

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of Columbus Collegiate Academy–
West and the Thomas B. Fordham Foundation**

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COMMUNITY SCHOOL CONTRACT**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 Columbus Collegiate Academy–West (CCA–West), located at 300 Dana Avenue, Columbus, OH 43223 (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 Columbus City School District and part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools, and the terms of this Contract. The Community School is educating children in grades or age-equivalent grade levels six 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: “Columbus Collegiate Academy–West is sponsored by the Thomas B. Fordham Foundation.”

Article II. Term

The term of this Contract shall be for a period of three years, commencing July 1, 2022, and ending June 30, 2025, and, if the Conditional Indicators contained in Exhibit IV of this Contract are met, will automatically renew for a two-year period commencing July 1, 2025, and ending June 30, 2027 (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.

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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 Columbus City School District.

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

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR immediately as to any of the following: any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance; any allegation that the GOVERNING AUTHORITY or the lessor has breached any lease, deed, or other land-use agreement concerning the physical plant; 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

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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

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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

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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

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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

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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

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affirming or rescinding the decision to terminate the Contract. The expiration, termination, or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

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

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

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

Article XI. Contract-Termination Contingencies

If the Community School permanently closes and ceases its operation or closes and ceases to operate, (i) the Community School shall comply with Section 3314.074 of the Code and proceed according to the contract-termination contingencies set forth in the Governance and Administration Plan, Exhibit 3, which is attached hereto and incorporated by reference as if fully written herein, and (ii) the designated fiscal officer of the Community School shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of the Community School’s closure, in accordance with Section 3314.023 of the Code.

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

The GOVERNING AUTHORITY represents that its governing documents provide that, upon dissolution, (i) all remaining assets, except funds received from the Ohio Department of Education, shall be used for nonprofit educational purposes and (ii) remaining funds received from the Ohio Department of Education shall be returned to the Ohio Department of Education.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes but is not limited

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

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

In accordance with Section 3314.03(A)(20) of the Code, the GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School pursuant to Section 3314.015(C) of the Code.

Article XII. Governing Law

This Contract shall be governed and interpreted according to the laws of the State of Ohio. This Contract is subject to any and all future changes, amendments, or additions to the statutes, rules, and procedures applicable to community schools. The SPONSOR and the GOVERNING AUTHORITY hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any term within this Contract that conflicts with the statutory change.

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.

COMMUNITY SCHOOL CONTRACT

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

COMMUNITY SCHOOL CONTRACT

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 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.

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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
Columbus Collegiate Academy–West
c/o Ryan Elliot
300 Dana Avenue
Columbus, OH 43223

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

COMMUNITY SCHOOL CONTRACT

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.

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Article XXVI. Statement of Assurances for Start-Up Schools

The Community School represents that it has completed a statement of assurances as required as a recipient of funding from the Ohio Public Charter Schools Program. A copy of the executed completed statement of assurances is included as Exhibit 6 of this Contract (Statement of Assurances for Start-Up Schools).

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

BY: 
A4E797850A61430...
Michael J. Petrilli
President

DATE: 6/17/2022

**THE GOVERNING AUTHORITY OF
COLUMBUS COLLEGIATE ACADEMY-
WEST**

BY: 
1E6CF9F10C884FC...
Governing Board Representative

DATE: 6/17/2022

Exhibit 1. Education Plan

A.1 Mission

Columbus Collegiate Academy–West (CCA-West) believes in transforming lives and our community through the power of education.

A.1.1 Vision

For every child, an open door.

A.1.2 Educational Philosophy

CCA-West has remained focused on our four core values outlined in the charter contract:

1. All students have the ability to achieve academic excellence. With the right support, teachers with high expectations, and quality curriculum and assignments, we know that students are capable of academic excellence. We have provided these ingredients and have seen that our students can outperform those in our local market on statewide assessments.
2. All students thrive in a highly disciplined school environment. Our school environment remains purposeful and structured, which provides an environment in which all students are primed to learn. This involves clear expectations, procedures, and routines, as well as a progressive incentive and consequence system that is logical and incremental. With these high expectations comes a great deal of support in the way of teachers who are committed to creating a supportive classroom, outlets when students need additional support, and a school community that is responsive to student needs. Moreover, our commitment to a school-wide approach to classroom instruction breeds efficiencies in the school building and among staff, while ensuring that students know what to expect when they are in school.
3. All students must be prepared to excel in demanding high schools on their way to selective colleges. During the last five years, we have worked to evaluate and align our curriculum to the Common Core standards and revised Ohio State Tests. This has involved using Eureka Math as a basis for our math curriculum. We have also begun piloting the Reading Reconsidered curriculum created by Uncommon Schools in our sixth-, seventh-, and eighth-grade English language arts (ELA) classes. Our educational philosophy remains focused on preparing students to be successful in college or career after high school. Our school community strongly believes that all students should be given a rigorous, college-preparatory curriculum and coursework so that they are prepared to be successful in their endeavors after high school.
4. All students deserve outstanding teachers who produce outstanding results. Teachers continue to receive high-quality training during our Summer Institute in the pillars of curriculum and instruction, student culture, and school operations. Professional development (PD) continues throughout the school year with weekly PD sessions, 1:1 observation and feedback sessions, and weekly student work analysis. At the end of each trimester, instructional staff deeply analyze their test results and make adjustments for the next trimester.

COMMUNITY SCHOOL CONTRACT**A.2 Geographic Boundaries**

CCA-West will enroll students who reside in the Columbus City Schools district and adjacent districts.

CCA-West will accept all grade-level-eligible students from within Columbus's geographic boundaries. However, we will target our enrollment strategies to students in low-income communities in the zip codes of 43204, 43222, 43223, and 43228, particularly those who live in the Greater Hilltop neighborhood.

A.3 Curriculum and Instruction

The mission of CCA-West is to ensure that every student is prepared to succeed academically in high school and college. The most important part of this mission is strong academic preparation. Regardless of their level of proficiency upon entrance, students must complete the eighth grade ready to enter ninth-grade programs and advanced classes.

For all internally designed curriculum, CCA-West has adopted the curriculum-development process designed by Chief Learning Officer John A. Dues, which was heavily influenced by the text *Understanding by Design* by Grant Wiggins and Jay McTighe. Through this process, teachers use state tests, state standards, and national curricular resources to develop standards for each course. From these standards, teachers complete *Understanding by Design Unit Plans* for each course. These include student learning goals for each standard, teaching activities related to these standards, and assessments (both questions and full assessments). Using these assessment questions, teachers create *Trimester Comprehensive Exams* for every class, all before the start of school. This process has demonstrated excellent results for students since our founding.

Subject	Grades	Resource	Description	Link
ELA	6–8	Reading Reconsidered	Reading Reconsidered is a comprehensive ELA curriculum created by literacy experts at Uncommon Schools. The curriculum has proven results in Uncommon Schools, which serves a similar population. The curriculum is writing intensive, focused on knowledge building, novel centric, and modular, which allows teachers to continue to make some choices about their curriculum.	https://teachlikeachampion.com/reading-reconsidered-curriculum
Math	6-8	Eureka Math	Eureka math, previously	https://www.edrep

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			known as EngageNY Math, is a revolutionary math program designed to ensure that students move beyond rote memorization toward building enduring math knowledge	orts.org/reports?search=eureka%20math
Writing, Social Studies, History & Science	6–8	The Writing Revolution	The Writing Revolution transforms instruction across the curriculum through a proven, coherent method that enables all students to develop literacy and critical-thinking skills. The Writing Revolution is based on the Hochman Method, which includes an explicit set of evidence-based strategies for teaching writing. This method is employed across curricular content.	https://www.thewritingrevolution.org
Social Studies/History	6–8	Self-Created Curriculum	We continue to use a self-created curriculum in our social studies and history classrooms. This curriculum, which follows the principles of direct instruction and gradual release, has served our school well for the last thirteen years. Moreover, curriculum is developed following the “Understanding by Design” process of backwards planning. Social studies and history teachers rely heavily on The Writing Revolution (see above) and document-based questions to teach and practice writing and critical thinking.	https://www.dbqproject.com
Science	6-8	Self-Created Curriculum	We continue to use a self-created curriculum in our science classrooms. This curriculum, which follows the principles of direct instruction	N/A

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			and gradual release, has served our school well for the last thirteen years. Moreover, curriculum is developed following the “Understanding by Design” process of backwards planning. Social studies and history teachers rely heavily on The Writing Revolution (see above).	
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English Language Arts Curriculum

Traditionally, CCA-West has relied on an internally created curriculum. This curriculum has been created by teachers with support from their coaches and network-wide efforts such as the Purposeful Planning Project. Although internally created curricula have garnered good results, we have begun to transition toward a purchased curriculum: Reading Reconsidered. During the 2020–21 school year, the seventh- and eighth-grade ELA teachers piloted the curriculum, and during the 2021–22 school year, sixth grade joined the pilot. We hope to begin full implementation during the 2022–23 school year. Reading Reconsidered is created by Uncommon Schools, which has outstanding academic results in similar communities on the east coast. The curriculum also follows the science of reading principals, including a focus on knowledge building, intensive writing, and high-quality texts. Moreover, the curriculum is designed to be modular, meaning that a school or teacher can choose from a variety of outstanding texts at a given grade level to assemble their own scope and sequence each year. Finally, the curriculum wraps in many resources familiar to our teachers and leaders, including the text by the same name, Teach Like a Champion, Love and Literacy, and Get Better Faster. Reading Reconsidered does not yet have a rating from EdReports.

The ELA curriculum is supplemented by The Writing Revolution. The Writing Revolution provides teachers with an evidence-based and proven instructional methodology: the Hochman Method. This method enables students to master the skills that are essential if they are to become competent writers. In turn, those skills equip students to become better readers, to communicate more effectively in writing and speaking, and—most importantly—to elevate their thinking. The six principles of the Hochman Method include the following: (1) students need explicit instruction in writing, beginning in the early elementary grades; (2) sentences are the building blocks of all writing; (3) when embedded in the content of the curriculum, writing instruction is a powerful teaching tool; (4) the content of the curriculum drives the rigor of the writing activities; (5) grammar is best taught in the context of student writing; and (6) the most important phases of the writing process are planning and revising.

Math Curriculum

Our math curriculum is adapted from Eureka Math. Eureka math, previously known as EngageNY Math, is a revolutionary math program designed to ensure that students move beyond rote memorization toward building enduring math knowledge. Every lesson includes opportunities for student discourse, because peer-to-peer discussion helps students solidify their understanding of

math concepts. Eureka Math has earned a score of “meets expectations” for two of three gateways (focus and coherence and rigor and mathematical practices). Usability was rated as “partially meets expectations,” which is part of the reason why our teachers adapt some materials to better fit our context.

Science Curriculum

Currently, science is only taught in seventh and eighth grade, in order to allow for a double block of math in sixth grade. All sixth- through eighth-grade standards are covered in seventh and eighth grades. Our science instruction develops mastery of core vocabulary and conceptual knowledge, supplemented by the application of scientific principles in laboratory settings. As outlined in the Ohio Learning Standards, students study the strands of earth and space science, life science, and physical science. The school is evaluating new science curriculum and will identify and implement one within the next two to three years.

Social Studies/History Curriculum

To ensure that Columbus Collegiate graduates have the critical research, thinking, and writing skills necessary for high school history coursework, all students study a wide range of historical content and research as outlined by the Ohio Learning Standards. In addition, scaffolded throughout sixth through eighth grade is a focus on document-based questions and essay writing. Students use historical documents to support and defend their answers based on historical documents. There is a strong focus on document-based-question essay writing. Beginning in sixth grade, students successfully complete several five-paragraph essays using historical documents. The school is evaluating new social studies curriculum and will identify and implement one within the next two to three years.

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

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

A.4 Target Population

A small school size is critical to CCA-West’s mission of college preparation. The experiences of highly successful urban charter schools serving similar populations indicate the foundational importance of small school sizes. Findings such as those of the Matthew Project indicate that “regardless of state, the relationship between achievement and socioeconomic status is substantially weaker in the smaller schools than in the larger schools.”¹

As noted above, CCA-West will accept all grade-level-eligible students from within Columbus’s geographic boundaries. However, the school will target enrollment strategies to students in low-

¹ Craig B. Howley and Robert Bickel, *The Matthew Project: National Report* (Columbus, OH: Ohio University, August 25, 1999), page 5, <https://files.eric.ed.gov/fulltext/ED433174.pdf>.

income communities in and around the Hilltop neighborhood on the West Side of Columbus. The target student population is low-income students who do not currently have public, college-preparatory school options.

A.5 School Calendar and Daily Schedule

For children to learn more, they must be provided with more time to learn. CCA-West's academic calendar will provide for an extended school day, which has proven effective in urban settings with low-performing public school students.² Students will have the support and time needed to prepare for rigorous high school programs. Enrichment programs, tutoring, and homework support will enhance the school day, providing students with an in-depth knowledge of the curriculum and the confidence to achieve in a high-expectation environment.

In an impoverished community with established schools performing below state averages and students below proficient levels, CCA-West must redouble efforts to ensure urban students bridge the gap between their performance and that of their suburban counterparts. CCA-West will provide two blocks of literacy and math per student per day. Daily in-school tutoring will bolster this effort for students who require even more instructional and support time. Eleven full days will be dedicated to providing all staff PD and collaboration opportunities, with dedicated time to review ongoing student-achievement data, share effective teaching practices, and review curriculum and assessment development. Teachers will have two planning periods per day. Teamwork and grade-level planning will be an integral part of the staff culture at CCA-West.

The school year for the staff begins in August with a three-week Summer Institute. Students will participate in a three-day orientation prior to the beginning of core academic instruction. This orientation will introduce students to the culture of high expectations and no excuses at CCA-West and will provide direct instruction and practice of school-wide expectations, procedures, and routines.

Students will be divided into four grade-level advisories, and students within an advisory will have the same schedule throughout the day. This will provide simplicity in scheduling and group camaraderie. All students will have the opportunity to begin daily homework assignments at the end of each day with a teacher's support. All students will have enrichment opportunities after the regular academic day has ended. These activities might include basketball, soccer, student government, and computer literacy; they offer students a chance to explore their individual interests within a structured group setting and build communication skills and confidence in achievement.

The school is based on a trimester schedule. Each trimester lasts between fifty-eight and sixty days and ends with comprehensive trimester exams. Teachers will compile test and class grades promptly, and report cards will be picked up at parent-teacher conferences one week following trimester exams.

Progress reports will be sent home three times per trimester. CCA-West will end its academic year

² Catherine Dodd and Donald Wise, "Extended-day programs: Time to learn," *Leadership* (2002), https://www.researchgate.net/publication/234605551_Extended-Day_Programs_Time_To_Learn.

with parent-teacher conferences, followed by a school and family barbeque to foster school culture and celebrate the year's successes.

A.6 Special Student Populations

CCA-West has adopted the Ohio Department of Education (ODE) Special Education Model Policies and Procedures.

The school's curriculum approach to instruction is adapted to serve students with specific learning needs. First, at the beginning of the year, all general education teachers are provided with training regarding their responsibility to serve students with disabilities. Teachers sign a document titled, "General Education Teacher IEP Responsibilities Notification," which includes their responsibilities to administer supports, accommodations, and modifications. This document also includes the active roster for each general education teacher. Any accommodations outlined in the IEP are shared and reviewed with all general education teachers that serve the student. Teachers are also provided with an accommodation quick-view document for their grade level and have access to all IEPs. Intervention specialists check in with general-education teachers weekly to discuss accommodations and observe accommodations happening within the general-education classroom.

When students require modifications to the curriculum, intervention specialists support the general-education teacher in modifying lesson plans to meet the needs of the student as outlined in their IEP. This may include push-in or pull-out services from the intervention specialist.

Moreover, the thirty-minute intervention period each morning is used to scaffold prerequisite skills or preteach skills for upcoming lessons that day or later in the week.

Students with Learning Disabilities

CCA-West will serve all students regardless of ability and will comply with all state and federal statutes, including Title II of the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973. Columbus Collegiate will educate students with disabilities in the least-restrictive environment (LRE) and with their nondisabled peers to the extent appropriate and allowed by each student's individualized education plan (IEP). The school will not discriminate in admission and enrollment practices against students having or suspected of having disabilities.

CCA-West believes that all students can achieve academically regardless of ability. The school will provide students with disabilities with a free and appropriate public education (FAPE). To ensure that all students' needs are well met, CCA-West will hire teaching staff who have the appropriate special-education licensure issued by the ODE. The special-education director works closely with the director of curriculum and instruction and all teachers and students to provide accommodations and modifications as needed.

The special-education director maintains records and adheres to the following processes to ensure

that Columbus Collegiate meets every student's needs:³

- Upon enrollment, families complete a questionnaire to identify if their children have received special-education services or been diagnosed as having disabilities.
- Once students are enrolled in the school, the intervention specialist communicates with families regarding students already receiving special-education services.
- The staff implements existing IEPs and provides an appropriate education within the LRE. As appropriate, the staff meets with families to rewrite IEPs.
- Academic progress is monitored regularly for all students. Those who are not showing academic progress receive additional supports, such as in-school tutoring. If a student does not make progress through such supports, the staff begins the prereferral process, and the special-education director will work closely with teachers to identify alternative strategies within the classroom to support the student.
- The strategies are implemented in the classroom immediately. If the student does not show improvement, the school recommends an evaluation and, with parental consent, conducts an evaluation with an appropriately licensed professional.
- When an evaluation indicates evidence of a disability and that special-education services are appropriate, an IEP team—including the parent(s), the special-education director, a regular-education teacher, and the student (if age appropriate)—develops an IEP for the student, and agreed-upon special-education services are provided.
- All IEPs are evaluated annually and revised as needed by the IEP team. All students receiving special-education services are reevaluated at least once every three years.
- To the greatest extent possible, CCA-West will serve all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, CCA-West will meet those needs with existing or appropriately licensed contracted staff.

Limited English Proficiency Program

CCA-West will serve its Limited English proficiency (LEP) students in accordance with all applicable federal laws and regulations and in compliance with Ohio law. LEP students are subject to all state testing requirements.

Columbus Collegiate will follow all Ohio guidelines for identifying LEP students—specifically, the following:

- Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.
- CCA-West will identify students whose primary language or home language is a language other than English (PHLOTE).
- Students whose dominant language is not English will receive an assessment of English proficiency using instruments and techniques approved by the district, which are likely to include the Language Assessment Scales (LAS).
- Educational programs are responsive to these specific needs and in compliance with state and federal guidelines.

³ In years one and two, the school director will oversee the maintenance of records and all processes articulated here.

- Columbus Collegiate reports the number of LEP students attending the school to the district and the state.

The school will adopt a program of structured English immersion for all LEP students. The purpose of this program is to achieve English proficiency for all students as quickly as possible, while holding the utmost respect for the language and culture of every student.

The LEP program at CCA-West is designed exclusively to meet the school's mission. If students are to leave CCA-West and enter, excel in, and graduate from the strongest college-preparatory high schools, they must read, write, and speak English fluently. Effective delivery of this mission requires that the school teach its students English as efficiently as possible. At a minimum, CCA-West will assess students' progress in learning English on an annual basis using procedures approved by the ODE.

Structured English Immersion

LEP students will receive the same academic content as those students who are native speakers of English. All classroom instruction will take place in English. However, the level of English used for written and spoken instruction will be modified appropriately for LEP students, with the stated purpose of holding every student to high academic standards. Students will not be excluded from any curricular or extracurricular activities based on their level of English proficiency. Students will not be placed in special-education classes based on their level of English proficiency.

The academic program at CCA-West is designed for high performance with LEP students. Most prominently, students will receive one hundred minutes of literacy instruction each day, which may include instruction in phonemic awareness and phonics. The double-literacy periods will also allow for LEP pull-outs as needed.

Gifted Students

Columbus Collegiate understands that some students, by virtue of intellectual gifts or advanced preparation, will need additional academic challenges. The design of CCA-West's curriculum is especially well suited to serve these students.

CCA-West sets an extremely high bar for academic performance, requiring algebra in the eighth grade, demanding the reading of literature in all grades, and assigning writing across the curriculum. As a result, it is likely that students will experience some academic challenge from the standard curriculum. However, just as individualized instruction after school can be used for students who are struggling, this instruction will support those students who need acceleration beyond the curriculum.

Students who are reading above grade level may participate in a reading seminar of advanced texts in the afternoon, during the "Drop Everything and Read" period. Students who excel in math and science may receive special projects in place of subject material that has already been mastered. Different reading, of a higher grade level or including primary sources, may be assigned in history. After-school enrichment programs will provide other intellectual pursuits that may include chess, mock trial, debate, geography bees, or science experiments. Flexible ability groupings will also

support the learning needs of our gifted students.

Columbus Collegiate is committed to the best education for every child. If it proves necessary to accelerate a student into the next grade or provide other accommodations, the school will do whatever is necessary to meet the learning needs of the child.

Homeless Students

CCA-West believes that all school-aged students, including homeless students, have a basic right to attend school and to have equal educational opportunities. The school shall comply with the McKinney Vento Act and, to the extent that the school receives assistance from the Federal Program for Education for Homeless Children and Youth, shall comply with requirements to coordinate services for homeless students with local social-service agencies and programs, including those funded under the Runaway and Homeless Youth Act.

A.7 School Goals

Academic Goal Statement 1: Students at Columbus Collegiate will become competent readers of the English language.

Measurable Target(s) with Metric(s):

1. Of the students who have attended the school for two or more years, 75 percent or more will score in the proficient, accelerated, or advanced categories on the Reading Ohio Achievement Assessment (OAA) in eighth grade, and 60 percent of such students will score thusly in the seventh grade (metric: Reading OAA).
2. The percentage of students who have attended the school for two or more years who attain a Reading OAA score of proficient, accelerated, or advanced in the seventh and eighth grades will exceed the average percentage for Columbus City Schools by at least 15 percent (metric: Reading OAA).
3. Each cohort of 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 trimester, at least 75 percent of seventh graders and at least 80 percent of eighth graders will perform on 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 Columbus Collegiate will be competent in the understanding and application of writing.

Measurable Target(s) with Metric(s):

1. Of the students who have attended the school for two or more years, 75 percent or more will score in the proficient, accelerated, or advanced categories on the Writing OAA in seventh grade⁴ (metric: Writing OAA).
2. A greater percentage of students enrolled in the school for two or more years will score in the proficient, accelerated, or advanced categories on the Writing OAA than students from Columbus City Schools (metric: Writing OAA).

⁴ ODE has suspended the seventh-grade Writing OAA due to budget constraints.

Academic Goal Statement 3: Students at CCA-West will become competent in the understanding and application of mathematical computation and problem solving.

Measurable Target(s) with Metric(s):

1. Of the students who have attended the school for two or more years, 75 percent or more will score in the proficient, accelerated, or advanced categories on the Mathematics OAA in eighth grade, and 60 percent of such students will score thusly in the seventh grade (metric: Mathematics OAA).
2. The percentage of students who have attended the school for two or more years who attain a Mathematics OAA score of proficient, accelerated, or advanced in the seventh and eighth grades will exceed the average percentage for Columbus City Schools by at least 15 percent (metric: Mathematics OAA).
3. Each cohort of 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 trimester, at least 75 percent of seventh graders and at least 80 percent of eighth graders will perform on 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 Columbus Collegiate will be competent in the understanding and application of scientific reasoning.

Measurable Target(s) with Metric(s):

1. Of the students who have attended the school for two or more years, 75 percent or more will score in the proficient, accelerated, or advanced categories on the Science OAA in the eighth grade (metric: Science OAA).
2. A greater percentage of students enrolled in the school for two or more years will score in the proficient, accelerated, or advanced categories on the Science OAA than students from Columbus City Schools (metric: Science OAA).
3. Eighth-grade students will design, conduct, and report on an independent science experiment. Students will present this experiment to a panel of at least three expert evaluators. Of these students, 95 percent will demonstrate competence, and of those, 50 percent will demonstrate advanced work as measured by a standards-driven, commonly applied rubric (metric: standards-based rubric).

Academic Goal Statement 5: Students at Columbus Collegiate will be competent in the understanding and application of social studies.

Measurable Target(s) with Metric(s):

1. Of the students who have attended the school for two or more years, 75 percent or more will score in the proficient, accelerated, or advanced categories on the Social Studies OAA in eighth grade⁵ (metric: Social Studies OAA).
2. A greater percentage of CCA-West students enrolled in the school for two or more years will score in the proficient, accelerated, or advanced categories on the Social Studies OAA than students from Columbus City Schools (metric: Social Studies OAA).

⁵ ODE has suspended the eighth-grade Social Studies OAA due to budgetary constraints.

Organizational Viability Goal Statement 6: Columbus Collegiate will be fully enrolled and demonstrate high levels of daily attendance and student retention.

Measurable Target(s) with Metric(s):

1. Columbus Collegiate student enrollment will be at 100 percent of projected enrollment described in the charter application at the beginning of each school year (metric: the community school will track enrollment numbers and provide detailed analysis in its annual report).
2. The Columbus Collegiate waiting list will be equal to 50 percent of the sixth-grade enrollment each year (metric: the community school will track enrollment numbers and provide detailed analysis in its annual report).
3. Of the students who begin the school year at Columbus Collegiate, 90 percent or more will remain enrolled in the school throughout the academic year (metric: the community school will track enrollment numbers and provide detailed analysis in its annual report).
4. Of the students who complete the school year at Columbus Collegiate, 90 percent or more will reenroll for the following school year (metric: the community school will track enrollment numbers and provide detailed analysis in its annual report).
5. The average daily student attendance at Columbus Collegiate will be at or above 95 percent over the course of each school year (metric: the community school will track enrollment numbers and provide detailed analysis in its annual report).

Organizational Viability Goal Statement 7: Columbus Collegiate will demonstrate fiscal viability that focuses on student achievement and responsible use of public monies.

Measurable Target(s) with Metric(s):

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

Organizational Viability Goal Statement 8: Columbus Collegiate will ensure parent approval and support that demonstrates the school's long-term viability and effectiveness.

Measurable Target(s) with Metric(s):

1. 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: the community school will administer parent surveys annually).

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

Faithfulness to Terms of Charter Goal Statement 9: Students at Columbus Collegiate will be prepared for success in college-preparatory high schools.

Measurable Target(s) with Metric(s):

1. Of the students who attend Columbus Collegiate for three consecutive years, 50 percent or more will enroll in college-preparatory high schools. The number of students attending college-preparatory schools will increase, on average, 5 percent per year until 100 percent is achieved (metric: the Community School will track the high schools into which the graduating eighth graders enroll, and high schools in which 75 percent of their graduates matriculate to college will be considered college preparatory).
2. In a survey given to parents of eighth-grade students who have attended Columbus Collegiate for three consecutive years, 80 percent of respondents or more will agree or strongly agree with the statement “CCA-West prepared my child for success in high school” (metric: the Community School will administer parent surveys annually).

A.8 School Climate and Discipline

School climate and discipline are addressed in the four core values set forth in A.1, above. Specific details regarding discipline will be included in the Student and Family Handbook.

Health, Physical and Emotional Supports

During the 2020–21 school year, the school employed a wellness aide to support pandemic-related health and safety needs, including monitoring the isolation room, connecting families to Covid-19 testing options, and other resources. This position is being maintained and broadened under the new title of “operations associate.”

Teachers led small-group advisory classes four times a week for thirty minutes. They utilize the Second Step curriculum to teach and bolster students’ social-emotional learning and to build strong relationships between students and teachers.

The school runs a Family Resource Center (FRC), which can be accessed by families or students with specific needs. The FRC has uniform items; other clothing, including coats, hats, and gloves; personal hygiene products; common household items; and nonperishable food items. The FRC also offers computer and printer access for families, as well as washers and dryers. These supplies and services support families with basic necessities during times of crisis, while the school staff help the family find longer-term support options.

The school also has a partnership with Eastway Mental Health, which provides on-site counseling services and a social worker for about a dozen students.

A.9 Assessments and Intervention

The school uses two primary modes of internal assessments: i-Ready and curriculum-based assessments (formative and summative).

i-Ready is a nationally normed, adaptive diagnostic tool that is administered three times a year (in the fall, winter, and spring). Results from i-Ready are analyzed by administrators and teachers to help inform our responsive teaching practices and to prioritize content for whole-group and small-group instruction based on any trending gaps. This responsive teaching may happen within the regular content class through minilessons, scaffolds, or just-in-time interventions. Additionally, four days a week, there is a thirty-minute intervention period. This time is used to close gaps or to teach prerequisite skills in reading and math in a small-group setting. This time allows us to reach students where they are, while preserving at least 80 percent of regular class time for grade-level content.

Curriculum-based formative assessments such as unit tests, unit essays, unit quizzes, and exit tickets are given at regular intervals by content teachers. Teachers use these formative assessments to understand how students are progressing with the content, what needs to be retaught or reinforced, and any unknown prerequisite skills that may be hindering student proficiency. Through data analysis and student work analysis, teachers and their coaches identify critical gaps and create responsive teaching plans to address those gaps in a whole-group, small-group, or one-on-one setting. When necessary, intervention specialists are leveraged to support the needs of students with disabilities.

Identifying Students Who Are Not Making Progress in the General Curriculum

The school has an established Intervention Assistance Team (IAT) within each grade level that reviews data, recommends response to intervention (RTI), establishes RTI, tracks data, and makes recommendations for evaluations when necessary.

If a student who is not currently receiving special-education services does not respond to interventions assigned by the IAT, they may be referred to the school psychologist, and a suspected-disability meeting may need to be held. If a parent requests an evaluation, a suspected-disability meeting will be held within thirty days of the written/verbal request. From there, an evaluation may be initiated.

Additional Support Structures

The school has a thirty-minute intervention period four times per week that is leveraged to provide support to all students who are behind or require support to access grade-level content. CCA-West teachers also offer tutoring after school three days a week or more, depending on the specific arrangements made by the school and the family.

Beyond these supports, we aim to provide needed supports to students within the general-education classroom by analyzing diagnostic data in order to implement appropriate scaffolds so that more students can access grade-appropriate content, provide just-in-time interventions, and use student work analysis to plan responsive minilessons within the core curriculum.

Plan to Address Covid-Related Learning Loss

During summer 2021, CCA-West offered a four-week Summer Camp opportunity for students. During Summer Camp, students received instruction in core content areas and in small groups. This allowed teachers to close many learning gaps that resulted from the pandemic year.

Research shows that the best way to address Covid-related learning loss is to provide grade-level instruction to all students, all the time—providing interventions and accommodations in the moment, as opposed to remediating instruction for students who need to make up for learning loss. CCA-West has invested in teacher and leader development around the core principles of learning acceleration. In June 2021, a team of teachers and leaders attended a three-day train-the-trainer session hosted by The New Teacher Project (TNTP). The training centered around TNTP's Acceleration Guide and was tailored to our local context. This training prepared leaders to prioritize content, implement intervention systems, and train the staff on these practices during Summer Institute. Moreover, during our 3.5-week Summer Institute for staff, instructional staff members attended four learning-acceleration trainings delivered by the Relay Graduate School of Education. Through these sessions, teachers learned how to build affirming relationships, hold a high bar while closing gaps, analyze student work, and prepare responsive lessons. In September and November 2021, the staff received two additional trainings from Relay that focus on learning acceleration for students with disabilities and English language learners.

High-dosage tutoring has also proven to be an effective intervention for students. This is a core idea behind our small-group intervention program and CCA-West's teacher tutoring programs after school.

Exhibit 2. Financial Plan

B.1 Budget Summary

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

B.2 Financial Management

The board of trustees will assume responsibility for ensuring that the fiduciary duties associated with the receipt and disbursement of public funds and the responsibilities associated with state employment are faithfully undertaken.⁶ They will establish sound and fiscally prudent policies pertaining to fiscal management and create and review controls that minimize the chance for unethical and unsound practices to occur. The board will choose an executive director, who will be responsible for overseeing the day-to-day implementation of the financial policies and procedures.

Whereas the board will have financial oversight, the executive director will have primary responsibility for managing the financial operations of the school and ensuring that all internal financial controls are established and upheld. S/he will work closely with the board treasurer to ensure that all monies are being properly allocated and recorded. The board intends to contract its accounting and payroll and financial reporting services.

Contracted services may include but not be limited to the following:

Basic Financial-Management Services

1. Comprehensive financial assessment and strategic priority recommendations
2. Cash-flow management
3. Monthly financial reviews for the executive director and board
4. Best-case models for financial planning, negotiations, and monitoring systems
5. Preparation of five-year financial plan
6. Benchmarking on operating functions of other comparable schools
7. Oversight and strict controls on budget modifications
8. Facilitating the preparation of independent GAAP report
9. Midyear and end-of-year financial reviews

Basic Treasurer Services

1. Budget preparation and ongoing management evaluations
2. Preparing payroll on semimonthly basis
3. Providing monthly check of receivables and payables
4. Presenting monthly fund balances for each restricted/nonrestricted fund
5. Filing federal 941 deposits, Ohio returns, and city returns

⁶ *Financial Management and Accounting Procedures* manual.

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6. Reconciling bank statements monthly
7. Ensuring the accommodation of SERS/STRS requirements
8. Filing FUTA and Medicare payments
9. Completing all required financial EMIS data
10. Overseeing school investments
11. Providing monthly, year-to-date budget/actual reports

CCIP Grant Management

1. Plan development support
2. CCIP budget preparation
3. Ongoing monitoring and budget revisions
4. Final expenditure report preparation

EMIS and CSADM Management

1. Compliance data submission and monitoring for EMIS and CSADM
2. Monthly reporting of average daily membership and monitoring

Internal controls and provisions pertaining to administrative and financial operations include the following:

- *Annual Budgeting*: The fiscal year of CCA-West will run from July 1 through June 30. The executive director and contractor will have responsibility for planning a detailed budget and cash-flow statement each year. The initial drafts of the budget and cash-flow statements will be reviewed by the board's finance committee and the chair before being presented to the full board for approval. The board will review and approve the budget at least one full month before the beginning of the new fiscal year.
- *Internal Controls*: The board of trustees is intent on establishing a system of internal control policies that, when executed, will ensure the practice of sound fiscal-management practices. These controls will comply with generally accepted accounting principles for nonprofit organizations. We also want to ensure that the reports and data generated from these controls are accurate and useful in effectively managing the financial needs of the organization. Areas requiring specific internal controls may include but are not limited to the following:
 - *Cash Receipts*: All deposits received for CCA-West will be properly received, deposited, and recorded by an individual delegated by the executive director. All records will be promptly reconciled. All monies will be kept under the strictest security provisions we can provide, and all cash received will be deposited within the same day.
 - *Cash Disbursements*: We ensure that all monies paid or withdrawn are authorized, used exclusively for business purposes, and properly recorded and reconciled. These controls include purchase orders and the use of the school's credit cards and other credit accounts.
 - *Petty Cash*: The use of petty cash and the availability to these funds will be restricted and limited. The use of petty cash will not be a standard practice—employees will be encouraged to complete a reimbursement sheet and attach receipts for minimal

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- purchases. When used, petty cash will be properly recorded and reconciled and will require both a signature from the receiver and permission for an authorized administrator. Receipts will also be required to be submitted within a specific timeframe or the monies will be expected to be returned.
- *Payroll*: We ensure that all payroll monies paid are accurate and disbursed to the parties intended with proper authorization. All payroll disbursements are properly recorded, comply with all laws and applicable tax regulations, and properly reconciled.
 - *Grants, Gifts and Bequeaths*: CCA-West will ensure that all grants, gifts, and bequeaths are monitored, properly recorded, and comply with all legal requirements and related restrictions. All checks representing grants or gifts will be promptly deposited.
 - *Fixed Assets*: We ensure that all fixed assets are properly acquired, that their value is properly recorded, and that provisions are set to ensure that assets are safeguarded. We mandate that no asset be disposed of without proper authorization.
 - *Check Signatures*: We ensure that all checks issued by the school are signed and authorized by the executive director. All check registers are maintained so that cash-flow projections can be properly maintained. Checks over \$5,000 will require an additional signature.
 - *Deposits*: We ensure that all deposits are properly recorded, safeguarded, and reconciled
 - *Personnel Policies*: We develop and approve all personnel policies, including but not limited to salary levels, vacation, overtime, paid time off, grievance procedures, severance pay, merit increases, bonuses, and other personnel matters. These policies will be developed by the executive director with board approval and will be reviewed annually.
 - *Plans and Commitments*: Columbus Collegiate will ensure that monies are not spent on plans and commitments that are not reflected in the budget. In the event that an unexpected expense arises, the executive director will review the budget and make a recommendation to the treasurer and finance committee on how to proceed. Modifications of the budget must be approved by the board. Provisions will be developed for emergency situations.
 - *Bank Statement Reconciliation*: Columbus Collegiate will ensure that monies are not spent on plans and commitments that are not reflected in the budget. In the event that an unexpected expense arises, the executive director will review the budget and make a recommendation to the treasurer and finance committee on how to proceed. Modifications of the budget must be approved by the board. Provisions will be developed for emergency situations.

The above is not intended to be a fully inclusive list, and the specific procedures described in each area above are subject to change; additional systems will be developed as directed by the board. A *Financial Management and Accounting Procedures* manual fully outlines controls, levels of authority, and overall expectations of staff, teachers, accountants, and the executive director. These procedures will be fully outlined and developed in greater detail during the planning year by the board, in collaboration with the executive director.

The manual and controls/procedures will be reviewed annually. Any interim changes will be submitted to the finance committee and presented to the full board for approval.

Maintaining Effective Controls

The executive director will have primary responsibility for overseeing the school's fiscal operations. The executive director will contract for services to assist with the responsibilities of financial management and reporting. The executive director will closely monitor cash flow and all regulations and compliance issues pertaining to school funding.

Fiscal Accountability

All board members and administrators of CCA-West who have delegated authority over financial management issues will be required to attend training on finance management. The training will include basic principles of accounting and information pertaining to financial controls and reading balance sheets, income statements, and cash-flow statements.

Annual Audits

CCA-West intends to hire a third party to conduct an annual audit. The auditor will be a certified public accountant, who will audit the financial records in accordance with generally established accounting principles.

Use of State Administrative and Financial Systems

To the extent possible, the board of CCA-West intends to use the state's administrative and financial systems.

Fundraising

Fundraising will be led primarily by the founder and executive director, with assistance from the board as necessary.

Budget Oversight

CCA-West will follow general accounting principles and all relevant federal, state, and local laws for proper accounting and reporting—specifically, the following:

- CCA-West will balance its budget in each fiscal year of operation.
- CCA-West will produce monthly statements of revenue and expenditures, including comparisons to approved annual budgets. The executive director and the finance committee of the board of trustees will review these statements monthly. These statements will be shared with the full board and with the Thomas B. Fordham Foundation as needed.
- At the conclusion of each fiscal year, CCA-West will hire a qualified firm to do a comprehensive, independent audit of the financial practices of the school. In accordance with this practice, the first audit will take place after the conclusion of year one of operation and appear in the budget in year two.
- CCA-West will meet all ODE requirements for the reporting of financial information.

B.3 Transportation, Food Service, and Other Partnerships

CCA-West may work with school districts and/or other entities for the provision of transportation services and food service.

B.4 Insurance

CCA-West will maintain insurance in accordance with this Contract.

Exhibit 3. Governance Plan

C.1 Governing Body

CCA-West is led by the board of trustees, which governs the school and is responsible for ensuring that the school fulfills its mission, is faithful to its charter, and remains financially viable. This board, ultimately to be composed of at least five members, will hold the charter of Columbus Collegiate and ensure accountability to its mission. Priority selection of trustees will be from members of the founding board. This board will be composed of a diverse, talented group of Columbus professionals, including community leaders, business leaders, business owners, participants with technical skills in the areas of law, real estate, finance, and fundraising, and residents of West Columbus. Such a board is desirable to provide independent governance for Columbus Collegiate by a broad coalition of qualified leaders.

The board will meet in accordance with the schedule as approved by the trustees and will adhere to Ohio's Open Meetings and Open Records Acts.

The board will maintain standing committees that may include but not be limited to the following:

- *The governance committee* will cultivate relationships with potential new trustees, present a slate of nominees to the full board for selection, and orient new trustees to the business of the board and the school. The governance committee will always recruit new trustees according to the best interests of the school. Potential trustees will include community leaders, business leaders, business owners, and individuals contributing necessary skills to the operations of the board. Currently this committee also monitors the school's academic progress using the academic and community goals of the Accountability Plan as a guide. They will ensure that the school meets academic goals, including adequate yearly progress under NCLB, and that academic progress is properly reported in an annual report.
- *The finance committee* will monitor the financial health of the school through monthly financial reports and regular monitoring of the financial goals of the Accountability Plan. The finance committee will monitor the annual audit of the school's finances.
- *The development committee* will ensure the long-term viability of the school through private fundraising initiatives.

Recruitment of new board members will be in accordance with the Code of Regulations.

All new board members will execute the board-approved Conflict of Interest statement.

Board members or cohorts of board members will undergo governance training as necessary, in areas including but not limited to the following:

- School mission and vision
- School academic program
- School community
- Board governance and management: roles and responsibilities
- Committee duties

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- Financial and fiduciary responsibility
- Individual commitments of board service

The board of trustees may be supported and advised by two councils: the advisory council and the parent council. These groups will be nonvoting advisory groups chaired by one member of the board of trustees and will meet at the discretion of their chairs. The board of trustees will consult with these groups to receive input on various decisions and issues affecting the school.

Training

The CCA-West's board of trustees undergoes comprehensive trainings every year. The board of trustees sets aside ten to fifteen minutes at the start of each meeting to learn and ground themselves in the mission and work of USN. The board of trustees also completes additional trainings in specific areas, such as the school academic program, school community, board governance and management: roles and responsibilities, committee duties, financial and fiduciary responsibilities, and individual commitments of board service. A full list of trainings can be found below:

Title	Frequency	Topics
Mission minutes	Monthly	School mission and vision
Orientation	Semiannually	Code of Regulations Board structure Board policies and expectations
School board retreat	Annually	Board governance and management Financial and fiduciary responsibilities Advocacy
Sunshine law training	Annually	Public records and open-meeting laws

Recruiting

As documented in the Code of Regulations, the board of trustees will maintain a standing governance committee that will have procedural responsibility for selecting new trustees. The governance committee will cultivate relationships with potential new trustees, present a slate of nominees to the full board for selection, and orient new trustees to the business of the board and the school. The governance committee will always recruit new trustees according to the best interests of the school. Potential trustees will include community leaders, business leaders, business owners, and individuals contributing necessary skills to the operations of the board or who have a passion for education equality.

Orientating

As new board members are voted on to the board, the associate development director (ADD) sends them the orientation packet to review individually. The ADD follows up with them one month

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later to answer questions. Additionally, under the direction of the CEO, the board of trustees has the opportunity to attend two virtual orientations a year. There, they review the Code of Regulations, roles and responsibilities, and board structure and policies. Both orientations are recorded and disseminated to all board members.

Retaining

The governance committee is charged with providing development opportunities for board membership and overseeing a trustee-assessment process to ensure optimum performance. The committee and the CEO complete quarterly check-ins with all trustees. Annually, the committee evaluates the board as a whole and its individual trustees, as well as collecting commitments for the upcoming year.

C.2 Governing Board Composition

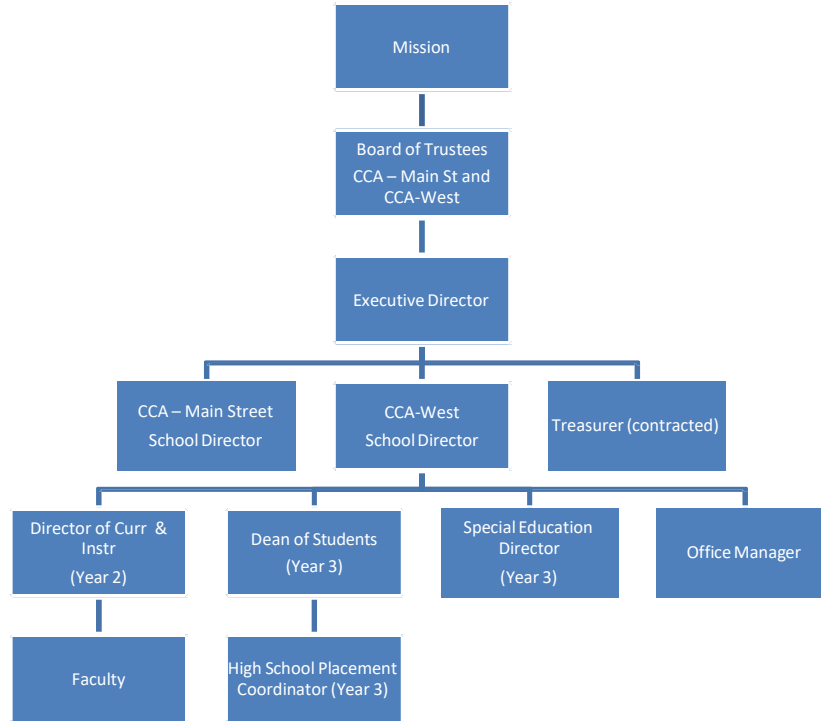
The board roster is included at Exhibit 7.

C.3 Management and Operation

The board of trustees shall hire the executive director. The executive director, supervised and supported by the board of trustees, will ultimately be responsible for the implementation of the mission of CCA-West at a demanding, high standard.

Employees will be hired by the board of trustees upon recommendation by the executive director. The executive director will supervise all other employees of the school and may delegate these duties to other senior administrative staff, which may include but not be limited to the school director, director of curriculum and instruction, and dean of students. The executive director will report monthly to the board of trustees.

Columbus Collegiate Academy intends to follow the organizational structure as set forth below. However, should circumstances dictate the need to restructure, CCA-West will advise the sponsor of the circumstances, rationale for restructuring, and restructuring plan.

COMMUNITY SCHOOL CONTRACT**C.3.1 Records**

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

C.4 Staffing and Human Resources

CCA-West aims to attract highly qualified, motivated teachers who want to further strengthen their skills and make a dramatic impact on the educational and life trajectories of their students. Teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others, and responsibility. Most importantly, teachers will be evaluated on their ability to dramatically improve student achievement, as measured and outlined in our Accountability Plan. We will work to attract entrepreneurial, mission-driven staff members—individuals who hold and enforce the highest academic and behavioral expectations and see student achievement as the ultimate reward. Each staff position at CCA-West will have a clear set of responsibilities and duties. Teachers will be supported through multiple internal structures, such as dedicated daily planning periods, scheduled weekly meeting times, clear expectations, a disciplined and structured school environment, and a visionary and supportive leadership team.

Teacher Recruitment and Selection

CCA-West will take a local and national approach for recruiting teachers. Nationally, CCA-West will tap the alumni networks of various colleges and Teach For America. Position openings may be posted online and in education journals.

The executive director and school director will share the responsibility for reviewing applications of, interviewing, and making offers to potential candidates. All final decisions for hiring will be made by the executive director. The office manager will schedule interviews and mail all follow-up materials. The school will ensure the quality of the staff through the use of the following five-step process for selecting and hiring the most qualified candidates. Throughout the process, teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others, and responsibility.

- Step One: Candidate submits an application, resume, and cover letter.
- Step Two: Executive director and school director separate candidates into three categories: (1) very strong, (2) good, and (3) weak. Very strong candidates are invited for an interview and to teach a sample lesson. Good candidates are scheduled for a fifteen-minute phone interview. If the phone interview is strong, the candidate will receive an invitation to an in-person interview and to teach a sample lesson. Weak candidates are sent a postcard acknowledgment.
- Step Three: Candidates come in for the in-person interview and teach a sample lesson. For administrative positions, CCA-West may ask for additional documentation pertinent to their applications. If the candidate has potential but would not be an appropriate hire at the time, CCA-West will put them in the “applicant hopper” (an internal database of individuals who, after more experience teaching or with additional training, may be possible hires in the future).
- Step Four: If the lesson and interview demonstrate that the candidate is strong, we will then request references and transcripts. If we are still unsure about the candidate’s potential for success at Columbus Collegiate, we may ask for additional material—such as another lesson plan or a follow-up interview—or put her into the “applicant hopper.”
- Step Five: If the candidate has gone through the entire process successfully, we will make him an offer of employment. This offer will be contingent upon background and reference checks.

Individual Instructional Support

PD ensures that teachers have regular support and guidance from instructional leadership within the school regarding subject-specific pedagogy, as well as overall strong classroom practice. Teachers will be provided resources regularly to enhance their teaching of specific skills and content—whether that be time to visit a master teacher in another school, lesson planning time with other teachers, or funds to further support specific growth in their content teaching. Results from assessments might indicate, for example, that the classroom instruction to teach conversions of percentages was more effective for one teacher than another, and school leadership would facilitate individualized PD between those teachers to share the most effective strategies as evidenced by student outcomes.

Observation and Evaluation

Research, anecdotal evidence, and experiences as a principal in Boston have led Kim Marshall⁷ to the conclusion that using one full-length observation of teachers is ineffective in changing what happens in the classroom. In addition to adding little value to student learning and teacher effectiveness, it is a time-consuming process. Instead, Mr. Marshall advocates for a much more frequent observation and feedback loop so that teachers know exactly what is expected of them throughout the year. CCA-West's instructional support, observation, and evaluation process is grounded in this research.

There will be four broad types of observations used at CCA-West: mini-observations, informal observations, full observations, and peer observations. Observations will serve as an important learning tool and an avenue for each teacher to refine her teaching craft. Informal and full observations, along with curriculum-review meetings, will be used to complete midyear and end-of-year evaluations. Observations will be a regular part of daily operations at CCA-West.

An outline of the instructional support, observation, and evaluation process is below:

1. *Curriculum Review*: Standards and benchmarks, exam maps, unit sequence calendars, and course descriptions will be reviewed during Summer Institute. Unit plans and trimester comprehensive exams will be reviewed by the director of curriculum and instruction before the start of each trimester. In addition, weekly syllabi, daily packet keys, and/or lesson plans will be reviewed on a regular basis.
2. *Peer Observations*: Teachers are expected to conduct one full-period observation and two fifteen-minute observations of their peers on a trimester basis. The full-period observation should be scheduled in advance with the teacher who is being observed, but the two fifteen-minute observations can be done on a drop-in basis. These observations will be used for PD purposes.
3. *Mini-Observations*: Three- to five-minute mini-observations will be conducted for nonevaluative purposes by the director of curriculum and instruction, dean of students, and school director. The three main purposes of mini observations are to collect instructional trends, collect management trends, and provide quick feedback to teachers. Mini observations will typically take place at least once per week.
4. *Assessment Analysis*: After every unit test and comprehensive exam, teachers will fill out the Assessment Analysis template found on the shared server. Teachers will then work with the director of curriculum and instruction and school director to complete an action plan for reteaching and intervention.
5. *Informal Observations*: Fifteen- to twenty-minute informal observations will be conducted for evaluative purposes by the director of curriculum and instruction and school director. The three main purposes of informal observations are to ensure objective alignment, support teachers in focused areas, and provide specific feedback on classroom management and instruction indicators aligned to the summative evaluation rubric. Teachers will receive informal observations on a biweekly basis and will receive written feedback within twenty-four hours. Conferences may be scheduled on an as-needed basis.

⁷ This protocol is based on a series of articles by Kim Marshall compiled in *Rethinking Teacher Supervision and Evaluation*.

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6. *Full Observations*: Fifty-minute full observations will be conducted for evaluative purposes by the director of curriculum and instruction and school director. The main purpose of full observations is to provide concrete evidence of a teacher's performance on an observation tool aligned directly to the summative evaluation rubric. Teachers receive four full observations each year; they receive written feedback within twenty-four hours and a post-observation conference within forty-eight hours of the observation. Teachers create goals based on full observations.
7. *Evaluation*:⁸ Although the bulk of the director of curriculum and instruction's and school director's time will be spent on teacher support and mentorship, formal midyear and end-of-year evaluations will be conducted for each teacher for the following reasons:
 - a. To formally recognize positive contributions made by teachers throughout the year
 - b. To document best practices and identify teachers' mastery of teaching practices to further peer mentoring
 - c. To provide enrichment for teachers to help push their practice, in keeping with our spirit of constant learning
 - d. To formally address areas for improvement, whether major or minor, and indicate whether (and what) improvement is necessary

The midyear and end-of-year evaluation rubric will be used to evaluate teachers in three main areas: classroom culture and management, instructional planning and delivery, and responsibilities and values.

The school director will write the midyear and end-of-year evaluations based on informal and full observations, curriculum and assessment reviews, and two teacher self-evaluations. The evaluation will be completed using the Summative Evaluation Rubric and will be based on the degree to which each staff member is meeting the expectations outlined in the table below. The focus of the evaluations will be on exceptional strengths and areas for improvement (i.e., evaluations will not include a list of expectations being fulfilled). The goal is a succinct but helpful document that leads to a productive conversation of how the school can best support a teacher's individual PD goals.

Teachers will be asked to submit self-evaluations in November and April, which will be considered heavily in the development of the midyear and end-of-year evaluations. In December and May, the director of curriculum and instruction and the school director will meet with teachers to present formal performance feedback in thirty- to forty-five-minute conferences. Teachers will receive their evaluation twenty-four to forty-eight hours in advance of these conferences. Staff members will receive a brief follow-up email documenting additional topics discussed in each conference (e.g., proposed/requested areas of administrative support, areas of improvement, action steps, etc.).

General Category	Evaluative Category	Input	Output
Inside of the classroom	Classroom culture and management	DCI/SD observations from August through March	
	Instructional planning and delivery		
	Curriculum and	Periodic review of	

⁸ Please see Appendix K: Teacher Evaluation Tool.

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	assessments	curriculum and assessments	Midyear and end-of-year evaluation
Outside of the classroom	Responsibilities and values	DCI and SD notes, grade books, curriculum due dates, parent contact logs, and two teacher self-evaluations	

Staff Retention Rate

The staff retention rate was 85 percent in 2018–19, 78 percent in 2019–20, and 83 percent in 2020–21.

C.5 Professional Development

The fourth Core Value at CCA-West is that great teachers are essential for academic excellence. This belief requires the recruitment and selection of the best teachers—as well as appropriate, high-quality PD to support them, both prior to and during the school year. CCA-West will employ full-staff seminars led by both outside experts and school administration, meetings by department, meetings by grade level, and individual meetings that take place during the summer and during the school week.

The PD program consists of four primary components: Summer Institute, annual PD calendar, one-on-one coaching and data meetings, and special PD (usually provided by external people).

Staff are formally surveyed after Summer Institute and monthly by the school director to collect information on how satisfied staff are with their PD, along with other areas. USN formally surveys staff two times a year and asks the following questions regarding PD:

- “There is a supervisor within the network who encourages my development and professional growth.”
- “I receive the necessary training and development opportunities to maintain or improve my skills.”
- “The professional development I receive increases my ability to better serve my students.”
- “I receive effective coaching to help me improve my performance throughout the year.”

The chief schools officer coaches the school director and other instructional coaches on how to deliver effective PD to teachers and evaluates their effectiveness.

The analysis of survey results, as well as the CSO’s evaluation, help to determine if the PD program needs to be modified or enhanced.

The school director is the primary driver behind modifying support for identified teacher and pupil needs. For teachers, the school director engages in weekly coaching meetings based on classroom

observations and/or student work analysis. These regular touch points help teachers develop quickly. If teachers need additional support to be successful, the school director may implement a performance improvement plan.

C.6 Student Recruitment and Enrollment

Communication Plan

The founding board and proposed leadership of CCA-West understand the challenges of recruiting potential students. Therefore, CCA-West will utilize a variety of marketing efforts to provide the widest dissemination of information possible and ensure the as many families as possible are aware of the strong educational option that CCA-West provides.

CCA-West's marketing activities will include multiple informational sessions and community presentations, regular ads on local radio stations, and strategic placement of ads in community newspapers and other print publications. Additionally, the creation of community partnerships, direct-mail campaigns, and door-to-door recruiting in the Greater Hilltop neighborhood will afford CCA-West staff the opportunity to connect with students and families who are less likely to find the school in the first year.

Achieving Consistent Student Retention

Strong retention of students grade after grade is critical to our success as a school—not only from an enrollment standpoint but also for our academic program. Enrollment confirmation for the following year begins in March of each school year. During the enrollment-confirmation period, the dean of family and community engagement, as well as teachers and other administrators, make contact with each family to confirm enrollment for the next year. If families aren't sure about reenrollment, this provides a great opportunity to discuss issues or barriers to reenrollment and attempt to resolve those issues. Although most families respond promptly to enrollment-confirmation requests, the school uses multiple methods to ensure all families have the opportunity to confirm enrollment before our external marketing and potential lottery go into effect.

Additionally, families complete a family survey twice a year to provide input and feedback on CCA-West's program. This is an opportunity for the school to identify any issues or barriers families are experiencing with the program and work to resolve those quickly, well before enrollment confirmation begins. We also implement an advisory system in which each staff member is assigned a small advisory group. Staff members are responsible for communicating regularly with their advisee families. This close and consistent relationship between one staff member and a small number of families helps us ensure that we develop strong relationships with each family so that the family feels connected and heard by the school staff. We have found that these relationships support student retention year over year.

Finally, students also complete surveys evaluating the program at CCA-West twice a year. Their feedback and input can help teachers and staff identify ways to improve the student experience at school generally or to work with individual students who may be experiencing barriers to success in our program.

C.7 Community Partnerships

As a nonprofit organization in the community, we recognize the need to establish partnerships with local individuals and organizations. Columbus Collegiate will seek partnerships to assist the board of trustees and leadership team in realizing the mission and reaching the school's overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, provision of mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs. Upon chartering, the executive director and founding board will seek to further establish these partnerships in the West Side communities including the following:

- Boys and Girls Clubs of Columbus
- Cristo Rey Columbus
- Lower Lights Ministries
- Mount Carmel Hospitals

In addition, preliminary discussions have begun with the following prospective partners:

- Franklinton Board of Trade
- Dodge Recreation Center
- Gladden Community House
- Columbus City Schools
- COSI
- Columbus Metropolitan Library
- LifeCare Alliance

C.8 Parent Engagement

CCA-West is deeply accountable to the students it serves, because their parents make the ultimate act of faith: they bring their children to our doors and trust our school to deliver an outstanding education and to fulfill our school mission. Close communication with parents is essential. Together, we enter into a three-way partnership between parents, students, and the school to ensure a successful academic future for each child.

To ensure the voices of these parents are well heard, CCA-West will create a parent council of at least five members, with the chair and vice-chair elected or chosen for one-year terms. Parents will be elected to the parent council by a vote of parents whose students are currently enrolled in the school. The parent council will support the mission of Columbus Collegiate in the following ways:

- Coordinating parent volunteer efforts to support student recruitment, enrichment classes, and community gatherings
- Gathering and reporting data about parent satisfaction
- Reporting twice annually to the board of trustees regarding their findings
- Ensuring that school communications are sufficiently accessible to Spanish-speaking parents

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- Planning parent events that support the academic mission of the school, such as high school achievement nights, student academic performance nights, and parenting seminars to support academic achievement

In addition to this council, the school administration will establish frequent, formal communication with parents to support the school mission. Families will be welcomed to the school through an orientation that will review school policies in detail, celebrate student learning, and include the signing of parent-student-school contracts. Parents will attend conferences at the school two times annually, at which time assessment results and report cards will be reviewed in detail. Progress reports requiring parental signatures will be sent home at regular intervals between these conferences. Teachers will call parents of their homeroom students on a regular basis, both to report positive academic results and behaviors and to deliver clear feedback when expectations are not met. A monthly school newsletter will communicate the effectiveness of the program and the excitement of the school to members of the community.

C.9 Means for Achieving Racial and Ethnic Balance

CCA-West utilizes a variety of recruitment and enrollment strategies to achieve a racial and ethnic balance reflective of the community we serve. First, we aim to make it as simple as possible for families to enroll at our school. We utilize an online enrollment platform called SchoolMint. Many families find this a simple and accessible way to enroll. We also provide assistance in the form of one-on-one support and access to computers and printers on-site for any family who is unable to enroll via the online application.

Moreover, the school employs several direct-marketing tactics to ensure we are reaching all families in our neighborhood. These strategies include door-to-door canvassing, direct mail, mail-carrier-saturation marketing, attending local events, and flyer placement at local businesses and organizations.

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 (STRS) and School Employees Retirement System (SERS) contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional Development Committee (LPDC) is current and available to staff; and provide a clear, written timeline of the closing process to all staff.

C.11 Race to the Top

If the school is the recipient of 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 not be limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via STRS or SERS.

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 is actively managing daily operations at the school.

COMMUNITY SCHOOL CONTRACT**Exhibit 4. Academic and Organizational Accountability Plan (K–12)**

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

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to “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 ⁹	4 stars or higher	3 stars	2 stars	1 star
VA ¹⁰	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: ¹¹ 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

⁹ 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.

¹⁰ 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.”

¹¹ “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

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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

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variance ¹²	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 ¹³	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 ¹⁴	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) ¹⁵	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

Conditional Indicators for contracts with conditions for an automatic renewal term

The contract term will be eligible for renewal, contingent upon the School meeting the required benchmarks, set forth below. The method of computation does not differ from that used in the Primary and Secondary Indicators in Exhibit 4.

Schools that do not meet the benchmarks may be eligible for renewal; however, the School will complete the Sponsor's standard contract renewal application process. The Sponsor will subsequently make a decision regarding renewal based on the School's renewal application.

Indicator	School Year (SY) 2022-2023 Target Benchmark	SY 2023-2024 Target Benchmark
PI	2 stars or above	3 stars or above
VA	3 stars or above	4 stars or above
Graduation rate (four years)	90% or above	92% or above

¹² The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

¹³ 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.

¹⁴ Represents the percentage of records reviewed that were accurate and complete during the school year.

¹⁵ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special-education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

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Improving At-Risk K-3 Readers	68% or above	78% or above
Performance versus local market: PI	Ranked in 50 th percentile or higher in PI score	Ranked in 60 th percentile or higher in PI score
Performance versus local market: VA	Ranked in 50 th percentile or higher in PI score	Ranked in 60 th percentile or higher in PI score
Performance versus statewide charters: PI	Ranked in 50 th percentile or higher in PI score	Ranked in 60 th percentile or higher in PI score
Performance versus statewide charters: VA	Ranked in 50 th percentile or higher in PI score	Ranked in 60 th percentile or higher in PI score

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:

Columbus Collegiate Academy–West
300 Dana Avenue
Columbus, OH 43223

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.

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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;

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

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

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

- (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.

COMMUNITY SCHOOL CONTRACT**Exhibit 7. Roster of Governing Authority****Columbus Collegiate Academy–West**

Name	Role	Term	Address
Ryan Elliot	Chair	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Steven Sutters	Vice Chair	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Joe Saverimuttu	Secretary	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Angela Paul Whitfield	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Robert Kulpa	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Kevin Joseph	Treasurer	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Audia Fraley	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Meredith Graham	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Meghan Devring	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223
Rebecca Medina	Board Member	To be submitted to Sponsor as set forth in Epicenter	300 Dana Avenue Columbus, OH 43223

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, Statute¹⁶ 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 Columbus Collegiate Academy–West 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.¹⁷

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.

¹⁶ ORC 3314.02 (E) (4)

¹⁷ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

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

This Exhibit includes a stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.¹⁸

Columbus Collegiate Academy–West owns all Community School facilities and property at 300 Dana Avenue, Columbus, OH 43223.

School facilities information must include the following:¹⁹

- (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	Dana Elementary School building, approximately 47,080 square feet on approximately 3.5 acres of land, located at 300 South Dana, Columbus, Ohio 43223. Tax Parcel ID #010-066695
Annual Costs	\$135,371.44 Annually
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	Columbus City School District. No organizational relationship to the United Schools Network.

¹⁸ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

¹⁹ [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.²⁰

- (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

Columbus Collegiate Academy–West does not operate using a blended-learning model as defined in ORC 3301.079.

²⁰ [ORC 3314.03 \(A\) \(29\)](#)