\$ 88,629</b>	<b>\$ 112,996</b>	<b>\$ 115,258</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other (please describe)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total other</b>	<b>\$ 415,541</b>	<b>\$ 470,978</b>	<b>\$ 528,324</b>	<b>\$ 587,801</b>	<b>\$ 596,030</b>
<b>Total expenditures</b>	<b>\$ 2,691,833</b>	<b>\$ 3,248,973</b>	<b>\$ 3,955,597</b>	<b>\$ 4,621,543</b>	<b>\$ 4,608,436</b>
<b>Surplus/deficit</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 8,001</b>
<b>Cumulative surplus/(deficit)</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ 8,001</b>

## **B.2 Financial management**

ReGeneration Schools's chief financial officer is responsible for establishing the network's fiscal policies, which the school's Governing Authority is expected to review and approve. Though the ReGeneration Schools charter-management organization manages the school's finances, the school's operations leader is an essential part of the following processes.

### **Cash disbursements**

#### ***Invoices by mail or email sent to home office***

The following procedures are followed for all invoices received by mail or email at the home office:

1. The CFO opens all mail addressed to accounts payable.
2. The CFO scans all invoices received by mail and downloads all invoices received by email.
3. For home-office invoices, the CFO verifies that goods and services were received with the home-office-based staff.
4. The CFO or CFO's designee will code and approve all invoices through Quattro's Check Request form. If a designee codes invoices on the check request, the CFO reviews and approves the check request.
5. The CFO puts all check requests in a weekly accounts-payable batch and sends to Quattro every Wednesday. If any questions arise, the firm sends a list of queries to the CFO to answer.
6. Once all queries are answered, Quattro enters all check requests in the accounting software. This loads into Quattro's payment platform, QPort.
7. The CFO logs into the QPort portal and selects and verifies checks to pay from the home-office account by Friday at 12 p.m.
8. The CEO and chief of staff review all disbursements and initiate stop payments in the event that they are necessary.
9. Quattro receives email notification of the created check batch and prints and mails the checks as directed on the request form.

All checks are printed with appropriate signatures. Paid invoices are stored electronically in the accounting system and in the Portal.

#### ***Invoices by mail or email sent to campuses***

The following procedures are followed for all invoices received by mail or email at the school campuses:

1. For school-based invoices received at the home office, the CFO will email to school-based directors of operations (DO) by each Tuesday.
2. The DO opens all mail addressed to director of operations or campus-based accounts payable.
3. The DO scans all invoices received by mail and downloads all invoices received by email,

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including those from CFO.

4. For campus-based invoices, the DO verifies that goods and services were received.
5. The DO codes and approves all invoices through Quattro's Check Request form.
6. The DO puts all check requests in a weekly accounts-payable batch and sends to Quattro every Wednesday. If any questions arise, the firm sends a list of queries to the CFO to answer.
7. Once all queries are answered, Quattro enters all check requests in the accounting software. This loads into Quattro's payment platform, QPort.
8. The DO logs into the QPort portal and selects invoices to pay from the campus-based account by Friday at 10 a.m.
9. The DO, CFO, CEO, and chief of staff receive the list of selected and verified checks to review via email.
10. The CFO logs into the QPort portal and approves payments of the invoices selected from the campus account by Friday at 12 p.m.
11. Quattro receives email notification of the created check batch and prints and mails the checks as directed on the request form.

ReGeneration Schools maintains two (2) sets of checks. One set of checks is maintained in a locked cabinet in the ReGeneration Accounting Office. This set of checks is only used for payments that must be paid right away. The other set of checks is maintained at Quattro. A check is generated through the accounting software by Quattro. The CFO applies a digital signature on the checks of the CEO.

Stacey Shells (CEO), Matt Walter (CFO), and Elissa Klein (chief of staff) are authorized check signers. Each can individually sign checks of amounts up to \$25,000, although dual signatures are preferred in all cases. Dual signatures are preferred for all checks and required for checks in excess of \$25,000.

Paid invoices are stored electronically in the accounting system. Quattro mails the check for payment to the vendor. The bank statement is reviewed monthly online by the CFO. All bank accounts are reconciled to the general ledger on a monthly basis by Quattro and reviewed by the CFO.

### **Reimbursements**

Employee reimbursements are filled out on an official request form and submitted to the CFO with supporting receipts. The Expense Reimbursement form must be signed by both the employee and the employee's manager. The form details the requestor, the items purchased, and the date and amount of the purchase.

Once approved, an expense reimbursement is added to the weekly accounts-payable batch and sent to Quattro to go through the check request entry, selection, verification, printing and mailing process. Quattro reviews the form, the receipts, and calculates mathematical accuracy. DOs must select the expense report for payment in the QPort portal, and the CFO must approve payments for all expense reports before Quattro can print and mail the checks.

### **Credit card transactions**

Senior staff have credit cards, with the exception of the finance staff (CFO and Quattro). On a monthly basis, Quattro downloads credit card activity and distributes it to CFO for coding and for compiling the associated receipts.

All receipts are scanned and stored with the credit card statements. Quattro enters into the general ledger.

### **Vendors authorized for ACH payments**

The following types of transactions/vendors occur through ACH payments:

- Payroll and payroll taxes
- Garnishments, payments to CTPF, flexible spending plans, and retirement plans

Invoices and payroll journals are reviewed by the CFO prior to processing. The processed payroll is generated and input into the general ledger. These transactions are reviewed per pay-period basis through the bank-reconciliation reports.

### **Petty cash**

ReGeneration eliminated physical petty cash in FY17. The new petty-cash process is as follows:

- CFO purchases one \$500 gift card per campus and distributes to school-based DO to use for petty-cash expenses only when a purchase order or expense reimbursement is not possible.
- DO maintains all receipts and records all transactions on an official expense report.
- After spending the full gift card, the DO sends the expense report and receipts to the CFO for review and approval.
- The DO may not receive a new gift card without reconciling the previous one.

### **Financial reporting**

ReGeneration uses GP 2013 to process financial transactions. The modules used in this system are accounts payable, accounts receivable, intercompany, bank, and general ledger. All modules are connected, and as each transaction is posted, it flows through to the general ledger for financial-statement creation. All reports are created as schedules after all balance-sheet accounts are reconciled. We also have a web portal to view details for posted accounts-payable data and income statements.

### ***Internal reports***

Weekly

- Cash position

Monthly

- Claim reimbursement
- Balance sheet
- Income statement—budget vs. actual
- Trial balance
- General ledger

**Payroll**

ReGeneration ensures that all payroll monies paid are accurate and, with proper authorization, disbursed to the parties intended. All payroll disbursements are properly recorded, comply with all laws and applicable tax regulations, and have been properly reconciled.

**Annual audits**

ReGeneration hires a third party to conduct an annual audit. The auditor is a certified public accountant who audits the financial records in accordance with generally established accounting principles.

Additional financial systems may be developed as directed by the board.

**B.3 Transportation, food service, and other partnerships**

**Transportation**

Transportation services for ReGeneration are provided by Cincinnati Public Schools (CPS).

**Food service**

ReGeneration shall provide breakfast, lunch, and snack for students.

ReGeneration will participate in the federal free- and reduced-price breakfast, lunch, and snack programs administered by the U.S. Department of Agriculture and will adhere to all applicable requirements including, but not limited to, meal pricing, determination of eligibility, nutritional value, and reporting. Any and all food-service subsidy revenues received from the federal and state meal programs shall be used exclusively for the purpose of providing meals to eligible students and for no prohibited purpose.

ReGeneration expects to contract with a vendor for the provision of food services.

**Health services**

ReGeneration will comply with all health-services requirements applicable to public schools, including all federal, state, and local laws and regulations pertaining to the administration of medicines in schools. All students who have written documentation mandating administration of medication during school hours will receive the required medications from a nurse or a designated

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staff member, who will administer the medication at the prescribed time. Medicines will be kept in a secure location and be clearly labeled with their contents, dosages, and each student's name.

### **B.4 Insurance**

The Board will secure all necessary liability-insurance coverage upon execution of the this Contract, pursuant to Article III.

### EXHIBIT 3: GOVERNANCE PLAN

#### C.1 Governing body

The Governing Authority consists of influential Cincinnati residents who are eager to support the school and its mission.

##### The Board

- Hires, evaluates, and—if necessary—fires the principal (though it delegates day-to-day management of the principal to the charter-management organization);
- Hires, evaluates, and—if necessary—fires the charter-management organization;
- Develops a strategic plan for the school;
- Sets policies and ensures that the school adheres to its mission;
- Establishes fiscal policy and controls, approves the school’s budget, ensures that resources are managed effectively, and approves the school’s audit;
- Ensures that the school has adequate resources;
- Approves and assists with fundraising efforts;
- Promotes the school in the community and the media;
- Hears complaints;
- Maintains legal and ethical integrity and maintains accountability by ensuring that the school follows all appropriate local, state, and federal laws, that all personnel and board members adhere to the school’s code of ethics, that the Board adheres to the by-laws, and that personnel policies are followed;
- Nominates, orients, and evaluates its Board members; and
- Assesses its own effectiveness.

#### C.2 Governing Board composition

The Board roster is included in [Exhibit 7](#).

#### C.3 Management and operation

##### **School staffing**

ReGeneration has a dual leadership model. The principal, who is the day-to-day leader, is supported by a director of operations who “blocks and tackles” for the principal and ensures excellence in school operations. This model frees the principal to devote almost all of his/her time to instruction. A dean of students manages student behavior and culture.

Elementary classrooms are staffed by two teachers—a lead teacher and a coteacher—when public revenue permits. Early elementary classrooms—grades K–2—are prioritized for coteachers.

The principal’s primary responsibilities include the following:

- Being accountable for the school day to day
- Overseeing curriculum and instruction
- Conducting observations of and providing feedback to teachers

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- Building positive school culture
- Developing team members
- Managing the dean of students
- Setting the budget with ReGeneration Schools and the Board
- Working closely with the Board to advance the school's mission
- Building relationships with the local community

The director of operations' primary responsibilities include the following:

- Being accountable for all of the school's day-to-day operations, including food, transportation, finances, and IT
- Shielding the principal from operations
- Managing the logistics and reporting for all state and interim assessments
- Working closely with ReGeneration to manage finance and compliance

The dean of students' primary responsibilities include the following:

- Strengthening school culture
- Implementing the discipline system
- Building relationships with families through communications and programs

The grade-level lead teacher's primary responsibilities include the following:

- Conducting observations of and providing feedback to teachers
- Planning lessons
- Facilitating data analysis and department team meetings

### **Support from ReGeneration Schools**

ReGeneration Schools's home office provides schools with the following support to allow school staff to focus on excellent instruction:

- **Teaching and learning:** Led by the CEO and managing directors, ReGeneration's home office is responsible for setting network-wide achievement goals and supporting school leaders in reaching those goals. ReGeneration provides a common curriculum, trains principals in Paul Bambrick-Santoyo's Seven Levers of Leadership (student culture, staff culture, data-driven instruction, professional development, observation and feedback, instructional planning, and managing and developing leadership teams) and the *Teach Like a Champion* (Lemov 2010) teaching taxonomy. The chief of staff and data associate manage all aspects of ReGeneration's interim assessment program and dissemination of data to drive student achievement.
- **Staff recruitment, human resources, and talent management:** Led by the director of talent, the talent team works with school leaders to identify staffing needs and drives the process to recruit, interview and hire highly qualified and talented staff at all levels. The human-resources team is also responsible for the administration of benefits, organization of employee records, onboarding of new employees, and monitoring of staff satisfaction and concerns through surveys.
- **Financial management:** Led by the CFO, ReGeneration's finance department contracts

with a business-services firm with extensive charter school experience, Quattro FPO. Quattro brings extensive experience with charter schools and is more cost effective than directly hiring the necessary staff (a director of finance, staff accountant, and payroll associate). The CFO leads the Quattro team to manage all school-level and organizational finances to ensure that ReGeneration and its schools have clean audits and meet financial goals. These responsibilities include developing the annual budget for the home office and each campus, producing monthly and annual financial statements, running payroll, budgeting, overseeing procurement, and maintaining relationships with banking institutions for financing needs.

- **Fundraising:** ReGeneration assumes responsibility for securing the philanthropy required to scale up schools and secure facilities.
- **Facilities:** The CFO works with each school-level director of operations to manage and monitor the facilities operations of each school, ensuring campuses are clean and safe. As ReGeneration takes on new schools, the CMO will manage all negotiations of lease or purchase agreements.
- **Information technology (IT):** IT is responsible for addressing all technology needs for its schools, including the student information system (PowerSchool) and troubleshooting and installation and maintenance of software. IT also ensures each ReGeneration campus has the necessary equipment and resources to facilitate learning and administer adaptive progress monitoring.
- **Compliance:** Led by the CFO, ReGeneration's home office receives and consolidates all compliance reporting requests to collect requisite data for reporting to ensure that schools are 100 percent compliant with our authorizers and state guidelines and mandates.
- **Specialized services:** Specialized student services are led by the director of special education. The team guides ReGeneration practice to accelerate the achievement of students with disabilities, English learners, and other struggling learners and ensures compliance with special-education law and policy.

### C.3.1 Records

The board 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 records, financial records, payroll-related records, reports, and other. The executive director or his/her 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

#### **Recruitment, selection, and evaluation for all staff**

ReGeneration's director of talent drives a nationwide teacher and staff recruitment process. To ensure that ReGeneration recruits an effective teaching staff that is aligned with the school's mission and culture, ReGeneration Schools pursues the following strategies:

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- Attending college career fairs; conducting on-campus interviews and information sessions; hosting webinars and open houses; hosting workshops, panels, and speakers; posting jobs extensively online; and utilizing current staff for referrals
- Partnering with high-quality schools of education, including historically black colleges and universities, and conducting outreach to education programs at local colleges and universities
- Partnering with Relay Graduate School of Education to recruit aligned and well-trained teachers
- Building close relationships with Teach For America regions to recruit experienced alumni
- Thoroughly tracking data to ensure that recruitment strategies target mission- and culture-aligned candidates

Applicants undergo a rigorous screening and interview process to ensure that ReGeneration teachers are committed to the mission of the school and able to execute the rigorous and ambitious curriculum effectively. The hiring process includes initial resume submission and online application, phone interview by the ReGeneration CMO, in-person sample lesson and interview at the school, and reference checks.

ReGeneration uses the following criteria to actively recruit, hire, and make critical decisions about teachers and staff:

- Mastery of subject knowledge and passion for what they teach
- Preferably at least two years of teaching experience in an urban school
- Belief in measuring student performance in meaningful and rigorous ways
- Proven ability to be trained in managing a classroom
- Commitment to preparing every student for college
- Ability to get along with others and work as a team
- An entrepreneurial spirit and approach to teaching and school reform
- Understanding of the importance of a structured academic and behavioral environment
- Understanding of the meaning of high academic and behavioral expectations
- Understanding of the need for extra support for students who need it

Most importantly, ReGeneration hires and retains teachers who create dynamic learning environments, develop curriculum that targets a variety of learning styles, and—whenever possible—engage students by connecting their classes to the themes relevant to students’ lives. In addition, teachers undergo a rigorous review process and regular professional development both before and during the school year.

Continuing to identify and develop strong talent among ReGeneration’s teaching faculty is critical to (1) help ensure there is a strong pipeline of talent and leadership who know and are familiar with the school’s systems, its students, and Cincinnati; (2) ensure that when a leadership transition occurs, the leadership bench has people who have deliberately been developed to assume these roles; and (3) continue to provide leadership opportunities to its teachers—not just at the principal level—so that they see the school as a place they can develop and thus remain committed to Cincinnati in the long term.

Teachers are observed daily and receive feedback at least biweekly. Staff performance is evaluated formally midyear and at the end of the school year.

### **Job descriptions for all staff**

Extensive job descriptions for all roles are included at Attachment M of the Application for Sponsorship. See above for primary responsibilities of key positions (C.3).

### **Benefits and estimated salary ranges**

Benefits may include, but not be limited to, the following:

- Employer pension
- Employer 2 percent match of pension or 403b contribution
- Health and dental insurance
- Life and disability insurance

### **C.5 Professional development**

Professional development is delivered to all teaching and support staff and differentiated for the different groups based on the topic/objective(s). The general topics for professional development are aligned to network and school-based strategic goals in the realms of

- Data-driven instruction,
- Planning,
- Observation and feedback,
- Student culture,
- Staff culture, and
- Leadership team development and management

Specific objectives for professional development are determined based on multiple sources of data (including interim assessments, standardized tests, observations, and teacher feedback and requests). Facilitators include network leadership, school principals, school-based leadership (grade-level and department leads), and outside consultants who have proven results.

Professional-development objectives are directly aligned with the most important needs of the school at the time of the workshop. The agendas, based on Leverage Leadership's *Living the Learning* framework, include activities which are tightly planned and relevant to core objectives. Facilitators are expected to script high-quality discussion questions and provide time for sharing, framing, and application.

ReGeneration releases students early every Friday and holds sacred that time for principal-led professional development. This time is not a weekly "faculty meeting." This time is used to strengthen both culture and instruction with hands-on training that sticks. School-based Friday professional development rotates on the following cycle:

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- Lesson-plan internalization
- Advisory phone calls (time added to address teacher-sustainability feedback)
- Data analysis and action planning
- Teacher work time (time added to address teacher sustainability feedback)
- Teach Like a Champion taxonomy refreshers, as needed

One professional-development Friday per month is devoted to coaching teachers around internalizing the curriculum because intellectual prep and lesson delivery make the curriculum come off the page to truly engage students in meaningful, rigorous academics.

Even the strongest principal cannot go it alone. Once a ReGeneration campus has solidified its student culture and has developed several strong teachers, principals begin training a second tier of instructional leaders to expand their impact across the school. ReGeneration Schools offers opportunities for teachers to become grade-level and subject leads and principal fellows. A new partnership with Relay Graduate School of Education allows us to enroll our second-tier leaders in Relay’s Instructional Leader professional-development series and subsidize the cost. We also engage in the following activities with our principals and fellows:

- Professional-development series for principals and fellows on Seven Levers of Leadership
- Professional-development intensive on data-driven instruction, observation and feedback, and professional development
- Use school leader–managing director meeting check-in template for weekly CEO/principal meetings
- Co-observe classrooms with every principal and practice, identifying highest-leverage action step for teacher
- School leaders send video to CEO of one weekly data meeting for feedback

As mentioned above, we lead professional development according to Leverage Leadership’s *Living the Learning* framework:

<b>Objective = do it</b>	<b>Your real objective is determined by what they will practice:</b>
	<p><b>Highest leverage</b>—<u>practice the gap</u>: do the most important skills to increase proficiency</p> <p><b>Clear and measurable</b>: you can easily evaluate if they have accomplished the objective</p> <p><b>Doable</b>: you can accomplish the objective in the time you have allotted</p>
<b>See it</b>	<b>See it: a vision of what “does it”</b>
	<p><b>See the model</b>: let them see the “do it” in action (keep it short! &lt; 5 min):</p> <ul style="list-style-type: none"> <li>• Video clip of teaching/leading</li> <li>• Movie clip</li> <li>• Written exemplar</li> <li>• Live model (if you don’t have a video/exemplar, model it yourself!)</li> </ul> <p><b>Target their focus</b>: ask questions <u>before</u> the activity to target what they should see</p> <ul style="list-style-type: none"> <li>• Focus on the positive: focus question on observing the positive actions</li> <li>• Always visible: keep questions visible during the “see it” activity</li> </ul>
<b>Name it</b>	<b>Name it: formal language to describe the “do it”</b>
	<p><b>Think-pair-share</b>:</p> <ul style="list-style-type: none"> <li>• Give time to reflect (individual), share with partner (turn &amp; talk), and share large group</li> </ul> <p><b>Prompt—focus on the key parts of the “name it”</b>:</p> <ul style="list-style-type: none"> <li>• “What happened in [certain part of the teaching video]?”</li> <li>• “Why is that important?” “What’s the purpose of that action?” “What’s the value?”</li> </ul>

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	<p><b>Punch it:</b></p> <ul style="list-style-type: none"> <li>● “What would have happened if we didn’t do that?”</li> <li>● Wait until the end: let participants do the cognitive work first, then name it with formal language. “So we’ve come to a core idea…”</li> <li>● Limit the words: keep framework succinct and precise (three to five bullets, one pager)</li> <li>● Say the key line, pause, then say, “Think about the significance of this.” Then restate.</li> </ul>
	<b>Do it: put it into practice</b>
<b>Do it</b>	<p><b>Plan before practice:</b></p> <ul style="list-style-type: none"> <li>● Give participants time to script prompts/actions/activities before diving into practice</li> </ul> <p><b>Clear what to do:</b></p> <ul style="list-style-type: none"> <li>● What main participant will do: time for them to plan/script their actions</li> <li>● What the audience will do: cue cards, preprepared student work samples</li> <li>● (If group is large) What small-group facilitators will do: feedback tips, what to look for</li> </ul> <p><b>Practice:</b></p> <ul style="list-style-type: none"> <li>● Practice the gap: practice what participants will struggle to master on their own</li> <li>● Add complexity (e.g., student noncompliance) <u>after</u> teacher has built muscle memory</li> <li>● Monitor the room with exemplar in hand: identify common errors in implementation</li> </ul> <p><b>Give feedback and do it again:</b></p> <ul style="list-style-type: none"> <li>● Give large-group feedback on common errors; model again if necessary</li> <li>● Peer to peer: use feedback cheatsheet to target feedback</li> <li>● Do it again</li> </ul>
<b>Reflect</b>	<b>Reflect: lock in the learning by writing it down</b>
	<b>Brief and written in one place:</b> one to two minutes at a time, embedded throughout the professional development
<b>Repeat the cycle as needed</b>	

### C.6 Student recruitment and enrollment

Over the Contract term, ReGeneration projects enrollment as follows.

#### Projected Enrollment

	Year 1	Year 2	Year 3	Year 4	Year 5
K	87	87	87	87	87
1	87	87	87	87	87
2		87	87	87	87
3			87	87	87
4				87	87
<b>Total</b>	<b>174</b>	<b>261</b>	<b>348</b>	<b>435</b>	<b>435</b>

ReGeneration Schools has extensive experience recruiting students for our schools. We make a concerted effort to recruit disadvantaged students by locating in neighborhoods that are at least 90 percent low income and people of color. School leaders and teachers canvas the neighborhood, visit daycares, and attend community events throughout the year to engage the community and reach families who otherwise may not have access to information about high-quality school options in the neighborhood.

If ReGeneration is oversubscribed, students are admitted via lottery. The outreach, enrollment, and lottery process, which is subject to change at the discretion of the school leader or Governing Authority, is as follows:

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- Applications open in the winter, along with a community communication campaign consisting of personalized mailings covering a wide area around the schools, radio, and public-transit ads. Applications and marketing materials will be in English and Spanish, the native language of the vast majority of English learners in the communities we serve.
- Throughout the spring, school leaders and teachers visit community organizations, churches, daycares, and city programs to engage prospective families. Staff are trained to ensure they communicate that ReGeneration is committed to serving ALL students, and we especially welcome students with disabilities and English-language learners.
- The principal holds several open houses in the spring for prospective families.
- The lottery is conducted in the spring. The lottery gives sibling preference but is otherwise based on a random algorithm.
- Families are notified immediately if they are accepted or if they are placed on the waitlist.
- When seats open, siblings of current students receive first priority. After that, waitlisted families are selected at random to fill seats as they become available.

### **C.7 Community partnerships**

Broad stakeholder support is crucial to a school’s launch. We have the support of community leaders and organizations through relationships with ReGeneration Schools’s CEO Stacey Shells and Associate COO Andres Tolentino and through ReGeneration Schools’s organizational partnerships. ReGeneration Schools has formal partnerships with Teach for America and Relay Graduate School of Education to build a robust pipeline of diverse, mission-driven, highly effective teachers and principals, and we plan to expand those partnerships in Cincinnati with the help of Accelerate Great Schools.

Accelerate Great Schools has facilitated introductions to local organizations. We are focused on building partnerships with the Queen Cities Foundation for wraparound student services, Price Hill Will for community engagement, the Boys and Girls Club for out of school time, and Cincinnati Public Schools to ensure we are supporting citywide educational need. A group of Cincinnati Public Schools leaders, board members, partners, and parents visited each of ReGeneration’s Chicago schools in September 2018 to experience the school model and provide input on its implementation in Cincinnati’s local context.

In order to assess local need, we have worked with Accelerate Great Schools to identify neighborhoods that meet the following criteria:

- Predominantly low income (required)
- Sufficient number of school-aged students (required)
- Potential facilities available for lease, purchase, or build (required)
- Overcrowding in district schools (required)
- Lack of high-quality public school options (strongly preferred)
- Recent or potential closure of a charter school (preferred)
- Nearby community organizations with the potential for partnership—health services, preschools, churches, daycares, etc. (preferred)

### **C.8 Parent engagement**

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ReGeneration is a partnership between the school leaders, teachers, students, and parents. Although the job of making decisions about school policy belongs to the Board of Trustees and the administration, parent involvement is not only welcome but absolutely necessary for the success of the school. ReGeneration implements the following strategies to engage the community.

### ***Family accountability contract***

After being admitted to the school, parents and students are asked (but not required) to sign a family accountability contract and commit to important mutual responsibilities. Parents pledge to be involved in their children's educational experience in a variety of ways—for example, ensuring that their children arrive at school on time.

ReGeneration staff will work to the best of their ability to engage every family in the functions of the school, and will, ideally, motivate every family to participate at the level outlined. Through persistent phone calls, frequent meetings, and an overall open, parent-friendly atmosphere, we hope to maximize family support for the program.

### ***Report card nights and ongoing dialogue about student learning***

ReGeneration requires families to pick up report cards in person three or four times per year at the end of each quarter. On three of those four days and throughout the year as needed, parents and faculty have formal opportunities to conference about the students' progress. Because all ReGeneration staff members have a phone and email, school-family communication about students' academic performance is frequent.

### ***Open-door policy***

Parents can visit the school to see their children's classes in action. Some parents are asked to look in on their children. The parent of a particularly challenging student might be asked to sit in on classes with the child so that the school and family can agree on the nature of the issues.

In addition, at each Board meeting, we set aside an open-comment period where parents and other members of the public and school community are able to offer comments and statements for consideration. Open comment is at the discretion of the board.

The school's doors are always open to families to meet with the principal and other staff members or to visit their children's classrooms at any point at any time. Surveys are distributed to families to gauge parental satisfaction with the educational program as well as to give families an opportunity to voice concerns. Families are offered the opportunity to participate in a family-involvement committee to connect parents to school volunteer opportunities, develop programs for middle and high school parents, and sponsor events for the entire school community. Finally, the school ensures all necessary documents—including an annual report on the state of the school and its progress toward attaining its educational and operational goals—are distributed to parents and families.

*Family-involvement committee*

Parents are encouraged to participate in the family-involvement committee that meets with the school's principal and/or his/her designee. The family-involvement committee

- Connects parents to volunteer opportunities at the school;
- Develops programs for middle school parents (for example, to discuss the transition from elementary school) and high school parents (for example, to discuss their college/financial-aid options); and
- Helps plan events for the entire school community, such as holiday celebrations and potluck dinners.

*Other parent responsibilities*

Finally, ReGeneration parents are asked to

- Telephone the school office at the start of the day if their child is going to be late or absent;
- Reinforce the school's academic and behavioral standards at home;
- Establish a daily routine for students and provide a quiet space for students to study;
- Provide positive reinforcement of student progress and success;
- Ensure that students complete all of their homework every night (office staff calls each family at home or at work if homework is incomplete or missing); and
- Offer input to the school on annual surveys, providing feedback to the school on how it is doing.

We know that parents are critical to student success in the classroom, and we engage all of our parents before any issues arise in order to minimize challenges and make it easier to work together in the event of difficult circumstances.

*Responding to parental complaints*

ReGeneration Schools believes that staff members closest to students and parents are best positioned to resolve complaints. Therefore, all issues are supposed to be directed first to the teacher via email or phone. If the issue persists or the outcome is unsatisfactory, parents can follow the following communication protocol:

- **Discipline issues:** Teacher ⇒ dean ⇒ director of operations ⇒ principal ⇒ ReGeneration Schools
- **Academic issues:** Teacher ⇒ director of operations ⇒ principal ⇒ ReGeneration Schools
- **Afterschool-activities issues:** Afterschool activity advisor/teacher ⇒ dean ⇒ director of operations ⇒ principal ⇒ ReGeneration Schools

If student safety or the legality of a situation is in question, school leadership will immediately inform ReGeneration Schools so that appropriate child protective, law enforcement, and/or legal services are involved.

### **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 admissions policies outlined in Ohio law. 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'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 workers' 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 seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn from the school, in accordance with the school's withdrawal procedures.

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**EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL ACCOUNTABILITY PLAN (K–12)**

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. 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 SPONSOR’s sole and complete discretion. The SPONSOR will also consider the school’s Local Report Card, as issued by the Ohio Department of Education and incorporated by reference herein.

All indicators are reviewed annually and are also reviewed over the term of the contract at renewal.

<b>Primary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
PI <sup>11</sup>	80% or higher	50%–79%	30%–49%	29% and below
VA <sup>12</sup>	Greater than or equal to +2	Greater than or equal to –2 but less than +1	Greater than or equal to –2 but less than –3	Greater than or equal to –3
Graduation rate (four years)	89%–100%	79%–88.9%	69%–78.9%	Below 69%
Graduation rate (five years)	90%–100%	80%–89.9%	60%–79%	Below 69%
Improving at-risk K–3 readers	56.6%–78.2%	13.2%–56.5%	5%–13.1%	Below 5%
Performance versus local market: <sup>13</sup> 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 VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom 49th percentile in VA 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 VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom 49th percentile in VA score

<sup>11</sup> The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

<sup>12</sup> A VA score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher VA score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower VA score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth.

<sup>13</sup> “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.

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<b>Secondary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
VA: Overall grade	A or B	C or D	F	NA
PI: Overall grade	A or B	C or D	F	NA
VA: Gifted	A or B	C or D	F	NA
VA: Disabilities	A or B	C or D	F	NA
VA: Lowest 20%	A or B	C or D	F	NA
AMOs (gap closing)	A or B	C or D	F	NA
Dual-enrollment credits	A or B	C or D	F	NA
Industry credentials	A or B	C or D	F	NA
Honors diplomas awarded	A or B	C or D	F	NA
AP score	A or B	C or D	F	NA
IB score	A or B	C or D	F	NA
College admission test	A or B	C or D	F	NA
School regularly administers internal growth assessment	NA	Yes	No	NA
School met a majority of its internal/mission specific goals (section A.7 of this contract)	NA	Yes	No	NA
<b>Financial measures of success (current year)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
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 <sup>14</sup>	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
<b>Financial measures of success (prior years)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>

<sup>14</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's Board-approved budget.

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Multiyear ratio of assets to liabilities <sup>15</sup>	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 previous 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 previous 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
<b>Operations/governance primary indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Records compliance <sup>16</sup>	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 fewer than three 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 determination (most recent annual) <sup>17</sup>	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention
<b>Operations/governance secondary indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Five-year forecasts submitted to the ODE by statutory deadlines		Yes	No	
Preopening assurances documentation		Completed and available 10 days before the first day of school	Not completed and not available 10 days before the first day of school	

<sup>15</sup> This ratio depicts the relationship between a school’s annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

<sup>16</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

<sup>17</sup> 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.

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Annual report		Submitted to parents and the 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 three years to the Ohio Attorney General		Yes	No	
Family-survey results	80% or greater overall satisfaction with school	60%–79% overall satisfaction with school	40%–59% overall satisfaction with school	39% or less overall satisfaction with school

**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 located at:

ReGeneration Bond Hill  
5158 Fishwick Drive  
Cincinnati, Ohio 45216

IRN number 017490, to begin operations for the 2019–20 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 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

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school shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been reissued by the SPONSOR.

If at any time the GOVERNING AUTHORITY fails to maintain the above-mentioned documentation, the SPONSOR may revoke this Letter of Approval to Operate and the school shall cease operations until the proper documentation has been obtained and the Letter of Approval has been 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 FOR START-UP SCHOOLS**

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 (10) 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](#) to [3319.31](#) of the Revised Code, except for noncertificated persons engaged to teach up to twelve hours per week pursuant to section [3319.301](#) of the Revised Code;
- H. That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- I. That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal-records check of each of its governing authority members;
- J. That the school holds all of the following:
  - a. Proof of property ownership or a lease for the facilities used by the school;
  - b. A certificate of occupancy;
  - c. 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;
  - d. A satisfactory health and safety inspection;
  - e. A satisfactory fire inspection; and
  - f. A valid food permit, if applicable;
- K. That the sponsor has conducted a preopening site visit to the school for the school year for which the assurances are provided;

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- L. That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of section [3314.03](#) of the Revised Code;
- M. That the school has met all of the sponsor's requirements for opening and any other requirements of the sponsor; and
- 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:
  - 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; and
  - g. A description of the elopment activities that will be offered to teachers.

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EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

ReGeneration Bond Hill Governing Authority

Name	Role	Term	Address
Laura Moses	Has not been voted on yet	1 year	3237 Brotherton Road Cincinnati, OH 45209
Jamila Hackworth	Has not been voted on yet	1 year	3333 Burnet Avenue ML 4000 Cincinnati, OH 45229
Donald Jordan, Jr.	Has not been voted on yet	1 year	2617 Fairfield Ridge Drive Hamilton, OH 45011
Rosa Blackwell	Has not been voted on yet	1 year	629 Windings Lane Cincinnati, OH 45220
Louis Stallworth	Has not been voted on yet	1 year	5513 Evergreen Ridge Drive Cincinnati, OH 45215

**EXHIBIT 8: RELATED-PARTY DISCLOSURE FORM**

**THOMAS B. FORDHAM FOUNDATION RELATED-PARTY DISCLOSURE FORM**

The Community School will submit this form annually to 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 the following:

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, statute<sup>18</sup> 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 ReGeneration Bond Hill 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.<sup>19</sup>

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.

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<sup>18</sup> ORC § 3314.02 (E)(4).

<sup>19</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).



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EXHIBIT 9: FACILITIES ADDENDUM

This exhibit is 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.<sup>20</sup>

ReGeneration Bond Hill owns all Community School furniture, computers, software, equipment, or other personal property.

School-facilities information must include<sup>21</sup>

- 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; and
- 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	Property and educational use building located at 5158 Fishwick Drive, Cincinnati, OH. The Property contains a single-story, 26,000 square foot, building surrounded by a 181-space circular parking lot.
Annual Costs Associated with Leasing the Facility	\$292,116.00
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	5158 Fishwick LLC is a separate legal entity from both the operator and the school.

<sup>20</sup> ORC §§ 3314.032 (A)(3) and 3314.0210.

<sup>21</sup> 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:<sup>22</sup>

- 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; and
- g. A description of the professional-development activities that will be offered to teachers.

ReGeneration Bond Hill does not operate using the blended-learning model as defined in ORC 3301.079.

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<sup>22</sup> ORC § 3314.03 (A)(29).