

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of Phoenix Community Learning
Center and the Thomas B. Fordham Foundation**

TABLE OF CONTENTS

<u>Contract section</u>	<u>Page number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	3
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	16
<u>Article V.</u> 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	17
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	19
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	23
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	26
<u>Article XIV.</u> Assignment	26
<u>Article XV.</u> Amendments or Modifications	27
<u>Article XVI.</u> Severability	27
<u>Article XVII.</u> Every Student Succeeds Act	27
<u>Article XVIII.</u> Dispute-Resolution Procedure	27
<u>Article XIX.</u> Discrimination Policy	28
<u>Article XX.</u> Entire Agreement	28
<u>Article XXI.</u> Notice	29
<u>Article XXII.</u> Nonwaiver	29
<u>Article XXIII.</u> Force Majeure	30
<u>Article XXIV.</u> No Third-Party Rights	30
<u>Article XXV.</u> Nonagency	30
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	31
<u>Exhibit 1.</u> Education Plan	32
<u>Exhibit 2.</u> Financial Plan	60
<u>Exhibit 3.</u> Governance Plan	62
<u>Exhibit 4.</u> Academic and Organizational Accountability Plan	72
<u>Exhibit 5.</u> Letter of Approval to Operate	75
<u>Exhibit 6.</u> Statement of Assurances for Start-Up Schools	77
<u>Exhibit 7.</u> Roster of Governing Authority	79
<u>Exhibit 8.</u> Related-Party Disclosure Form	80
<u>Exhibit 9.</u> Facilities Addendum	82
<u>Exhibit 10.</u> Blended-Learning Requirements	83
<u>Exhibit 11.</u> Transition Requirements	84

COMMUNITY SCHOOL CONTRACT

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2022, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of Phoenix Community Learning Center (PCLC), located at 3595 Washington Ave., Cincinnati, OH 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 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 eight.

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: “Phoenix Community Learning Center is sponsored by the Thomas B. Fordham Foundation.”

Article II. Term

The term of this Contract shall be for a period of one year, commencing July 1, 2022, and ending June 30, 2023 (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 the following:

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
5. Such other material and information as required by the SPONSOR

When considering Contract renewal, the SPONSOR will examine the Community School's performance during the term of this Contract. The SPONSOR will examine with particularity the Community School's fidelity to Exhibit 1 (Education Plan) and the school's performance against the requirements of Exhibit 4 (Academic and Organizational Accountability Plan).

The renewal or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by January 15 in the year in which the Sponsor intends to take action not to renew the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a nonrenewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state if permitted to do so under Code Section 3314.07(B)(5). In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of the Community School 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 Schools.

In accordance with Code Section 3314.05(B)(5), the GOVERNING AUTHORITY agrees that any facility used for a community school shall meet all health and safety standards established by law for school buildings and agrees to remain compliant with all health and safety standards established by law for school buildings for the entire term of this Contract. The GOVERNING AUTHORITY agrees, in the event the Community School wishes to change locations and/or facilities, to acquire a new Letter of Approval pursuant to Article VII of this Contract.

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR immediately as to any of the following: any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; any allegation that the GOVERNING AUTHORITY or the lessor has breached any lease, deed, or other land-use agreement concerning the physical plant; and any proposal to move the Community School from its current location specified in this Contract to another location or from its current facility to another.

The GOVERNING AUTHORITY represents that its Commercial General Liability policy expressly covers Corporal Punishment Liability and Athletic Participation Medical Liability. In addition to any existing insurance policies, the GOVERNING AUTHORITY agrees to negotiate in good faith with the SPONSOR to determine the types and amounts of other insurance policies that it shall acquire and maintain in place. At a minimum, however, the GOVERNING AUTHORITY agrees to maintain insurance policies for the following types and amounts of coverage: commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of one million dollars (\$1,000,000); employee-dishonesty insurance with limits of five hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of the Community School) with limits of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY 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

COMMUNITY SCHOOL CONTRACT

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 16th Street NW, 8th Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 130 West Second Street, Suite 410, Dayton, Ohio 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 Contract. 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.

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 or a summary thereof, 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; (ii) be otherwise permitted by law to teach in an Ohio community school by rule or statute; or (iii) 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.

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 without legitimate excuse. 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) and Code Section 3314.03(A)(11)(l), 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, 3302.037, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 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, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 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 AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable. In its initial year of operation, if the Community School fails to open by September 30, or within one year after the adoption of the contract pursuant to Code Section 3314.02(D) if the mission of the school is solely to serve dropouts, the contract shall be void.

To the extent required by Code Section 3314.03, the Community School, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, shall comply with Code Section 3313.6021 and Code Section 3313.6023 as if it were a school district.

If the Community School operates as a preschool program that is licensed by the Department under Code Sections 3301.52 to 3301.59, the Community School shall comply with Code Sections 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board of Education under R.C. 3301.53.

COMMUNITY SCHOOL CONTRACT

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

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.

COMMUNITY SCHOOL CONTRACT

The GOVERNING AUTHORITY represents that the school director, principal, or superintendent of the Community School, if a member of the GOVERNING AUTHORITY, is a nonvoting member of the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit 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

3. The Community School is delinquent on any payments due to the Ohio Department of Education, the State Teachers Retirement System, the School Employees Retirement System, or any other state agency

Sponsorship fees that remain unpaid for more than thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The Total State Support shall be the total state foundation payment as 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. In the event that the Department does not promulgate such regulations or guidance, the Total State Support shall include all revenue received by the Community School pursuant to Title 33 of the Ohio Revised Code and detailed on the community school settlement report, excluding any incentive based grants, charitable contributions; or funding provided outside of Title 33 of the Ohio Revised Code and uncodified 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 support payment include total payment before retirements, as shown on the monthly statement of settlement, minus any incentive-based funding that includes, but is not limited to, the Quality Community Schools support grant. Nothing in this Contract shall limit the SPONSOR from waiving any debt owed to it by the Community School at the SPONSOR's discretion.

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.

In accordance with Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 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 Sections 3313.6027 and 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
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 GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and/or reasonable 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 cashflow and income statements and balance-sheet information and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School’s operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by the state auditor’s office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the school. The GOVERNING

AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING AUTHORITY will submit copies of all state-issued audits and management letters to the SPONSOR within two (2) business days of receipt of the same by the GOVERNING AUTHORITY.

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

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

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

C. Governance Plan:

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

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY’s Code of Regulations, Bylaws, or the Code. Additionally, the GOVERNING AUTHORITY agrees to comply with the procedures by which the members of the GOVERNING AUTHORITY of the Community School will be selected in the future as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein. Failure to maintain at least five (5) voting members on a regular basis may result in the SPONSOR taking action under Section D (Accountability) of Article III (Responsibilities of the GOVERNING AUTHORITY), Article VIII (Probationary Status), Article IX (Suspension of Operation), or Article X (Expiration/Termination of Contract) of this Contract.

The GOVERNING AUTHORITY agrees that any voting member of the GOVERNING AUTHORITY will recuse him/herself and not participate in any decisions or deliberations involving the following relatives, regardless of where they reside: (1) spouse, (2) children, (3) siblings, (4) parents, (5) grandparents, and (6) grandchildren; any other person related by blood or by marriage and living in the same household; or any business associate who is an employee of the school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations, or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reasons therefore.

The GOVERNING AUTHORITY agrees to provide notices to students, parents, employees, and the general public indicating that all of the Community School's educational programs are available to its students without regard to race, creed, color, national origin, sex, or disability. Further, the Community School shall provide a nondiscrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms, and promotional materials other than radio advertisements.

In accordance with Code Section 3314.03(A)(12), the GOVERNING AUTHORITY agrees to make arrangements for providing health and other benefits to employees as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district and/or the state in which the Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 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 and 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.

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 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.

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 of which it may avail itself 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
4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any

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

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

Article VII. Letter of Approval to Operate

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor, in the new location, begin classes for students until it has received a letter of approval to operate (“Letter of Approval”) issued by the SPONSOR, the requirements of which are attached hereto as Exhibit 5 and incorporated by reference as if fully written herein, as well as any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

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

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 accordance with the requirements of Code Section 3314.073, 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 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 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
5. Other good cause

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR’s notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can

and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient, the Contract may be terminated or operations of the school may be suspended pursuant to Article IX of this Contract.

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School shall remain on probationary status and the SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR. If the SPONSOR finds at any time that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, then the SPONSOR may take further action under Section 3314.073, including taking over the operation of the Community School or suspending the operation of the Community School.

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

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article and the suspension of operation of the Community School under Article IX are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article IX for suspension of operation of the Community School during the pendency of any probationary status or period for such imposed on the Community School under Article VIII.

Notwithstanding the foregoing, before taking action under Articles VIII or IX, the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a warning, the GOVERNING AUTHORITY and Community School of areas of noncompliance that may warrant probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VIII or IX but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR's sole discretion, circumstances so warrant.

Article IX. Suspension of Operation

If the SPONSOR suspends the operation of the Community School pursuant to the procedures set forth in this Article IX, the GOVERNING AUTHORITY shall not operate the Community School while the suspension is in effect.

Upon the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall immediately notify the employees of the Community School and the parents of the students enrolled in the Community School of the suspension and the reasons for the suspension and shall cease all school operations on the next business day. Any such suspension shall remain in effect until the SPONSOR notifies the GOVERNING AUTHORITY that it is no longer in effect.

A. Health and Safety:

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
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 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. Other good cause

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

After 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
10. Other good cause

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal, and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an

informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

The termination of this Contract shall be effective upon the occurrence of the later of the following events:

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract
2. If an informal hearing is requested and, as a result of the informal hearing, the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination

If the SPONSOR learns that the Community School may receive a designation of “unauditable” from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, and termination or nonrenewal of the Contract. In the event that the Ohio Auditor of State declares the Community School to be “unauditable,” the GOVERNING AUTHORITY shall comply with its obligations under Code Section 3314.51.

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 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.

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. However, this Article does not limit the Community School from enforcing the terms of this Contract and SPONSOR's performance of the duties herein. The GOVERNING AUTHORITY hereby covenants not to sue the SPONSOR's directors, trustees, officers, employees, agents, or representatives for any matters that arise under this Contract. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses, and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY, and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

Article XIV. Assignment

Neither this Contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior written consent of both parties, which consent shall not be unreasonably withheld, and upon such terms and conditions as the parties may agree. Any assignment without the prior written consent of both parties is void. The GOVERNING AUTHORITY shall have the authority to subcontract its obligations under this Contract to third parties for the management and daily operations of the Community School.

Article XV. Amendments or Modifications

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

Article XVI. Severability

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

Article XVII. Every Student Succeeds Act

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
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute-resolution process

In the event that the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding mediation using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR and the

COMMUNITY SCHOOL CONTRACT

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
c/o Dr. William Scott Wallace
3595 Washington Ave.
Cincinnati, OH 45229

If to SPONSOR:

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

Copies to:

The Thomas B. Fordham Foundation
130 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

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.

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**

DocuSigned by:
Michael Petrilli
BY: _____
A4E797850A61430...
Michael J. Petrilli
President

6/17/2022
DATE: _____

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

DocuSigned by:
Dr. William Scott Wallace
BY: _____
FEC2F9FBCCCA4D6...
Governing Board Representative

6/24/2022
DATE: _____

Exhibit 1. Education Plan

A.1 Mission

Phoenix Community Learning Center (PCLC) is an inclusive school dedicated to increased learning and achievement of all students and focused on closing student learning gaps in reading, writing, and math for K–8 students with and without disabilities. Additionally, PCLC is committed to ensuring that all staff are equipped with the tools and strategies needed to help each child learn to think at high levels and grow academically, socially, and emotionally.

Through positive behavioral interventions and supports (PBIS), education, and strong staff, student, family, and community involvement, PCLC students will become responsible citizens who make positive contributions to their community and the world—now and in the future.

A.1.1 Vision

PCLC’s vision is focused on data-driven instruction, student achievement, and continuous improvement. Learning to read and write is the basis for all the learning that follows in content-area subjects. PCLC envisions itself as a school where every K–8 student reads, writes, and does math at or above grade level.

We envision all students working at grade level and above. Any academic gaps are being closed as children master skills identified on their individualized learning plan (ILP). We see students getting the assistance they need from reading and math tutors to ensure that students do not acquire gaps that interfere with their achievement.

In our vision, all students are socially and emotionally sound as they work in a joyful school climate where learning and achievement are continuously celebrated.

We envision all students with and without disabilities in the primary grades (grades K–3) mastering decoding and reading comprehension at and above grade level. With our instructional focus on letters, sounds, and words and reading and writing with accuracy and expression, PCLC envisions 100 percent of students in grades K–2 “learning to read” at grade level before entering third grade.

As students move into the upper elementary grades (grades 4–8), we envision 100 percent of PCLC students successfully progressing to “reading to learn” content material. Students will have a deep awareness of the demands of text as they learn to use reading and writing to communicate conceptual understandings.

In our vision, all PCLC teachers (science, social studies, math, physical education, etc.) are committed to ensuring that 100 percent of their students become analytical readers, writers, and communicators of language. Our vision is in alignment with the Ohio Learning Standards and the Common Core Anchor Standards, which require 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 of the twenty-first century equipped not only with strong

reading, writing, and mathematical skills but also with the innovative mindset and critical-thinking skills that employers look for in twenty-first-century workers.

Over the next five years, we envision that it will be a normal part of PCLC's curriculum and culture to see reading and math intervention teachers and tutors throughout the school who are focused on using data to close the learning gaps of all students and accelerate students as the data dictates.

A.1.2 Educational Philosophy

PCLC school leaders and staff have shifted our focus to an approach that focuses on what we believe really matters: student learning. To do this, PCLC has chosen to implement principles of mastery learning. The heart of mastery learning is the idea that it enables students to move forward at their own pace as they master knowledge and skills. We believe that through professional development, all teachers and tutors must be made aware of the critical urgency of being clear and focused on what students should be learning at each grade level. We believe it is equally important that all PCLC teachers and tutors continuously ask themselves the following questions as they relate to the students with whom they work:

1. What content and skills will my students be assessed on? (short-cycle assessments and state test)
2. What am I expected to teach?
3. What are my students expected to learn?
4. What does the data show that my students are actually learning?

PCLC's educational strategy and philosophy is based on the concept of mastery learning. This allows administrators and other school leaders to focus on what PCLC students are learning instead of focusing too much on what teachers are teaching. In order to implement mastery learning at PCLC, we understand that we have to reshape our view of education and learning. We have regeared our philosophical and pedagogical thinking toward mastery learning as a way to meet the varied academic needs and fill the reading and math skills gap of PCLC students. The school's approach includes many of the components of mastery learning found in the Great Schools Partnership (2016). This partnership describes the features commonly found in the most effective mastery-based systems. Listed below are some of those features that can be found at PCLC:

- Students and families are consistently informed of all learning expectations. These include the short-term expectations (e.g., learning objectives) and the general expectations (e.g., the school's grading and reporting system).
- The students' academic performances are assessed against common learning standards and performance expectations. This applies to students with and without disabilities.
- Because assessments are competency based and criterion referenced, student success is defined by the achievement of expected competencies.
- Formative assessments are used to measure learning progress. Results from these assessments determine how to improve instructions, teaching practices, and academic support.
- Summative assessments are used to evaluate learning achievement. Results from these assessments record students' level of mastery at a specific point in time.

- Students’ work habits, character traits, and behaviors, such as attendance and class participation, are monitored and reported separately from academic progress and achievement.
- Academic grades translate as a student’s learning progress and are used to improve and facilitate the learning process.
- When students fail to meet expected standards, they are given another chance to improve their work.
- Personalized learning options, differentiated assessments, and alternative learning methods can help realize student learning progress.
- Students are empowered to make important decisions about their learning, including contributing to the design of learning experiences and pathways.

We believe that mastery learning will help to ensure that PCLC students understand what is being taught before moving on to more difficult material. With mastery learning, all students are not on the same schedule. PCLC teachers are required to provide for more differentiated instruction and give students more time to go over the learning material. Students will have repeated opportunities to learn off, on, and above grade-level material.

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)—will enroll students statewide.

A.3 Curriculum and Instruction

The major focus of PCLC’s curriculum is on closing student learning gaps in reading and math, science, and social studies. This aligns well with the school’s mission, which is focused on closing learning gaps for students with and without disabilities. The Ohio Learning Standards, Standards in Math and Reading, and the Revised Standards in Science and Social Studies (K–8) will be used. The Ohio Learning Standards are aligned with the instructional strategy of inquiry-based learning and PCLC’s mission of higher-order thinking.

The academic areas taught are language arts, social studies, science, math, writing 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 Learning Standards. All students can achieve at high levels when afforded the best learning opportunities which meet their individual needs. The following approaches and strategies have been adopted by PCLC.

Amplify Core Knowledge Language Arts (CKLA)

Amplify Reading provides instruction for every student with personalized learning. Amplify Reading is PCLC’s personalized reading and learning program for grades K–5. It includes captivating storylines that engage students in reading instruction and practice. Whether students are learning to read fluently or sharpening their close-reading skills, Amplify Reading accelerates student growth.

Based on the science of reading, Amplify Reading motivates all students to become confident readers. Amplify has been proven to boost critical-reading skills and captivate students using methods that are evidence-based and ESSA-aligned. All Amplify programs meet the criteria for ESSA Tiers I–IV, demonstrating statistically significant and positive results for learners.

Amplify is a unique core curriculum for PreK–5 ELA grounded in the science of reading, combining rich, diverse content knowledge in history, science, literature, and the arts with systematic, research-based foundational-skills instruction. Amplify CKLA requires students to dig deeper across content areas and make connections. It is a knowledge-based approach to reading comprehension. This intentional approach to background knowledge allows students to build a robust knowledge base for accessing and unpacking complex texts, so real comprehension can happen.

Amplify teaches explicit, systematic foundational skills to develop strong readers. Research-based lessons integrate foundational-literacy skills and crosscurricular content knowledge. The lessons systematically cover 100 percent of Ohio foundational skills standards, setting every student up to succeed.

Teacher materials and resources for Amplify Reading include the following:

- Teacher guides
- Projectable lesson components
- The Hub for digital components
- Quests for the Core for grades 3–5 (immersive, problem-based learning)
- Professional-development website with model lessons and training resources
- Teacher-resource website
- Trade books and novel guides

Student materials and resources include the following:

- Decodable chapter books
- Student readers
- Crosscurricular readers
- Activity books
- Formative assessments
- Poet’s Journal and Writer’s Journal (write-in readers for grades 4–5)

Amplify Reading offers online resources anywhere, anytime, from any device. Amplify digital resources and materials include the following:

- Digital hub
- Knowledge Builder animated videos
- Sound library songs and videos
- Vocabulary App

- eReader
- Recorded read alouds
- Professional-development website
- Real-time program support via email, live chat, and phone

Visual scaffolds, such as Knowledge Flip Books and Knowledge Image Cards, bring life to history, science, and literature. Multisensory phonics and foundational skills resources give PCLC students the opportunity to practice key skills using diverse, fun approaches that build independence. Multisensory phonics and foundational-skills resources include the following:

- Big books
- Large and small letter cards
- Spelling cards
- Vowel and consonant-code flip books
- Chaining folders

The missing link between decoding and comprehension, Amplify Reading focuses on the things we do while we're reading that allow us to make sense of text—also known as comprehension processes. Research has proven that this approach works for beginners, struggling readers, and English learners who share a similar demographic to PCLC.

Reading A–Z

Reading A–Z offers PCLC students an extensive collection of leveled-reading resources. Students and teachers have access to more than 2,000 books at twenty-nine levels of reading difficulty to choose from and teachers can easily put developmentally appropriate content into each student's hands. It also includes thousands of resources to enhance instruction and strengthen PCLC students' reading skills, such as guided lesson plans, worksheets, and assessments. Teachers can also hone student reading skills with lesson plans, worksheets, discussion cards, and comprehension quizzes that accompany every leveled book. Teachers can teach important twenty-first-century skills and address critical English language arts (ELA) curriculum standards with thousands of downloadable, projectable, and printable teaching materials. Finally, teachers can utilize hundreds of world language/translated books ideal for bilingual, English language learner, and dual-language programs if needed.

Writing A–Z

Writing A–Z includes online writing lessons, resources, and tools for students in grades K–8. It delivers a set of eLearning tools students can use to practice their creative and process writing skills and submit assignments to their teacher online. Writing A–Z provides the differentiated materials and instruction tools PCLC teachers need to teach writing in the classroom. It has an extensive collection of resources differentiated at five developmental levels. Teachers can easily provide the lessons and activities their students need to improve their writing skills.

Writing A–Z enable teachers to do the following:

- Differentiate instruction with leveled lessons and activities available in printable and projectable formats
- Model the individual writing skills students need to thrive with digitally delivered skill-building resources
- Provide interactive writing opportunities with eLearning tools students can use in school or at home
- Easily track individual and class-wide progress with digital reports and teacher management controls

Writing skills are essential for success in the classroom, the workplace, and daily communication. Writing A–Z offers teachers a comprehensive collection of resources that offer the writing lessons, instructional support, and student practice they need to effectively and efficiently teach writing.

Writing A–Z offers a complete collection of lessons and resources to teach writing to students in grades K–6 and a set of online tools for various student compositions—from single-page essays to entire books complete with illustrations. With Writing A–Z, teachers have access to a wide array of resources that help students of all skill levels become capable and confident writers.

Headsprout

Headsprout is an innovative online reading program that adapts instruction to every student and tailors instruction for students learning to read. Headsprout is a research-proven online reading program for students in grades K–5 that takes them on a digital journey to become better readers. It tailors instruction for students who are learning to read. With a cast of captivating characters to help them along the way, students complete interactive online episodes that continually teach the critical foundational reading skills and comprehension strategies students need to excel in the classroom. The program is aligned with PCLC’s focus on closing learning gaps. The program’s instruction is designed to adapt to each student’s specific needs.

Headsprout’s early-reading instruction helps students learn critical skills that align with National Reading Panel objectives of phonemic awareness, phonics, fluency, vocabulary, and reading comprehension. Students learn through direct experience throughout the sequence that letters make sounds, sounds combine to make words, words combine to make sentences, and sentences combine to make stories. Headsprout can help prevent learning gaps from happening by ensuring that students develop important reading skills in the early grades. It also ensures that students develop the core skills they need to move on to more complex reading skills. Finally, Headsprout has shown to be an effective tool for helping students who have fallen behind academically. This aligns with our mission and vision of mastery learning and closing student learning gaps.

Reading Tutor A–Z

Reading Tutor A–Z includes “tutoring and mentoring packs” that provide tutors with developmentally appropriate resources that address a child’s specific learning needs. This is aligned with our goal of addressing students’ learning gaps and specific needs. Convenient, well-organized, and educationally sound tutoring packs supply teachers and tutors with effective reading strategies and an extensive collection of printable, research-based materials in six

instructional categories: alphabet, phonological awareness, phonics, high-frequency words, fluency, and comprehension. Teachers are able to download, print, and assemble the resources to create ready-to-use tutor packs.

Fluency and Comprehension Packs

Tutoring A–Z instruction packs come in the following categories:

- Alphabet packs
- Phonological awareness packs
- Phonics packs
- High-frequency word packs
- Comprehension Packs

Each category addresses skills and strategies that reading experts have defined as keys to developing successful readers. Additional components to the tutoring program include the following:

- Reading graphic organizers
- Forms and tools
- Game packs
- Assessments

Edmentum Study Island

Test Preparation

Study Island is specifically designed to support students with practicing, reviewing, and mastering the Ohio Standards and the subject matter outlined within it. It works with teachers' everyday instruction to help prepare the class for test success.

Study Island allows teachers to deliver impactful instruction to students in a variety of ways—direct instruction in the classroom, live virtual lessons, online tutorials, and even one on one and in small groups.

Study Island's standards-based formative assessment and practice program provides PCLC teachers with the tools and data to assess and monitor standards mastery. For students to develop a deep level of mastery, they must encounter a concept multiple times and in multiple ways. With Study Island, students can practice new concepts and go back to concepts they've learned in the past to build mastery over time and prepare for state assessments. Edmentum Study Island aligns well with the school's focus on mastery learning and data-driven instruction.

Edmentum Study Island works with NWEA to allow teachers to build common formative assessments (short-cycle assessments or SCAs) based on NWEA assessment data. Through its many diagnostic reports, it allows teachers to identify learning trends across classrooms and grades, to determine which instructional strategies are the most effective, and to ensure that all

students are receiving high- quality instruction. With Study Island, educators or administrators can build and share standards- based common assessments by selecting questions from its Edmentum test-item bank and even by adding their own.

Expeditionary Learning

Expeditionary Learning is a real-life curriculum that makes standards come alive for PCLC students in grades 6–8. It does this by connecting learning to real-world issues, needs, and tasks. It is academically rigorous, with project-based learning expeditions, case studies, projects, fieldwork, and service learning. Expeditionary Learning inspires students to think and work as professionals, contributing high-quality work to authentic audiences beyond the classroom. The curriculum is closely aligned with college and career anchor standards.

In alignment with PCLC’s mission, Expeditionary Learning focuses on mastery of knowledge and skills and high-quality student work. Students are challenged to demonstrate proficiency and deep understanding by applying their learning or transferring knowledge and skills from the novel to meaningful real-life tasks. Students are challenged to think critically. Expeditionary Learning requires students to analyze, evaluate, and synthesize complex ideas and consider multiple perspectives. Expeditionary Learning teaches students to communicate clearly. They are continuously challenged to write, speak, and present ideas effectively in a variety of media within and across disciplines.

Expeditionary Learning makes classrooms come alive with discovery, inquiry, critical thinking, problem solving, and collaboration. Teachers talk less and students talk (and think) more. The lessons have explicit purpose, guided by learning targets for which students take ownership and responsibility. Student-engagement strategies and activities serve to differentiate instruction and maintain high expectations to bring out the best in all students, cultivating a culture of high achievement. Expeditionary Learning allows teachers to assess student learning through conducting ongoing data inquiry and analysis, examining factors including student work and results of assessments.

McGraw Hill My Math K-8

The goal of PCLC is to produce rigorous math instruction for all students that includes problem solving, analytical thinking, and the use of technology to prepare students to be practitioners of mathematics and increase their performance on state and local assessments. McGraw-Hill My Math was chosen because it aligns with our mission of closing student learning gaps. This elementary mathematics curriculum is built to meet the Standards for Mathematical Practices, focusing on mathematical rigor while also providing differentiated instruction to meet the needs of a wide variety of learners.

The focus on building mathematical knowledge is a key component both for setting students up for future success in math as well as for creating more immediate impacts on mathematics assessment outcomes.

ALEKS Math

ALEKS is used as a supplement to My Math. All ALEKS math courses for grades 3–12 deliver standards-based content correlated to state standards. By combining adaptive learning technology and comprehensive progress monitoring, ALEKS accommodates the unique learning styles of all students. This ensures that they are working on the exact skills needed to effectively prepare for standardized testing while setting them up for college and career success.

ALEKS is a web-based, artificially intelligent assessment and learning system for grades 3–8 that is aligned with Ohio math standards. It uses adaptive questioning to quickly and accurately determine exactly what topics a student knows and doesn't know in math. ALEKS then instructs each student on the topics they are most ready to learn.

ALEKS is aligned with the school's mission and vision of mastery learning and closing learning gaps for all students. It is designed to help PCLC teachers identify learning gaps, personalize learning paths, and track the progress of student learning and mastery. As a student works through a math lesson, ALEKS periodically reassesses the student's knowledge to ensure that topics learned are also retained.

Red Bird Math

Red Bird math, an adaptive online supplementary math program, is used in grades K-2. Red Bird math is a McGraw Hill product and was originally developed by Stanford University.

Social Studies

The School uses Ohio's Model Curriculum for social studies, supplemented by Study Island, for social studies.

Science

PCLC uses Ohio's Model Curriculum for science, as well as Pearson Interactive Science (Ohio edition).

Data-Driven Instruction

PCLC has chosen to focus on data-driven instruction because it closely aligns with the mission, vision, and philosophical stance of the school. It was also chosen because of how it informs and improves teachers' practice and increases student achievement. Even though PCLC has collected data in the past, we are growing in terms of effectively interpreting the data and utilizing it in teaching, particularly to differentiate instruction. Data-driven instruction has required a paradigm shift at PCLC, from focusing on process to pedagogy centered on student results. PCLC expects to see significant improvements in student achievement with the incorporation of a data-driven instruction model.

Data-driven instruction is based on data-driven decision-making in the classroom. We have focused on utilizing the following components of data-driven teaching in classrooms schoolwide:

(1) reliable baseline data, (2) S.M.A.R.T. instructional goals, (3) regular and frequent formative assessments, (4) professional learning communities, and (5) targeted interventions. With these components in place, PCLC teachers can make informed instructional choices that are specifically directed toward improving student achievement.

PCLC has chosen to utilize NWEA, SCA, and state test data as our main data points because we know them to be statistically reliable and valid. A variety of local and classroom formative assessments are considered as well. These assessments are aligned to standards and skills that students are expected to learn. All tests must assess specific standards or subsets of standards.

Analysis Meetings

Data-driven instruction is both results-oriented and reflective. Each teacher will print a class report (from Edmentum Study Island) that summarizes every student's SCA results. These reports contain specific examples from test items that students answered incorrectly. The purpose of the analysis meeting is to identify strands in which students are proficient and in which they had difficulty. Teachers can target areas where students are struggling. Content areas are sorted into three categories: strengths, challenges, and critical needs. With these categories, teachers can reflectively select instruction that prioritizes specific needs, beginning with critical needs first.

PCLC teachers are required to continuously ask themselves, "What evidence do I have that my instruction is working?" Teachers reflect on and analyze student assessment data every two weeks throughout the school year. With teachers constantly analyzing what they do and adjusting their practice in response, student learning will improve.

In professional development, PCLC school leaders and teachers participate in an ongoing process of reflection about classroom instruction and student learning outcomes. We expect that those teachers who use data effectively to drive their instruction will make significant impact on their students' achievement. When teachers participate in professional learning where they collaboratively identify and implement strategic, effective instructional interventions, PCLC students will thrive.

Teachers use student assessment data in analysis meetings to drive their decisions and plans, and they are able to respond to problems more effectively, construct new teaching methods, and advance skill sets faster. They are able to target strands where student achievement is low, focus on specific needs within those targeted areas, and create an action plan in the meeting to plan instruction to address those needs. This is in total alignment with PCLC's mission, vision, and philosophical stance. Current studies indicate that teachers in schools with data-focused programs think using data improves instruction significantly.

ESSA Evidence for Adopted Strategies and Approaches

Reading A–Z—ESSA Evidence Level: Strong

In this independent study, McREL International examined the effects of Raz-Kids and Reading A–Z on the reading skills and motivation to read of students in grades K–5. The study was a

randomized controlled trial that met rigorous standards of research in order to identify a causal relation between Reading A–Z and Raz-Kids and reading skills and motivation. This study met strong evidence standards because it used a well-controlled experimental design and produced statistically significant positive effects with a large sample size across multiple sites. Students whose teachers used Raz-Kids and Reading A–Z showed significantly higher levels of reading achievement and significantly higher levels of interest in both academic and recreational reading, compared with students whose teachers did not use Raz-Plus. The effect sizes were 0.14 for reading achievement, 0.63 for interest in academic reading, and 0.57 for interest in recreational reading.

Headsprout—ESSA Evidence Level: Strong

This study met strong evidence standards because it used a well-controlled experimental design and produced statistically significant positive effects. This study met the sample-size and multi-site requirements for strong evidence when considered cumulatively with other similar studies. Students who used Headsprout had significantly better word-recognition and sentence-reading skills than students who received the school’s supplementary literacy instruction. The differences were statistically significant with large effect sizes.

Participants were thirty-four six- to nine-year-old students in a primary school who had either a cognitive or a learning disability or qualified for Title I services. All participants received free school meals, had lower phonological-awareness scores than expected for their age, and qualified for supplementary literacy instruction.

This peer-reviewed academic publication describes a study in which second-grade students in rural schools received tutoring services including the use of Raz-Plus resource packs to reinforce a variety of literacy skills.

Using Headsprout with Students with Disabilities—ESSA Evidence Level: Strong

In this intensive implementation of Headsprout in special-needs schools, three different reading assessments were used to measure students’ reading skills. The randomized controlled trial evaluated the effectiveness of Headsprout when being used for students with intellectual disabilities as their main reading program (rather than as a supplement). This study met strong evidence standards because it used a well-controlled experimental design and produced statistically significant positive effects. This study met the sample-size and multi-site requirements for strong evidence when considered cumulatively with other similar studies. Students who used Headsprout showed significantly greater progress in reading than students in the control group. There were large effect sizes for reading accuracy, medium effect sizes for reading fluency, and small effect sizes for word recognition.

Participants were twenty-six students with mild to moderate intellectual disabilities. This study used a randomized controlled trial design in which students were randomly assigned to the treatment (Headsprout) group or to a control group. Students in the treatment group used Headsprout at school in place of other reading instruction. During the six months of the study, students in the Headsprout group completed between twenty-one and seventy-three episodes and

used print materials that accompany the program to support reading fluency. The Diagnostic Reading Analysis, the Oral Reading Fluency (ORF) subtest of the Dynamic Indicators of Basic Early Literacy Skills (DIBELS), and the Word Recognition and Phonic Skills (WRaPS) assessment were used as pre- and post-tests to measure reading fluency, accuracy, and word-recognition skills

Reading Tutor A–Z—ESSA Evidence Level: Moderate

This study met moderate evidence standards because it used a well-controlled quasiexperimental design and produced statistically significant positive effects with a large sample size across multiple sites. Students who received the tutoring programs significantly outperformed the control group in DIBELS Oral Reading Fluency and in specific subtests of the Woodcock-Johnson III Diagnostic Reading Battery. Participants were 359 second-grade students from rural communities in Ohio. Students were either receiving Title I services or had exhibited cognitive or learning disabilities.

This study used a nonequivalent pre- and post-test control group design. Students in the treatment condition were assigned to either Help One Student to Succeed (HOSTS) or Reading Tutors (part of Reading A–Z and Raz-Plus). Students met with tutors for thirty-minute sessions three to four times per week for six months. Two assessments were used to measure reading skills: the DIBELS Oral Reading Fluency subtest (DORF) and four subtests of the Woodcock-Johnson III Diagnostic Reading Battery.

McGraw-Hill My Math—ESSA Evidence Level: Tier III, Promising

Under the Every Student Succeeds Act (ESSA), research evidence is divided into four categories based on the research design used. A promising (Tier III) intervention should have at least one correlational study that controls for selection bias.

To meet this level of evidence, McGraw-Hill Education conducted a research study for McGraw-Hill My Math using data from the state of Arizona. In grades 3, 4, and 5, statistically significant higher gains were found for the McGraw-Hill My Math users.

Passage rates on the 2016, 2017, and 2018 AzMERIT Math assessment were statistically significantly higher for schools in districts using McGraw-Hill My Math than schools in districts not using McGraw-Hill My Math for grades 3 and 4.

Grade 5 passage rates for McGraw-Hill My Math users were statistically significantly higher than their non-McGraw-Hill My Math counterparts in 2017 and higher than their non-McGraw-Hill My Math counterparts in 2018 at a marginally significant level.

Independent efficacy studies of students using McGraw-Hill My Math products showed statistically significant improvement in test scores and achievement from beginning-of-year to end-of-year exams.

ALEKS—ESSA Evidence Level: Promising

The gap among ethnicities and gender in mathematics achievement is a well-known problem. While the gap has been shrinking over the past three decades, it has not completely diminished (Jencks and Phillips, 1998; McGraw, Lubienski, and Strutchens, 2006). The Assessment and Learning in Knowledge Spaces (ALEKS) tutoring system is one promising example of a technology that can target this problem.

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

PCLC has adopted the Ohio Department of Education Special Education Model Policies and Procedures. IDEA requires that students with disabilities have as much involvement in the general curriculum as possible. Any modifications are outlined in the student’s individualized education plan (IEP) for both general-education teachers and intervention specialists.

This addresses any unique needs of the student that result from their disability. It also ensures that students with disabilities have access to the same general curriculum and the educational standards that apply to all children. Both PCLC’s curricular resources and instructional approaches effectively serve the needs of students with disabilities. PCLC’s current curricular resources were

specifically chosen because of their evidence-based components that have been shown to successfully meet the needs of students with and without disabilities.

In addition to their IEPs, students with special needs will have an ILP. A student's ILP is based on state standards and the student's performance level. This data for this plan come from NWEA, an adaptive assessment that measures student growth. Through data collected from NWEA and Edmentum Study Island, an individualized learning pathway is created for each student. The pathways are modified or adapted as students grow and master skills, while also closing learning gaps. The ILP and the SCA both provide additional data points by which to measure the growth of students with and without special needs.

The general-education curriculum has rigor built in for all students, including students with special needs. PCLC's rigorous instructional approach involves adapting the content, methodology, and delivery of instruction to meet the needs of the student. In addition to the intervention teacher assisting with their IEP goals, every student with special needs has a reading and math tutor during the school day who targets skills identified on their ILP.

Each student's IEP includes all modifications or accommodations that they need to participate equally in state or district-wide assessments. The IDEA requires that students with exceptionalities (disabilities) take part in state or district-wide assessments.

PCLC has a specific process for identifying students who are not making progress in the general curriculum. All students with and without disabilities participate in local SCAs every two weeks. These assessments are in reading and math. In this way, PCLC can determine what and how well students with and without disabilities are learning.

PCLC uses MTSS. This system helps in identifying and planning instruction for students who are not making progress in the general curriculum. PCLC's curriculum and its approach to instruction has been adapted to serve students with specific learning needs.

A.7 School Goals

It is our goal at PCLC to teach students effectively at all ability levels. However, we understand that for myriad reasons, there are gaps in PCLC students' learning. As we seek to close these gaps, we realize that mastery learning is the best instructional approach to use with PCLC students and teachers.

Mastery learning has a positive effect on students' academic performance. Kamden (2019) offered that mastery learning suggests promising results when it comes to student learning progress. In fact, according to the Education Endowment Foundation (2018), a number of metaanalyses have indicated that mastery-based learning approaches are effective and have an impact of up to six months' additional progress. In addition, mastery learning is seen as a direct, optimistic, and clear instructional approach that has a positive effect on students' self-esteem (Sajadi et al., 2015).

We understand that implementing mastery learning comes with its challenges and requires more effort from PCLC's administrators, teachers, and students. We also agree with Kamden that

students can master any task given the right conditions. With the correct amount of support, we believe that this transformational approach of mastery learning is the right match for PCLC staff and students.

Finally, we believe that the direct involvement of families in school decision-making lowers their distrust of educators and thus increases their involvement in and support for the school and its educational goals. Our belief is that the focus should be not 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 family and community involvement in the academic and social development of students, schools must 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 its students.

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).

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).

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

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 and staff members who interact with students use preventive disciplinary actions and place emphasis on the students' ability to grow in self-discipline. PCLC 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 be not 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, and 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 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

COMMUNITY SCHOOL CONTRACT

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:

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

Consequences for any of these infractions may range from the student receiving a three-day suspension to removal from the bus for remainder of the school year.

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 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).

Health, Physical, and Emotional Supports

During the spring, 2021, PCLC conducted a needs assessment using individual student interviews, student focus groups, and parent and student surveys. The data from these assessments showed that many PCLC students were dealing with feelings of loneliness and isolation that came from being disconnected from their peers and sometimes their families during a pandemic. The overall goal was for students to be socially, physically, and emotionally healthy. Students who are socially and emotionally healthy tend to do better academically and put in more effort in school.

These data, therefore, helped to inform the decision to provide a school-wide PBIS coordinator to focus on students' social and emotional health needs. It was decided that student wellness and success funds would be spent toward the hiring of a PBIS coordinator to assess and monitor the social and emotional needs of students and their families during the 2021–22 school year. This program will be called, "Student Watch for Social and Emotional Health."

Through this program, the coordinator will create opportunities for students who have withdrawn and closed down emotionally and socially to become involved in student leadership and real-life problem-solving situations. Students will learn about anger management, cooperation, team building, compromise, and much more.

PBIS activities and events will be implemented during the summer months for students who enroll during this time. This will serve as an effective way of building the new student's sense of well-being and confidence coming into a new school, as well as connecting them to the school culture and their new peers.

It is expected that during the school year, students will put in more effort and be more invested in their reading and math achievement because of the school climate of joy and achievement that this structure will support.

The purpose of the supportive structure "Student Watch for Social and Emotional Health" is as follows:

1. To attend to the social and emotional needs students may have as a result of the isolation and fear of living through a pandemic
2. To reconnect students to each other and provide opportunities for them to practice acceptable social skills
3. To support student growth and achievement

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.

Benchmark assessments K–8 and item banks (Thinkgate, NWEA, and LINKIT) for SCAs (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.

Description of Assessments

Assessment	Why selected	Usage	Alignment with curriculum, school goals, and/or school climate
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.

<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 SCA 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, enable 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.

Individualized Learning Plan (ILP)

PCLC will create rigorous ILPs for each student based on the results of NWEA student assessments in reading, math, and science and SCA’s in math, reading, science, and social studies. PCLC’s strategy of creating ILPs for each child will address learning loss and gaps in core areas.

The spring NWEA data will be used to develop their ILPs. Students’ ILPs will be created to identify the unique educational needs of each child. Certified reading- and math-intervention teachers and tutors will be hired and trained on mastery learning and SCAs. ILPs will be created for teachers, staff, and students to guide instruction to close student achievement gaps.

SCAs and Data-Driven Analysis Meetings

Starting with the first week of school in the fall of the 2021–22 school year, PCLC students will take an SCA every two weeks. These assessments are based on the students’ ILPs and aimed at closing gaps in student learning. Students’ SCAs are analyzed in personalized professional-development sessions with teachers and administrators or instructional leaders to examine the results of the assessments and to identify the causes of both student strengths and shortcomings. These are called analysis meetings.

Analysis meetings are held within forty-eight hours of administering the SCA. The analysis

meeting gives the teacher and school leader an opportunity to work together to analyze student and class SCA data. Based on these data, the teacher creates an action plan with strategies for students' improvement or acceleration. The teacher will use the action plan for the next two weeks to teach what students need to learn based on assessment results. Administrators will monitor and offer support to the teacher in creating and carrying out the action plan over the next two weeks. The goal is to create a school culture with functioning systems where data-driven instruction can survive and thrive.

When students take the next SCA in two weeks, there will be another scheduled analysis meeting within forty-eight hours. The assessment and analysis cycle continues every two weeks throughout the school year. The effectiveness of the analysis meetings is seen in an increase in the percentage of students who pass their SCA assessments during the next cycle.

Coaching

Instructional coaches will work with teachers to deliver strategies offered in professional development. If challenges are seen in the teacher's understanding or delivery of a strategy, personal professional development will be offered within twenty-four hours.

Monitoring

Instructional leaders and administrators will use protocols for classroom visits and observations that match the professional development being offered.

Celebration of Learning

At the end of each quarter, students and adults will be recognized for effort and progress on both academic and social goals. This is done to build student confidence and create a joyful school climate where hard work and effort is recognized and celebrated.

Support Structures for Students Who Have Fallen Behind

Academic Support Structure

PCLC will utilize a skills-based ILP with SCAs every two weeks to close learning gaps. Additional support structures have been put in place for students who are struggling socially and emotionally due to the pandemic.

A.10 Return and Recovery Plan

Addressing Learning Loss Due to Covid-19

Phoenix will create rigorous individualized learning plans (ILP) for each student based on the results of NWEA student assessments in reading, math, and science and SCA's in math, reading, science, and social studies. Phoenix's strategy of creating individualized learning plans for each child will address learning loss and gaps in core areas. The spring NWEA data will be used to

COMMUNITY SCHOOL CONTRACT

develop their Individual Learning Plans (ILPs). Student Individual Learning Plans will be created to identify the unique educational needs for each child. Certified reading and math intervention teachers and tutors will be hired and trained on mastery learning and short cycle assessments. the process for the implementation of student ILP's. ILPs will be created for teachers, staff, and students to guide instruction to close student achievement gaps. Frequent in person and online tutoring will be provided.

Exhibit 2. Financial Plan

B.1 Budget Summary

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

B.2 Financial Management

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

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.

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

¹ [ORC 3314.03 \(A\) \(31 \(B\) \(5\)](#)

COMMUNITY SCHOOL CONTRACT

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

Training

All board members will be expected to participate in the training. Below is a timeline for our training, subject to change depending upon changes in training availability or newer training that may preempt the timeline schedule.

Due to our expanded board of directors and challenges facing the board of directors to enhance the board's efficacy through greater training and development, the board will use a variety of modalities for training and development purposes. They will include the following:

1. Webinar: Real-time, synchronous mode
2. Webinar: Recordings viewed by individuals in asynchronous mode
3. Web-hosted instruction materials to be studied individually
4. Actual training and development classes

Sources for our training and development will include the following:

1. Board onTrack: Phoenix Resource
2. Ohio School Boards Association
3. State of Ohio Department of Education
4. United States Board of Education
5. Other resources as available

Topics for review and/or discussion will include, but not be limited to, the following:

1. Recruitment of new board members

COMMUNITY SCHOOL CONTRACT

2. Orientation of new board members
3. Retention of board members
4. Increasing board capacity
5. Successful board retreats
6. The state of charter school governance: 2021–22
7. The board’s role in delivering academic excellence
8. Board assessments
9. Developing SMART board goals
10. Understanding charter school finance and financial oversight
11. Board engagement
12. Committee work within the board
13. Strategic planning
14. The board’s role in remote learning
15. Evaluating the school’s CEO’s performance
16. Evaluating the school’s CEO’s compensation

Recruitment, Orientation, and Retention

The board of directors for PCLC uses board members to reach out to their contacts within the community and professional circles to identify potential board members. After doing so, they approach likely candidates and discuss their interest in our gateway organization, The Friends of the Phoenix, a nonprofit organization responsible for recruiting potential board members and other individuals who express an interest in providing support in some way to help the school. The Friends of the Phoenix provides an opportunity for current board members and the school’s CEO to get to know members of the Friends of the Phoenix and see if they have the requisite skills and organizational fit for becoming board members. If an opening for a board member occurs, the board of directors looks first at excellent candidates within the Friends of the Phoenix and interviews the candidate, and then the CEO of PCLC also interviews the candidate.

Because we have prescreened the candidates and have individuals who make a commitment to the school, and because we will have committee membership opportunities for all members, there are opportunities for leadership to demonstrate their skills, thus providing excellent retention motivation.

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 and 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) nonprofit organization created to provide support and vet potential PBOD members for PCLC.

PBOD is actively working to onboard 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 Ohio Department of Education'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 professional development.

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 teachers and principals and use the data and results from evaluations to plan professional development, 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 ensure 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.

Staff Retention Rate

Over the last three years, PCLC's staff retention has averaged over 80 percent retention.

C.5 Professional Development

PCLC is dedicated to ensuring that all staff members are equipped with the tools and strategies needed to help each child grow academically, socially, and emotionally. Daily-embedded professional development is put in place to allow time for PCLC teachers to study, reflect, analyze and discuss data and set future goals for student growth. Teachers have varied options for how they reflect and share data. Data are collected from written teacher-reflection forms, oral reflections, surveys, interviews, and observation. We use these data to inform general professional-development topics and areas where individual coaching is needed. The SCA analysis is another way that the teachers' knowledge and skills gained from professional-development sessions can be evaluated. These data become the source for guiding administrators as to where future professional development is needed.

PCLC's professional development is evaluated to assess its effectiveness and success. Strategies and approaches shared in school-wide professional development are expected to be utilized by teachers and students in the classroom. PCLC administrators and school leaders monitor daily implementation and use of adopted instructional strategies, as well as the proper use of adopted curricular resources. Administrators will use various protocols when evaluating to what extent the strategies and approaches discussed in professional development are actually being implemented in the classroom.

These daily professional-development sessions become part of the school culture. It is sustained as teachers and tutors take ownership for developing and leading daily professional-development topics aimed at accountability for and implementation of adopted instructional strategies.

Professional development is held one day per week after school for teachers of grades K–3. These weekly professional-development sessions increase teacher capacity by equipping them with the knowledge and skills needed to ensure that all students can read at grade level by the end of second grade. This embedded professional development allows time for teachers to study, analyze, and discuss data and set future goals for student growth. RIMPS are updated, and students progress from off-track to on-track is discussed.

The SCA analysis meeting can also inform individualize professional development for teachers. In the SCA analysis meeting, the teacher will create an action plan for the students who did not pass, as well as for students who achieved mastery. Sometimes the teacher may not have the knowledge and or skills necessary to carry out their plan. The administrator will then offer professional development to that teacher within two days of the analysis meeting. Administrators will monitor and offer ongoing support to the teachers in creating and carrying out the action plan.

PCLC is committed to the principles of data-driven instruction and the practices that inform it. In order to implement this type of instruction, PCLC school leaders and teachers need extensive, ongoing professional development to prepare for this dramatic change in our practice.

C.6 Student Recruitment and Enrollment

	Year 1	Year 2	Year 3	Year 4	Year 5
K	40	45	50	50	50
1	40	45	50	50	50
2	40	45	50	50	50
3	40	45	50	50	50
4	40	45	50	50	50
5	40	45	50	50	50
6	40	45	50	50	50
7	40	45	50	50	50
8	40	45	50	50	50
Total	360	405	450	450	450

Student Recruitment Plans and Policies

The specific methods that PCLC school will use to reach the enrollment target include television and radio commercials, social media, online streaming, back-to-school events, and summer-enrollment community cookouts. We will continue to circulate enrollment brochures, flyers, and applications in the communities we serve. PCLC will also utilize its website as a way for parents to enroll and/or get information about the school.

Student Retention

One method the school will use to achieve consistent student retention is to administer satisfaction surveys to students and parents to see what things the school is doing well and what things it needs to improve on. Another method is to communicate to parents and students through a monthly newsletter highlighting positive aspects of the school. Other ways we intend to attract and keep students is through the nurturing relationships that the school builds with students. In addition, we plan to offer after-school sports, clubs, class trips, etc., to consistently retain students.

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
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 professional development for parents on the second Saturday of every month. The purpose of the workshops is to help increase parents' knowledge of their children's education and teachers' training and provide instruction on how to be an effective advocate for their children. 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 PCLC. Most importantly, PCLC 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 of the important role that parents play in our school's success and sustaining parent engagement.

C.9 Means for Achieving Racial and Ethnic Balance

PCLC works to achieve racial and ethnic balance reflective of the communities it serves. Students from the communities PCLC serves are recruited by planing PCLC flyers, brochures, and enrollment applications in the community library, recreational center, Boys and Girls Club, Community Council, Urban League, places of business, etc. PCLC also hosts summer cookouts, celebrations, and back-to-school events where all the communities we serve are invited. They are encouraged to take a tour, get information about the school, and enroll students.

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 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 seventy-two (72) 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.

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 “meet” 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 Report Card, as issued by the Ohio Department of Education and incorporated by reference herein.

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

Primary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
PI ²	4 stars or higher	3 stars	2 stars	1 star
VA ³	5 stars	4 stars	2 – 3 stars	1 star
Gap Closing	4 stars or higher	3 stars	2 stars	1 star
Prepared for Success	4 stars or higher	3 stars	2 stars	1 star
Graduation rate (four years)	Greater than or equal to 96.5%	From 90% to less than 96.5%	From 84% to less than 90%	Less than 84%
Improving At-Risk K-3 Readers	Greater than or equal to 88%	From 68% to less than 88%	From 58% to less than 68%	From 0% to less than 58%
Performance versus local market: ⁴ PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus local market: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
Performance versus statewide charters: PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus statewide charters: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score

² The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score). For report card ratings, PI percentage is the school’s PI score in relation to the average PI score of the top 2% of schools in the state.

³ 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. The report card incorporates an “effect size” measure that will also determine the rating alongside the traditional “index score.”

⁴ “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

Supplemental information (not rated)				
Internal Assessments	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice and show continuous improvement	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice	School regularly administers an internal growth assessment	School does not regularly administer an internal growth assessment
Mission specific goals (section A.7 of this contract)	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals, and met a majority of its mission specific goals.	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals	School has developed mission specific goals	School has not developed mission specific goals
Family and student survey	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 70% or higher response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 55-69.9% response rate and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had 40% to 54.9% response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a response rate of lower than 39.9% and shared the results with the school's board
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	Actual enrollment equals or is within	Actual enrollment is 90%–95% of	Actual enrollment is 80%–90% of	Actual enrollment is less than 80% of
-------------------------	---------------------------------------	---------------------------------	---------------------------------	---------------------------------------

COMMUNITY SCHOOL CONTRACT

variance ⁵	95% of budgeted enrollment in most recent year	budgeted enrollment in most recent year	budgeted enrollment in most recent year	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 ⁶	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 the most recent year.	Cash flow is negative for the most recent year	Cash flow is negative for the 2 most recent years
Operations/governance indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance ⁷	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) ⁸	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

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

⁶ 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.

⁷ Represents the percentage of records reviewed that were accurate and complete during the school year.

⁸ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special-education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

Exhibit 5. Letter of Approval to Operate

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

Phoenix Community Learning Center
3595 Washington Ave.
Cincinnati, OH 45229

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

COMMUNITY SCHOOL CONTRACT

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

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

Exhibit 6. Statement of Assurances for Start-Up Schools

3314.19 Annual assurances by community school sponsor

The sponsor of each community school 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's first year of operation or, if the school is not an Internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building:

- (A) That a current copy of the contract between the sponsor and the governing authority of the school entered into under section [3314.03](#) of the Revised Code has been filed with the department and that any subsequent modifications to that contract will be filed with the department;
- (B) That the school has submitted to the sponsor a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323. of the Revised Code and federal law;
- (C) That the school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by sections [3301.0710](#), [3301.0712](#), and [3301.0715](#) of the Revised Code;
- (D) That school personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education management information system established under section [3301.0714](#) of the Revised Code in accordance with methods and timelines established under section [3314.17](#) of the Revised Code;
- (E) That all required information about the school has been submitted to the Ohio education directory system or any successor system;
- (F) That the school will enroll at least the minimum number of students required by division (A)(11)(a) of section [3314.03](#) of the Revised Code in the school year for which the assurances are provided;
- (G) That all classroom teachers are licensed in accordance with sections [3319.22](#) to [3319.31](#) of the Revised Code, except for noncertificated persons engaged to teach up to twelve hours or forty hours per week pursuant to section [3319.301](#) of the Revised Code;
- (H) That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- (I) That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;
- (J) That the school holds all of the following:
 - (1) Proof of property ownership or a lease for the facilities used by the school;
 - (2) A certificate of occupancy;
 - (3) Liability insurance for the school, as required by division (A)(11)(b) of section [3314.03](#) of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
 - (4) A satisfactory health and safety inspection;
 - (5) A satisfactory fire inspection; 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;

COMMUNITY SCHOOL CONTRACT

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

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

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

- (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, SB 89, §1, eff. 3/2/2021.

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.

Exhibit 7. Roster of Governing Authority

Phoenix Community Learning Center

Name	Role	Term	Address
Dr. William Scott Wallace	Chair	To be submitted to Sponsor as set forth in Epicenter	3595 Washington Ave, Cincinnati, OH 45229
Ms. Shekinah Rhodes	Vice Chair	To be submitted to Sponsor as set forth in Epicenter	3595 Washington Ave, Cincinnati, OH 45229
Jarvis Chatmon	Board Member	To be submitted to Sponsor as set forth in Epicenter	3595 Washington Ave, Cincinnati, OH 45229
Gwen White	Board Member	To be submitted to Sponsor as set forth in Epicenter	3595 Washington Ave, Cincinnati, OH 45229
LaTasha Youngblood	Board Member	To be submitted to Sponsor as set forth in Epicenter	3595 Washington Ave, Cincinnati, OH 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, Statute⁹ 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.¹⁰

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.

⁹ ORC 3314.02 (E) (4)

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

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.¹¹

Phoenix Community Learning Center owns all Community School facilities and property at 3595 Washington Ave, Cincinnati, OH 45229.

School facilities information must include the following:¹²

- (a) A detailed description of each facility used for instructional purposes;
- (b) 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	<u>Self-Help Credit Union</u> . No organizational relationship.

¹¹ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

¹² [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.¹³

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

Phoenix Community Learning Center does not operate using a blended-learning model as defined in ORC 3301.079.

¹³ [ORC 3314.03 \(A\) \(29\)](#)

Exhibit 11. Transition Requirements

The GOVERNING AUTHORITY acknowledges and agrees that it and the school's leadership will cooperate fully with any transition to new management, including the following.

Student learning

- Ensure that the school remains fully staffed throughout the year and that the education program described in Exhibit 1 of this Contract is implemented with fidelity.
- Strive throughout the term of this contract to meet the learning needs of Phoenix students, including the remediation of learning losses due to Covid.
- Provide financial incentives to retain highly-effective staff.
- Ensure that the school leader stays in the leadership position for the duration of the year, and provide a financial incentives if necessary.
- Ensure the school leader is supported by the board throughout the transition, including but not limited to providing coaching or mentoring by an experienced external individual or organization, if necessary.
- Ensure that more than 95% of eligible students participate in school assessments and 100% participate in state mandated testing.
- Provide monthly updates to the Sponsor and at board meetings on student enrollment, student attendance and academic assessment data that are part of the school's education program as set forth in this Contract.

Financial

- Ensure that the School maintains a balanced budget throughout the 2022-23 school year.
- Ensure that student enrollment does not go below 200 students at any point during the 2022-23 school year.
 - Ensure that students are encouraged to remain enrolled in the school, and help to facilitate suitable placements elsewhere for those who transfer.
- Ensure that spending is fiscally responsible and has been conducted in accordance with the ordinary course of business consistent with past practices, except in connection with any process relating to the transition to the Sponsor-approved management organization, and that internal financial controls are adhered to by all staff and the school leader.
- Ensure that the inventory is updated and submitted to the Sponsor, in accordance with the Sponsor's Epicenter requirements.

Facilities

- Ensure that the School's facility is maintained, including a neat appearance internally and externally, and all necessary maintenance needs – regularly scheduled and unexpected – is undertaken.

Transition

- When a transition of the school to new management occurs, the Governing Authority shall cooperate fully to ensure that the management organization taking over operations, and any advisors or consultants it may engage in the process have reasonable access to all materials relevant to operating the school, including information regarding personnel, the Governing Authority, vendors, school finances, school facilities, and communications

COMMUNITY SCHOOL CONTRACT

with the School and with the community. The Governing Authority shall comply with all terms of any transition agreement with the Sponsor-approved management organization.

Closure

- The Governing Authority agrees that the School will close in June 2023 if the Governing Authority fails to execute agreements for transition and ultimate management with the Sponsor-approved management organization to commence operations in the fall of 2023. A transition agreement shall be in place by August 1, 2022 and breach of the transition agreement may constitute grounds for termination. The Governing Authority further agrees to cooperate fully with the Sponsor, the Ohio Department of Education, the Auditor of State and any vendors regarding all procedures and responsibilities associated with the closure, including working with students, families, staff and school leadership to ensure the smoothest transition possible for all affected parties.