

# **RENEWAL CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of PHOENIX COMMUNITY  
LEARNING CENTER  
and the Thomas B. Fordham Foundation**

**Dated as of July 1, 2021**

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**COMMUNITY SCHOOL CONTRACT****COMMUNITY SCHOOL CONTRACT  
PHOENIX COMMUNITY LEARNING CENTER**

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2021, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of PHOENIX COMMUNITY LEARNING CENTER, located at 3595 Washington Avenue, Cincinnati, Ohio 45229 (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 grades or age-equivalent grade levels Kindergarten through eighth.

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: “SCHOOL is sponsored by the Thomas B. Fordham Foundation.”

**COMMUNITY SCHOOL CONTRACT****Article II. Term**

The term of this Contract shall be for a period of one year commencing July 1, 2021, and ending June 30, 2022 (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 compliance with the above listed conditions of renewal, as well as fidelity to Exhibit 1 (Education Plan) and the school’s performance against the requirements of Exhibit 4 (Academic and Organizational Accountability Plan). If the SPONSOR renews the Contract, the GOVERNING AUTHORITY acknowledges that the renewal will incorporate alternative metrics in the event that the familiar ones cannot be obtained.

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.

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

**Article III. Responsibilities of the GOVERNING AUTHORITY**

The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Code applicable to community schools. Pursuant to and in accordance with Code Sections 3313.131 and 3314.02(E), all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity.

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

The Community School shall be located within the 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

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hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of the Community School) with limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, 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, 110 West Second Street, Suite 410, Dayton, OH 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, 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 GOVERNING AUTHORITY, Community School, 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, and 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, and 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 involving the care, custody, or control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI&I.

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

In accordance with Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Code and may employ other persons as 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 or forty 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, 3313.67, 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, 3313.668, 3313.669, 3313.6610, 3313.818, 3320.01, 3320.02, 3320.03, 3321.141, 3313.6024, 3313.6025, 3319.077, 3319.078, 3323.251, 5502.262, 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 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

**COMMUNITY SCHOOL CONTRACT**

AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable.

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.

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The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on a quarterly basis, the completed Related-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 full-time enrollment (FTE) number 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.

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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 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, 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.

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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 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 update Exhibit 10 annually, 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

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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.

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 cash flow 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

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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.

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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 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, which states 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.

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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 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

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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 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 individuals who propose to create a community school or any member of a governing authority, operator, or any employee of each community school with the responsibility for fiscal operations or authorization to expend money on behalf of the 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.

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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

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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.

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

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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) 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:**

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

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SPONSOR shall promptly review any proposed remedy submitted in a timely manner 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 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 provide in a timely manner 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;
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

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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.

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.

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

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to albums, curriculum manuals, personal mementos, and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY's receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school-closing procedures required by law imposed by or upon the Ohio Department of Education, the Code, or the SPONSOR and perform all obligations necessary thereto; (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records; (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iv) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records and, upon taking possession of such records, shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records 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 guidance 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.

**COMMUNITY SCHOOL CONTRACT****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 or its directors, trustees, officers, agents, subcontractors, independent contractors, representatives, or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor, or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractors, 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.

**COMMUNITY SCHOOL CONTRACT****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**

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,

**COMMUNITY SCHOOL CONTRACT**

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 and 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  
PHOENIX COMMUNITY LEARNING CENTER  
3595 Washington Avenue  
Cincinnati, Ohio 45229  
Attn. Governing Board Chairperson

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  
110 West Second Street, Suite 410  
Dayton, Ohio 45402  
Attn. Kathryn Mullen Upton

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

**COMMUNITY SCHOOL CONTRACT****Article XXII. Nonwaiver**

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, charges, or expenses for or in the name of the other party, except as specifically permitted in this Contract.

**COMMUNITY SCHOOL 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: DocuSigned by:  
Michael Petrilli  
**Michael J. Petrilli**  
President

DATE: 6/21/2021

**THE GOVERNING AUTHORITY OF THE  
PHOENIX COMMUNITY  
LEARNING CENTER**

BY: DocuSigned by:  
William Scott Wallace, Ph.D.  
Governing Board Representative

DATE: 6/29/2021

## **Exhibit 1. Education Plan**

### **A.1 Mission, A.1.1 Vision, and A.1.2 Educational Philosophy**

#### **Mission**

PHOENIX Community Learning Center (PCLC) is an inclusive school dedicated to increased learning and achievement for all students and focused on developing higher-order thinking skills in all content areas. Through character education and strong staff, student, family, and community involvement, students will become responsible citizens who make positive contributions to their community—now and in the future.

#### **Vision**

Learning to read and write is the basis for all the learning that follows in content-area subjects. PCLC is envisioned as a K–8 school where students master those beginning reading and writing skills that build the broad base of knowledge necessary for success at the secondary level and beyond. Knowing how to read and write to communicate effectively is everything. Without it, students do not have a chance at a successful and fulfilled life. Therefore, we envision our students with and without disabilities in the primary grades (K–3) mastering the instructional focus on letters, sounds, and words and reading and writing with accuracy and expression. PCLC envisions 100 percent of K–3 students “learning to read.”

As students move into the upper elementary grades (3–8), we envision 100 percent of PCLC students successfully progressing to “reading-to-learn” content material, where there is a deepening awareness of the demands of text and the need for students to read and write to communicate conceptual understandings.

In our vision, all PCLC teachers (science, social studies, math, physical education, and so on) endeavor to ensure that 100 percent of their students become analytical readers, writers, and communicators of language. Our vision is in alignment with the Common Core Anchor Standards, which requires that all teachers address reading, writing, and critical thinking in their content areas to ensure that students are college and career ready. We see PCLC students entering the workforce with the strong reading, writing, mathematical, and critical-thinking skills that businesses will look for in twenty-first-century workers.

#### **Educational philosophy**

The philosophical stance of PCLC is that students learn best when they are consistently challenged to develop and use their higher-order thinking skills (Pogrow, 1997) through inquiry-based projects. We believe that a curriculum focused on mastery in all academic content areas but designed to challenge students to develop skills related to inquiry, critical thinking, problem solving, reflection, collaboration, and ethics and work habits is needed if students are to become true lifelong learners. Furthermore, not only must students learn these skills, but they must also learn to apply them at high levels if they are to be perceived as successful learners according to the Common Core and Ohio revised standards. At PCLC, we believe that the task of developing

students' higher-order thinking skills should be brought to the forefront of the curriculum and used as a guide for teachers in ensuring that students know how to apply and use the learned information and facts from content.

PCLC also believes that academic excellence alone is insufficient for a successful life. We know that children bring many personal issues to school and that it is difficult for them to achieve academically if they are dealing with a wealth of emotions, which may range from feelings of fear and anxiety to anger, isolation, and rejection. Therefore, PCLC promotes a supportive, inclusive school culture. PCLC will build this inclusive culture by consistently providing students with and without disabilities the opportunity, through character education and inclusive classrooms, to develop the social awareness, emotion, self-control, and problem-solving techniques needed to become thinkers and problem solvers who articulate their feelings and opinions in positive ways.

We believe that the direct involvement of families and kin in school decision making lowers their distrust of educators and thus increases their involvement in and support of the school and its educational goals. Our belief is that the focus should not be on what schools can do for families but on how to form genuine school-family partnerships (Lewis, 1999). This philosophy is based on making a shift from focusing on involving parents only to a focus on involving whole families and the community in the education of children (Comer, 1999). We believe that in order to prompt kinship and community involvement in the academic and social development of students, schools have to begin to transform themselves into community learning centers with an array of services designed to assist students, their families, and the community. It is the stance of PCLC that the full partnership, cooperation, and support of families and the community are essential to the academic and social achievement of students.

## **A.2 Geographic Boundaries**

PCLC will serve students in grades or age-equivalent levels Kindergarten through eighth, and—in accordance with Ohio Revised Code section 3314.03(A)(19)—PCLC will enroll students statewide.

## **A.3 Curriculum and Instruction**

The major focus of the curriculum is on developing students' higher-order thinking skills in all content areas. This aligns well with the school's mission of increased student learning and achievement. The Common Core standards in math and reading, and the revised standards in science and social studies (K–8), will be used. The Common Core standards are highly aligned with the instructional strategy of inquiry-based learning and our mission of higher-order thinking. The academic areas taught are language arts, social studies, science, math, and reading. The instructional and performance objectives for each academic subject and grade level, as well as the achievement objectives for reading, writing, math, science, and social studies, are listed in the Ohio Common Core and the Ohio revised standards.

All students can achieve at high levels when afforded the best learning opportunities that meet their individual needs. At PCLC, we believe that a workshop approach along with a framework

for rigor and relevance (adopted from the International Center for Leadership in Education) instruction is the best way to manage the classroom learning environment.

The concept of a workshop approach empowers teachers to deliver instruction that effectively meets the needs of each student. Teachers are empowered to be prescriptive and diagnostic in their instructional decision making without relying solely on a scripted teacher's guide. The balanced workshop approach is used in reading, writing, math, science, social studies, and physical education. It focuses on different types of learning experiences, including whole-group mini-lesson instruction, small-group guided instruction, read alouds, shared reading and writing, guided reading and writing, reading and writing conferences, independent reading and writing, practice work stations and centers, cooperative learning, and reflective sharing of learning. The teacher becomes a facilitator of student learning as children take on the workload and take control of and responsibility for their own learning. Online tutoring programs in reading, math, science, and social studies are provided for students to help ensure that they are on track, according to the Ohio revised standards in science and social studies and the Common Core standards in math and reading.

Using a balanced workshop approach empowers and enables teachers to be more creative and definitive when planning differentiation and intervention (this is referred to as response to intervention or RTI) for students who are not on track. Professional development (PD) will focus on equipping teachers with the professional knowledge and skills needed to carry out these tasks.

Also, K–3 students who are not on track in reading and math will have tutors on site (pending availability of funding), making daily tutoring in the classroom a new norm. This normalizes daily discussion among teachers and tutors regarding students' progress and growth. After-school tutoring will also be scheduled for third-grade students who are not on track. In addition, Saturday tutoring will be available for second- and third-grade students who are not on track in reading and math. Expected impact after one year is an increase in the number of K–3 students reading on track.

Daily PD sessions will increase teacher capacity by equipping them with the knowledge and skills needed to ensure that all students can read on grade level by end of third grade. Partnerships are fostered through collaborating with local high schools, colleges, and universities.

The school will offer a four-week Teacher Institute as part of its Demonstration School. During this time, teachers will be trained on the components of the balanced workshop model and its successful implementation. Implementation training will be available as needed over the next two years, and daily embedded PD will be put in place to allow time for teachers to study, analyze and discuss data, and set future goals for student growth.

These daily PD sessions will become part of the school culture. It will be sustained as teachers and tutors take ownership for developing and leading daily PD topics aimed at accountability for and implementation of the balanced workshop approach to instruction. We expect to see an increase in the number of students reading at or above grade level. MAC laptops and wireless Internet access will be in place for a larger number of students to access online learning and

reading assessments, thus preparing students for next-generation assessments.

The RTI team will monitor student growth over time using multiple measures of assessments. Our scope of work and progress monitoring will be updated in weekly RTI accountability meetings, where student data are shared and analyzed. In these meetings, new learning goals will be set and/or old ones will be adjusted based on student growth aligned to the Common Core and new Ohio revised standards.

It is imperative that our students start out as strong readers and writers. Therefore, the instructional approach we use and the materials and resources we adopt are critically important.

We feel confident in using a balanced workshop approach because the National Reading Panel (2000) found that balanced approaches are preferred when teaching children in grades K–3 to read. This finding was based on their review of scientific, research-based reading instructional practices used by teachers in classrooms across the country. Also, research conducted by a team led by Dr. Anthony Bryk (currently president of the Carnegie Foundation for the Advancement of Teaching) found that when using a balanced workshop approach, students' average rates of literacy learning increased by 16 percent in the first year of implementation; 28 percent in the second; and 32 percent in the third. Achievement rose across all levels of students.

The Austin Independent School District (2001) initiated a balanced literacy support plan for students in grades K–4 who needed extra reading intervention. Austin's literacy support model, built on a balanced literacy workshop model, has served over 3,000 students; 96 percent of these students made gains. The average gain in grades 1–4 was 8.7 on reading-text levels and was accomplished within a school year. Findings of those district studies reaffirm the value of balanced literacy instruction. Data from Toronto's longitudinal studies (which has demographics similar to ours), in which a balanced literacy model was implemented, showed that students' literacy gains on seven out of eight standardized measures exceeded expected gains (French, Morgan, Vanayan & White, 2001).

Our goal is to see more students (K–3) reading at grade level. Assessments used to evaluate effectiveness will be (1) Reading Running Records to clinically obtain data as to students' reading-comprehension level; (2) STAR Reading, pre- and post-assessments; (3) MAP (NWEA), pre- and post-assessments; (4) the Thinkgate question database for a performance-indicator (PI) test; and (5) common local assessments. Using the On Track standards for grades K–3, supplied by the Ohio Department of Education (ODE), teachers will be able to examine and assess the effectiveness of our balanced workshop model. Our rationale is that if students enter each grade level solidly on target, the next grade-level teacher can work with them at even higher levels. The goal is to set the bar high so that students enter third grade reading at a higher rate than before. Impact will be measured by an increase in the number of students reading at or above grade level in grades K–3 using the NWEA and STAR standardized tests and 80 percent of students passing the third-grade Ohio Achievement Assessment (OAA) in reading.

Surveys will be completed twice per year by teachers, parents, and students to analyze effectiveness. Data gleaned from the surveys will drive decision making regarding the future implementation of this balanced workshop concept.

### **Classroom and non-classroom-based opportunities**

Classroom-based learning opportunities are described throughout this Exhibit and include, but are not limited to, instruction in the subjects set forth above in this section A.3, as well as tutoring and student projects.

Non-classroom-based learning opportunities include the following:

- Girl Scouts—works weekly in after-school program with girls
- Hamilton County Naturalist—In-school naturalist visit for all students (live animals, conservation, etc.)
- Hamilton County Park District—field trips to nature reserve
- Cincinnati Museum Center—free field trips to museum with transportation provided
- Cincinnati Opera—on-site performances
- Cincinnati Playhouse in the Park—theatre performances for students
- Robotics, University of Cincinnati
- Culturama
- Learning Fair
- Health Fair

Curricular resources include the following:

- Core Knowledge
- Expeditionary Learning
- *Eureka Math*
- Pearson Interactive Science
- Pearson Social Studies
- Study Island
- Brainpop
- Learning A–Z
- Reading A–Z
- Writing A–Z
- Science A–Z
- Vocabulary A–Z
- RAZ KIDS
- Reading Tutors

## Research base for Core Knowledge Language Arts

Combing well-established findings from cognitive science with classroom-based feedback from hundreds of teachers, Core Knowledge Language Arts (CKLA) ensures that children will learn to listen, speak, read, and write well. Researchers established decades ago that reading comprehension and critical thinking are only possible with relevant prior knowledge. Because students should be able to read and think about a wide variety of topics, their education must deliver broad knowledge of a wide variety of topics. But they shouldn't just jump from one topic to the next. Learning about an academic domain, and acquiring the vocabulary of that [domain](#), depends on staying focused on a topic and progressing from basic to in-depth materials and activities over two to three weeks. This gives students time to digest new concepts and practice using new words. These basic findings from cognitive science form the research foundation for CKLA.

The CKLA program was piloted in ten public schools in New York City and an additional seven schools throughout the country, including rural and suburban schools. The 172 classrooms, two hundred teachers, and 4,466 students in these schools were quite diverse. From school to school, the percentage of students receiving free and reduced-price lunch ranged from 30 to 99 percent, and the percentage of students for whom English is a second language ranged from 15 to 60 percent. Results from the three-year pilot of CKLA in Kindergarten through second grade in ten New York City public schools show that students in the schools using CKLA outperformed their peers in ten comparison schools on measures of reading, science, and social studies.

Statistical analyses were made of annual achievement progress on North Carolina's Department of Public Instruction tests. The analyses showed that Core Knowledge schools excelled the other schools in achievement progress in eight of ten comparisons of reading and mathematics in the five grade levels available for analysis. The two groups for this research were statistically indistinguishable, except that the members of one group were taught Core Knowledge, while the members of the other group were not. The students who had spent the year in Core Knowledge classrooms outscored the control students in seven of the eight categories on the ITBS. The Core Knowledge students posted significantly higher scores in reading comprehension (58.1 vs. 55.1), vocabulary (59.8 vs. 55.3), science (58.7 vs. 55.8), math concepts (61.4 vs. 59.2), and social studies (58.3 vs. 53.4). The greatest gains—in reading comprehension, vocabulary, and social studies—were computed to be statistically “highly significant.”

## Research base for Expeditionary Learning

The Expeditionary Learning (EL) curriculum is used in grades 3–8. Students get excited about learning through great books, compelling topics, and ownership of their learning. At the same time, teachers get a vision of the instructional practices that support a Common Core-aligned classroom and the tools to create it.

Every teacher—regardless of subject area, grade, or specialization—is a teacher of readers, writers, and content. The EL curriculum engages students and supports teachers in building students' capacity to read, think, talk, and write about complex texts. Each module comes with books—not textbooks—that have been carefully selected and vetted by the authors of the

Common Core as the best books for teaching grade-level content. These central texts are supported by a list of recommended texts—books, articles, and primary-source documents—that balance literary and informational texts at appropriate levels of complexity.

EL is a leader in Common Core implementation and is at the forefront of creating classroom-ready Common Core curricular materials. PHOENIX chose EL because of its academic rigor and its tight alignment to the instructional shifts that come with the Common Core State Standards (CCSS).

Mathematica Policy Research (2013) found that EL middle school students perform better in reading than their counterparts in other public schools. The study team examined student performance on the existing state reading assessments up to three years after students enrolled in five EL middle schools. In reading, EL students experience positive impacts that are approximately equal in magnitude to an extra five months of learning growth after two years or an extra seven months of learning growth after three years.

The University of Massachusetts (2011) conducted research that examined the progress made by EL schools in New York City and Rochester, NY, between 2006 and 2010 in closing achievement gaps. Their analysis found that EL schools closed gaps in English language arts for African American, Hispanic, and low-income students and English language learners in both cities.

### **Research base for *Eureka Math***

*Eureka Math* was developed specifically to meet the CCSS and meet the new levels of rigor and instructional shifts necessary for today’s math classroom. It offers a comprehensive suite of curriculum, in-depth PD, texts, tools, and support materials that work together to provide teachers, parents, and students with a cohesive approach to the ultimate goal: students who are not merely literate but fluent in mathematics.

*Eureka Math* is a complete pre-K–12 curriculum and PD platform. It follows the focus and coherence of the CCSS and carefully sequences the mathematical progressions into expertly crafted instructional modules.

The new standards and progressions set the frame. But the instructional shifts that teachers must make to achieve the rigor contained in the CCSS is what shapes every aspect of the curriculum. Nowhere are the instructional shifts more evident than in the fluency, application, concept development, and debrief sections that characterize lessons in the pre-K–5 grades of *Eureka Math*. Similarly, *Eureka Math*’s focus in grades 6–8 on problem sets, exploration, Socratic discussion, and modeling helps students internalize the true meaning of coherence and fosters deep conceptual understanding.

*Eureka Math* is distinguished not only by its adherence to the CCSS but also by its basis on a theory of teaching math that is proven to work. That theory posits that mathematical knowledge is conveyed most effectively when it is taught in a sequence that follows the “story” of mathematics itself. This is why we call the elementary school portion of *Eureka Math* “A Story

of Units,” followed by “A Story of Ratios” in middle school and “A Story of Functions” in high school. Mathematical concepts flow logically from one to the next in this curriculum.

The sequencing has been joined with methods of instruction that have been proven to work, in this nation and abroad. These methods drive student understanding beyond process to deep mastery of mathematical concepts. The goal of *Eureka Math* is to produce students who are not merely literate but fluent in mathematics.

*Eureka Math* includes the following:

- Scaffolding hints—helping teachers support RTI.
- Embedded video—demonstrating classroom practices.
- Consistent lesson structure—allowing teachers to focus energy on engaging students in the mathematical story.
- Convenient interactivity—a progressions-based search functionality to permit navigation between standards and related lessons, linking all lessons in a particular standards strand or mathematical progression and learning trajectory. This functionality also helps teachers identify and remediate gaps in prerequisite knowledge, implement RTI tiers, and provide support for students at a variety of levels.

The research and development upon which *Eureka Math* is based was made possible through a partnership with the New York State Education Department. Their expert review team included renowned mathematicians who helped write the CCSS and progressions.

*Eureka Math* connects math to the real world in ways that take the fear out of math and build student confidence—while helping students achieve true understanding lesson by lesson and year after year.

The team of teachers and mathematicians who wrote *Eureka Math* took great care to present mathematics in a logical progression from pre-Kindergarten through twelfth grade. This coherent approach allows teachers to know what incoming students have already learned and ensures that students are prepared for what comes next. When implemented faithfully, *Eureka Math* will dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math.

*Eureka Math* serves teachers, administrators, parents, and students with a comprehensive suite of innovative curriculum, in-depth PD, books, and support materials for everyone involved.

## **Research base for Pearson Interactive Science**

Interactive Science is a standards-based, next-generation elementary and middle grades science program that features an innovative write-in student edition that connects the big ideas of science to students lives. Interactive Science for grades K–8 is based on the most meaningful research and best practices from academic research and from some of the most highly regarded experts in science education. What results is a program rooted in sound learning approaches, teaching strategies, and ideas to engage all learners and maximize their learning so that they can apply their thinking.

Interactive Science features three paths that let teachers teach it their way: text, inquiry, and digital. Teachers can focus on one path or blend all three together. The text path includes an innovative write-in student edition and the DK Big Ideas of Science Reference Library. The inquiry path features hands-on labs and activities scaffolded for all learners. The digital path features a next-generation online learning environment where teachers can connect with students, manage their classes, and customize to their teaching style.

Interactive Science was evaluated in a full-year efficacy study (2011) with the independent research firm PRES Associates. Results indicate that students using Pearson Interactive Science demonstrated significantly greater improvement in science as compared to students using other science programs. Specifically, Pearson Interactive Science students outperformed students using other science programs on the Developed Science test—a test aligned to the content taught in control and treatment classes as well as national standards. In addition, Pearson Interactive Science students had marginally significantly higher test scores on the TerraNova science test as compared to control students. In fact, the resulting effect sizes translate to Pearson Interactive Science students scoring 18 percentile points higher than control students on the Developed Science test and 13 percentile points higher on the TerraNova science test.

Interactive Science utilizes the Understanding By Design® framework to help students uncover answers to the big ideas of science, leading students to a deeper understanding of scientific concepts. Grant Wiggins, creator of Understanding by Design® framework, is one of the main program authors. Interactive Science also structures each lesson by the 5E learning cycle (engage, explore, explain, elaborate, and evaluate).

## **Research base for Study Island in Ohio**

After third- and fourth-grade students in Miamisburg City School District in Ohio began using Study Island during the 2006–07 school year, student achievement in reading rose on a district-calculated proficiency score that is based on scores across multiple measurements. In both the third and fourth grade, the percentage of students scoring at or above a proficient level grew the year students began using Study Island. Although this gain was not significant, the trend in growth is positive. In both grade levels, a higher percentage of students were proficient in reading after students used Study Island for one school year.

The results are more robust when examining the same group of students longitudinally over time from third to fourth grade. In the 2005–06 school year, the year prior to the introduction of Study

Island, 84 percent of third-grade students were at or above proficiency in reading as determined by the state-calculated proficiency score. When students began using Study Island in the 2006–07 school year, 89 percent of students in fourth grade scored at or above a proficient level in reading. This growth of 5 percent in achievement was statistically significant. Analysis on the results from the Ohio Achievement Test alone shows an even more pronounced growth in achievement. Prior to the introduction of Study Island, 81 percent of students scored at or above a proficient level in reading. This percentage grew significantly ( $z = 2.56$  and  $p < 0.01$ ) to 88 percent after students had used Study Island for one year.

Kemp Elementary in Dayton, Ohio, began using Study Island during the 2006–07 school year to help students prepare for the Ohio Achievement Test and master grade-level standards and content objectives. After using Study Island for one school year, results showed that a higher percentage of fourth- and sixth-grade students were meeting standards in math based on a district-calculated proficiency score, which takes into account performance on multiple state measures. Prior to using Study Island, only 33 percent of fourth-grade students and 34 percent of sixth-grade students were meeting proficiency in math. However, after students began using Study Island, 46 percent of fourth-grade students and 55 percent of sixth-grade students met standards in math. The gains seen in the sixth grade were approaching significance ( $z = 1.83$  and  $p < 0.10$ ) and represented a 21 percent gain in math achievement. When compared to the performance of students district-wide during these same years, the Study Island school within this district (Kemp) achieved higher growth in the percentage of fourth- and sixth-grade students meeting proficiency in math. After using Study Island, students in fourth grade grew significantly ( $z = 2.09$  and  $p < 0.05$ ) to catch up to the district average and sixth-grade students within in the Study Island school significantly outperformed sixth-grade students within the district by 2007 ( $z = 3.33$  and  $p < 0.01$ ).

### **Research base for Learning A–Z**

Learning A–Z pays close attention to the National Reading Panel’s recommendations and other research findings when developing its reading resources. The student and teacher resources on the Reading A–Z website have been developed to reflect the instructional practices and reading strategies that are best supported by research findings from a wide variety of sources. The resources also correspond to the findings of the “Put Reading First” federal initiative, as well as the CCSS. For teachers needing a rich collection of developmentally appropriate resources to differentiate instruction and target the instructional needs of each child, Learning A–Z’s suite of reading resource websites is both a time saver and a performance enabler. Learning A–Z is changing the way educators approach student instruction by providing around-the-clock instant access to teaching tools at an affordable price, thus removing a major obstacle to differentiated instruction.

Descriptions of Learning A–Z components follow:

- **Reading A–Z**

Teachers simply do not have enough books to address the individual needs of every student throughout the school year. ReadingA-Z.com provides teachers with more than 2,200 books, including a collection of about seven hundred leveled readers written to twenty-seven levels of reading difficulty and available in English, Spanish, and French. The website offers both fact and fiction books with a range of genres and a variety of text types. It also provides lessons and worksheets with each book, as well as a complete phonics program, high-frequency word books, poetry resources, fluency passages, reader’s theater scripts, alphabet resources, assessments, and much more. This website is dynamic, with new resources added monthly and existing resources updated as appropriate. The educational-award-winning Reading A–Z website is used by more than 130,000 teachers in classrooms around the world. The website enables educators to instantly download and print reading resources needed to meet the instructional needs of all children, whether in a self-contained classroom or a pullout setting.

- **Writing A–Z**

Writing goes hand in hand with reading, and like reading instruction, writing instruction varies according to each student’s developmental level. WritingA-Z.com provides lessons for many writing genres and types and writing skills as well as a collection of writing tools/aids to assist students with their writing. The lesson tips and resources span four developmental levels, making it possible to deliver a single lesson that is differentiated by student ability. New resources and lessons are added to the website regularly. A teacher can easily select and download a lesson that aligns with classroom reading instruction and with students’ writing needs.

- **Raz-Kids**

Teachers simply do not have time to model fluent reading for every child. This website provides developing readers with the opportunity to go online and listen to, read, and record themselves reading books written at twenty-seven levels of difficulty. After reading a book, students can take an interactive quiz to check their comprehension. Teachers have the option of building a roster of students, making student-specific assignments, and tracking each reader’s progress or opening up a book room to give students free access to all books. The Raz-Kids website allows students to independently hear fluent reading modeled, practice reading skills, and check their comprehension. Teachers are then freed up to work strategically with small groups of students, while students using Raz-Kids gain important practice working independently at computer stations in the classroom or at home. New books and features are added to this website regularly.

- **Reading-Tutors**

Teachers often have volunteers help struggling readers who need extra coaching and practice. But more often than not, teachers do not have adequate materials for the tutors to use during a tutoring session. And most classroom teachers do not have time to prepare easy-to-understand differentiated lessons for volunteer reading tutors and classroom

aides. Reading-Tutors.com provides hundreds of tutor packets filled with reading resources and clear instructions written for volunteer reading tutors and classroom aides. The lessons provide step-by-step instructions for using the resources found in each packet. The packets are easily accessed 24/7 on the Internet and can be downloaded, printed, and copied as needed.

- **Vocabulary A–Z**

Educators can generate customized vocabulary lessons by accessing VocabularyA-Z.com and selecting up to twelve words per lesson from thousands of words found on the website. Words are organized into word function and content-area categories. Teachers can download and print lesson resources for a week’s worth of instruction. Lesson resources include context-clue sentences, graphic organizers, word analogies, cloze sentences, games, puzzles, assessments, and more. New words and word categories are added regularly. Teachers have the ability to select words that match the themes and objectives of their weekly instruction and even customize the lessons according to the developmental levels of their students. This award-winning vocabulary lesson creator is a definite time saver for teachers.

- **Science A–Z**

Science is an important part of the No Child Left Behind (NCLB) Act, which requires that schools test student progress in science, as well as reading and math. Unit Quizzes are provided as well as instructional support for reading-comprehension skills, as described in NCLB. Science A–Z lessons and materials incorporate best practices from current educational research and align with the National Science Education Standards and the revised Ohio science standards. Science A–Z units can be correlated to the Full Option Science System (FOSS) module from the Lawrence Hall of Science at the University of California at Berkeley and Delta Education. Each Science A–Z unit provides science content and literacy materials for both teachers and students. Units are organized by the four primary science domains: life, Earth, physical, and process.

### **Research base for BrainPop**

Approximately 1,100 students in forty-six classrooms in Palm Beach County, Florida, and New York City participated in a controlled study of BrainPOP efficacy examining vocabulary, language, reading comprehension, and science. The study by SEG Research demonstrates that elementary and middle school students using BrainPOP experience substantial growth compared to students who do not use BrainPOP. Students participating in the treatment group received approximately sixteen to twenty weeks of instruction incorporating BrainPOP, yet the amount of growth achieved was equivalent to between one and two grade levels. BrainPOP is aligned with the new Ohio revised standards and Common Core.

A list of other curricular resources follows:

- Triand—allows teachers to compose standards-based assessments in minutes
- Holt Math—aligned to Common Core
- Open Court Reading
- Harcourt Brace Math—aligned to Common Core
- FOSS Science—aligned to Common Core and Science A–Z
- TCI Social Studies—aligned to Ohio’s revised social-studies standards
- Prentiss Hall Reading—aligned to Common Core

### **A.3.1 Classroom- and Non-classroom-based Learning Opportunities**

Classroom-based learning opportunities are described throughout this Exhibit and include but are not limited to instruction in the subjects described herein, tutoring opportunities, student projects, and character education. Non-classroom-based learning opportunities include field trips, family and parent events, community relationships, and after-school programs.

### **A.4 Target Population**

PCLC will serve students in grades K–8.

### **A.5 School Calendar and Daily Schedule**

The school calendar and daily schedule may be changed at the discretion of PCLC.

In compliance with ORC 3314.03 (A)(11) (a), PCLC offers a minimum of 920 hours of instruction per academic year. A typical day includes the following:

Student arrival—9:00 a.m.

Breakfast—9:00 a.m.–9:30 a.m.

Lunch period begins (inclusive of grades K–8)—11:00 a.m.

Lunch period ends—1:30 p.m.

Student dismissal—4:00 pm

PCLC uses block scheduling. Students receive six and a half instructional hours per day, with two and a half hours allocated for reading and two and a half hours allocated for math daily. They also receive forty-five minutes daily for social studies and science.

## A.6 Special Student Populations

### Special education

Special-education services are available for students who qualify under state and federal guidelines. PCLC will follow the procedures and guidelines under the IDEA for Ohio educational agencies serving children with disabilities (<http://www.edresourcesohio.org/ogdse>). As part of an inclusive school community, students with special needs are fully included in the general-education classroom unless sufficient data shows that the general-education classroom is not the least-restrictive environment for that student. Students with 504 plans and individualized education plans (IEPs) receive needed modifications, support, and remediation in the general-education classroom unless otherwise indicated on their IEP. Each general-education teacher, in collaboration with the special-education teacher, is responsible for meeting the needs and goals specified in the IEP or 504 plan of each student.

Special- and general-education teachers will collaborate and plan together to meet the needs of students with disabilities in the general-education classroom whenever possible. A school and educational psychologist will be available to meet with teachers and administrators to discuss student referrals related to learning and behavior issues as well as intervention strategies and planning. Once a student has gone through RTI tiers and the team has decided that the student needs to be referred for testing for special-education services, the special-education coordinator will begin the IEP process under the IDEA. The outsourced support staff listed below will be available to meet with teachers, administrators, and parents to discuss student referrals related to learning and behavior issues, as well as to discuss test results and intervention strategies.

The following staff will be hired through Hamilton County Educational Service Center (HCESC):

- school psychologist
- occupational therapist
- physical therapist
- speech pathologist

In addition, PCLC will hire the following staff to support the school's special-education plan:

- one special-education intervention teacher for grades K–4
- one special-education intervention teacher for grades 5–8
- one special-education instructional assistant
- one special-education coordinator and oversight consultant

The job of the special-education oversight consultant is to ensure that PCLC stays in compliance with all federal and state special-education requirements. RTI will be rigorously implemented. It is very important that teachers exhaust this step before a child is referred for testing for special-education services.

## **Students who are homeless**

### ***Plan for students who are homeless***

The McKinney-Vento Act requires schools to identify and remove all barriers to enrollment and retention in school for children and youth in homeless situations (42 U.S.C.§§11432(g)(1)(I), (g)(7)). Zero-tolerance rules for absenteeism can be such barriers, particularly when they result in class failures, exclusion from school, or court involvement. Frequently, students in homeless situations will miss school due to their living situations. Absences caused by homelessness should not be counted against students. The McKinney-Vento Act requires that zero-tolerance rules address the realities of homelessness and not create a barrier to enrollment and retention in school.

### ***Student rights***

PCLC recognizes that all students residing within the school's boundaries, including those who are homeless, have the right to the opportunity to enroll and participate in PCLC educational and support programs.

Homeless students who are enrolled in PCLC have the right to

- equal access to all educational programs and services, including transportation and school nutrition programs;
- continue to attend PCLC for the duration of homelessness or the current school year, whichever ends first;
- attend PCLC while homeless, unless there exists a legitimate reason for requiring attendance at another school; and
- receive all educational services for which they are eligible (that is, special education, gifted and talented education, and limited English proficiency education).

### ***District responsibilities***

PCLC will develop strategies for meeting the needs of homeless students and eliminating barriers to their attendance at school, including identification and the provision of appropriate support services.

### ***Transportation***

PCLC shall provide homeless students with transportation services comparable to those offered to other students at the school. If a homeless student attending school at PCLC moves to a shelter outside of its school boundaries, the superintendent or designee may arrange transportation that enables the student to continue attending PCLC, through the services of PCLC, the new home district, or an outside agency.

***Resource list for PCLC families who are homeless*****Housing**

- Rental housing assistance in Southwest Ohio: (513) 684-3451 (complete listing available)
- Emergency shelters and transitional housing programs, serving Greater Cincinnati: (513) 241-1064 (complete listing available)

**Referral services**

- Gift of Sight (eyeglasses and exams)
- Haircuts for the Heart (salon services)
- Neediest Kids of All

**Medical services**

- Neighborhood Health Care, Inc.: (513) 221-4949
- Greater Cincinnati Immunization Clinic: (513) 785-7080

**Counseling services**

- ARC (support for parents of children with disabilities): (513) 821-2113
- FernSide (supporting children and families through grief): (513) 745-0111
- The Crossroads Center: (513) 480-5390
- Talbert House: (513) 684-7968
- Center Point Health: (513) 801-7747

**Support services**

- Cash and Food Benefits/State Office: (513) 2480 (complete listing available)
- Community Action Agency: (513) 569-1840

**Employment and training services**

- Community Action Agency E.T.R. Program: (513) 569-1840 x1049

**A.7 School Goals****School-specific goals and objectives**

PCLC will administer the Northwest Educational Association Measures of Academic Progress (NWEA MAP), a national adaptive test of foundational skills, in September and May of each school year. The test, administered upon enrollment, will provide a benchmark score against which all future academic growth can be measured per student. Ongoing test results will allow a comparative analysis on a local, state, and national level.

**Academic goal statement 1:** Students at PCLC will become competent readers of the English language.

***Measurable target(s) with metric(s):***

- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the OAA reading assessment in seventh and eighth grade (metric: OAA reading assessment).
- Students will, on average, annually demonstrate a minimum of one year of academic growth in reading on the NWEA; by the end of the spring quarter, at least 80 percent of seventh and eighth graders will perform at or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data (metric: NWEA).
- Each subgroup of students will make adequate yearly progress in reading, as defined by NCLB legislation (metric: OAA assessment and the Annual School Report Card).

**Academic goal statement 2:** Students at PCLC will be competent in the understanding and application of writing.

***Measurable target(s) with metric(s):***

- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the writing OAA in seventh grade (metric: OAA writing assessment).

**Academic goal statement 3:** Students at PCLC will become competent in the understanding and application of mathematical computation and problem solving.

***Measurable target(s) with metric(s):***

- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the mathematics OAA in seventh and eighth grade (metric: mathematics OAA assessment).
- Students will, on average, annually demonstrate a minimum of one year of academic growth in math on the NWEA; by the end of the spring quarter, at least 80 percent of seventh and eighth graders will perform at or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data (metric: NWEA).
- Each subgroup of students will make adequate yearly progress in mathematics, as defined by NCLB legislation (metric: OAA assessment and the Annual School Report Card).

**Academic goal statement 4:** Students at PCLC will be competent in the understanding and application of scientific reasoning.

***Measurable target(s) with metric(s):***

- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the science OAA in fifth and eighth grade (metric: science OAA).

**Academic goal statement 5:** Students at PCLC will be competent in the understanding and application of social studies.

***Measurable target(s) with metric(s):***

- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the social studies OAA in eighth grade (metric: social studies OAA).

**Academic goal statement 6:** In compliance with the Third-Grade Guarantee, students at PCLC will read at or above grade level in grades K–3.

***Measurable target(s) with metric(s):***

- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the reading OAA in third grade (metric: OAA reading assessment).
- Of the PCLC students who have attended the school for two or more years, 80 percent will score in the proficient, accelerated, or advanced category on the mathematics OAA in third grade (metric: OAA mathematics assessment).

**Organizational viability goal statement 1:** PCLC will demonstrate fiscal viability that focuses on student achievement and responsible use of public monies.

***Measurable target(s) with metric(s):***

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

**Organizational viability goal statement 2:** PCLC will ensure parents’ approval and support that demonstrates the school’s long-term viability and effectiveness.

***Measurable target(s) with metric(s):***

- Average parent satisfaction with the academic program, as measured by an annual survey at the conclusion of the school year, will exceed 85 percent of respondents (metric: PCLC will administer parent surveys annually).
- Average parent satisfaction with the clear and open communication by the faculty and staff, as measured by an annual survey at the conclusion of the school year, will exceed 85 percent (metric: PCLC will administer parent surveys annually).

**Instructional staff goal statement 1:** PCLC will ensure that teachers of at-risk students in reading have a reading endorsement.

***Measurable target(s) with metric(s):***

- Of the PCLC teachers who teach at-risk readers in grades K–3, 100 percent will have either a reading endorsement or pass a state-developed test for reading endorsement.

## **A.8 School Climate and Discipline**

### **School climate and discipline**

PCLC believes that an effective instructional program requires an orderly school climate and that the effectiveness of the educational program is, in part, reflected in the behavior of students. Standards of student behavior must be set cooperatively by interactions among students, parents/guardians, staff, and community members, producing a school climate that encourages students to grow in self-discipline.

Such a climate must include respect for self and others, as well as for the school community as a whole. The school expects students to conduct themselves in keeping with their level of maturity, with a proper regard for the rights and welfare of other students, for the educational purposes underlying all school activities, and for the care of school facilities and equipment.

PCLC believes that students must conduct themselves in a nonintrusive manner and learn to accept responsibility for their own behavior and the consequences of their misbehavior. PCLC teachers/staff members who interact with students use preventive disciplinary actions and place emphasis on the students' ability to grow in self-discipline. PHOENIX believes that every student should have the opportunity to learn skills and values that are necessary for academic achievement and personal development. In order to achieve this goal, it is necessary for students to conduct themselves in a manner that guarantees all students a safe and productive climate in which to learn. We believe that with rights come responsibilities. It is the responsibility of each student to ensure that his or her behavior does not infringe upon the rights of others. In order to create a positive atmosphere for learning, it is necessary to establish certain behavioral expectations and consequences.

One of the most important lessons for any student to learn is how to respect authority, respect the rights of others, take care of their own property, and respect the property of others. No student will be allowed to disrupt the educational process of other students. Although it is necessary to have school and classroom rules, our emphasis will not be on dos and don'ts but on guiding students to the proper response in a given situation.

PCLC must set discipline standards that are enforced fairly and consistently. In order to create a positive atmosphere for learning, it is necessary to establish certain behavioral expectations and consequences. Students are given gentle reminders whenever they do something disruptive to the learning environment. However, after two reminders, the student may be assigned an after-school detention as one of the consequences for continuing to disrupt instruction and learning.

## Suspensions and expulsion

**Level 1: Probation.** This is a warning to the student with notification to the parent(s)/guardian(s). A conference with the parent(s)/guardian(s) and teacher(s) will be held. The student must continue in school but must make improvement in a given time period set by the teacher(s) for the probation to be lifted. If improvement does not occur, the student may then proceed to either Level 2 (suspension) or Level 3 (expulsion).

**Level 2: Suspension.** A student may be removed from school on suspension for a period lasting from one to ten days (depending on the offense). Suspensions will be counted as unexcused absences. Parent(s)/guardian(s) will be contacted prior to the suspension, at which time the reason(s) for the suspension will be explained. The decision of suspension is left to the judgment of the superintendent with input from staff members as appropriate. This decision will comply with Ohio Revised Code sections 3313.66, 3313.661, 3313.662. Students will not be allowed to attend school for a given period of time, nor will the student be allowed to participate in any school activity during the suspension. Notification of suspension will be given to the students' school district of residence.

**Level 3: Expulsion.** This is the most serious penalty a student may receive. The decision of expulsion is made by the superintendent with input from staff members as appropriate. In all cases, the students will be afforded due process rights in accordance with Ohio Revised Code sections 3313.66, 3313.661, and 3313.662.

## Criteria for suspension or expulsion

Students will not be allowed to attend school for a given period of time, nor will the student be allowed to participate in any school activities while suspended. Students may be suspended or expelled from the PCLC in compliance with all applicable state laws. The criteria for either suspension or expulsion include, but are not limited to, the following:

- Fighting, physical assault, and/or emotionally abusive behavior toward another student, teacher, or staff member
- Bearing or bringing weapons/firearms on the school grounds
- Possessing, consuming, or dispensing illegal substances on school property
- Willful and continued disobedience
- Open defiance of the authority of any teacher or staff member
- Habitual use of profanity or other obscene language directed at others
- Defacing or damaging school property
- Inciting truancy
- Stealing or taking personal property against owner's will by means of force or fear

## **Due process**

The PCLC will comply with ORC3313.66 and 3313.662 for the due-process rights of all students. The classroom teacher is the one who works most closely with students, and PCLC encourages students' grievances to be settled at this level. If discipline cannot be handled at this level and the student and/or parent(s)/guardian(s) believe that the student has experienced unfair treatment from school staff members, they may request a meeting with the school administrator regarding the matter. A written request should state the injustice or unfairness experienced by the student with a clear description of the events that occurred, including dates, locations, and persons involved. School personnel will conduct an inquiry and respond to the matter within five working days.

If the student and/or parent(s)/guardian(s) have reason to believe that information has been disseminated inappropriately and a fair resolution to the grievance has not been achieved, an appeal may be requested in writing within ten days. Following this process, a decision as to the next level for further inquiry or review will be conducted by the PCLC's board of directors. The board shall have the discretion of accepting or rejecting the matter for review. If it rejects the matter, the school personnel's decision will be final. If it accepts the matter, the board's decision will be final. For students identified as needing special-education services, the discipline procedures will be followed as outlined in the IDEA.

## **Saturday Administrative Detention**

The goal of Saturday detention is to decrease behavioral issues that can result in suspensions and interruptions in the student's education. Saturday Administrative Detentions are designed for any student who receives three or more detentions in a month, exhibits disrespectful behavior toward peers or adults, or has three or more uniform violations in a month. Saturday detentions are mandatory once assigned.

Notices will be sent home to the parent(s)/guardian(s), and a phone call will be made. Saturday Administrative Detentions are from 8:00 a.m. to 12:00 p.m. The detention will begin promptly at 8:00 a.m. If the child is not in attendance by 8:10 a.m., he/she will not be permitted to enter the building and will earn another Saturday detention in addition to the previously assigned detention. Parent(s)/guardian(s) are responsible for picking up the student promptly at 12:00 p.m.

A school administrator will supervise Saturday detentions. Students are required to attend Saturday detention in full uniform. During detention, students will complete work packets as assigned by classroom teachers. The work must be completed by the end of detention at 12:00 p.m. If the packet is not completed, the student will be assigned another Saturday detention. If the student needs to walk home or catch the Metro bus, a signed note from the parent must be presented to the administrator.

Saturday Administrative Detentions are an alternative to a suspension. Therefore, if a student does not show up for his/her Saturday detention, a suspension will be forthcoming. Saturday Administrative Detentions can only be rescheduled due to inclement weather. This information will be placed on the newscasts of channels 5, 9, and 12 the morning of the inclement weather

and scheduled detention. Saturday detentions will not be rescheduled so that a student may participate in a sports event (soccer, football, or basketball games, cheerleading, and so on).

### **Bus discipline policy**

Many of our students travel to and from school by yellow bus. Consequently, bus safety is an area of concern. Whether students travel by school bus or use the public transit system, there are certain general rules that should be followed. Parent(s)/guardian(s) can assist the school- and yellow-bus drivers in attempting to ensure that students travel safely by stressing the following:

- The driver is in full charge of the bus. Students should obey the driver promptly.
- Students must be on time; the bus will not wait for those who are not on time.
- Students should occupy the space designated for them by the driver.
- Students should avoid any unnecessary conversation with the driver of bus.
- Safety requires that students do not lean from the windows or extend their hands from the windows.
- When the bus is in motion, students must not change seats; they should remain seated at all times.
- Courtesy and respect should be shown to fellow passengers, persons along the route, and the bus driver.

The following serious safety infractions will cause a student to be immediately removed from the bus. Consequences may range from the student receiving a three-day suspension to removal from the bus for remainder of the school year:

- Threatening behavior/fighting
- Possession of weapons/objects used as a weapon
- Jumping out window/emergency exit
- Tampering with bus equipment

The school-bus company has the following bus conduct policy. Parent(s)/guardian(s) should read this policy and discuss it with their children. The intent of this policy is to ensure that students who are transported by bus travel safely to and from school.

STEP I: Students who misbehave will receive a bus conduct report. A copy of the report will be sent to the parent(s)/guardian(s) by mail and student. The initial report serves as a warning that problems exist. We would appreciate parent(s)/guardian(s) discussing the situation with their children. Parent(s)/guardian(s) may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company.

STEP II: For students who receive a second misconduct report, parent(s)/guardian(s) will be informed by mail and student that the problems are continuing.

STEP III: Students who receive a third misconduct report will have their bus privileges suspended for three days. Parent(s)/guardian(s) may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company. Alternative

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transportation arrangements will be the responsibility of the parent(s)/guardian(s).

STEP IV: Students who receive a fourth misconduct report will have bus privileges suspended for one week. Parent(s)/guardian(s) may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company. Alternative transportation arrangements will be the responsibility of the parent/guardians.

STEP V: Students who receive a fifth misconduct report will have their bus privileges suspended for seven days. Parents/guardians will be contacted for a mandatory meeting because the next incident will result in bus privileges being suspended for the remainder of the school year. Alternative transportation arrangements will be the responsibility of the parent(s)/guardian(s).

**A.9 Assessments and Intervention**

Ongoing assessment is an integral part of the learning process. Assessment helps teachers make instructional decisions and should reflect and enhance the active nature of learning. A variety of assessments are encouraged, including keeping anecdotal records such as conference sheets or daily observations, checklists, portfolios, videotapes/audio tapes, demonstrations and performances, and self-evaluations and reflective writings.

In addition, informal reading inventories and benchmark assessments are administered at each grade level. The Literacy Framework (balanced literacy concept) and other appropriate intervention programs provide further support for students needing more time and opportunity to learn.

Benchmark assessments K–8 and item banks (Thinkgate, NWEA , LINKIT) for short-cycle assessments (PI tests) provide teachers with information about students' mastery of the New Ohio Learning Standards (Common Core). The use of portfolios is encouraged, as well as a variety of teacher-created assessment opportunities.

**COMMUNITY SCHOOL CONTRACT****Description of assessments**

<b>ASSESSMENT</b>	<b>WHY SELECTED</b>	<b>USAGE</b>	<b>Alignment with curriculum, school goals, and/or school climate</b>
OAA assessments Science and social studies Grades 4 and 6	Required	Annual benchmark measure of student growth.	The OAA is grounded in a student's ability to perform at high levels of thinking which aligns with school's mission, curricular focus, and climate of accountability and achievement.
OAA assessments Reading and math Grades 5 and 8	Required	Annual benchmark measure of student growth.	The OAA is grounded in a student's ability to perform at high levels of thinking, which aligns with school's mission, curricular focus, and climate of accountability and achievement.
Terra Nova Grades K–2	Local	Annual benchmark measure of student growth.	The Terra Nova offers multiple assessments to measure important higher-order thinking skills which aligns with school's mission, curricular focus, and climate of accountability and achievement.
NWEA assessment database Grades K–8	Aligned with Ohio's New Learning Standards (Common Core) and Ohio revised standards	Quarterly benchmark measure of student growth.	Benchmark test based on students' ability to perform at high levels of thinking, which aligns with school's mission, curricular focus, and climate of accountability, achievement, and higher-order thinking.

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<p>STAR Reading Grades K–8</p>	<p>Aligned with Ohio’s New Learning Standards (Common Core) and Ohio revised standards</p>	<p>Diagnostic and evaluative measure for student-placement and reading-instruction purposes. Also used to measure student growth.</p>	<p>Aligns with PCLC’S mission of increased learning and achievement focused on higher-order thinking. Through diagnostic and intervention measures, students’ levels of achievement in reading will be increased.</p>
<p>STAR Math Grade K–8</p>	<p>Aligned with Ohio’s New Learning Standards (Common Core) and Ohio revised standards</p>	<p>Diagnostic and evaluative measure for student-placement and reading-instruction purposes. Also used to measure student growth.</p>	<p>Aligns with PCLC’S mission of increased learning and achievement focused on higher-order thinking. Through diagnostic and intervention measures, students’ levels of achievement in reading will be increased.</p>
<p>Performance-indicator (PI) test Grades K–8</p>	<p>Local short cycle measure aligned with Ohio’s New Learning Standards (Common Core)</p>	<p>Monthly benchmark measure of student growth.</p>	<p>Student learning can be monitored on a monthly basis to ensure that students are on track in all content areas.</p>

## Other assessments

### *Study Island*

The Study Island Common Core State Standards Benchmarking Program for grades 3–5 gives teachers and administrators a snapshot of student proficiencies in relation to the CCSS. At any time throughout the year, teachers can assess students with one of four benchmarking tests developed specifically from the CCSS.

Benchmark tests are accessible anytime and anywhere with an Internet connection and are integrated into the Study Island Common Core program for grades 3–5. Comprehensive reporting is broken up by CCSS and guides future instruction.

Study Island’s standards-mastery and test-preparation programs are explicitly designed to help K–12 students master the content specified in state and Common Core standards and improve performance in core skill areas. Study Island’s high-impact, high-value programs provide quality academic support, practice, and real-time assessment data. The immediate feedback and built-in remediation, coupled with the actionable data, enables educators to easily monitor student progress and differentiate instruction.

Study Island is ideal for self-paced, individualized learning or teacher-led, whole-class instruction. Teachers can easily guide students through the program, communicate expectations, and create class assignments. Students can work through questions using a standard test format, an interactive game format, printable worksheets, or a classroom response system.

## **A.10 Return and Recovery Plan**

### Collaborative Reopening

Our thinking has now turned toward reopening and preparing for the 2021-2022 school year. We have created school-wide reopening teams that meet weekly to ensure that the plans their teams are making for reopening follow CDC guidelines for school reopening. The main teams are:

- Wellness
- Curriculum & Instruction
- Assessment
- Facility
- Operations

Each of the teams listed above have sub work teams. This makes it possible for all staff to be actively involved and committed to a safe and successful school reopening in the fall. Teams are highly encouraged to recruit parents as active participants and resources.

### Learning Recovery and Extended Learning Plan 2021-2022

PCLC will offer an extended learning program (skills based) for students in grades 1-8 in reading and math from 8:00 am - 3:00pm Monday-Friday. The duration of the program is for ten weeks

from June 14th -August 20th 2021. Its purpose is to support students who have fallen behind academically and socially due to COVID-19. Student academic baseline data will be collected using the students' skills based pathways retrieved from their spring, 2021 NWEA MAP data. Based on these data each student will receive an individualized skills based plan for the duration of the program. A variety of research based instructional strategies will be utilized including Marzano's high yield strategies.

#### Assessment

Assessment of individual skills will be conducted every two weeks to measure growth and/or mastery. A summative assessment (MAP) will be administered at the end of the program (August 20th) to determine overall student growth. A report of how effective the extended learning program will be written and disseminated to parents and the community.

#### Staff

Staff needed for this program includes: teachers for delivering direct instruction, intervention specialist for reading and math and reading and math tutors, SEL activity leaders, paraprofessionals, educational aids, and community volunteers.

#### Impacted Students

Students in grades 1-8 who are most at risk academically and socially are invited to participate in the extended summer learning program.

#### Needs Assessment

Measurement Tool Students will be identified by their academic MAP data results.

- K-8 student baseline data in reading and math will be retrieved from the Spring MAP assessment.
- MAP will use this data to create an individualized skills based plan for each student in reading and math.

#### Alignment

The skills based extended learning plan aligns with PCLC's school improvement and Comprehensive Continuous Improvement Plans (CCIP).

#### Approach

PCLC will utilize a skills based summer extended learning plan with short cycle assessments every two weeks. A balanced literacy (workshop) approach will be used. All components will be used including whole group, small group, independent practice, and one-on-one instruction.

Daily progress monitoring will include but not limited to:

- student and staff attendance
- alignment of identified student skills to the student's daily schedule
- evidence of feedback discussions among classroom teachers, reading and math intervention teachers, and reading and math tutors
- evidence of a balanced literacy/workshop approach in each classroom
- evidence of social and emotional learning activities occurring among students

### Special Education Subgroup

PCLC will analyze the skills mastery data for its students with special needs to see how they measured against the general student population participating in extended learning.

### Feedback

Each day the reading and/or math intervention teacher and the tutor will submit a brief written feedback report to the teacher on the students' participation. Teachers will use this feedback to adjust and plan for future student instruction. Rotation During rotation, the students will be based in whole group instruction or reading or math lab. The lab will be managed by a paraprofessional or educational aid under the supervision of a teacher. The para or educational aid will allow students to leave the lab for intervention or tutoring as their schedules dictate. The tutor or interventionist will pick up the students based on the schedule created by the teacher. The tutoring and intervention sessions are 30 minutes each.

### Computers

Each child that is in rotation will have their own computer and ear phones/plugs all day, everyday as some sessions may require their use.

### Resources

Resources and materials for grades K-8 will include but will not be limited to the following:

- CKLA Amplify
- Edmentum Study Island
- Headsprout
- Raz Kids
- ReadWorks
- Red Bird
- ALEKS Math
- McGraw Hill My Math
- Expeditionary Learning
- Common Literature (CommonLit)
- My Math
- Brain Pop
- Learning A-Z Suite
- ABC Teach
- Nearpod
- Go Guardian

### Community Partnerships for Social and Emotional Health & Wellness

PCLC will collaborate with the following community partners during during its extended summer learning program:

1. Skool-Aid
2. Upstart
3. Free food Bank
4. Catholic Charities
5. Compassionate Justice

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*Skool-Aid and UPSTART* will provide students with SEL activities, resources, and materials; all aligned with ODE's SEL standards.

*The Free Store Food Bank* will partner with PCLC to provide breakfast and lunch to its students during extended learning. The food will be prepared by chefs from the Culinary dept. at Cincinnati State and the Free Store will have it delivered.

*Catholic Charities (volunteers)*

PCLC will also partner with Catholic Charities during summer extended learning. These volunteers will assist through tutoring, monitoring of hallways and restrooms, etc.

*Compassionate Justice*

PCLC will continue to partner with Compassionate Justice over the summer. They will ensure the maintenance of our school grounds and facility during extended learning.

Transportation

Transportation will be provided for those students who need it. This will be done to ensure that all students have an opportunity to participate in extended learning over the summer.

Getting the word out

Students will take home daily reminders of the summer extended learning until they have been sign up to participate by their parents. The extended learning plan will be advertised on local radio stations, encouraging parents to enroll their children and allow them to attend the program. In addition, PCLC disseminate flyers and brochures regarding PCLC's summer extended learning.

Remote Instruction

For students for whom it is not possible or feasible for them to participate in person, the extended learning interventions will be provide through remote instruction.

Hallway And Restroom Monitors

Volunteers from Catholic Charities Will be available during extended learning to help monitor hallways and restrooms. They will ensure that children I'll social distance in the restrooms and where and then mask and washing their hands properly. They will also sure the children moved quickly to the hallways on their way to and from the restroom

Process For Communicating With Parents

Parents will be informed of their child's mastery through the student's Wednesday communication folder, texts, phone calls, and emails.

Student Reinforcement Mastery Certificates

Student mastery certificates will be awarded two weeks after mastery assessment. Individual student skills in reading and math will be assessed every two weeks for mastery. Students who master their identified skills will receive a certificate of mastery.

Celebration Of Learning!

This event will mark the culmination of PCLC's summer extended learning program. Parents,

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staff, students, volunteers, community partners and the community at large will be invited to participate. The tentative date is August 20th and plans for this event are still in progress.

## **Exhibit 2. Financial Plan**

### **B.1 Budget Summary**

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

### **B.2 Financial Management**

Policies and procedures regarding internal financial controls adopted by the Governing Authority of the school may be updated and submitted to the sponsor in Epicenter and incorporated by reference herein.<sup>1</sup>

PCLC has a simple financial management structure. The board provides governance and oversight over all financial operations, and the Treasurer is responsible for the daily management of the accounting, budgeting, requisitions, purchase orders, payroll, payables, state/federal submissions, and all other financial transactions and reports. The key board roles and responsibilities are monitoring, oversight, and holding the treasurer accountable for the fiscal operations of the School. The key roles and responsibilities for the treasurer are to ensure the fiscal operations of the School are efficient, effective, and in line with all state/federal audit requirements. The treasurer services for PCLC are provided via a contract between the School and Mangen and Associates. EMIS, SOES, and CCIP functions are also managed by Mangen and Associates in coordination with the School's superintendent and support staff.

### **B.3 Transportation, Food Service, and Other Partnerships**

The transportation services for the School are provided by Cincinnati Public Schools (CPS) through a contract with First Student. The transportation logistics (bus routing, bell times, and student pick-up and drop-off times) for each student eligible for transportation are managed by CPS/First Student in cooperation with the School's staff.

The food services for the School are provided by a caterer contracted by the School. The caterer is selected each year based upon a bid process. The current caterer, Aunty's, is responsible for providing daily meals for all students based upon current nutritional requirements.

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<sup>1</sup> [ORC 3314.03 \(A\) \(31\) \(B\) \(5\)](#)

**COMMUNITY SCHOOL CONTRACT****B.4 Insurance**

The liability insurance for PCLC is provided by Risk Placement Services, Robert Caldwell, Broker. The School's liability coverage includes Part A: Non Profit Directors and Officers Liability, with limits of \$1,000,000 for each claim and \$1,000,000 in the aggregate. In addition, the School has Part B Coverage of \$1,000,000 for each claim and \$1,000,000 in the aggregate.

**Benefits**

PCLC benefits include, but may not be limited to, health insurance and retirement.

### **Exhibit 3. Governance Plan**

#### **C.1 Governing Body**

The primary roles and responsibilities of the PCLC governing authority include the following:

- Planning and goal setting
- Hiring and evaluating superintendent
- Approving purchases
- Approving and adopting annual budget
- Approving and adopting five-year forecast
- Setting and approving school policies
- Monitoring school finances
- Approving school curriculum
- Monitoring academic performance
- Negotiating and monitoring contract with school sponsor
- Fundraising
- Establishing community-relations committees as needed
- Governing Board composition

#### **C.2 Governing Board Composition**

The board of trustees strives to include leaders from multiple realms, including professionals, community leaders, and parents. Additional qualifications include but are not limited to commitment to advancing the principles and values of the PCLC; willingness to devote the time required; ability to exercise sound judgment; and history of involvement in community/civic activities, including active board membership and leadership.

#### **Governance Training & New Board Members**

PHOENIX Board of Directors (PBOD) has contracted with Board On Track for board governance training and related services. Working with Board on Track, the PCLC board has created viable goals and reasonable milestones that will strengthen our board and support learning and achievement in our school.

PBOD has established Friends of the PHOENIX, a 501 (c) (3) non-profit organization, created to provide support and vet potential PBOD members for the Phoenix Community Learning Center..

PBOD is actively working to on-board additional board members and have requested that all board members and members of affiliated organizations make a serious effort to identify and recommend potential members. PBOD is actively seeking potential board members from local businesses, community agencies, and colleges and universities.

The school will notify the sponsor within thirty (30) days of a board member's resignation or appointment.

### **C.3 Management and Operation**

The staff of the PCLC reports to the superintendent. The treasurer reports to the superintendent. The treasurer also has a reporting relationship to the board. The superintendent is the instructional leader and the principal has the responsibility for student discipline and facility issues.

#### **C.3.1 Records**

The PCLC will follow all state requirements related to the retention of records.

### **C.4 Staffing and Human Resources**

#### **Teacher recruitment and selection**

PCLC utilizes some of the following methods to recruit teachers:

- Newspaper ads
- Radio ads
- Personal referrals
- College career fairs
- Online teacher search firms

PCLC utilizes the following methods to determine teacher viability:

- Satisfactory personal interview
- Satisfactory reference check
- Satisfactory BCI check
- Satisfactory FBI check
- Satisfactory certification check

PCLC will also use a bonus system to attract and retain high-quality teachers. Based on PCLC acquiring additional funds through grants, donations, fundraising, and so on, we will offer bonuses to teachers based on performance. If 80 percent of a teacher's students pass the OAA in reading, math, science, or social studies, that teacher will receive will receive 2 percent of their base pay as a bonus. This will apply to each grade level that a teacher teaches that passes at 80 percent or more.

PCLC administration partners, collaborates, and networks with local universities and colleges (University of Cincinnati and College of Mount St. Joseph) in the area of educational leadership. This makes entrée into these programs an easier process with mentoring from school administrators. Educational opportunities are available at these institutions for those teachers who are interested in pursuing leadership positions (principal, superintendent, and district- and state-level education-leadership jobs).

#### **Recruitment of school leaders**

The board will look internally and externally for potential candidates, should the need arise. The PBOD has extensive contacts at the education-administration programs at the University of Cincinnati and the College of Mount Saint Joseph. In addition, the board may advertise in the local newspaper or utilize an executive search firm to recruit highly qualified candidates.

## **Evaluation Plan**

### ***Ohio Teacher Evaluation System***

The State Board of Education recognizes the importance of evaluating teachers for the purposes of rewarding excellence; improving the quality of instruction students receive; improving student learning; strengthening professional proficiency, including identifying and correcting deficiencies; and informing employment decisions. Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework, which is aligned with the Standards for the Teaching Profession adopted under state law (ORC 3319.111 and 3319.112). Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher-evaluation framework. The evaluation factors are weighted as 50 percent for student growth measures and 50 percent for teacher performance. Student academic growth will be measured through multiple measures that must include value-added scores on evaluations for teachers, where value-added scores are available. The board of directors may administer assessments chosen from the ODE's assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state- designed criteria and guidance.

Using a rubric—a guide for criteria—teachers will be rated as either accomplished, proficient, developing, or ineffective. The teacher's performance rating will be combined with the results of student growth measures to produce a summative evaluation rating. Teachers with above-expected levels of student growth will develop a professional-growth plan and may choose their credentialed evaluator for the evaluation cycle.

Teachers with expected levels of student growth will develop a professional-growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Teachers with below-expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

Additionally, the board of directors will include in its evaluation policy procedures for using the evaluation results for retention and promotion decisions and for removal of poorly performing teachers. Seniority will not be the basis for teacher-retention decisions, except when deciding between teachers who have comparable evaluations. The board will also provide for the allocation of financial resources to support PD.

The superintendent and team leaders have been trained and certified in how to implement the Ohio Teacher Evaluation System (OTES). PCLC will conduct these evaluations annually for

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teachers and principals and use the data and results from evaluations to plan PD, drive budget development, and inform decisions for peer support, leadership assignments, promotions, and retention.

Principals and peer-review coaches will be proficient in the administration of the evaluation tool, as demonstrated by reliability testing on rubric scoring of evaluators. The principal will be evaluated annually by the superintendent using the Ohio Principal Evaluation System (OPES). The superintendent will be evaluated annually using procedures and measures set forth by the board of directors.

All other staff members will receive a Performance Planning and Assessment (PPA) review. The PPA process will accomplish the following:

- Provide a documented means for the administrator and staff member to mutually establish and agree upon the staff member's identified benchmarks at the beginning of and during the school year
- Provide a documented means for evaluating and communicating actual performance against identified benchmarks
- Enhance the administrator's communication with the staff member regarding their individual identified benchmarks

Any staff member who disagrees with her/his PPA rating may submit a rebuttal within thirty days of the evaluation.

During PPA, the administrator will also consider the attainment of identified benchmarks, as well as the following:

- Attendance, initiative, and effort
- Knowledge of work
- Attitude and willingness to help and learn
- The quality of work
- The conditions under which the employee works

The primary reason for performance reviews is to identify employees' strengths and weaknesses in order to reinforce good habits and develop ways to improve weaker areas. This review also serves to make employees aware of and document how her/his job performance compares to the goals and description of his/her job. It is also a good time to discuss employee interest and future goals. PCLC is interested in assisting employees in their progress toward the achievement of personal as well as work-related goals—perhaps recommending further training or additional opportunities.

In addition to individual job-performance reviews, PCLC may periodically conduct reviews of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position and that these changes are recognized and adequately compensated.

Staff performance reviews are part of a comprehensive performance-management process for

which both the staff member and PCLC are responsible. Prior to the start of the school year, the staff member and superintendent will meet to discuss performance expectations. The superintendent explains the purpose and importance of each expectation. He/she should gain the staff member's commitment by seeking and developing the goals of the employee. Staff members are encouraged to make suggestions and recommendations so that they fully understand and agree to the performance expectations. At the end of the year, the superintendent will provide the employee with a written performance appraisal, and the two will discuss future development.

### **C.5 Professional Development**

PD requires that all staff members stay abreast of current issues and trends in education and participate in activities that promote individual professional growth. All staff will participate in the alignment of curriculum to the Ohio's New Learning Standards (Common Core) and the Ohio revised standards to identify clear learning goals and targets. FPD will be available on the alignment of formative assessments, unit organizers, curriculum maps, pacing guides, and short cycle assessments (PI TEST).

A large part of PCLC's PD will focus on the instructional shifts required by ODE in order for teachers to navigate successfully through the OTES and for students to pass the next-generation assessments. PD sessions on instructional shifts (based on Common Core standards) will have the following focus.

**Instructional shift 1:** Build a deep understanding of content and effectively apply learning within and across disciplines.

As a result of PCLC PD, teachers will have a better understanding of how to build a deep understanding of content and will effectively apply learning within and across disciplines and see the value of implementing this shift in the classroom. This will inject rigor and relevance into classroom instruction. These PD sessions also align with the school's mission of developing students' higher-order thinking skills.

**Instructional shift 2:** Craft responses based on evidence, including demonstrating understanding, explaining reasoning, and justifying a position.

As a result of PCLC PD, teachers will have a better understanding of how to assist and assess students in crafting responses based on evidence, including demonstrating understanding, explaining reasoning, and justifying a position. In addition, they will understand and be able to explain the value of implementing this shift in the classroom.

**Instructional shift 3:** Use technology appropriately, strategically, and ethically in academic and real-world settings.

As a result of PCLC PD, teachers will have a better understanding of how to use technology appropriately, strategically, and ethically in academic and real-world settings and see the value of implementing this shift in the classroom. PCLC is committed to providing internal and external staff training and PD that supports PCLC's mission of increased student learning and achievement. PCLC's staff members are encouraged and expected to take responsibility in continuing to develop their career path and PD.

Internal and external staff training and PD will take the form of projects, seminars, workshops, mentoring, professional conferences, and study groups. Staff training may be provided in the following areas:

- PCLC's contract
- Instructional shifts
- Resources and materials aligned to Common Core standards
- Ohio model curriculum for Common Core in math and reading and the revised standards in science and social studies (K–8)
- OTES
- Achieving state outcomes
- Value added
- Writing and implementing student learning objectives
- Developing a high-performance school culture
- Mentoring
- Parental involvement
- Classroom management
- Character education
- Integrating technology in the classroom
- Team building
- Strategic planning and leadership
- PCLC bonus system

Among the guarantors of student achievement are high staff motivation and quality PD. PCLC will seek out professional opportunities that emphasize both content and pedagogy, help staff develop leadership roles, and include contact with practitioners and researchers as well as other staff.

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PCLC will encourage and support each staff member's continuous improvement through education, training, coaching, supervision, and self-study. The following will be part of the PD:

- PCLC will develop a coaching system that includes teacher and administrative leaders and mentors, as well as regional expertise from educational service centers and state support teams. This system will provide ongoing training and support for the implementation of a robust continuum of assessment and data use in informing teaching and learning.
- PCLC will participate in data sharing and research to advance the understanding of highly effective teaching.
- PCLC will build a teacher-level value-added culture that uses multiple sources of data to continuously improve teaching and learning and accelerate every student to a college- and career-ready level.
- PCLC will refine staff knowledge of other measures of student growth used to supplement value-added data, such as growth in literacy levels (running records), grade gains on supplemental diagnostic tests, and performance-based assessments.
- PCLC will use student growth and other data as diagnostic tools to inform instruction and decisions about PD and teacher team inquiry/collaboration for school improvement.
- PCLC will provide its staff with high-quality professional development (HQPDP) that is purposeful, structured, and a continuous process that occurs over time.

Through engaging as a professional learning community, we incorporate feedback, data from observations, and survey data to plan the PD sessions to address school-wide and individual development demands. The embedded PD and activities are based on the state standards for PD, with an emphasis on fostering individual professional growth.

The PD activities will be evaluated for effectiveness and level of integration through applying the state rubric for the standards for PD and through the observation of teachers using the tools of OTES.

PCLC will continuously collect data from observations, evaluations, students' progress data, and reflections from teachers to plan the daily PD sessions, as well as the monthly in-service sessions. Each teacher is also required to engage in individualized PD through our web-based PD portal, PD 360. In this system, each educator must reflect on and adjust his or her practice in response to the development sessions that have been offered.

PCLC takes ownership of its own staff development. Staff training and PD are integrated into the work schedule at the beginning of each work day and one Saturday each month. Teachers, administrators, and instructional assistants meet at the beginning of each school day for ongoing staff development, which includes discussing classroom challenges and evaluation of their teaching as well as sharing data on student learning and achievement. This is also a time for the superintendent and staff members to mentor and model for each other in their areas of expertise.

### **C.6 Student Recruitment and Enrollment**

Open enrollment begins in March of each year. Before open enrollment begins, however, students who are currently enrolled are given the opportunity during February to indicate whether or not they will be returning the next year. Once open enrollment begins and we have reached our limit, we will start a waiting list. Siblings of students already enrolled will be enrolled first. All other students on the waiting list will participate in a public lottery where a third party will pull lots to determine the order in which students will be enrolled as space becomes available.

During open enrollment, students are recruited in the following ways:

- TV commercials
- Radio commercials
- Dissemination of brochures and flyers
- Yard signs
- Public forums
- Referrals (word of mouth)

The school also actively recruits from and has formed effective working partnerships with preschools, daycares, recreation and community centers, Juneteenth, Black local charter high schools, and various events around the city.

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

### **C.7 Community Partnerships**

Some of the school's many community partners are listed below:

1. Cincinnati State STEM High School
2. Nanny's Day Care
3. Cincinnati Bethel Child Care
4. New Horizon Child Care Center
5. Kiddie Kampus
6. Art Reach
7. Avondale Health Initiative
8. Avondale Youth Council
9. Boys and Girls Club of America
10. Boy Scouts—weekly in-school program with boys
11. Cincinnati Art Association—theatre performances for students on site
12. Cincinnati Children's Hospital—works with school on safety
13. Cincinnati Health Department Dental Program—provides free dental screening for students
14. Cincinnati Museum Center—provides free field trips to museum, including transportation
15. Cincinnati Opera—on-site performances
16. Cincinnati Playhouse in the Park—theatre performances for students

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17. Cincinnati Police Department District 4 (Sop with a Cop, seatbelt safety, anti-bullying, and so on)
18. Community Action Agency—provides jobs for PCLC students
19. Fun Services—provides games for field-day activities
20. Girl Scouts—weekly in-school program with girls
21. Hamilton County Naturalist—in-school naturalist visit for all students (live animals, conservation, and so on)
22. Hamilton County Park District—field trips to nature reserve
23. Honey Hills Farm—provides food donations for PCLC events
24. Learning for Life—provides character education
25. Lenscrafters—Gift of Sight program supplies free vision screening and glasses to students
26. National Children’s Theatre—provides free performances for students
27. Owens Group—supplies promotional items to be used as incentives for student achievement
28. Ruth Fogle—free black history performance
29. Talbert House—self-esteem program
30. Toys for Tots—provides toys for all students for the winter holidays
31. Underground Freedom Center—summer freedom school for PCLC students
32. University of Cincinnati—Science on Wheels program, a science-enrichment program for grades one through eight
33. Volunteer Doctors of America—provides medical workshops and massages for teachers and staff
34. Willis Music—donated three pianos for PCLC music-enrichment program
35. Annette Richardson
36. American Heart Association
37. American Red Cross
38. Avondale Branch Library
39. Hoxworth Blood Center
40. Centerpoint Health
41. Cincinnati Fire Department
42. Cincinnati Health Department
43. Cincinnati Police Youth Academy
44. Crossroads Center
45. Council on Aging
46. City Council member Yvette Simpson
47. City Council member Chris Smitherman
48. DePaul Cristo Rey
49. McDonald’s
50. Michelle Graves, a.k.a. The Money Lady
51. Ms. Teen Cincinnati Christiana Tait
52. Owens Chiropractic
53. Pro-Seniors
54. Remke Bigg’s
55. Sam’s Club
56. Saving African American Families

- 57. Spring Grove Cemetery
- 58. Synod Health Ministries

### **C.8 Parent Engagement**

Currently, PCLC offers PD for parents on the second Saturday of every month. The purpose of the workshops is to help increase parents' knowledge of their child's education and teacher's training and provide instruction on how to be an effective advocate for their child. In addition, there are special events that are offered throughout the school year (Open House, Bring Your Parent to School Day, Parents Take the Test Day, and so on) that provide opportunities for parents to meet with teachers and administrators to voice their opinions and offer suggestions for programs they would like to see offered at PHOENIX. Most importantly, PHOENIX maintains an open-door policy, inviting parents to visit their children's classrooms during the school day. The combination of training, enrichment programs, and the school's open-door policy are all effective tools in offering awareness to the important role that parents play in our school's success and sustaining parent engagement.

### **C.9 Means for Achieving Racial and Ethnic Balance**

The Community School will achieve a racial and ethnic balance reflective of the community it serves by abiding by all legal admission policies outlined in Ohio laws. The Community School will be nonsectarian in its programs, admissions policies, employment practices, and all operations; will not charge tuition; and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. The Community School will annually review its demographic data. If a significant difference exists between the racial and ethnic balance of the Community School's home city and/or district and that of the school, the Governing Authority may take action to address the difference, which may include but may 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 State Teachers Retirement System of Ohio and School Employees Retirement System contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional Development Committee 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 monies 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

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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 may not be limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio or the School Employees Retirement System.

**C.13 Dismissal Procedures**

In accordance with Ohio Revised Code §3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in 105 consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdrawal procedures.

**C.14 Management**

In accordance with Ohio Revised Code §3314.191, the chief administrator of the community school actively manages daily operations at the school.

**COMMUNITY SCHOOL CONTRACT****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, including additional alternative indicators, are reviewed annually and are also reviewed over the term of the contract at renewal. Subsequent sponsorship contracts will incorporate alternative accountability metrics in the event that the familiar ones cannot be obtained

<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>2</sup>	80% or higher	50%–79%	30%–49%	29% and below
VA <sup>3</sup>	Greater or equal to +2	Greater or equal to -2 but less than +1	–Greater or equal to -2 but less than -3	Greater or equal to to -3
Graduation rate (four years)	89% - 100%	79% - 88.9%	69% - 78.9% <sup>4</sup>	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>4</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>2</sup> The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

<sup>3</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>4</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.

## COMMUNITY SCHOOL CONTRACT

Secondary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
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
Financial measures of success (current year)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days' cash	60 or more days' cash	Between 30 and 60 days' cash	Between 15 and 30 days; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

Current-year enrollment variance <sup>5</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
Financial measures of success (prior years)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Multiyear ratio of assets to liabilities <sup>6</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
Operations/ governance primary indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance <sup>7</sup>	90% or higher	79%–89%	60%–78%	59% or below

<sup>5</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>6</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>7</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

## COMMUNITY SCHOOL CONTRACT

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, or 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, or 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>8</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	
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

Future renewals will be contingent upon the school meeting the required benchmarks, set forth below.

<sup>8</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.

**COMMUNITY SCHOOL CONTRACT****Conditions related to the current Covid pandemic**

Benchmark	Deliverable
PCLC submits to us its internal assessment data (in PCLC's case those from the NWEA assessment), including participation rates, in reading and math by grade level and schoolwide for Fall 2020, Winter 2021, Spring 2021, and Fall 2021	PCLC to submit all data by November 1, 2021.
PCLC completes and submits our Internal Test Administration Assurances document to ensure test and data integrity (i.e., verify that testing protocols were followed and the assessments completed securely).	PCLC to submit assurances December 1, March 1 and June 1.

**COMMUNITY SCHOOL CONTRACT****Exhibit 5. Letter of Approval to Operate**

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

PHOENIX COMMUNITY LEARNING CENTER  
3595 Washington Avenue  
Cincinnati, Ohio 45229  
IRN number 133504

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

- 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

**COMMUNITY SCHOOL CONTRACT**

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

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 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:
  - (1) Proof of property ownership or a lease for the facilities used by the school;
  - (2) A certificate of occupancy;
  - (3) Liability insurance for the school, as required by division (A)(I)(b) of section [3314.03](#) of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
  - (4) A satisfactory health and safety inspection;
  - (5) A satisfactory fire inspection; and
  - (6) 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;
- (L) That the school has designated a date it will open for the school year for which the

## COMMUNITY SCHOOL CONTRACT

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:

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

Amended by 133rd General Assembly File No. TBD, HB 166, §101.01, eff. 10/17/2019.

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

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

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

Effective date: 2007 HB119 6/30/2007; 2007 HB190 11/14/2007; 2008 HB428 9/12/2008.

**COMMUNITY SCHOOL CONTRACT****Exhibit 7. Roster of Governing Authority****PHOENIX Community Learning Center Governing Authority**

Name	Role	Term	Address
Mr. Anthony Robinson	Member (14 years)	To be submitted to Sponsor as set forth in EpiCenter	3595 Washington Avenue Cincinnati, Ohio 45229
Dr. William Scott Wallace	Secretary (10 years)	To be submitted to Sponsor as set forth in EpiCenter	3595 Washington Avenue Cincinnati, Ohio 45229
Ms. Shekinah Rhodes	Member (2 years)	To be submitted to Sponsor as set forth in EpiCenter	3595 Washington Avenue Cincinnati, Ohio 45229

**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>9</sup> states the following:

- 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 PHOENIX COMMUNITY LEARNING CENTER 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>10</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>9</sup> ORC 3314.02 (E) (4)

<sup>10</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).



**COMMUNITY SCHOOL CONTRACT****Exhibit 9. Facilities Addendum**

This Exhibit includes a stipulation of which entity owns all Community School facilities and property, including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.<sup>11</sup>

PCLC owns all Community School facilities and property.

School facilities information must include the following:<sup>12</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	Parcel 1: Lot No. 2 as recorded in Plat/book 1, Page 290, Hamilton County, Ohio, Recorder's Office at Washington Avenue and Glenwood Avenue. Parcel 2: Easement for Ingress and Egress as described in Official Record 9843, Page 2666, Hamilton County, Ohio Recorder's Office situated in section 9, Township 3. Fractional range 2, Miami Purchase, City of Cincinnati. Two-story educational-use facility and adjacent property.
Annual costs	N/A
Annual mortgage principal and interest payments	\$314,421.12
Name of landlord or lender and relationship to operator	<a href="#">Self-Help Credit Union</a> . No organizational relationship.

<sup>11</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>12</sup> [ORC 3314.03 \(A\) \(9\)](#)

**Exhibit 10. Blended-Learning Requirements**

If a school operates using a blended-learning model, as defined in [ORC 3301.079](#), include all of the following information:<sup>13</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.

PHOENIX COMMUNITY LEARNING CENTER does not operate using a blended-learning model, as defined in ORC 3301.079.

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<sup>13</sup> [ORC 3314.03 \(A\) \(29\)](#)