# **MASTER CONTRACT**

The Community School Contract entered into by the Governing Authority of IDEA Greater Cincinnati, Inc. and the Thomas B. Fordham Foundation

15685401

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This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective May 15, 2022, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of IDEA Greater Cincinnati, Inc. (IDEA), located at 2700 Glenway Avenue, Cincinnati, Ohio 45204 and 1011 Glendale Milford Road, Cincinnati, Ohio 45215 (hereinafter the "Community School"). The names and business addresses of the individuals who currently make up the GOVERNING AUTHORITY of the Community School, which is responsible for carrying out the provisions of this Contract, are attached hereto as Exhibit 7.

### **Article I. Purpose**

The purpose of this Contract is to ensure that the Community School provides a high-quality education to its students and contributes significantly to Ohio's effort to provide high-quality education options to needy children via a strong community school program.

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Code. Such school shall be a public school, independent of the Cincinnati 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 Kindergarten through Twelfth.

In approving this Contract, the SPONSOR voluntarily exercises powers given to it to sponsor community schools. Nothing in this Contract shall be deemed to be any waiver of the SPONSOR's autonomy or powers.

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division, or affiliation of the SPONSOR in any of the Community School's or the GOVERNING AUTHORITY's promotional advertising, contracts, or other materials without the SPONSOR's prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials: "IDEA Greater Cincinnati, Inc. is sponsored by the Thomas B. Fordham Foundation."

### Article II. Term

The term of this Contract shall be for a period of three year(s) and forty-six days commencing May 15, 2022, and ending June 30, 2025, and will automatically renew for a two-year period commencing on 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. 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). For buildings located at 2700 Glenway Avenue, Cincinnati, Ohio 45204 and 1011 Glendale Milford Road, Cincinnati, Ohio 45215; the sponsor will also examine the performance against the alternative accountability measures as set forth in Exhibit IV.

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

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The GOVERNING

AUTHORITY of the Community School may enter into a Contract with a new SPONSOR in accordance with Code Section 3314.03 upon the expiration of this Contract.

### Article III. Responsibilities of the GOVERNING AUTHORITY

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

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

The Community School shall be located within the Cincinnati 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 as soon as feasible 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; 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 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 16<sup>th</sup> Street NW, 8<sup>th</sup> Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/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 to the extent applicable to community schools.

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, 3313.539, 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, 3313.662, 3313.667, 3313.668, 3313.669, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.818, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 3319.39, 3319.391, 3319.393, 3319.41, 3321.14, 3321.14, 3321.14, 3321.17, 3321.18, 3321.19, 3321.01, 3322.01, 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 eschool 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 and14006 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 any operator with which the Community School has contracted.

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

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

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

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

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

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

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

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The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on a quarterly basis, the completed Related-Party Disclosure Form attached hereto as Exhibit 8.

The GOVERNING AUTHORITY further represents that the GOVERNING AUTHORITY will disclose any actual or potential conflicts, including but not limited to disclosure of any legal obligations such as employment or professional-services contracts between any individual employed by or retained as a consultant by the GOVERNING AUTHORITY and the Community School.

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

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

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

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

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

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Sponsorship Fees that remain unpaid for more than thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61-90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The Total State 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. If available, SPONSOR shall be provided with read-only access to such computer systems and websites. The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third-party beneficiary of this Contract, to perform the SPONSOR's oversight functions pursuant to this Contract.

The Community School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Community School is for the benefit of the SPONSOR.

#### A. Educational Plan:

The GOVERNING AUTHORITY agrees to comply with the policies and provisions described in the educational plan ("Educational Plan") of the Community School, including but not limited to the school's mission; the ages and grades of students; the characteristics of the students the Community School expects to attract; and the focus of the curriculum, academic calendar, and instructional schedule for a typical school day.

In accordance with Code Section 3314.03(A)(23), the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom-based

learning opportunities in compliance with the criteria set forth in Section 3314.08(H)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as Exhibit 1 and incorporated by reference as if fully written herein will lead to attainment of the state and federal law requirements for school performance and the achievement and academic requirements specified in Exhibit 4.

In accordance with Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Code, except that for students who entered the ninth grade before July 1, 2010, if any, the requirement in Sections 3313.61 and 3313.611 of the Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the Community School rather than the curriculum specified in Title XXXIII of the Code or any rules of the State Board of Education; further provided that for students who enter the ninth grade for the first time on or after July 1, 2010, if any, Sections 3313.61 and 3313.611 of the Code shall be met, which require a student to successfully complete the requirements prescribed in Sections 3313.6027 and 3313.603(C) of the Code prior to receiving a high school diploma, unless said student qualifies under division (D) or (F) of that section. The GOVERNING AUTHORITY, if applicable, shall implement the plan for awarding high school credit based on a student's ability to demonstrate subject-area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

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

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

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

### **B.** Financial Plan:

In accordance with Code Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which

details an estimated school budget for each year of the period of this Contract; specifies the total estimated per-pupil expenditure amount for each such year; and describes the financial policies, procedures, and internal financial controls of the Community School. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The 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 cashflow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports, enrollment records, and a reconciliation report for budgeted and actual costs and revenues every month, as required under Code Section 3314.023. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cashflow and income statements and balance-sheet information and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by the state auditor's office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the school. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING AUTHORITY will submit copies of all state-issued audits and management letters to the SPONSOR within two (2) business days of receipt of the same by the GOVERNING AUTHORITY.

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The GOVERNING AUTHORITY will annually conduct an inventory of all school assets consistent with GOVERNING AUTHORITY asset management policies (currently limited to those assets costing over \$5,000 only to the extent that the assets were not purchased with federal funds or other restricted funds) to include cost, acquired year, a brief description of the asset, and whether federal/title funds were used for the acquisition of such asset. All assets purchased with federal or other restricted funds should be inventoried in accordance with federal program and Ohio Department of Education guidelines. The date the inventory was completed should also be recorded, and a copy of this inventory report must be submitted to the SPONSOR by September 30.

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

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

### C. Governance Plan:

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

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

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

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

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

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district and/or the state in which the Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 3314.061 of the Code. Pursuant to Section 3314.08(F), the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

In accordance with Code Section 3314.03(A)(7), the GOVERNING AUTHORITY agrees to comply with the portion of its Governance Plan, attached hereto as Exhibit 3 and incorporated by reference as if fully written herein, that sets forth the ways by which the Community School will achieve racial and ethnic balance reflective of the community it serves.

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to comply with the dismissal procedures as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

In accordance with Code Section 3314.03(A)(16), the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event that this Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.

In accordance with Code Section 3314.10, the GOVERNING AUTHORITY agrees that the employment of teachers and nonteaching personnel by the Community School shall be as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein and which states that said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and that the Community School shall carry out all of the duties of an employer specified therein.

The GOVERNING AUTHORITY agrees to participate in the sponsorship information-management system (Epicenter) developed by the SPONSOR, including but not limited to (i) the participation of Community School staff in all required training and (ii) the timely response to all information requests related to the sponsorship information-management system.

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The GOVERNING AUTHORITY agrees to report to the SPONSOR by August 1 or as soon as practical 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 "Provided, however, the Community School shall not be required to administer a nationally standardized assessment to a students whose parent or guardian has elected in writing not to have such nationally standardized assessment administered to that student pursuant to Section 3301.0712(B)(1)(b) of the Code." 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

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SPONSOR shall (1) monitor the Community School's compliance with all applicable laws and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio Department of Education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the Community School in complying with all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and (6) have in place a plan of action to be undertaken in the event that the Community School experiences financial difficulties or closes prior to the end of a school year.

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

The SPONSOR agrees to comply with the standards by which the success of the Community School will be evaluated as set forth in Exhibit 4, which is attached hereto and incorporated by reference as if fully written herein. The duties of the SPONSOR shall be in accordance with the written agreement between the SPONSOR and the Ohio Department of Education.

The SPONSOR will not require the GOVERNING AUTHORITY and/or Community School to purchase, contract to purchase, or use any supplemental services (treasury services, financial-management services, and so forth) offered by the SPONSOR or any affiliate of the SPONSOR.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will verify annually that a finding for recovery has not been issued by the state auditor against individuals who propose to create a community school or any member of a governing authority, operator, or any employee of each community school with the responsibility for fiscal operations or authorization to expend money on behalf of the school.

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

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

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

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

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person, on the basis of such handicap, from participation in any programs or activities of the Community School and shall provide free and appropriate public education to such qualified handicapped person.

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

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

### **Article VI. School Facilities and Property; Site Visits**

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

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

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

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

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### **Article VII. Letter of Approval to Operate**

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

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

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

### **Article VIII. Probationary Status**

In accordance with the requirements of Code Section 3314.073, in lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for any of the following reasons:

- 1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
- 2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of this Contract
- 3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
- 4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
- 5. Other good cause

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR's notice

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

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

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

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

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

### **Article IX. Suspension of Operation**

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

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

### A. Health and Safety:

- 1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
- 2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
- 3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
- 4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
- 5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

### B. Other:

The SPONSOR may also suspend the operation of the Community School for any of the following reasons:

- 1. The GOVERNING AUTHORITY's failure to ensure that the Community School materially delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
- 2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
- 3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
- 4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law

### 5. Other good cause

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

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

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

After the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iii) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the suspension period. During the suspension period, the SPONSOR's designated representative shall have access to and may remove Community School records, including student records, if, in the sole discretion of the SPONSOR, the representative of the Governing Authority fails to provide in a timely manner such records following a legitimate request or for any reason if the Community School remains under suspension and is not fully operational for a period of ten (10) weekdays.

### **C.** Termination Resulting from the Suspension of School Operations:

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Community School. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the

SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

### **Article X. Expiration/Termination of Contract**

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract—provided, however, that the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days' written notice to the SPONSOR of its intent to enter into a Community School Contract with a successor sponsor approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then, not later than January 15 in the year in which SPONSOR intends to terminate this Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

- 1. The GOVERNING AUTHORITY's failure to ensure that the Community School materially 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

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

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

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

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

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

### **Article XI. Contract-Termination Contingencies**

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

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

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

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes but is not limited to albums, curriculum manuals, personal mementos, and other materials or apparatus that have been personally financed by teachers or staff.

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

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

### **Article XII. Governing Law**

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

### Article XIII. Limitation on Liability/Disclaimer of Liability/Covenant against Suit

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The SPONSOR of the Community School and the officers, directors, or employees of the SPONSOR shall be afforded the protections against liability under Code Section 3314.07(E) and (F) or any other statutory immunity granted to SPONSOR, now or hereafter.

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction or control of the SPONSOR except as required by law or this Contract and that the SPONSOR assumes no liability for any loss or injury from (i) the acts and omissions of the Community School or its members, 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 in their individual capacity 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**

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This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The Exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all Exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this

Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules, or regulations cited herein or which are applicable to the operation of a community school will result in a correlative modification of this Contract without the necessity of a written amendment signed by the parties.

### **Article XVI. Severability**

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

### **Article XVII. Every Student Succeeds Act**

To the extent applicable to community schools, the Community School will be subject to the federal rules and regulations for publicly funded schools as outlined in the ESSA and its associated regulations.

### **Article XVIII. Dispute-Resolution Procedure**

In accordance with the Code Section 3314.03(A)(18), disputes involving the GOVERNING AUTHORITY of the Community School and the SPONSOR regarding this Contract shall be placed in writing and resolved in the following manner:

- a. Members of the GOVERNING AUTHORITY shall meet with representatives of the SPONSOR
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good-faith effort to define the issues, clarify any miscommunications, and resolve contractual differences
- c. All agreed terms shall be placed in writing and signed by both parties
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute-resolution process

In the event that the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding mediation using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR and the representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the Community School being subject to probationary status, suspension of operations, or termination or nonrenewal of the Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VIII for Probationary Status, Article IX for Suspension of Operation, or Article X for Expiration/Termination of Contract.

### **Article XIX. Discrimination Policy**

In carrying out this Contract, the GOVERNING AUTHORITY shall not discriminate against any employee or any applicant for employment based upon race, color, religion, military status, national origin, sex, age, disability, or ancestry.

### **Article XX. Entire Agreement**

The SPONSOR and the GOVERNING AUTHORITY hereby agree that this Contract, including all exhibits and attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, whether oral or written, with respect to the operation of Community School. No course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

### **Article XXI. Notice**

All notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally recognized overnight courier or by registered or certified U.S. mail, postage prepaid and addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date delivered.

#### If to GOVERNING AUTHORITY:

IDEA Greater Cincinnati, Inc. c/o Matthew Kyle 2700 Glenway Avenue Cincinnati, Ohio 45204

### Copies to:

Dickinson Wright PLLC Attn: Adam Schira, Esq. 180 East Broad Street, Suite 3400 Columbus, Ohio 43215

#### If to SPONSOR:

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

### Copies to:

The Thomas B. Fordham Foundation

IDEA Greater Cincinnati, Inc.

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

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

### Article XXII. Nonwaiver

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to or waiver of a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

### **Article XXIII. Force Majeure**

If any circumstances occur that are beyond the control of the parties that delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

### **Article XXIV. No Third-Party Rights**

This Contract is made for the sole benefit of the GOVERNING AUTHORITY, the Community School, and the SPONSOR. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

### **Article XXV. Nonagency**

The Community School and GOVERNING AUTHORITY as one party and the SPONSOR as the second party shall at all times hereunder be separate and independent parties whose relationship and actions are subject to the applicable provisions of this Contract and Ohio law. Nothing shall be construed or implied to create an agency, partnership, joint venture, or any other relationship between the parties except one of sponsorship pursuant to this Contract in accordance with Ohio law, and neither party shall (i) have any authority, right, or entitlement, express or implied, to make any commitments, obligation, or contracts or (ii) incur any liabilities, charges, or expenses for or in the name of the other party, except as specifically permitted in this Contract.

### **Article XXVI. Statement of Assurances for Start-Up Schools**

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

ON BEHALF OF THE THOMAS B. FORDHAM FOUNDATION Michael Petrilli By:
Michael J. Petrilli President
2.10010010
DATE: 5/12/2022
THE GOVERNING AUTHORITY OF IDEA GREATER CINCINNATI, INC.
BY:
Governing Board Representative

### Exhibit 1. Education Plan<sup>1</sup>

### A.1 Mission

IDEA Greater Cincinnati is a tuition-free, open-enrollment K-12 public charter school district with the mission to prepare students from underserved communities for success in college and citizenship. IDEA exists to close the achievement gap and ensure students are prepared for success in citizenship and college. Note that, where this document refers to "IDEA", it often refers to the IDEA program generally, not the specific entity which contracts with IDEA Greater Cincinnati for services.

### A.1.1 Vision

IDEA Public Schools and it's affiliates currently operate 137 schools, serving over 70,000 students, in four states. IDEA has sent nearly 100 percent of its graduates to college. To date, roughly two-thirds of graduates have been the first in their families to attend college. This fundamentally changes the trajectory of each student's life. It also changes the rates of academic success and degree completion for low-income and minority students, raising the bar for all schools. IDEA is proving that through an evidence-based, individualized learning program and scalable school model, a high-quality charter management organization (CMO) can broaden its impact across rural and urban communities while continually improving student achievement.

IDEA intentionally and strategically locates its schools in low-income, primarily minority communities, launching each new campus with two schools on site: a K–5 Academy and 6–12 College Prep. IDEA deploys a research-driven educational model that moves students from a high-intensity, teacher-led instruction in earlier years to a student-driven, individualized experience in later grades.

### A.1.2 Educational Philosophy

Every Academy student receives instruction that prepares them academically for IDEA's rigorous college-preparatory environment. Achieving these ambitious outcomes requires a holistic approach to curriculum that provides a continuum of learning from kindergarten to college graduation. The Direct Instruction (DI) program provides an individualized approach to building foundational literacy and numeracy. DI emphasizes expert-developed, carefully planned lessons designed around small learning increments. Grades K–2 have both a teacher and co-teacher in reading classrooms in order to provide the necessary support for each student. In grades 3–5, critical thinking is developed through balanced literacy and mathematical thinking through IDEA's math program, the core of which is Eureka Math^2. Grades K–5 offer traditional classroom instruction blended with cutting-edge technology to ensure that all students receive individualized

IDEA Greater Cincinnati, Inc.

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<sup>&</sup>lt;sup>1</sup> IDEA Greater Cincinnati contracts with a community school operator, IPS Enterprises (an IDEA Public Schools affiliate), to provide its educational and operational programming. Current information in the exhibits to this community school contract reflect the School's and its operator's current practices to the best of our abilities and knowledge. While the School strives to describe its program with perfect accuracy, the School acknowledges that changes to staffing, operations, and other components may have occurred, or may be necessary from time to time as the program continues to evolve. The School will advise the Sponsor of any material changes to the School's operations or educational program as required by the terms of the community school contract.

learning, in part through blended-learning programs, including Accelerated Reader Zones and iLearning Hot Spots. Where students may need more foundational academic support, small-group rotations allow teachers to provide targeted support and more accurately monitor student progress throughout the school year.

New IDEA students typically enter College Prep in sixth grade, at least until the fifth year of a campus (in their fifth year, students who began IDEA in second grade will matriculate into sixth grade). Some campuses may start with different configurations of grades at a College Prep. Often, new sixth-grade students enter IDEA classrooms two to four grade levels behind. To meet the needs of students at a wide range of learning levels, IDEA developed a hybrid schedule that begins in middle school. When it is used, this schedule allows for 80+ minute math and English language arts (ELA) classes, and semester-long courses in science and humanities. In order to ensure students are prepared for Advanced Placement (AP) courses in high school, IDEA designed its middle school curriculum to align content and skills to AP courses. Every sixth- through eighthgrade student takes a course sequence that will prepare them to read, write, and think like an AP scholar. This is an especially rigorous transition as students prepare for AP classes in grades 9–12. Nearly all students take at least eleven AP courses and have the opportunity to take many more. IDEA's high school science, English and math courses go well beyond what is required on state assessments. In upper grades, students can receive tutoring during the school day and after school. They also participate in a "Road to and through College" course focused on building independence and organizational skills. IDEA high school students participate in ACT prep courses provided by the school at no cost. These varied learning environments support IDEA's mission of providing rigorous instruction and give students the opportunity to constantly be challenged while working at their own pace.

IDEA's success lies in the organization's investment in talented people—in classrooms, regional offices, and throughout various functional teams—who all believe deeply that every student can make it to and through college. The departments and teams at IDEA work together to achieve tremendous results. IDEA's success in high-need communities is evidenced by its strong academic results, including student academic growth over time; its strong safety, financial, and operational history; its demonstrated success in increasing student achievement; and students' college acceptance and matriculation rates.

IDEA pursues a college-for-all model because the data show that college is the number-one antipoverty strategy this country possesses and because attaining a postsecondary degree provides a host of additional benefits. For example, previous data has shown that a twenty-five-year-old's life expectancy is ten years longer if they graduate from college, and that college graduates are three times less likely to end up incarcerated, twice as likely to vote and volunteer, and three times as likely to donate to charity. Though there are other viable, rewarding paths a high school graduate can pursue, IDEA is firmly committed to ensuring every child is prepared for, and supported to graduate from, a degree-granting postsecondary institution.

### A.2 Geographic Boundaries

IDEA will permit the enrollment of students who reside in any other district in the state.

#### A.3 Curriculum and Instruction

IDEA employs an educational model that moves students from high-intensity, teacher-led instruction toward student-driven learning. IDEA also strives for individualization of instruction with technology-assisted learning. IDEA's district curriculum evolved from being teacher developed to being developed centrally by IDEA curriculum managers. Curriculum managers apply content expertise and subject-specific experience to create high-quality curriculum documents that form the foundation of IDEA instruction. The goal of curriculum managers is to define rigorous student outcomes and provide a clear roadmap to help teachers get their students to mastery.

IDEA uses the state standards, as well as AP resources, to develop a rigorous curriculum that prepares students for achieving success with their state assessments, AP tests, and college-level work. IDEA recognizes that each state has its own unique set of standards and that it is the job of IDEA to ensure that all curriculum and assessments align to these standards. IDEA's Ohio campuses will utilize curriculum that aligns with Ohio's K–12 standards, ensuring students are prepared to meet or exceed grade-level expectations.

To ensure this outcome, IDEA will pursue three strategies: (1) develop content around Ohio standards, (2) work with leading Ohio K–12 groups, and (3) utilize curriculum that exceeds Ohio's Learning Standards. To ensure that IDEA's curriculum aligns with Ohio's standards, IDEA's Academic Program Team has assessed, refined, created, and/or removed content and curriculum from IDEA's repository in order to match requirements in Ohio. IDEA will also aim to leverage best-in-class resources and experts, including the Fordham Institute, Xavier University, Miami University, the University of Cincinnati, School Performance Institute, and Battelle Education. Finally, to ensure that IDEA raises expectations beyond the minimum requirements, IDEA will continue to utilize curriculum resources that exceed Ohio standards. This may include Amplify ELA and Eureka Math^2, as well as AP curriculum and coursework, to the extent these curricula meet Ohio requirements and fit the IDEA program.

IDEA utilizes proven instructional strategies for serving students, particularly those entering school one or more grade level behind. These are data-driven, clear, and replicable strategies, such as posting a clear goal for each lesson, in the same location and format every day; having a measurable outcome for each lesson upon which the teacher can assess student mastery; dividing complex concepts and tasks into small and measurable components upon which a teacher can assess student mastery; offering frequent repetitions ("at bats") for students to practice a concept, first as a group and then as partners and as individuals; ensuring all students are included in a lesson; and providing enough wait time for slower-acting students to participate.

IDEA's goal is to develop and provide educational opportunities to a diverse student body prepared for, accepted to, enrolled in, and ultimately graduated from college. IDEA's K-12 program model moves students to on-grade level performance and beyond to ensure college preparedness. Every

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child receives individualized instruction that prepares them academically for IDEA's rigorous college-preparatory environment.

Achieving the ambitious outcomes we set for our scholars requires a holistic approach to curriculum that provides a continuum of learning from kindergarten to college graduation. IDEA makes changes to its model based on the state it operates in, but in general, our program is as follows. In K-2, the Reading Mastery Transformations program provides an individualized approach to building foundational literacy. Students build numeracy and foundational math skills through the Eureka Math^2 program. In grades 3-5, mathematical thinking is developed through IDEA's math program, which utilizes Eureka Math^2. Throughout the K-5 Academy program, student engage with Amplify ELA. In middle school, a rigorous Pre-Advanced Placement (AP) curriculum combined with differentiated intervention prepares students for pre-college work. The AP for All program begins in ninth grade and ensures that students are prepared for college through a core program of AP courses. Almost all students take at least 11 AP courses, with the opportunity to take more.

High school graduation is not the end of IDEA students' educational careers. Our college success team is responsible for working with IDEA alumni to help them complete their degrees. This includes supporting alumni as they navigate scheduling, adapt to campus life, receive grants through IDEA's internal employee giving program, and build connections with fellow IDEA alumni on the same campus.

### Academy (K-5) Curriculum

The vision for literacy at IDEA is to provide students with a foundation that prepares them to be literate thinkers in school, college, and beyond. Today's scholars must be able to engage with complex texts independently, read for knowledge, and respond to texts through written and oral communication. Additionally, they must be able to navigate the wide range of texts available through online media, discern audience and purpose, seek evidence, and appreciate a range of cultures and perspectives.

In grades K-2, the primary objective is to close achievement gaps for students so that by the end of second grade they are reading on or above grade level. K-2 students participate in the Reading Mastery Transformations program, which meets students where they are performing academically and works to quickly close their individual gaps while teaching to mastery. This approach brings students up to grade level. This program results in fewer K-2 students requiring intervention services.

Reading Mastery Transformations (RMT) and Amplify ELA are the foundations of IDEA's K-2 literacy program. RMT is a model that emphasizes carefully planned lessons focused on learning in small increments. More than 40 years of research prove the efficacy of this style of direct instruction, particularly for at-risk learners and students from minority groups. RMT teachers use clear instruction and always teach to mastery. Groups are organized by level, so that every student can learn at their own pace. The goal is for each student to be on-level across all subjects. Students are expected to score 90% or higher on daily and weekly assessments. Skills are taught in a way that enables students to build upon previous learning. Nearly every lesson incorporates and reviews previously taught skills so that children continue to build upon and incorporate key concepts

they've already learned.

Students advance through the program only after they have demonstrated mastery of each concept. Students who show exceptional progress can progress faster through lessons if they show continued mastery. Students are also tested individually every five to ten lessons, and their progress is effectively tracked by the teacher. It is not uncommon to find a 1<sup>st</sup> grade student, for example, working with a 2<sup>nd</sup> grade group, if the data indicates that they have made accelerated progress. By and large, our 2<sup>nd</sup> grade students reach their reading goals by the end of this grade.

IDEA organizes each Reading Mastery Transformations class with two instructors: one teacher and one co-teacher. Students spend time in small groups learning from one of these two teachers, who utilize a substantively scripted curriculum. Students rotate as a group into supervised individual learning time, where they practice the skills their teacher has just imparted. This model allows for new and seasoned teachers to work effectively and seamlessly together, and for each child to receive small group instruction for the duration of the day.

IDEA also utilizes Amplify ELA to advance our K-2 students. Students practice reading, writing, speaking, listening, and language in an integrated way, with every strand of the standards woven throughout each module. This integrated approach enables students to be more successful as they activate and build on their developing background and vocabulary knowledge of the module topic while learning skills in other areas throughout each module.

Grades 3-5 comprise IDEA's Upper Academy. In these grades, IDEA utilizes Amplify ELA, a high-quality integrated English Language Arts curriculum for grades 3-5. With this curriculum, IDEA students are provided more time and opportunity for creative growth, taking on a wide variety of individual and collaborative assignments. During these grades, teachers place more responsibility on students as they work to demonstrate mastery and excellence.

In IDEA's Upper Academy grades, students are given greater responsibility for their learning and measuring their progress. Teachers hold students responsible for knowing where they stand in preparation for mastery exams via trackers. Students keep track of each skill they are responsible for knowing by the end of the year in their binders. When students demonstrate mastery of a concept, they meet with the teacher to document this. For example, if a student gets a 100% on a metaphor versus simile center game, they can place one sticker on that row.

This type of student-centered classroom builds leaders who take initiative for themselves. Walk into an IDEA Academy classroom and one will see students in action, grappling with concepts and actively participating in a lesson while the teacher facilitates and pushes each student's thinking. Students learn best when they learn by doing and can leverage opportunities to practice and repeat specific skills.

### **Grades K-6 Math**

At IDEA, excellent math instruction means teaching with a balanced approach to rigor. Teachers utilize open-ended assessment items to build AP-level skills and see students' problem-solving, and utilize the calculator to build conceptual understanding, not sidestep content knowledge.

In grades K-5, IDEA utilizes Eureka Math^2 – a curriculum developed by Great Minds – which

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sequences mathematical progressions to ensure student mastery from Pre-K through Pre-Calculus.

IDEA also utilizes online learning tools for students to practice math skills in an individualized, self-paced manner. iLearning Hotspots on each campus allow students to work with adaptive math software that uses algorithms to develop a unique learning path and pace tailored to each student.

### **Grades 2-8 ELA**

Amplify ELA is a comprehensive ELA curriculum used by IDEA Public Schools for second to sixth grade students. The program inspires curiosity and takes students on a journey through authentic literature and discussion of big topics. Using this distinct program, students can engage in deep study of important topics through reading complex texts while taking ownership of their own learning and deepening their knowledge of the world.

The Amplify ELA approach helps students and teachers celebrate the joy of reading and writing. By reading challenging books, students develop the knowledge and skills they need to be successful readers, critical thinkers, and effective communicators who love to learn and can succeed in college and careers.

IDEA provides students with individualized, blended learning opportunities in ELA, as well. Accelerated Reader (AR) Zones are spaces on each campus that promote a culture of reading to help students equip themselves for a lifetime of reading. Using the AR computer program, teachers manage and monitor children's independent reading practice. The software allows children to choose books at their reading level and then pace themselves in pursuit of their reading goals.

### **Grades 6-8: College Prep Program**

When opening new schools, sixth grade is an entry point for new students to IDEA. In alignment with our mission, we often serve students who are multiple grade levels behind. As a result, new sixth graders often enter IDEA classrooms 2-3 grade levels behind. To meet the needs of students at a wide range of learning levels while maintaining a high level of rigor, IDEA developed a hybrid schedule for middle school, which allows us to prioritize closing gaps in core content. The hybrid program for IDEA middle schools means they get more just-right practice in reading and math. This can include remediation, reinforcement, or acceleration, depending on an individual student's needs.

Grades 6-8 continue to emphasize gains in ELA & math. Students begin to develop more autonomy and focus their efforts on reading, writing, and independent work so that teachers can provide onthe-spot coaching. Students also participate in science and humanities courses. The overall curriculum and intervention methodology enables students to achieve the level of skills needed to be successful in high-school grades and beyond. This means that IDEA's middle school program is tailor-made to ensure preparedness for a rigorous AP for All program in high school.

IDEA also operates a program called Critical Student Intervention (CSI) during these grades. CSI provides additional reading and math instructional time using an evidence-based intervention. Students are supported to achieve gains by receiving double-blocks of math, reading, or both every

day. In the 2020-2021 school year alone, nearly 2,000 students closed their two-year gap in reading thanks to the CSI program.

## Grades 9-12: AP for All

The goal of IDEA's college-readiness efforts is for every student to enter their first year of college without the need for remedial courses in any content area. IDEA focuses on this aspect of college readiness because research shows that students who take remedial courses in college pay more in tuition and have a lower likelihood of graduating.

Another goal of college readiness is for students to be prepared to fully participate and be successful in college-level courses. IDEA strives to accomplish this goal in two ways: by giving students the chance to experience rigorous and challenging material in high school and by giving them the opportunity to gain college credit through dual-enrollment and AP courses, depending on what their school and region offer. Every core content area is extremely rigorous at all levels and aligned with these goals in mind.

To address these goals, IDEA's high school program relies heavily on AP. The National Math and Science Initiative (NMSI) definitively demonstrated that providing greater access to AP courses for low-income students, and equipping AP teachers with basic skills to teach these courses, has led to improved AP pass rates and college-graduation rates across the board. A 2013–14 study conducted by the American Institutes for Research (AIR) into NMSI's program efficacy showed that "schools implementing [NMSI's College Readiness Program] demonstrated significantly larger increases in the share of students taking and passing AP tests in targeted areas relative to comparison schools in each of the three cohorts of schools, and the gains in [these] schools were sustained over time."

IDEA has adopted an "AP For All" approach, which requires almost all students to take at least eleven AP courses by the time they graduate. IDEA focuses on AP for All because peer-reviewed research by the Educational Testing Service, The College Board, and the U.S. Department of Education all show strong evidence that participation in AP strongly correlates with student achievement, college readiness, and college completion. Studies show that students who take AP courses and exams are more likely to enroll in four-year colleges, earn higher grade-point averages in college, obtain a postsecondary degree, and earn higher incomes throughout their lifetimes than students who do not.

IDEA recognizes the challenges that come with thinking differently about AP access and success and the rigor and skills required. Thus, the middle and high school curriculum was designed to ensure that the content and skills being taught in those courses align to what students will learn in their AP courses. Every sixth-grade student takes a course sequence that will prepare them to read, write, and think like an AP student before they take their first AP course as a ninth-grade high school freshman. IDEA's high school science, English, and math courses integrate content beyond what is required on state assessments to ensure that students are prepared for college-level work in eleventh and twelfth grade. In some previous years, more than 90 percent of IDEA high school seniors graduated with at least one AP credit, meaning that they achieved a passing grade of three or above on at least one AP exam. IDEA students ultimately strive to become AP Scholars—a College Board designation that recognizes students who pass three or more exams with a score of

three or higher. For IDEA's graduating class of 2021, 28 percent of students graduated as AP Scholars.

# Other Subject-Area Curricula

- **Humanities**: IDEA's Humanities curriculum is designed to teach students a variety of reading, writing, and critical thinking skills they will use throughout K-12, college, and beyond, including graduate school and their professional careers. Beginning in 2021, IDEA will begin using Insight Humanities as the curriculum for K-5<sup>th</sup> grades. Students master state standards in a variety of social science disciplines, such as world cultures, geography, history, government, and economics. While mastering these standards, students read primary documents, conduct research, and write analytical and research essays.
- **Spanish**: IDEA's Spanish curriculum is designed to teach students a variety of Spanish skills they will use throughout their secondary and post-secondary careers. Students master standards focusing on the four major skills: reading, speaking, listening, and writing. Students learn to answer document-based questions that integrate the four basic skills, write analytical essays, and engage in fluent conversations. IDEA students in some states earn a high school credit in 8<sup>th</sup> grade by completing Spanish 1.
- Social Studies: Social Studies is an inquiry-based learning course that encourages student led inquiry and promotes depth of knowledge by introducing scholars to key Social Studies concepts. This course builds the foundation for essential skills and promotes literacy and biliteracy skills in each inquiry arc to develop reading, writing, speaking, and listening. This literacy-based Social Studies course leverages various genres to teach students important social studies topics that are developmentally appropriate and aligned to the state standards. Students will explore each topic by first developing questions about the topic and then through robust project-based investigations. In addition, students will develop key economic and geographic mapping and spatial thinking skills through hands on use of maps and globes. Students will also be able to practice using primary sources and bilingual non-fiction texts for evidence-based claims to support their discovery and will engage in project-based learning to synthesize their learning from each topic or driving inquiry question. Students will leave early elementary courses with a readiness and understanding of geography and government needed for upper elementary Social Studies courses, a core set of foundational Social Studies analytical and inquiry skills necessary to enter Middle School and AP Classrooms in College Prep and be able to communicate their learning to take informed action in the world.
- Science: Amplify Science is a phenomena-based science curriculum that blends hands-on investigations and literacy-rich activities to empower students to think, read, write, and argue like real scientists and engineers. Each unit starts with a phenomenon that students collect evidence from multiple sources to either build on what they know or challenge what they believe in a way that creates new learning. Then students take this refined knowledge to solve a different problem. During each unit, students engage in all vertically aligned Science and Engineering Practices to "figure out" evidence to explain why the phenomena is occurring.

Overall, IDEA's subject-area content and skills are deeply anchored in state standards for each course and grade. IDEA's Academic Services team (AST) works to dissect each standard,

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backwards design a scope and sequence, and develop supporting assessments and curricular materials.

IDEA's Academic Services team, overseen by the chief program officer, is responsible for continuously improving, updating, and adding to IDEA's curricula. This team uses a constant cycle of solicited and unsolicited teacher feedback, in-field observation, and data-driven analysis to determine where curricula is working, where it is lagging, and where it is absent. Based on this analysis, team-member time is allocated to revise or develop content and to train and support teachers in the execution of this content. This team also works closely with assistant principals of instruction (APIs) to make sure that they are comfortable supporting teachers around curriculum and execution, as APIs are the key on-the-ground instructional support at each school.

Progress is measured on common assessments against IDEA's end-of-year goals. In the case of Texas, this is an achievement rate of 30 percent / 60 percent / 90 percent on the "masters / meets / approaches" standard; this will be modified to meet Ohio's assessment standards. IDEA assesses student progress with unit exams, which occur every two to four weeks in every course that is not DI. IDEA also includes benchmarks and formative exams. Typically, one is given at the semester mark, and one is given in the spring.

IDEA is committed to developing citizenship and character in students. Students are expected to complete dozens of hours of volunteer work in the community before they graduate and are challenged to become thoughtful, reflective citizens through AP coursework in history and government.

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

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

## **A.4 Target Population**

IPS was founded on the belief that all students—regardless of race, ethnicity, zip code, or socioeconomic status—should have equal access to a high-quality K–12 education. The reality is that minority children from lower-income neighborhoods rarely have access to the highest-performing schools. IDEA intentionally and strategically locates its schools in low-income, primarily minority communities. No enrollment preference is given to students of any race or economic profile, and no students are excluded or limited.

Historically, IDEA's student population has been roughly 95 percent Black or Latino, and over 80 percent of IDEA's current students are considered economically disadvantaged based on their eligibility for free/reduced-price lunch. The poverty rate in Cincinnati Public Schools—81 percent of its students are economically disadvantaged, at time of writing—mirrors IDEA's rate district-wide. As such, IDEA's expansion to Cincinnati will allow IDEA to continue fulfilling its mission

of serving disadvantaged students. IDEA's campus demographics will mirror the neediest neighborhoods.

## A.5 School Calendar and Daily Schedule

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

First day of school:	August 22
School day start/end time:	7:45 a.m. – 3:45 p.m.
Hours in school day:	8 hours.
Number of instructional minutes (core instruction)	Varies by grade. Grades $K-5 = 400$ minutes.
per day:	Grades $6-8 = 320$ minutes. Grades $9-12 = 420$
	minutes.
Number of instructional school days per year:	177 days.
Number of supplemental instruction hours per day:	Varies by grade.
Time devoted to staff development during	Four days (additionally, each campus typically
school year (indicate days or hours):	holds at least four hours of staff development per month).
Time devoted to staff development prior to school opening (indicate days or hours):	Five plus days for all teachers, and seven additional days for new teachers

## **A.6 Special Student Populations**

IDEA accepts all students through an open-enrollment lottery process and welcomes every student, regardless of emotional/physical/learning disability or linguistic need. IDEA's philosophy is to provide the level of individualized support that each student needs in order to achieve success. IDEA will fully comply with its Child Find obligations under federal law. IDEA also provides transportation serves as required by a student's IEP, ensuring that transportation for a student with an IEP needing transportation is never a barrier to attend IDEA. Special education students or students with 504 plans will receive the required Free Appropriate Public Education (FAPE) as outlined in federal and state law.

Typically, IDEA identifies English learners (ELs) shortly after their entry into school based on the Home Language Survey that parents complete when enrolling their child. IDEA then develops language support plans to provide the type of instructional supports recommended for their particular level of English-language acquisition. IDEA has offered targeted language-acquisition support programs, such as Imagine Learning, Español to English, Direct Instruction for Spoken English, and Rosetta Stone for students during intervention blocks. IDEA's English learner (EL) population was 36 percent at time of original application submission—almost twice the EL population across the state of Texas and thirteen times more than the EL student percentage in the state of Ohio, at the time. To further assist EL students in the same rigorous, college-preparatory classroom environment as non-EL students, IDEA has undertaken a network-wide initiative to provide Sheltered Instruction Observation Protocol (SIOP) training for many of our teachers so

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that they have strategies to best support their students who need language support. The SIOP model offers an empirically validated approach to teaching that helps prepare all students—especially EL students—to become college and career ready. The SIOP model supports teachers in planning and delivering high-quality instruction for all students.

IDEA offers a comprehensive special education program, providing the full continuum of placements and services that meet the needs of and serve K-12 students through developmentally appropriate and inclusive instructional groups, accommodations, and services. All of this is done in accordance with FAPE and student's Individual Education Plans (IEPs). IEP decisions are made by an IEP team that includes all required IEP team members, including parents. IDEA serves students with a wide variety of special education needs and disabilities and provides instruction in the least restrictive environment (LRE). Support services and placements are offered along the full continuum, from being fully mainstreamed into general education classrooms to providing services in a smaller student-teacher ratio for low incidences disabilities based on the student's IEP. IDEA trains staff regularly on FAPE, Child Find, LRE and special education legal requirements and best practices, to ensure comprehension and adherence to all legal requirements.

IDEA special education teachers hold valid intervention specialist teaching licenses.

The vast majority of IDEA students with special needs learn in an integrated classroom setting. In instances where an IEP requires additional support, a special education teacher provides pull-out services to supplement classroom learning with small group. When a student's IEP calls for an alternative assessment, and/or an alternative curriculum pathway, special education teachers may provide instruction outside of an inclusion setting. This is done when required by an individual student's needs and IEP. Note that special education services are typically offered in the same building as all other education services unless a student's specific services or placement requires otherwise.

IDEA will contract or employ licensed therapists and specialists in the areas of speech-language, occupational, and physical therapy, etc. IDEA will also contract or employ psychologists, counselors, therapists, and any required providers to deliver specific services for a student, as required under their IEP, at no cost to families.

Students with significant special education needs may also participate in the RISE (Reaching Independence through Support and Education) program, which seeks to provides services that empower students to become active members of society based on their individual strengths and abilities. These occur in a separate, specifically designed classrooms with very low student-to-teacher ratios.

To support all students to meet their goals, the district-wide Special Programs Team provides resources, training, and support for all schools. The Special Programs Team provides guidance, resources, and supports for serving students who have Limited English Proficiency (LEP) and/or receive 504, homebound, dyslexia, or special education services in accordance with state, federal, and local policies and procedures. The Special Programs Team also works with campus staff and parents to ensure that all students receiving special services are fully included in their school's instructional and extracurricular programs in accordance with least restrictive environment. The special education teachers at each school collaborate with Academic and Social Counselors, who

provide individualized interventions and supports for students with learning, emotional and behavioral disorders. IEPs are reviewed regularly to ensure that students are receiving the supports they need, and to ensure that each student's individual plan still matches their current needs.

Academic and social counselors are also trained to identify students who may be struggling with homelessness or other challenges at home. Counselors offer high-touch support services to connect these students and their families with community resources that can help with emergency housing and other needs. IDEA addresses the food insecurity that many of IDEA's homeless and low-income students face through the district's robust Child Nutrition Program (CNP). In addition to offering a free nutritious breakfast and lunch daily, at some campuses CNP also enables at-risk students and their families to participate in IDEA's free supper program, as part of after-school programming. In the past, IDEA has partnered with various community nonprofits, such as Communities in Schools, in order to provide an additional suite of services to the students with the greatest need. Given that Cincinnati is the birthplace of community-learning centers, IDEA expects to work with local nonprofits in order to ensure that IDEA students receive the wraparound supports that Cincinnati parents have come to expect from their public schools.

IDEA recognizes that early and frequent communication with families is essential to recruiting, retaining, and serving students with special needs. Marketing and communications materials developed for recruiting purposes (e.g., billboards, advertisements, household mailings, social media, websites, and so on) can include information about IDEA's ability to serve students with special needs. Staff members involved in recruiting students at in-person events are also equipped to share this information with interested families. IDEA is proud to report that the fastest-growing segment of its student population consists of students with special needs, fueled largely by word of mouth.

Once a student is offered a seat at an IDEA school, parents and caregivers are invited to a "Welcome to IDEA" event at the beginning of the school year, where staff members share information and answer questions about IDEA's instructional model, college-preparatory environment, school transportation, uniform policy, and the services for special-needs students. To ensure all parents receive adequate communication, IDEA sends printed information home, puts it online on the district/school websites, makes prerecorded calls, and/or emails families. Typically, materials sent to parents in print (for families without Internet access), online, or via email are offered in both English and Spanish.

Special-education teachers often also meet with incoming students and their families to share additional information about how IDEA supports students with a variety of disabilities ranging from autism to cerebral palsy in its RISE classrooms, the number of which IDEA has expanded as more in-need students enroll. The parents of students receiving life-skills support have become vocal advocates for the IDEA special-education program and often communicate with new RISE parents at Welcome to IDEA events, Report Card Nights, and other school gatherings, creating a strong community within IDEA.

IDEA takes continuous improvement with special student populations just as seriously as it does with the rest of its program. IDEA focuses on frequent data collection via various types of assessments to determine whether sufficient progress is being made with special student

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populations. If students are in standard classrooms, this responsibility falls to instructors as it would in every other case, as well as a special-education teacher, if applicable; if this is in a RISE classroom, the RISE instructor(s) are responsible for ensuring and tracking progress. If students are not making adequate progress, their instructors will receive support from an API and/or principal, as well as special-education support staff, to plan improvements to instruction, receive feedback on implementation, and assess effectiveness.

## A.7 School Goals

The ultimate goal of the School will be the same as IDEA everywhere else: prepare students for, send them off to, and ensure they graduate from a college or university. In order to accomplish this, IDEA will assess all new students' baseline academic performance at the beginning of each academic year and will set growth goals for cohorts of students. IDEA's long-term goal is for each cohort that starts with IDEA to complete twelfth grade outperforming the district and the state in all indices and fully prepared to succeed in college without need for remediation.

IDEA will set specific performance targets for each grade and subject in the manner and timelines prescribed by the state and authorizer/sponsor. Ideally, IDEA schools receive performance data on incoming students in tested grade levels from the IDEA district at the beginning of each school year. IDEA's schools in greater Cincinnati will then propose academic targets for its first year of operation. For non-testing grades, those targets will include performance growth over the course of the year.

IDEA sets ambitious goals for the organization, which span across academic performance, staff retention, financial strength, and other areas. These goals will only become more rigorous in the coming years, as IDEA launches additional schools in Ohio.

Goals are set for every IDEA region and campus with the expectation that all students and school leaders can achieve them. Teachers and school leaders are recruited, hired, and trained to perform at exceptionally high levels, and therefore the organizational goals will stay at the highest level across all regions and states where IDEA operates schools. In pursuit of continuous improvement and increased achievement, these goals will increase as benchmarks are met in order to prepare students to achieve higher expectations and levels of success.

## **Goals and Outcomes**

The school's mission-specific goals are the "Alternative Accountability Framework" goals, which are included in Exhibit 4 of this contract.

Student growth and achievement will be measured through interim assessments at all grade levels, performance on the state assessments, performance on AP exams, and ACT scores.

IDEA takes seriously the responsibility of communicating results to families and the public. This starts with creating a productive, warm relationship with families from the get-go. To ensure families feel welcomed once their child is enrolled at an IDEA campus, staff offer communication

and support throughout the entire enrollment and registration process leading up to the first day of school and then consistently throughout the school year. The emphasis is on the academic model, culture, and the partnership between home and school. The expectation is that every family is onboarded, which means they attend registration and a Welcome to IDEA session. Therefore, multiple opportunities exist for families to engage in each of these venues. Welcome to IDEA is an orientation event. Although this event is highly recommended, parents and students are not required to attend. A family would not be denied or have an offer rescinded due to an inability to attend.

Once students are enrolled at an IDEA school, distribution of information is no less important. IDEA staff believe that it is crucial for students to have families that are well informed and engaged. IDEA accomplishes this goal through several avenues, ensuring that staff are able to distribute information in such a way that it reaches the greatest number of families possible. First, IDEA school staff release a newsletter that is available both in print and online. In addition, IDEA takes advantage of social media outlets, including Facebook. IDEA has individual school accounts, as well as regional accounts, which distribute information about news affecting IDEA's schools and upcoming events. When possible and necessary, information is also offered in one or more languages besides English.

IDEA seeks to engage as many parents and families as possible in their children's education. However, a significant number of students in existing IDEA schools do not have engaged caregivers. IDEA does not discriminate or create barriers for students to attend an IDEA school if their parent/guardian is unable or unwilling to participate in school activities.

IDEA shares performance data with parents, and with the public, in a number of ways. To ensure that parents have insight into their students' performance, IDEA provides information through various channels. IDEA utilizes PowerSchool, an online portal, to share a bevy of data with parents, including student attendance, grades, testing, and teacher comments. Parents can sign up for regular notices through this platform and can easily connect with teachers. Additionally, schools sometimes use phone-based programs to share updates on student behavior and performance. Teachers are also encouraged, and in some cases required, to reach out to a set of parents every day, often to share positive outcomes and praise for a child's performance. IDEA also hosts regular in-person Report Card Nights, which parents are highly encouraged to attend. These events enable teachers to meet face-to-face with parents in order to discuss their students' success and areas for growth. In order to drive strong family buy-in for these offerings, principals and school leaders aim to meet with new parents in their homes before the school year starts, which provides an opportunity to learn more about each family and parental goals for children.

In order to inform the public, IDEA complies with all state requirements around sharing performance data. In addition, performance data are readily available at board meetings, which can be attended in person or viewed online after the fact.

## A.8 School Climate and Discipline

IDEA knows from experience that students can only learn if they feel safe, supported, and cared for as human beings. In order to operate schools that address this need, IDEA has a deeply

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embedded set of values and practices that guide culture. Although these practices have been vetted over the course of years, IDEA continually works to refine and make improvements based on the unique needs of each community and each group of students. IDEA's safe, supportive culture is built on several pillars, including the following:

- 1. Expectations and Exemplars
- 2. Family Engagement
- 3. Trauma-Informed Practices
- 4. Celebrating Success

## **Expectations and Exemplars**

IDEA clearly models expectations around behavior and culture, starting with school leaders and teachers. Students are exposed to this culture during their onboarding. These expectations are reinforced throughout the school day and year. Expectations are taught to help students learn appropriate social-interaction skills and values. IDEA also utilizes a predictable set of school processes and procedures, all of which are centered around student safety and well-being. These procedures are modeled and practiced consistently.

# **Family Engagement**

In terms of family engagement, campuses typically have a dedicated team leader who focuses on family engagement and social-emotional support for students. This team member often oversees daily campus-wide practices that inform how school leaders set the day's agenda and how teachers and staff are empowered to support students. These practices also guide regular check-ins with parents, which are conducted in person, over the phone, via text message, and through other mobile-based platforms.

## **Trauma-Informed Practices**

Every IDEA Greater Cincinnati school has the goal to be equipped with both a School Counselor and Social Worker, who will focus on training school staff in trauma-informed practices. These practices are steeped in Positive Behavioral Interventions and Supports (PBIS), an evidence-based, three-tiered framework that aligns academic, behavioral, social, and emotional supports to improve education for all students. PBIS practices are organized along a tiered continuum, beginning with strong universal support and followed by intensified interventions matched to student needs.

All teachers and campus-level staff receive training to bolster school culture, positive supports, and classroom management on an annual basis, at the beginning of the year prior to the first day of school. This training ensures that both new-to-IDEA staff and returning staff can develop and continue to refine their mastery of PBIS concepts.

## **Celebrating Success**

IDEA schools celebrate student achievement and positive student behaviors by recognizing how students exemplify core values. Recognition manifests in a variety of ways on each campus,

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ranging from shout-outs during morning assembly or over the public announcement system throughout the day to earned incentives and prizes. The overall goal is to align students, teachers, and staff to maximize instructional time and academic achievement.

IDEA's core values guide the organization to build culture and promote accountability among faculty and staff, students, and families. Closing the achievement gap and ensuring college success are the best ways to help IDEA's students succeed in life, contribute to their communities, and overcome obstacles they face. IDEA's core values are the following:

- We Act with Integrity
- We Build Team & Family
- We Deliver Results
- We Achieve Academic Excellence
- We Bring Joy
- We Ensure Equity
- We Sweat the Small Stuff

In addition to implementing the regular curriculum, school staff also teach and model the principles and practices of good citizenship. To foster an orderly and distraction-free environment, IDEA has established a Student Code of Conduct in accordance with state law and the IDEA open-enrollment charter. The Code has been adopted by IDEA's Board of Directors and provides information to families and students regarding expectations for behavior, consequences of misconduct, and procedures for administering discipline. Student codes are adapted by state. Parents are notified of any violation that may result in a student being suspended or expelled from IDEA. Students and staff must be familiar with the standards set forth in the Code, as well as campus and classroom rules. The Code does not define all types and aspects of student behavior, as IDEA may develop campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code. When students participate in student activities, they will also be expected to follow the guidelines and constitutions that further specify the organization's expectations, student behavior, and consequences. Typically, the following behavior is expected of each student:

- Adhere to the requirements of the Code
- Attend all classes regularly and on time
- Behave in a responsible manner
- Cooperate with and assist IDEA staff in maintaining safety and order
- Demonstrate courtesy
- Meet IDEA's standards of dress
- Abide by all campus and classroom rules
- Prepare for each class; take appropriate materials and assignments to class
- Respect the property of others, including IDEA property and facilities
- Respect the rights and privileges of students, teachers, and other IDEA staff and volunteers

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Disciplinary techniques are designed to improve conduct and encourage students to adhere to their responsibilities as members of the school community. Disciplinary action will draw on the

professional judgment of teachers and administrators and may involve a range of discipline-management techniques, including PBIS and Response-to-Intervention, among others. Disciplinary measures correlate to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. Because of these factors, discipline for a particular offense, unless otherwise specified by law, may bring into consideration varying techniques and responses. The following discipline-management techniques may be used—alone or in combination—for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Assignment of school duties such as cleaning or picking up litter
- Behavioral contracts
- Cooling-off time or "time-out"
- Counseling by teachers, counselors, or administrative personnel
- Rewards for positive behavior
- Demerits
- Detention
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy
- In-school suspension, as specified in the suspension section of the Code
- Out-of-school suspension, as specified in the suspension section of the Code
- Parent-teacher conferences
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by IDEA
- Seating changes within the classroom
- Sending the student to the office or other assigned area
- Techniques or penalties identified in individual student organizations' extracurricular standards of behavior
- Temporary confiscation of items that disrupt the educational process
- Verbal correction
- Withdrawal of privileges, such as participation in extracurricular activities, field trips, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations
- Other strategies and consequences as determined by school officials
- In very rare instances, expulsion from IDEA, as specified in the expulsion section of the Code

All disciplinary actions regarding students with disabilities (either Section 504 or special education under the Individuals with Disabilities Education Act) shall be conducted in accordance with applicable federal and state laws. A student with a disability shall not be removed from his or her current placement for disciplinary reasons and/or pending appeal for more than ten days without Admission, Review, and Dismissal (ARD) Committee action to determine appropriate services in the interim and otherwise in accordance with applicable federal and state law.

## A.9 Assessments and Intervention

#### **Data and Assessments**

IDEA uses assessments as a tool to determine whether students are achieving enough progress to be on track to enter and make it through college. In pursuit of this goal, IDEA maintains an AST to support schools, regions, and states with the work of building curriculum, interim assessments, tools, and programs that fit local needs and state accountability systems. AST staff will focus on translating and improving IDEA's curriculum for Ohio.

IDEA also maintains a robust in-house data and analytics team that collects data across all schools and grades on an ongoing basis to determine if each student, classroom, grade, school, and region is on track to meet IDEA's organizational goals. This team compares performance across schools, which enables network leaders to highlight best practices and offer support where needed. School leaders and executive directors typically also have access to dashboards with timely data about student performance on local assessments, student and staff attendance, student and staff persistence, reading levels, and other academic and operational indicators. Campus leadership typically reviews these data at least weekly and, along with support from the regional executive director, makes decisions about how to allocate resources to provide better support and coaching for staff on how to structure interventions to increase student achievement. IDEA often utilizes longitudinal data at a school, grade, course, and student level to adjust and improve. Nationally normed data sources may include Direct Instruction, Renaissance Star, and the ACT, as well as state-mandated tests. Exams IDEA plans to use include:

# ELA Diagnostic Exams

- Grades K–2: Direct Instruction Reading Mastery and Language Placement Testing
- Grades K–5: Dibels (on Ohio's approved assessment list)
- Grades 2–8: Renaissance Learning Star Reading (on Ohio's approved assessment list)

## Math Diagnostic Exams

• Grades 2–8: Renaissance Learning Star Math (on Ohio's approved assessment list)

# All Subjects

- Grades 9–10: PSAT (on Ohio's approved assessment list)
- ACT (on Ohio's approved assessment list)

IDEA utilizes formative assessments at unit intervals (every two to four weeks) and at the semester's end, both in the fall and spring semesters. IDEA uses these assessments to ensure that smaller units of learning (either daily or weekly) have translated to mastery of larger concepts, across various topics. Where this is not the case, IDEA teachers reteach to specific students based on gaps.

IDEA's cycle of instruction, observation, assessment, and improvement/reteaching means that frequent assessments are used to drive individualized instruction. Exit tickets are typically used in classes in grades 3–12. The daily information gathered from these, alongside the bigger picture

presented by unit and semester assessments, drives individualized assistance. Usually, this comes in the form of reteaching and small-group support. In earlier grades, the DI program and weekly assessments allow teachers to quickly determine a student's level of a proficiency and move individual students into the appropriate group and grade in order to push their learning forward at the pace best suited to them. IDEA uses online learning programs, as well, which allow for self-paced, individualized learning.

IDEA may utilize online platforms to provide parents with daily updates about student progress. IDEA also issues quarterly report cards, which parents typically pick up during IDEA's Report Card Night. During this event, parents are invited to speak with teachers and school leaders about IDEA's academic program and their student's progress to date. If parents are unable to attend Report Card night, schools will make accommodations and schedule around the availability of individual parents. The expectation is that the parent or guardian of each student will visit the school in order to pick up their report card and meet with school personnel.

IDEA uses cohort and school-specific data to determine trends over time and make decisions around curriculum, staffing, leadership, culture, and other needs. For example, cohort data showing that a group of students is struggling over time with reading would cause the principal, supported by the executive director and AST, to implement additional supports around reading. These resources may include new staff, more targeted staff training, schedule modifications to allow for more reading time, curriculum changes to provide a more effective program, and/or additional attention from IDEA experts to support the campus.

To support individual students who are performing below grade level or who failed the previous year's state assessments, IDEA schools offer the following supports:

# 1. Critical Student Intervention (CSI)

IDEA also operates a program called Critical Student Intervention (CSI) during these grades 3<sup>rd</sup>-8<sup>th</sup>. CSI provides additional reading and math instructional time using an evidence-based intervention. Students are supported to achieve gains by receiving a scheduled intervention class of math, reading, or both every day. In the 2020-2021 school year alone, nearly 2,000 students closed their two-year gap in reading thanks to the CSI program.

Each campus has an appointed CSI point person who leads this work at the campus level. Progress is measured by interim assessments taken throughout the year, as well as norm-referenced benchmarks taken four times throughout the year.

# 2. Research-Based Pedagogical Strategies

IDEA utilizes instructional strategies that are research based and proven to be most effective with students from low-income backgrounds. IDEA plans to continue utilizing tools such as Doug Lemov's "Teach Like a Champion" to train IDEA's teachers, enabling them to most effectively teach and support students at any academic level.

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## **Promotion and Retention**

An IDEA student may be promoted based on academic achievement and/or demonstrated

proficiency in the subject matter of the course or grade level. To earn credit in a course, a student must demonstrate mastery on grade-level standards and meet IDEA's requirements for attendance. Students in grades 9–12 can advance based on the number of course credits earned. IDEA will uphold any and all State of Ohio rules and regulations pertaining to promotion and retention.

# Exhibit 2. Financial Plan<sup>2</sup>

# **B.1 Budget Summary**

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

## **B.2** Financial Management

Policies and procedures regarding internal financial controls adopted by the Governing Authority of the school, which may be updated from time to time, are incorporated by reference herein. Specifically, the following policies are included in the School's internal financial controls:

- Purchasing Policy
- Accountable Plan Policy
- Authority Over Fiscal Matters Policy
- Accounts Payable Policy
- Capital Assets Policy
- Authorization for the Obligation and Expenditure of Funds Policy
- Investments Policy
- Corporate Card Policy
- Donor Cultivation and Stewardship Policy
- Fundraising Policy
- Independent Contractor Policy
- Grant Accounting Policy
- School Based Activity Accounts Policy
- Internal Audits Policy
- Net Assets Policy.

The School maintains a multifaceted approach to ensuring strong internal controls over financial management with the support of its operator. The School's operator maintains a robust internal oversight structure, with full-time financial staff dedicated to ensuring the operator's financial accuracy and compliance. The School's Board, in conjunction with the School's designated fiscal officer who is independent of the operator, also holds IPS accountable for accuracy and compliance.

IPS staff ensure that a strong, compliant, and transparent system is in place. This includes a structured process to ensure that policies and procedures aligned with strong internal controls are

<sup>&</sup>lt;sup>2</sup> IDEA Greater Cincinnati contracts with a community school operator, IPS Enterprises (an IDEA Public Schools affiliate), to provide its educational and operational programming. Current information in the exhibits to this community school contract reflect the School's and its operator's current practices to the best of our abilities and knowledge. While the School strives to describe its program with perfect accuracy, the School acknowledges that changes to staffing, operations, and other components may have occurred, or may be necessary from time to time as the program continues to evolve. The School will advise the Sponsor of any material changes to the School's operations or educational program as required by the terms of the community school contract.

met from the onset, before any public revenues are received or expended. The lead employee of the operator ensuring controls and compliance for IDEA Greater Cincinnati will be the IPS Controller.

Pursuant to the management agreement by and between the School and its operator, the Controller is responsible for monthly financial reporting on the tenth business day of each month. The Controller is also responsible for accounts payable and purchasing, which are managed through campus-based business clerks. The Controller is answerable to both the CFO and IDEA Greater Cincinnati's executive director, who is answerable to the IDEA Greater Cincinnati board of directors.

To ensure the IPS Controller is supported and held accountable, financial reporting related to Ohio will be reviewed monthly by IPS's CFO. IPS's CFO has a dedicated, standing monthly meeting to review all financial reporting and budgets related to Ohio. These reports and budgets will be shared monthly with the IDEA Greater Cincinnati board, with help from the Treasurer.

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

In order to ensure that every child has access, the School will assume transportation for eligible students using school-specific buses ("yellow buses"). Older students in grades 9–12 will be encouraged, but not required, to utilize metro buses (public transportation) or other appropriate means of transportation to School. The School will utilize contracted transportation to serve students with special needs to the extent that the options mentioned above will not suffice.

The mission of IDEA's Child Nutrition Program – CNP – is to ensure that students receive the best nutrition to fuel their minds and bodies, making them ready to learn. CNP's vision is to have a best-in-class program that encourages student participation by producing the best-tasting and most nutritious menu. CNP carries out this vision while also maintaining compliance, developing team members, improving operational efficiency, and exceeding stakeholder expectations.

IDEA organizes health and wellness efforts through an operator initiative called Healthy Kids Here (HKH). HKH is focused on the three F's: food, fitness, and forever. This means that the organization invests in supplying cafeterias with fresh fruits and vegetables grown at IDEA's school-based farms (as applicable), revitalizing PE programs, and engaging families in community-health initiatives to create lifelong interest in healthy lifestyles.

## **Food**

HKH's emphasis on healthy food includes not only providing healthy options in cafeterias and adopting a smart-snack procedure but also providing health education and outdoor learning opportunities. The School will attempt to partner with the Ohio Department of Agriculture and local healthy food initiatives to continue this work in Cincinnati. Some of HKH's food programs include the following:

• HKH offers a meal program for students receiving free and reduced meals funded by the United States Department of Agriculture (USDA). The CNP aims to lower fat content and

increase whole grains, fresh fruits, and fresh vegetables in breakfast and lunch options while raising nutritional content. The School's cafeterias aim to replace foods such as white rice and ranch dressing with more nutritious alternatives, such as quinoa and hummus, in an effort to increase the Healthy Eating Index (HEI) set forth by the USDA. The HEI is a measure of diet quality used to assess how well a set of foods aligns with key recommendations of the Dietary Guidelines for Americans.

- In some instances, HKH may offer to grades 5-8 the Junior Master Gardener curriculum, where students grow food for the school cafeteria.
- In some instances, HKH has a Farm-to-Table Demonstration space for students to see sustainability in action, in alignment with the United Nation's sustainable development goals.

# Fitness and Healthy Lifestyles

HKH includes a robust fitness emphasis as part of health and wellness protocols used at the School.

- IDEA PE teachers have received training in award-winning, research-based PE and nutrition programs such as SPARK and work to increase the moderate to vigorous physical activity of students during PE classes. SPARK is dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. SPARK strives to improve the health of children and adolescents by disseminating evidence-based physical activity and nutrition programs that provide curriculum, staff development, follow-up support, and equipment to teachers of Pre-K through 12th grade students. They also use Interactive Health Technologies (IHT) to track data on students and their heart rate to ensure that students are active in PE classes.
- IDEA campuses often have daily recess in elementary grade levels that is organized by the school leaders and provide additional time and space for active self-directed activities by students.

## **Forever**

• Several IDEA regions have hosted a 5K and "Fun Run" for students and families

## **B.4 Insurance**

The School will maintain insurance in accordance with this Contract.

# Exhibit 3. Governance Plan<sup>3</sup>

# **C.1 Governing Body**

The Governing Authority ("IDEA Greater Cincinnati, Inc.") is a nonprofit organization pursuant to R.C. Chapter 1702 that is responsible for a public community school pursuant to R.C. Chapter 3314. As such, the role of the Governing Authority of the School shall be that of a nonprofit board in accordance with all open meetings, open records and ethics requirements, as applicable to Ohio community school Governing Authorities. Like all public community schools, the governing board has fiduciary responsibility to the organization and provides broad oversight and governance to ensure that IDEA Greater Cincinnati is achieving its organizational goals and priorities and maintaining legal compliance. Like a traditional nonprofit, the governing board plays an important role in community engagement and fundraising.

The Governing Authority will enter into a contractual agreement with IPS Enterprises, Inc., IDEA's non-Texas charter management entity, to provide the program and services for all IDEA schools in Greater Cincinnati.

The Governing Authority intends to develop a board that complies with state law around governance and fiduciary responsibilities, including public ethics laws as applicable to the School and its public officers. The Governing Authority is composed of community members, civic leaders, and educators who are aligned with IDEA Greater Cincinnati's mission of serving low-income students and dramatically increasing college-graduation rates. The Governing Authority is the fiduciary board responsible for overseeing the governance and operational affairs of the School. The Governing Authority will enter into agreements with IPS Enterprises, Inc.as its community school operator and such agreement will set forth the responsibilities and duties of the operator. The regional executive director will be responsible for IPS' implementation of the educational program, will report to the Governing Authority, and work with the Operator to ensure student outcomes and success are priority number one. Expectations and responsibilities of each entity will be clear through these agreements, as well as through training and faithful implementation of the IDEA Greater Cincinnati program.

All Governing Authority members will be asked to participate in board training, including training on public ethics, open meetings, and public records as required by law and this Contract, and shall comply with all Ohio nonprofit board requirements upon acceptance to the board. In addition to training around a board member's legal responsibilities and duties, the Operator shall provide all board members a full orientation on organizational beliefs, history, mechanisms, and policies, typically delivered by the executive director and regional director of development. The Governing Authority will also encourage board members to participate in the annual board summit convened

<sup>&</sup>lt;sup>3</sup> IDEA Greater Cincinnati contracts with a community school operator, IPS Enterprises (an IDEA Public Schools affiliate), to provide its educational and operational programming. Current information in the exhibits to this community school contract reflect the School's and its operator's current practices to the best of our abilities and knowledge. While the School strives to describe its program with perfect accuracy, the School acknowledges that changes to staffing, operations, and other components may have occurred, or may be necessary from time to time as the program continues to evolve. The School will advise the Sponsor of any material changes to the School's operations or educational program as required by the terms of the community school contract.

by the boards of IDEA Public Schools and IPS Enterprises, Inc, a multiday event that includes board trainings, informational sessions, and a chance to learn from other governing boards.

# **C.2 Governing Board Composition**

The Governing Authority is composed of individuals who possess a variety of skills, experiences, and backgrounds. Per this Contract, the Governing Authority will be comprised of at least five (5) board members by June 30, 2022.

The Governing Authority independently contracts with a licensed school treasurer to serve as its designated fiscal officer. As per Ohio law, the designated fiscal officer is a licensed professional engaged by contract with the Governing Authority. The designated fiscal officer will work closely with the board to provide all required fiscal services, including production and oversight of monthly financial statements, compliance with relevant Ohio and federal laws and fiscal reporting requirements, and updates regarding relevant changes to state and federal funding and financial requirements.

From time to time the Governing Authority may establish committees, which may include but not be limited to governance, finance, and academics. The President may create additional committees as necessary.

## **Board Member Criteria**

Each board member should strongly align with the mission, vision, and educational philosophy of IDEA Greater Cincinnati. As such, all board members should:

- Believe that all children can and will succeed in school, college, and beyond, regardless of race, socioeconomic status, or zip code
- Dedicate their efforts to advance the vision and mission of IDEA Greater Cincinnati
- Contribute their experience and knowledge to the governance of IDEA Greater Cincinnati
- If necessary, serve on one or more board committees and contribute the appropriate time and energy necessary to accomplish all stated organizational goals

Membership on the Governing Authority will be established consistent with the School's Code of Regulations and applicable laws. The aim is for the board to reflect the community served, with careful attention given to the ethnic, geographic, and gender makeup of the board, among other factors.

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

The School's ultimate goal is to ensure that students learn and are ready to thrive in college. The School will contract with IPS to accomplish this goal, to ensure that every student is taught and supported by a capable instructor. IPS will employ all staff including the school leaders who will maintain a laser-like focus on instructional quality, resulting in student learning. Each IPS teacher will have clear, measurable instructional goals. Teachers are supported in their pursuit of these goals through an observation-debrief cycle with their instructional coach. The instructional coach

is usually the school principal or API, who observes their teaching practice at least once every two weeks. The coach identifies areas of improvement using student data and IDEA's Guideposts for Excellent Teaching (G.E.T.) rubric. They determine which area of teaching practice to focus on and then debrief this area with the teacher. The coach returns to see the improved teaching practice in action, and the cycle repeats again with the review of recent student-achievement data.

Teachers are not the only IPS team members who are observed in this process. Principals observe APIs during their debriefs and provide feedback to APIs. Principals are then observed by vice presidents of schools and are given feedback on whether they are focusing on the right target areas and communicating clearly. This culture of improvement of practice and open data sharing is a key part of IPS's academic success.

As such, day-to-day instructional leadership is ultimately the responsibility of the school's principal. Their most important goals, which they report out on daily and weekly, relate to student learning. They are managed by a vice president of schools or the region's executive director. Most conversations and coaching revolve around this instructional leadership.

In order to propel schools forward and support this instructional success, IPS will provide a cohesive set of curricular tools and resources. These are the responsibility of the chief program officer. IPS's curriculum has evolved from being teacher developed to being developed primarily by IDEA curriculum managers. Curriculum managers apply content expertise and subject-specific experience to create high-quality curriculum documents that form the foundation of IPS instruction. The goal of curriculum managers is to define rigorous student outcomes and provide a clear roadmap to help teachers get their students to mastery. This team partners closely with school-level leadership, including APIs and principals, to ensure they have a command of lessons and materials and can provide in-field coaching and corrections for teachers. These school-level leaders, as well as teachers, are encouraged to provide real-time feedback to curriculum managers and the Academic Program team.

As part of this curricular support, IPS maintains an accountability and data-focused team under the purview of the chief program officer, provides system-wide tools to measure academic achievement and overall school effectiveness. This team collects data across all schools and grades on an ongoing basis to determine if each student, classroom and grade is on track to meet goals. Using these frequently collected data points, IPS works to identify technical assistance to provide to school leaders and more training for teachers. The executive director and/or vice president of schools works with their manager to ensure course corrections are implemented when needed.

Within limits, personnel decisions are typically the purview of the school's principal. Principals are supported by IDEA's centralized Human Resources team, which works to collect and vet candidates that are sent to schools, and to support around staffing issues. The principal is expected to have the School 100 percent staffed well before the start of the school year and constantly work to ensure they are developing novice teachers and retaining their highest performers.

IPS maintains a multifaceted approach to ensuring strong internal controls over financial management. This starts with a strong internal oversight structure, full-time financial staff

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dedicated to ensuring IDEA's financial accuracy and compliance, and the CFO's direct involvement in compliance.

IDEA Business Office staff ensure that a strong, compliant, and transparent system is in place. This includes a structured process to ensure that policies and procedures aligned with strong internal controls are met from the onset, before any public revenues are received or expended. The lead employee ensuring controls and compliance is the IPS Controller. The IPS Controller possesses ample professional experience and demonstrates mastery of control- and compliance-related functions. The framework for compliance, which stems from IDEA's existing practices, will be implemented by the IPS Controller. See section B.2 for more information on IDEA Greater Cincinnati's financial controls. IPS will also be accountable to the School for its use of public funds.

The Governing Authority will report to the Sponsor and the public based on state guidelines. The IPS Controller, in partnership with the designated fiscal officer, is responsible for understanding reporting requirements in Ohio and will be held accountable by the IPS CFO and the School's board for abiding by these.

IPS's chief compliance & administrative officer is responsible for ensuring compliance around financial and legal obligations, in partnership with other teams. As such, every school and every headquarters team have procedures in place to report and share issues related to compliance. Each region aims to hire a regional director of human resources, though this depends on the region's scale and maturity. This individual is responsible for ensuring systems are in place and individuals are complying in each region. If possible, IDEA would like to hire a regional director of human resources specifically for Greater Cincinnati in order to ensure schools and staff are in compliance.

Many nonacademic components of the school are managed by the Operations and Information Systems teams of IPS. This team provides services for cafeteria, transportation, textbooks, materials and equipment purchasing, information technology infrastructure, and information management systems. This minimizes administrative bureaucracy for principals and teachers.

Pursuant to its agreement with the Operator, the School will be led by a seasoned executive director who reports to an Area Superintendent. IDEA Greater Cincinnati executive director's primary responsibility is ensuring that every school is academically strong and that every student receives a high-caliber education. IDEA Greater Cincinnati's executive director is also the individual responsible for learning how local dynamics and history influence opinions and desires around educational offerings and for ensuring that IDEA acts in accordance with these desires. The executive director is supported by a strong IDEA headquarters presence, as well as their regional team.

The regional director of operations (RDO) is IPS's local operations leader, hired by the region's executive director. This individual oversees the operations of all campuses, as well as regional-level efforts such as recruitment, enrollment, and operations hiring. The RDO also serves as the liaison between each region and IDEA headquarters' Operations team. They support each campuses' assistant principals of operation (APO)—the individual tasked with day-to-day campus operations—through coaching, development, and in-depth monitoring of performance metrics.

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RDOs partner with principals and focus primarily on building management capacity in order to ensure that all regional operational goals are achieved.

For further insight into IPS's staffing model, each K-12 site typically has two principals: one for the elementary (Academy) school and one for the secondary (College Prep) school. All principals are managed by vice presidents of schools or the executive director. A principal's time is best used as a talent cultivator: hiring the best teachers, overseeing their development and training on how to implement the IDEA curriculum and intervention model, and observing classroom instruction and providing consistent, direct feedback to improve teaching. Using IDEA's Interim Assessment (benchmark) data, principals are able to pinpoint the specific objective a class is failing to master and provide coaching for the teacher on reteaching the objectives and identifying the students that would benefit from individual intervention and/or remediation. In addition to the principal, APO, and facilities manager, each K-5 Academy school typically has an interventionist who supports individualized learning, an academic counselor, and an API who supports the principal in building teaching practice among the faculty. Full-scale sixth- through twelfth-grade College Preparatory campuses have a College Counseling team typically made up of a director and three counselors, at least two of whom also teach Road to and through College high school courses. Road to and through College is a set of trainings and methodologies that develop students' critical thinking, literacy, and math skills across all content areas throughout the entire campus. A full-scale College Prep typically also employs two APIs. Both primary and secondary campuses have standard staffing structures that enable them to implement the IDEA program with fidelity. Principals have input over their staffing and budget decisions within the scope of the terms of the agreement with the Operator and may have latitude to alter their staffing plan to meet their needs, with approval from the executive director.

Both campus principals collaborate to hire an APO to oversee noninstructional employees and noninstructional operations and processes across both schools. The APO ensures that all logistical needs are met without distracting the principal from her essential duties as the instructional leader and culture builder. The RDO works directly with APOs from all schools in their region to resolve challenges and ensure seamless integration of IDEA district services, best practices, and campus needs.

## C.3.1 Records

The Governing Authority has adopted a comprehensive records-retention policy outlining 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. The executive director or his 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 after the relevant retention period expires.

## C.4 Staffing and Human Resources

The Human Assets office leads IPS's efforts to attract, develop, and retain highly talented and committed educators, including those connected to leadership and management. Prioritizing and elevating strategic human-capital efforts, this team reflects an understanding that human capital is IPS's most important and most precious asset. Developing end-to-end human-capital practices is a shared responsibility among all district leaders. Principals, assistant principals, and other managers in the field are best positioned to impact the actual performance and experiences of staff members. Therefore, every manager in the organization receives training to continually improve their hiring, coaching, and retention practices and is supported in doing so by the Human Assets team. The Human Assets team manages recruitment, selection, onboarding, staff development, evaluation, and staff retention.

IDEA will make every effort to ensure that the School has a principal who has completed the Principal-in-Residence (PIR) program through IDEA.

IPS recruits staff nationally, though the bulk of recruitment efforts will be squarely focused on local talent. A wide net is cast both online and in person via IDEA's Human Assets team. Talent recruitment typically involves a handful of targeted efforts:

- University recruiting (local institutions with a track record of teacher preparation; examples may include University of Cincinnati, Xavier, and Miami University)
- Local teachers (district, charter, parochial)
- Hiring fairs and events
- Word of mouth
- Internal IDEA recruiting

These new IPS employees are onboarded both to the organization and their campus. Upon accepting a job with IPS, employees undertake an online onboarding program that includes basic information, contact details, dates, and required new-employee forms. Staff attend new-employee onboarding, typically held at each campus. The specifics of each onboarding regimen vary based on the position that an employee has accepted. Each role has a specific onboarding tailored to it and is managed by the appropriate team. For example, the Operations team's Child Nutrition Program (CNP) staff typically lead the onboarding of new food-service staff members. New instructors typically attend one of IDEA's New Teacher Institutes.

Teachers participate in the Teacher Career Pathway (TCP) as a unified pathway to receive evaluation and feedback, improve, and receive rewards. TCP is a differentiated reward, recognition, and retention program that synthesizes multiple components of a teacher's performance in order to place him or her on a five-tier pathway. Each level on this pathway has its own set of supports, rewards, and recognitions, with Master Teacher being the ultimate goal. The program was developed as a result of extensive research, two years of piloting, and feedback from IDEA's Teacher Advisory Council. The TCP continues to evolve, thanks to the candid and thoughtful feedback of teachers.

IPS has used exit interviews, manager interviews, and data to formulate a plan toward increased retention.

# Staff Feedback Cycle

The School's operator has a demonstrated dedication to investing in quality teaching in order to drive student academic performance. As a result, instructional leaders, such as principals and APIs, spend most of their time observing classroom instruction and providing real-time feedback and coaching to teachers. Teachers and staff members also participate in weekly coaching and development sessions with their managers.

Additionally, IPS understands the value of providing opportunities for staff members to engage in formal development conversations to drive their performance. These formal conversations between staff members and their supervisors take place over three rounds through IDEA's annual professional-development cycle. As IPS values using shared frameworks to coach and develop staff, standardized competencies, tools, and frameworks are employed in each round. Training is available to all staff before each round, in order to support manager and staff members' preparation for each conversation.

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# **C.5 Professional Development**

Teachers and staff receive ongoing professional development throughout their employment at IDEA. Onboarding to a new position typically includes one-on-one training from an individual's manager, in-person training from campus and national leaders, and/or asynchronous, on-demand training modules. Employee managers continue to provide individualized coaching and development to returning employees and identify additional professional-development opportunities within and/or outside the organization that are beneficial for each employee. These are specific to each role.

All teachers, including special-education teachers, receive ongoing professional development throughout the school year as part of their professional learning community. Professional development at this level is aligned with the curriculum a teacher is utilizing and is often organized by grade and content. To this end, general- and special-education teachers meet quarterly for Course Collaboration training. These are collaborative trainings where instructors teaching the same content meet to study curriculum, practice specific lessons, share best practices, and analyze student data in order to gain a deeper understanding of the content, lesson, instructional methods, and assessments. These offerings are refreshed annually, and sometimes more frequently, based on feedback from teachers, observations of lesson implementation, and student data. These trainings are organized and managed by the AST, which is held accountable based on feedback from teachers and student achievement data. Additionally, each campus has a content leader, such as a math or ELA content leader, who leads an in-person training specific to a campus team's needs, on a biweekly basis. In addition to in-person collaboration, IDEA also offers a biweekly training webinar specific to a content area and grade level, which is led by a course leader.

In addition to the AST, school principals are held accountable for professional development delivered on their campus. Principals receive practice on how to deliver professional development relevant to their staff. Principals then cascade this training by offering it on their campus at professional-development sessions for teachers. Professional development typically relates to student culture and behavior, curriculum, or teaching practices. For example, principals might hold a training on how to teach components of rigorous curriculum, such as techniques for monitoring student progress, lesson planning, and developing strong analytical questions. Principals are sometimes observed by their manager (either vice president of schools or executive director) while they offer this professional development and may receive feedback on how to strengthen on-campus trainings.

Staff can also expect consistent coaching from their supervisors. Every instructional staff member will be assigned an instructional leader, who may or may not be their principal. An instructional leader will typically engage with a staff member biweekly for the purposes of helping them to improve in their role. This engagement looks different for each teacher, depending on their developmental needs, and could include classroom observations, data discussions, instructional rounds, and on. For noninstructional staff, direct managers will provide informal feedback on performance on an ongoing basis, though observations and data discussions differ depending on position.

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

The School, in conjunction with IPS, began work on student recruitment prior to the first year of operations. The School and IPS aim to recruit students from various neighborhoods and areas throughout the Greater Cincinnati area, and aims to have an enrollment reflective of the racial and ethnic balance of the areas in which the School's campuses are located.

# **Application Process**

The school is an open-enrollment public community school. Prospective families apply to the School through a free online application or at community events via a paper application. Applications are available in multiple languages.

If the School receives more applications than available seats, a random lottery will be held. The lottery is a blind-random selection process in which students are sorted by grade level, randomly selected, and offered a seat at the School. The School conducts the lottery system in compliance with applicable laws, affording all families a fair opportunity to attend.

The School, through its Operator, runs the lottery to fill all open seats, and students are placed on a waitlist until all students offered a seat accept or decline. Waitlisted students are then offered available seats. Priority will be given as outlined in the School's policies and in accordance with Ohio law.

Families typically receive notification of their offer online and via phone call from an IDEA staff member. Announcements regarding lottery results are usually posted throughout IDEA's website and social media accounts, utilizing every outlet to inform families to log into the application site and check their status. Families receive a welcome packet and instructions on how to confirm their child's enrollment at the School. Staff are available online, via phone, and on campus to answer questions and help guide families through the process, ensuring families understand the enrollment and registration processes

## **C.7 Community Partnerships**

The School seeks to partner with local leaders, educators, and families. Community support ultimately translates to enrolling students in the School.

## **C.8 Parent Engagement**

The School works to involve families in their child's school and education from the outset. For families new to the School, they can expect communication and invitations to participate in numerous events. These include recruitment events, open houses, Welcome to IDEA events, registration, summer engagement events, New Family and Student Orientation, and Back to School / Meet the Teacher events. These events are geared toward helping families transition into IDEA. Events emphasize IDEA's academic model, culture, and the partnership between home and school. IDEA works to ensure that every family is onboarded, meaning they attend registration and a

Welcome to IDEA session. While this event is highly recommended, it is not required of parents or students – children are not denied their seat, nor are offers rescinded, due to lack of attendance.

Once students are enrolled at the School, distribution of information is paramount. IPS staff believe that it is crucial for students to have families who are well informed and engaged. IPS accomplishes this through several avenues, ensuring that staff can share information in a way that reaches the families

Additional events are held on campus throughout the year to encourage parents and families to interact with campus leadership, including report-card pick-up night, parent walk-throughs, and volunteer programs. The School may also offer town-hall meetings throughout the year to get feedback from parents and families.

In terms of active engagement in student learning, parents are asked to participate in several ways, if they are able. Parents are asked to support the daily and summer reading of younger students. They are also asked to check homework completion. Students typically receive a notebook where they write down their assignments and their accomplishments; parents are asked to sign this regularly, ensuring that students have shared their progress and are also being held accountable at home for homework and daily reading.

Every parent has access to student learning data via an online portal, and direct communication is often conducted via cell phone, either through an app, text message, or a call. The principal may require teachers to send a certain number of messages to parents daily or weekly, with an emphasis on sharing student progress and success.

# C.9 Means for Achieving Racial and Ethnic Balance

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

## **C.10 Disposition of Employees**

In the event the Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the School agrees to maintain all staff records in a secure location and make records available to staff upon request; ensure that STRS and SERS contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional

Development Committee (LPDC) is current and available to staff; and provide a clear, written timeline of the closing process to all staff.

## **C.11 Benefits**

All staff are employed by the Operator. Benefits offered to employees may include but are not limited to health, dental, and vision coverage. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System (SERS).

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## **C.12 Dismissal Procedures**

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

# **C.13 Management**

In accordance with Ohio Revised Code §3314.191, the chief administrator of the School actively managing daily operations at the school will be the principal. Principals are employed by the Operator.

# Exhibit 4: Academic and Organizational Accountability Plan (K–12)

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

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to have "achieved" the standard as specified herein, which is the SPONSOR's minimum expectation for the School. An inability to achieve minor elements of the standards may not prevent consideration of contract renewal, based on the totality of the circumstances, which will be subject to SPONSOR's sole and complete discretion. The SPONSOR will also consider the school's Local Report Card, as issued by the Ohio Department of Education and incorporated by reference herein.

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

Until such time as the Ohio Department of Education issues state report cards for each individual school building, the GOVERNING AUTHORITY and SPONSOR will also utilize the SPONSOR's Alternative Accountability Framework included in this Exhibit 4 to evaluate the performance of each individual school building.

Primary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
PI4	4 stars or higher	3 stars	2 stars	1 star
VA5	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:6 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

<sup>&</sup>lt;sup>4</sup> 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.

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<sup>&</sup>lt;sup>5</sup> A VA score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher VA score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower VA score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth. The report card incorporates an "effect size" measure that will also determine the rating alongside the traditional "index score."

<sup>&</sup>lt;sup>6</sup> "Local market" includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school's serving district, as designated by the ODE.

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

Supplemental inform	ation (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 variance <sup>7</sup>	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Financial measures of success (prior years)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Multiyear ratio of assets to liabilities <sup>8</sup>	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for the most recent year.	Cash flow is negative for the most recent year	Cash flow is negative for the 2 most recent years years
Operations/ governance indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance <sup>9</sup>	95% or higher	90%–94.9%	75%-89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) <sup>10</sup>	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

# **Alternative Accountability Framework**

# K-5 Targets

Measure Domain	Assessment	Grades	Overall Goal	Meets	Approaches	Does not Meet
Achievement	School wide PI Score	3+	4 Stars or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	Performance versus local market PI	3+	4 Stars or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	Performance versus statewide charter PI	3+	4 Stars or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars

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

<sup>&</sup>lt;sup>8</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

<sup>&</sup>lt;sup>9</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

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

Achievement	PI: overall grade	3+	4 Stars or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	AMOs	3+	School is in good standing*	In good standing	Not in good standing	Not in good standing
Achievement	Spring assessment scores on school's locally administered assessment in reading (Ren STAR)	1	2.0 or better as calculated in the End of Year Renaissance STAR administration	60% or higher	40-59%	less than 40%
Achievement	Spring assessment scores on school's locally administered assessment in math (Ren STAR)	1	2.0 or better as calculated in the spring Renaissance STAR administration	70% or higher	50%-69%	less than 50%
Achievement	Spring assessment scores on school's locally administered assessment in reading (Ren STAR)	2	2.8 or better as calculated in the spring Renaissance STAR administration	60% or higher	40-59%	less than 40%
Achievement	Spring assessment scores on school's locally administered assessment in math (Ren STAR)	2	2.8 or better as calculated in the spring Renaissance STAR administration	70% or higher	50%-69%	less than 50%
Achievement	Spring assessment scores on school's locally administered assessment in reading (Ren STAR)	3	3.6 or better as calculated in the spring Renaissance STAR administration	60% or higher	40-59%	less than 40%
Achievement	Spring assessment scores on school's locally administered assessment in math (Ren STAR)	3	3.8 or better as calculated in the spring Renaissance STAR administration	70% or higher	50%-69%	less than 50%
Achievement	Spring assessment scores on school's locally administered assessment in	4	5.0 or better as calculated in the spring Renaissance STAR administration	60% or higher	40-59%	less than 40%

	reading (Ren STAR)					
Achievement	Spring assessment scores on school's locally administered assessment in math (Ren STAR)	4	4.8 or better as calculated in the spring Renaissance STAR administration	70% or higher	50%-69%	less than 50%
Achievement	Spring assessment scores on school's locally administered assessment in reading (Ren STAR)	5	5.8 or better as calculated in the spring Renaissance STAR administration	60% or higher	40-59%	less than 40%
Achievement	Spring assessment scores on school's locally administered assessment in math (Ren STAR)	5	5.8 or better as calculated in the spring Renaissance STAR administration	70% or higher	50%-69%	less than 50%
Growth	Dibels	K	Students meet their individual benchmark from the beginning of the year to the end of the year.	70%+	50 - 69%	Below 50%
Growth	Ren STAR Reading	1	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	50%+	40%-49%	Below 40%
Growth	Ren STAR Math	1	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	50%+	40%-49%	Below 40%
Growth	Ren STAR Reading	2	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	40%+	30%-39%	Below 30%
Growth	Ren STAR Math	2	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the	50%+	40%-49%	Below 40%

			end of year administration			
Growth	Ren STAR Reading	3	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	40%+	30%-39%	Below 30%
Growth	Ren STAR Math	3	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	50%+	40%-49%	Below 40%
Growth	Ren STAR Reading	4	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	40%+	30%-39%	Below 30%
Growth	Ren STAR Math	4	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	50%+	40%-49%	Below 40%
Growth	Ren STAR Reading	5	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	40%+	30%-39%	Below 30%
Growth	Ren STAR Math	5	Students grow 1.0 or more in grade equivalency from the beginning of year administration to the end of year administration	50%+	40%-49%	Below 40%
Parent Engagement	Parent/guardian attendance at Parent/Teacher conference	K-5	At least 75% of parents/guardians will attend at least one Parent/Teacher conference	75%+	70-75%	Below 70%

Participation rates  Participation	Participation rate in fall AND spring math formative assessment  Participation rate	1 to 5	At least 95% of currently enrolled students will take the assessment in the fall AND at least 95% of enrolled students will take the assessment in the spring  At least 95% of	2022- 2023 and beyond: 95 - 100%	2022-2023 and beyond: 90 - 94.9%	2022- 2023 and beyond: below 89.9%
rates	in fall AND spring reading/ELA formative assessment		currently enrolled students will take the assessment in the fall AND at least 95% of enrolled students will take the assessment in the spring	2023 and beyond: 95 - 100%	and beyond: 90 - 94.9%	2023 and beyond: below 89.9%
Persistence	October to October enrollment data	K-5	The percent of eligible students remaining enrolled from one year to the next will be at least 90%	90-100%	85-89%	Below 85%
School Climate and Student Social Emotional Competencies	Panorama Parent Survey (K-5)	K-5	Parent survey participation rate	2022- 2023 and beyond: 70-100%	2022-2023 and beyond: 60-69%	2022- 2023 and beyond: below 60%
School Climate	Panorama Parent Surveys (K-5)	K-5	The school will receive a rating of 4.5 or above on the statement: I would recommend my child's school to another family.	2022- 2023 and beyond: 4.5-5.0	2022-2023 and beyond: 4.0-4.4	2022- 2023 and beyond: below 4.0

School Climate	Panorama Parent Surveys (K-5)	K-5	The school will receive a rating of 4.5 or above on the statement: My child's schools is preparing my child for college.	2022- 2023 and beyond: 4.5-5.0	2022-2023 and beyond: 4.0-4.4	2022- 2023 and beyond: below 4.0
School Climate	Panorama Student Surveys (K-5)	K-5	The school will receive a rating of 4.5 or above on the statement: I am excited to go to school every day.	2022- 2023 and beyond: 4.5-5.0	2022-2023 and beyond: 4.0-4.4	2022- 2023 and beyond: below 4.0

6-11 Targets

Measure Domain	Assessment	Grades	Overall Goal	Meets	Approach es	Does not Meet
Achievement	School wide PI Score	6+	B or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	Performance versus local market PI	6+	B or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	Performance versus statewide charter PI	6+	B or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	PI: overall grade	6+	B or better, when calculated by the state*	4-5 Stars	3 Stars	1-2 Stars
Achievement	AMOs	6+	School is in good standing*	In good standing	Not in good standing	Not in good standing
Achievement	English Language Arts I end of course (EOC) pass rates	9	Students will pass their end of course exam in ELA	68 - 100%	50-67%	Below 50%

Achievement	Algebra I	9	Students will	62 - 100%	50-61%	Below
Acmevement	EOC pass	9	pass their end	62 - 100%	30-01%	50%
	rates		of course exam			3070
	Tates		in Algebra I			
Achievement	Biology	9	Students will	76 - 100%	50-75%	Below
7 teme vement	EOC pass		pass their end	70 10070	30 7370	50%
	rates		of course exam			20,0
			in Biology			
Achievement	English	10	Students will	68 - 100%	50-67%	Below
	Language		pass their end			50%
	Arts II EOC		of course exam			
	pass rates		in English			
			Language Arts			
			II			
Achievement	Geometry	10	Students will	52 - 100%	40-51%	Below
	EOC pass		pass their end			40%
	rates		of course exam			
			in Geometry			
Achievement	American	11	Students will	82 - 100%	60-81%	Below
	US History		pass their end			60%
	EOC pass		of course exam			
	rates		in American			
A -1-:	C 1:4	0.	US History	00.1000/	60.700/	D -1
Achievement	Credit-	9+	The average credit earning	80-100%	60-79%	Below 60%
	earning rate		rate for all			00%
			FAY students			
			will meet or			
			exceed 80%			
Achievement	Spring	6	6.0 or better as	50%+	40%-49%	less than
7 Terrie verrient	assessment		calculated in	30701	1070 1570	40%
	scores on		the spring			1070
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d					
	assessment					
	in reading					
	(Ren STAR)					
Achievement	Spring	6	6.5 or better as	60%+	50%-59%	less than
	assessment		calculated in			50%
	scores on		the spring			
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d					

	1	1		1	1	T
	assessment					
	in math					
	(Ren STAR)					
		_			10	
Achievement	Spring	7	7.0 or better as	50%+	40%-49%	less than
	assessment		calculated in			40%
	scores on		the spring			
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d					
	assessment					
	in reading					
	(Ren STAR)					
Achievement	, , ,	7	7.5 or better as	60%+	50%-59%	less than
Achievement	Spring	/		00%+	30%-39%	
	assessment		calculated in			50%
	scores on		the spring			
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d					
	assessment					
	in math					
	(Ren STAR)					
Achievement	Spring	8	8.0 or better as	50%+	40%-49%	less than
	assessment		calculated in			40%
	scores on		the spring			
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d		aummstration			
	-					
	assessment					
	in reading					
A 1 .	(Ren STAR)	0	0.0 1	500/	100/ 100/	1 1
Achievement	Spring	9	9.0 or better as	50%+	40%-49%	less than
	assessment		calculated in			40%
	scores on		the spring			
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d					
	assessment					
	in reading					
	(Ren STAR)					

Achievement	Spring	10	10.0 or better	50%+	40%-49%	less than
	assessment		as calculated			40%
	scores on		in the spring			
	school's		Renaissance			
	locally		STAR			
	administere		administration			
	d					
	assessment					
	in reading					
	(Ren STAR)					
Growth	Ren STAR	6	Students grow	40%+	30%-39%	Below
	Reading		1.0 or more in			30%
			GE from the			
			beginning of			
			year			
			administration			
			to the end of			
			year			
			administration			
Growth	Ren STAR	6	Students grow	40%+	30%-39%	Below
	Math		1.0 or more in			30%
			GE from the			
			beginning of			
			year			
			administration			
			to the end of			
			year			
			administration			
Growth	Ren STAR	7	Students grow	40%+	30%-39%	Below
	Reading		1.0 or more in			30%
			GE from the			
			beginning of			
			year			
			administration			
			to the end of			
			year			
			administration			
Growth	Ren STAR	7	Students grow	40%+	30%-39%	Below
310,7411	Math	<b>_</b>	1.0 or more in	10/01		30%
	1,14411		GE from the			3070
			beginning of			
			year			
			administration			
			to the end of			
			year administration			
		<u> </u>	aummsuauon	j		

Growth	Ren STAR Reading	8	Students grow 1.0 or more in GE from the beginning of year administration to the end of year administration	30%+	20%-29%	Below 20%
Growth	Ren STAR Reading	9	Students grow 1.0 or more in GE from the beginning of year administration to the end of year administration	30%+	20%-29%	Below 20%
Growth	Ren STAR Reading	10	Students grow 1.0 or more in GE from the beginning of year administration to the end of year administration	30%+	20%-29%	Below 20%
Parent Engagement	Parent/guard ian attendance at Parent/Teac her conference	6+	At least 75% of parents/guardi ans will attend at least one Parent/Teacher conference	75%+	70-75%	Below 70%
Participation rates	Participation rate in fall AND spring math formative assessment	6+	At least 95% of currently enrolled students will take the assessment in the fall AND	2022-2023 and beyond: 95 - 100%	2022-2023 and beyond: 90 - 94.9%	2022- 2023 and beyond: below 89.9%

			at least 95% of enrolled students will take the assessment in the spring			
Participation rates	Participation rate in fall AND spring ELA reading/EL A formative assessment	6+	At least 95% of currently enrolled students will take the assessment in the fall AND at least 95% of enrolled students will take the assessment in the spring	2022-2023 and beyond: 95 - 100%	2022-2023 and beyond: 90 - 94.9%	2022- 2023 and beyond: below 89.9%
Persistence	October to October enrollment data	6+	The percent of eligible students remaining enrolled from one year to the next will be at least 90%	90-100%	85-89%	Below 85%
School Climate and Student Social Emotional Competencies	Panorama Parent Surveys (6- 12)	6+	Parent survey participation rate	2022-2023 and beyond: 80-90%	2022-2023 and beyond: 70-80%	2022- 2023 and beyond: below 70%
School Climate	Panorama Parent Surveys (6- 12)	6+	The school will receive a rating of 4.8 or above on the statement: I would recommend my child's school to another family.	2022-2023 and beyond: 4.8-5.0	2022-2023 and beyond: 4.5-4.8	2022- 2023 and beyond: below 4.5

School	Panorama	6+	The school	2022-2023	2022-2023	2022-
Climate	Parentt		will receive a	and	and	2023 and
	Surveys (6-		rating of 4.8 or	beyond:	beyond:	beyond:
	12)		above on the	4.8-5.0	4.5-4.8	below
			statement: My			4.5
			child's schools			
			is preparing			
			my child for			
			college.			
School	Panorama	6+	The school	2022-2023	2022-2023	2022-
Climate	Student		will receive a	and	and	2023 and
	Surveys (6-		rating of 4.8 or	beyond:	beyond:	beyond:
	12)		above on the	4.8-5.0	4.5-4.8	below
			statement: I			4.5
			am excited to			
			go to school			
			everyday.			

K-12 Targets

Measure Domain	Assessment	Grade s	Overall Goal	Meets	Approaches	Does not Meet
Attendance	FTE rate	K-5	State Rating*	2022- 2023 and beyond: 95-100%	2022-2023 and beyond: 92-94.9%	2022-2023 and beyond: <90%
Attendance	Chronic absenteeism	K-5	State Rating*	2022- 2023 and beyond: Met annual goal	2022-2023 and beyond: Did not meet annual goal but made requisite improvement	2022-2023 and beyond: Neither met annual goal nor made requisite improvemen t
School Governance	Board Engagement/He alth: Choice of assessment from Education Board Partners, Boardsource, or the Institute	6+	School chooses to complete self-assessmen t, and submits action plan based on results.	Complete d with action plan	Completed; no, incomplete, or not clear action plan	Not completed.

12<sup>th</sup> plus Draft Targets

Measure Domain	Assessmen t	Grad e	Overall Goal	Meets	Approaches	Does not Meet
Achievemen t	American US Governmen t EOC pass rates	12	Students will pass their end of course exam in America n US History	82 - 100%	60-81%	Below 60%
Career and College Readiness	College and Career Readiness score	12	Prepared for Success	4 to 5 Stars (80-100%)	3 Stars	1 or 2 Stars (<59.9%)
High School Completion	4-year ACGR	12	State Rating*	4-5 Stars (80-100%)	3 Stars (60- 79.9%)	1 or 2 stars (<59.9%)
High School Completion	5-year ACGR	12	State Rating*	4-5 Stars (80-100%)	3 Stars (60- 79.9%)	1 or 2 stars (<59.9%)

<sup>\*\*</sup>Schools whose participation rate is not at least 80% will be subject to a decrease in rating band for that measure (e.g., performance in ELA is 90%, but participation rate is below 80% will receive an approached rating rather than a meets rating)

### **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 addresses:

IDEA Greater Cincinnati #1 (IDEA Price Hill) 2700 Glenway Avenue Cincinnati, Ohio 45204

IDEA Greater Cincinnati #2 (IDEA Valley View) 1011 Glendale Milford Road Cincinnati, Ohio 45215

his Letter of Approval is issued based upon the following documentation provided to the
PONSOR:
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

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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.

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 <u>3314.03</u> 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  $\underline{3314.03}$  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 <u>3319.22</u> to <u>3319.31</u> of the Revised Code, except for noncertificated persons engaged to teach up to twelve hours or forty hours per week pursuant to section <u>3319.301</u> 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 <u>3319.39</u> and <u>3319.391</u> 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  $\underline{3314.03}$  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 <u>3301.079</u> of the Revised Code, the sponsor has reviewed the following information, submitted by the school:
- (1) An indication of what blended-learning model or models will be used;
- (2) A description of how student instructional needs will be determined and documented;
- (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (4) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (5) A statement describing how student progress will be monitored;
- (6) A statement describing how private student data will be protected; and
- (7) A description of the professional-development activities that will be offered to teachers.

Amended by 133rd General Assembly File No. TBD, SB 89, §1, eff. 3/2/2021.

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

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

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

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

# **Exhibit 7: Roster of Governing Authority**

**IDEA Greater Cincinnati Governing Authority** 

Name	Role	Term	Address
Dr. Dwight	Chair/President	To be submitted to	2700 Glenway
Young		Sponsor as set	Avenue
		forth in Epicenter	Cincinnati, Ohio 45204
Jorge Perez	Vice President	To be submitted to	2700 Glenway
		Sponsor as set	Avenue
		forth in Epicenter	Cincinnati, Ohio 45204
Marquicia Jones-	Secretary	To be submitted to	2700 Glenway
Woods	Secretary	Sponsor as set	Avenue
Woods		forth in Epicenter	Cincinnati, Ohio 45204
Deon Mack	Board Member	To be submitted to	2700 Glenway
		Sponsor as set	Avenue
		forth in Epicenter	Cincinnati, Ohio
		_	45204
TBD	Board Member	To be submitted to	2700 Glenway
		Sponsor as set	Avenue
		forth in Epicenter	Cincinnati, Ohio 45204

### **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 <u>any</u> 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 <u>do not</u> prohibit family members from being employed by the same public agency, as long as no official has secured a job, or job-related benefits, for her family member.

In addition, Statute<sup>11</sup> states the following:

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

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

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

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<sup>&</sup>lt;sup>11</sup> ORC 3314.02 (E) (4)

<sup>&</sup>lt;sup>12</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

Related party #1	Role	Related party	Role	Employed	Last date
		#2		by Sponsor	employed
				or Operator	

I hereby acknowle employment by a re member. No relate compensation and b	elated party and d parties are in	d that no related panyolved in employ	arty took part in s yment evaluatio	the hiring proc ns, determinat	ess of a family
School Leader	Date	e Govern	ing Authority R	epresentative	Date

### **Exhibit 9: Facilities Addendum**

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

IPS Enterprises, Inc. owns all Community School facilities and property at 2700 Glenway Avenue, Cincinnati, Ohio 45204. Currently, IPS Cincinnati, LLC, owns all Community School facilities and property at 1011 Glendale Milford Road, Cincinnati 45215. IPS Cincinnati, LLC currently has a sole member: IDEA Greater Cincinnati, Inc. Note that once IPS Enterprises, Inc. officially receives its 501(c)3, IPS Enterprises, Inc. will replace IDEA Greater Cincinnati as the sole member of IPS Cincinnati, LLC.

School facilities information must include the following: 14

- (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	Lots and plat information as described on the title and deed. Property located at 2700 Glenway Avenue, Cincinnati, Ohio 45204. Educational facility, additional recreational or community areas, and parking area.
Annual costs	\$\$2.2 million Annually (including regional office costs)
Annual mortgage principal and interest payments	N/A
Name of landlord or lender	IPS Enterprises, Inc., Charter management
and relationship to operator	organization for IDEA Greater Cincinnati

Description of facility	Lots and plat information as described on the title and deed. Property located at 1011 Glendale Milford Road, Cincinnati, Ohio 45215. Educational facility, additional recreational or community areas, and parking area.
Annual costs	\$1.2 million Annually
Annual mortgage principal and interest payments	N/A

<sup>&</sup>lt;sup>13</sup> ORC 3314.032 (A) (3) and 3314.0210

<sup>&</sup>lt;sup>14</sup> ORC 3314.03 (A) (9)

Name of landlord or lender	IPS Cincinnati, LLC, an entity created with IDEA
and relationship to operator	Greater Cincinnati, Inc as the sole member to issue tax
	exempt financing for purchase of the property

# **Exhibit 10: Blended-Learning Requirements**

If a school operates using a blended-learning model, as defined in <u>ORC 3301.079</u>, include all of the following information.<sup>15</sup>

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

IDEA Greater Cincinnati does not operate using a blended-learning model as defined in ORC 3301.079.

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<sup>&</sup>lt;sup>15</sup> ORC 3314.03 (A) (29)