

# **MASTER CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of United Preparatory Academy–East  
and the Thomas B. Fordham Foundation**

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**COMMUNITY SCHOOL CONTRACT****COMMUNITY SCHOOL CONTRACT**

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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 July 1, 2022, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of United Preparatory Academy–East (UPAE), located at 31 N. 17th St., Columbus, OH 43203 (hereinafter the “Community School”).

The names and business addresses of the individuals who currently make up the GOVERNING AUTHORITY of the Community School, which is responsible for carrying out the provisions of this Contract, are attached hereto as Exhibit 7.

**Article I. Purpose**

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

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Code. Such school shall be a public school, independent of the Columbus City School District and part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools, and the terms of this Contract. The Community School is educating children in grades or age-equivalent grade levels Kindergarten through five.

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: “United Preparatory Academy–East is sponsored by the Thomas B. Fordham Foundation.”

**Article II. Term**

The term of this Contract shall be for a period of three years, commencing July 1, 2022, and ending June 30, 2025, and, if the Conditional Indicators contained in Exhibit IV of this Contract are met, will automatically renew for a two-year period commencing July 1, 2025, and ending June 30, 2027 (the “Term”)—provided, however, that the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract.

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This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

No later than November 30 in the calendar year prior to expiration of this Contract, unless such date is waived by the SPONSOR at its sole discretion, the GOVERNING AUTHORITY shall provide to the SPONSOR the application to renew this Contract (the "Renewal Application"). The Renewal Application shall contain the following:

1. A report of the progress of the Community School in achieving the educational objectives set forth in the charter
2. A detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the Community School that will allow a comparison of such costs to other schools, both public and private
3. Copies of each of the Annual Reports of the Community School, including the Ohio Department of Education report cards for the Community School and the certified financial statements
4. Evidence of parent and student satisfaction
5. Such other material and information as required by the SPONSOR

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

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

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

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

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

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

The Community School shall be located within the Columbus City School District.

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

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

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

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall

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contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination to the attention of President, the Thomas B. Fordham Foundation, 1016 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, 130 West Second Street, Suite 410, Dayton, Ohio 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

To the fullest extent permitted by law, the GOVERNING AUTHORITY and Community School shall indemnify, defend, and hold harmless the SPONSOR and any successor entity thereto and their respective members, officers, directors, trustees, employees, agents, affiliates, and representatives, past and present (collectively “the Sponsor Indemnitees”), from and against any and all liabilities, losses, penalties, damages, and expenses, including costs and attorney fees arising out of all claims, liens, demands, suits, liabilities, and injuries (personal or bodily) of every kind, nature, and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy, or use of the property by the GOVERNING AUTHORITY, Community School, and its faculty, students, patrons, employees, guests, or agents; (ii) any act or omission to act, whether negligent, willful, wrongful, or otherwise, by the GOVERNING AUTHORITY, Community School, and its faculty, officers, students, patrons, employees, guests, or agents; or (iii) a violation of any law, statute, code, ordinance, or regulation by the GOVERNING AUTHORITY, Community School, and its faculty, officers, students, patrons, employees, subcontractors, guests, or agents and/or any breach, default, violation, or nonperformance by the GOVERNING AUTHORITY or Community School of any term, covenant, condition, duty, or obligation provided in this Contract.

These indemnification, defense, and hold-harmless obligations shall survive the termination of this Contract. Notwithstanding the expiration, termination, or nonrenewal of this Contract, the GOVERNING AUTHORITY and Community School agree that the insurance-coverage requirements under this Article and the duty to indemnify described herein shall continue in force and effect with respect to any claim, action, expense (including attorney fees), damage, or liability arising out of, connected with, or resulting from the operation of the Community School by the GOVERNING AUTHORITY until such claim, action, expense (including attorney fees), damage, or liability is barred by any applicable statute of limitation. Any indemnified parties shall have the right, at their own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

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

In accordance with Code Section 3319.39, the GOVERNING AUTHORITY shall request a BCI&I criminal-records check with respect to teachers and any applicant who has applied to the Community School for employment in any position involving the care, custody, or control of a

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child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI&I.

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

In accordance with Code Section 3314.03(A)(10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Code and may employ other persons as necessary to carry out and fulfill its mission pursuant to Section 3314.01(B) of the Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the Community School during the term of this Contract shall (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Code; (ii) be otherwise permitted by law to teach in an Ohio community school by rule or statute; or (iii) be in the process of obtaining a license to teach in a public school in Ohio under the conditional or alternative path to licensure set forth under Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the Community School under this option shall complete the conditional or alternative path to licensure not later than two (2) years after beginning to teach at the Community School. The Community School may engage noncertified persons to teach up to twelve (12) hours or forty hours per week pursuant to Section 3319.301 of the Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY represents that any individual who provides a service other than teaching to students at the Community School, and for which a license is required under Ohio law, shall have the appropriate license to provide the service in Ohio.

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student without legitimate excuse. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year. In accordance with Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, any regulations promulgated under that act, and Section 3319.321 of the Code.

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In accordance with Code Section 3314.03(A)(11)(c), the Community School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations and will not be operated by a sectarian school or religious institution.

In accordance with Code Section 3314.03(A)(11)(d) and Code Section 3314.03(A)(11)(l), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and will comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

In accordance with Code Section 3314.03(A)(11)(e), the GOVERNING AUTHORITY shall comply with Chapter 102 and Section 2921.42 of the Code.

In accordance with Code Section 3314.03(A)(11)(h), the GOVERNING AUTHORITY shall comply with Section 3313.801 as if it were a school district.

In accordance with Code Section 3365.03, the GOVERNING AUTHORITY shall ensure that academically qualified students are permitted to participate in the College Credit Plus program.

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable. In its initial year of operation, if the Community School fails to open by September 30, or within one year after the adoption of the contract pursuant to Code Section 3314.02(D) if the mission of the school is solely to serve dropouts, the contract shall be void.

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

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

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

In accordance with Code Section 3314.03(A)(31), if the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the GOVERNING AUTHORITY and any other operator of the Community School with which the Community School has contracted.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Two consecutive audits demonstrate noncompliance, deficiencies, material weaknesses, or any other material findings
2. Site-visit-records compliance or Epicenter compliance (accurate/complete and on time) falls below 79 percent for the year in any one category of records reviewed

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

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

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR's sole discretion. This expressly includes the SPONSOR's right to access all computer systems and websites hosted by the Ohio Department of Education to the extent that such access is necessary to fulfill the SPONSOR's monitoring obligations as set forth in Code Section 3314.03(D), as well as providing all necessary information and documentation to enable the SPONSOR to submit the assurances pursuant to Code Section 3314.19 in a timely manner. The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third-party beneficiary of this Contract, to perform the SPONSOR's oversight functions pursuant to this Contract.

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

**A. Educational Plan:**

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

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In accordance with Code Section 3314.03(A)(23), the GOVERNING AUTHORITY agrees to set forth in Exhibit 1 a description of both classroom-based and non-classroom-based learning opportunities in compliance with the criteria set forth in Section 3314.08(H)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as Exhibit 1 and incorporated by reference as if fully written herein will lead to attainment of the state and federal law requirements for school performance and the achievement and academic requirements specified in Exhibit 4.

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

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

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

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

**B. Financial Plan:**

In accordance with Code Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan (“Financial Plan”) of the Community School, which details an estimated school budget for each year of the period of this Contract; specifies the total estimated per-pupil expenditure amount for each such year; and describes the financial policies, procedures, and internal financial controls of the Community School. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and/or reasonable and (ii) calculate and report student enrollment thereafter, all in accordance with Section 3314.08, and expend funds received as required therein. In accordance with Code Section 3314.03(B), the Community School shall submit to SPONSOR a comprehensive plan as required therein, which shall include copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.

In accordance with Code Section 3314.03(A)(8), the GOVERNING AUTHORITY shall require financial records of the Community School to be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of State, and the audits shall be conducted in accordance with Section 117.10 of the Code. The GOVERNING AUTHORITY agrees to comply with the requirements for financial audits by the Auditor of State.

In accordance with Code Section 3314.011, the GOVERNING AUTHORITY shall have a designated fiscal officer for the Community School who meets all of the requirements set forth in Section 3314.011. Except as provided in Section 3314.011(D) of the Code, the designated fiscal officer shall be employed by or engaged under a contract with the GOVERNING AUTHORITY. The GOVERNING AUTHORITY shall provide prompt assurances to the SPONSOR that the Community School’s fiscal officer is in compliance with Code Section 3314.011.

In accordance with Code Section 3314.03(A)(30), any and all money loaned to the Community School by the operator of the Community School, including facilities loans or cash-flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

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

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

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

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

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

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

**C. Governance Plan:**

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

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

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

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

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

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

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

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

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

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

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

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The GOVERNING AUTHORITY agrees to report to the SPONSOR by August 1 any updates to the composition of the board. This report shall include the names, addresses (including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days of an existing GOVERNING AUTHORITY member's resignation or a new GOVERNING AUTHORITY member's appointment.

**D. Accountability Plan:**

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached hereto as Exhibit 4 and incorporated by reference as if fully written herein. Such methods shall include the administration of Ohio's proficiency tests, achievement tests, diagnostic assessments, all applicable report-card measures set forth in Sections 3302.03 and 3314.017 of the Code, or any other statutory testing established for Ohio's students. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student achievement and testing governing community school students as if such amendments were specifically set forth in this Contract.

The GOVERNING AUTHORITY agrees to comply with all requirements of the federal Every Student Succeeds Act ("ESSA") and any amendments or reauthorization thereof and the state's plan to comply with ESSA. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable ESSA requirements by October 31.

In accordance with Code Section 3314.03(A)(11)(g), the GOVERNING AUTHORITY shall submit to the SPONSOR and to the parents of all students enrolled in the Community School an annual report within four months after the end of each school year.

The GOVERNING AUTHORITY acknowledges that timely reporting of data and timely response to requests from oversight bodies, including but not limited to the SPONSOR, Ohio Auditor of State, and Ohio Department of Education, are of paramount importance.

**Article IV. Responsibilities of the SPONSOR**

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code. Specifically, the SPONSOR shall (1) monitor the Community School's compliance with all applicable laws and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code

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Section 3314.03 to the Ohio Department of Education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the Community School in complying with all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and (6) have in place a plan of action to be undertaken in the event that the Community School experiences financial difficulties or closes prior to the end of a school year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor, in the

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new location, begin classes for students until it has received a letter of approval to operate (“Letter of Approval”) issued by the SPONSOR, the requirements of which are attached hereto as Exhibit 5 and incorporated by reference as if fully written herein, as well as any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

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

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

**Article VIII. Probationary Status**

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

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

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR’s notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient, the Contract

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may be terminated or operations of the school may be suspended pursuant to Article IX of this Contract.

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

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

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

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

**Article IX. Suspension of Operation**

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

Upon the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall immediately notify the employees of the Community School and the parents of the students enrolled in the Community School of the suspension and the reasons for the suspension and shall cease all school operations on the next business day. Any such

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suspension shall remain in effect until the SPONSOR notifies the GOVERNING AUTHORITY that it is no longer in effect.

**A. Health and Safety:**

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

**B. Other:**

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

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

Prior to suspension for one or more of the five reasons set forth in paragraphs (B)(1) through (B)(5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written notice

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of the SPONSOR's intent to suspend the operation of the Contract. Such notice shall explain the reasons for the SPONSOR's intent to suspend operation of the Contract and shall provide the GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall promptly review any proposed remedy submitted in a timely manner by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

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

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

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

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

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Community School. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

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

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

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law
5. The Community School is insolvent or is bankrupt
6. The Community School has insufficient enrollment to successfully operate a community school or the Community School has lost more than 50 percent of its student enrollment from the previous school year
7. The Community School defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY
8. The Community School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR's issuance of this Contract, Preliminary Agreement, or other legally binding document executed by the parties to this Contract or the Community School's reporting requirements under this Contract or applicable law
9. The SPONSOR discovers grossly negligent, fraudulent, or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract
10. Other good cause

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

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

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

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

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

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

**Article XI. Contract-Termination Contingencies**

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

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

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

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

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

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

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

**Article XII. Governing Law**

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

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

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

**COMMUNITY SCHOOL CONTRACT**

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction or control of the SPONSOR except as required by law or this Contract and that the SPONSOR assumes no liability for any loss or injury from (i) the acts and omissions of the Community School or its directors, trustees, officers, agents, subcontractors, independent contractors, representatives, or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor, or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractors, or independent contractors as a result of the issuing, overseeing, suspending, terminating, or revoking of this Contract. However, this Article does not limit the Community School from enforcing the terms of this Contract and SPONSOR's performance of the duties herein. The GOVERNING AUTHORITY hereby covenants not to sue the SPONSOR's directors, trustees, officers, employees, agents, or representatives for any matters that arise under this Contract. Furthermore, the GOVERNING AUTHORITY agrees to indemnify the SPONSOR for liabilities, causes of action, losses, and expenses (including reasonable attorney fees) for acts or omissions of the Community School, the GOVERNING AUTHORITY, and the Community School Treasurer to the fullest extent provided for and covered by insurance maintained by the Community School and GOVERNING AUTHORITY pursuant to Article III.

**Article XIV. Assignment**

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

**Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The Exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all Exhibits by the parties. All interim changes and modifications must be necessary for the effective and efficient operation of the Community School and consistent with the purposes and terms of this Contract. Any changes or modifications of this Contract other than as provided herein shall be made and agreed to in writing by the SPONSOR and the GOVERNING AUTHORITY. It is further agreed that any amendments or additions to the laws, rules, or regulations cited herein or which are applicable to the operation of a community

**COMMUNITY SCHOOL CONTRACT**

school will result in a correlative modification of this Contract without the necessity of a written amendment signed by the parties.

**Article XVI. Severability**

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

**Article XVII. Every Student Succeeds Act**

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

**Article XVIII. Dispute-Resolution Procedure**

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

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

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

**COMMUNITY SCHOOL CONTRACT**

**Article XIX. Discrimination Policy**

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

**Article XX. Entire Agreement**

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

**Article XXI. Notice**

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY  
United Preparatory Academy–East  
c/o Amber Merl  
31 N. 17th St.  
Columbus, OH 43203

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

Porter, Wright, Morris & Arthur LLP  
Attn: Thomas A. Holton/Tami Kirby

**COMMUNITY SCHOOL CONTRACT**

One South Main Street, Suite 1600  
Dayton, Ohio 45402-2028

**Article XXII. Nonwaiver**

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

**Article XXIII. Force Majeure**

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

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

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

**Article XXV. Nonagency**

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

**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**

**COMMUNITY SCHOOL CONTRACT**

DocuSigned by:

*Michael Petrilli*

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BY: \_\_\_\_\_

Michael J. Petrilli  
President

6/15/2022

DATE: \_\_\_\_\_

**THE GOVERNING AUTHORITY OF  
UNITED PREPARATORY ACADEMY–EAST**

DocuSigned by:

*Amber Merl*

368218B9123A4CF...

BY: \_\_\_\_\_

Governing Board Representative

6/20/2022

DATE: \_\_\_\_\_

## **Exhibit 1. Education Plan**

### **A.1 Mission**

Transforming lives and our community through the power of education.

#### **A.1.1 Vision**

For every child, an open door.

#### **A.1.2 Educational Philosophy**

United Preparatory Academy–East (UPAE) has remained focused on our four core values outlined in the charter contract.

##### **1. UPAE Holds High Academic and Behavioral Expectations for Every Student**

Our mission remains to prepare all students for rigorous and college-preparatory middle schools, high schools, and colleges. UPAE utilizes high-quality, Common Core–aligned curricula in each subject area. Teachers receive extensive training in their curriculum and instructional best practices as well as ongoing one-on-one coaching to ensure they are delivering rigorous lessons with adequate support and scaffolds. Each student is exposed to grade-level content at least 80 percent of the school day, and teachers methodically close gaps to ensure all students can access content at that level.

Behavioral expectations are clear, consistent across all classrooms, and logical. The goal is for learning time to be maximized through efficient routines and procedures and the reduction of distracting off-task behavior. All staff are trained on our schoolwide systems and receive one-on-one coaching to ensure they are implementing the system fairly and consistently. School staff view families as partners in supporting and encouraging positive, learning-focused behaviors at school.

##### **2. UPAE Engages and Grows Competent and Experienced School Leadership and Staff**

UPAE continues to provide high-quality professional development during our three-and-a-half-week Summer Institute and throughout the school year. Teachers and staff are set up for success on the first day of school and receive weekly or biweekly one-on-one coaching throughout the entire school year. Each teacher has individualized professional goals and actions that they are working toward to increase their own competencies and skills. We focus on staff retention as a way to increase the overall experience level of our staff. The Unite for Five raise is one way we encourage longevity. When staff members commit to a fifth year of services, their salary increases by \$3,500.

##### **3. UPAE Offers a Rigorous Academic Program with Intentional Student Supports and a Comprehensive Character Education Program**

Please see the narrative below regarding our academic program and student supports in subsequent sections.

#### **4. UPAE Provides Clear Standards, Research-Proven Curriculum, and Frequent Assessments**

Please see the narrative below regarding UPAE's curriculum.

#### **5. UPAE Is a Mission-Driven School Community**

United Schools Network (USN) disseminates two network surveys per year, and the UPAE team members have historically responded very positively to questions about our mission. On the last two surveys, 95 percent of UPAE team members responded that their supervisor demonstrates a clear understanding of USN's mission.

##### **A.2 Geographic Boundaries**

UPAE will permit the enrollment of students who reside in any other district in the state. UPAE will concentrate recruitment efforts in the Columbus City Schools district boundaries, as well as a number of adjacent districts.

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

The academic program and the teaching methodologies that inform the development of the school education program include extended learning time, a uniform instructional system, teaching for mastery, strategies and supports for student mastery of instructional materials, intensive focus on literacy and mathematics, a rigorous, standards-based curriculum, and a character-education curriculum.

##### **English Language Arts (ELA) Curriculum**

UPAE utilizes Core Knowledge Language Arts (CKLA) for its ELA curriculum, including the CKLA skills strand for grades K–2. CKLA has earned the highest rating in EdReports for all three gateways (a rating of “meets expectations”). Moreover, the curriculum is highly aligned to the principles of the science of learning, which include systematic teaching of phonics and phonemic awareness, vocabulary acquisition, and a knowledge-based curriculum that supports broad reading comprehension.

UPAE also utilizes the Heggerty Phonemic Awareness curriculum in grades K–4 to provide scholars with additional support with phonemic-awareness skills. UPAE uses the Heggerty Kindergarten curriculum for Kindergarten, Heggerty Primary Curriculum for grades 1–2, and Heggerty Primary Extension Curriculum for grades 3–4 and will use it for fifth grade when applicable. The Heggerty Phonemic Awareness Kindergarten and Primary curriculum is aligned to the Phonological Awareness Common Core Standards in the Reading and Foundations Skills Strands for Kindergarten and First Grade. The Heggerty Primary Extended Curriculum builds on

the foundational phonemic skills developed in earlier grades and offers the opportunity to address unfinished phonemic-awareness learning scholars may have from earlier grades.

### **Social Studies Curriculum**

UPAE utilizes the knowledge strand of CKLA for social studies in grades K–2 and Core Knowledge History and Geography for social studies in grades 3–5 and will use it for fifth grade when applicable. This curriculum is not currently rated on EdReports but is produced by the same foundation and publisher as CKLA. It is a comprehensive program in world and American history and geography that integrates topics in civics and the arts. Core Knowledge History and Geography helps students build knowledge of the diverse civilizations, cultures, and concepts specified in the Core Knowledge Sequence. To align with the science of reading, this curriculum begins exposing students to rich content even in Kindergarten and builds and spirals into more complex topics as the years progress.

### **Science Curriculum**

UPAE utilizes Amplify Science for explicit science instruction in grades K–4 (and will do so for fifth grade when applicable). Amplify Science is informed by the Core Knowledge Sequence. On EdReports, it partially meets expectations for designed for NGSS and meets expectations for coherence and scope in grades 3–5. Additionally, science instruction is contained in a number of Knowledge Domains in CKLA Knowledge strand for grades K–2. CKLA has earned the highest rating in EdReports for all three gateways (“meets expectations”). The knowledge-based curriculum in the CKLA Knowledge strand supports broad reading comprehension, while also introducing scholars to scientific concepts and properties through informational texts starting in Kindergarten.

### **Math Curriculum**

UPAE utilizes Great Minds Eureka Math for grades K–4 (and will do so for fifth grade when applicable). Eureka math, also known as EngageNY Math, is a revolutionary math program designed to ensure that students move beyond rote memorization toward building enduring math knowledge. Eureka Math uses modeling and manipulatives to reinforce conceptual understanding of foundational mathematical concepts. Every lesson includes opportunities for student discourse because peer-to-peer discussion helps students solidify their understanding of math concepts. Eureka follows a spiral curriculum pattern and provides opportunities throughout the vertical progression of units and grade levels for students to spiral back to foundational concepts and build on their understanding with enhanced levels of complexity. Eureka Math meets expectations in all three gateways for grades K–5 on EdReports. Eureka Math is supplemented by cognitively guided instruction (CGI). CGI is a student-centered approach to teaching math. It starts with what our students already know and builds on their natural number sense and intuitive approaches to problem solving. Rather than a math program or curriculum, CGI is a way of listening to students, asking smart questions, and engaging with their thinking—all with the goal of uncovering and expanding every student’s mathematical understanding. This and the structured lessons offered by Eureka allow us to develop a strong conceptual understanding of the math standards and procedures expected in elementary school.

## **UPAE Curriculum Support of School Mission**

The school's mission is to transform lives and our communities through the power of education. UPAE has carefully selected curricula that utilize research and science to close the achievement and opportunity gap with high-quality, rigorous instructional materials.

UPAE draws much of their pedagogical approach and curriculum choices from the research of Dr. E.D. Hirsch and Dr. Daniel Willingham. Hirsch's and Willingham's research suggests that background knowledge, or lack thereof, is one of the largest contributors to the achievement and opportunity gaps in the United States. Author Natalie Wexler expands on this in her book *The Knowledge Gap*, where she speaks to the importance of teaching knowledge related to science and social studies to support reading comprehension, in addition to explicit skills instruction. In order for UPAE scholars to fully experience the transformational power of education, as outlined in UPAE's mission, scholars must have access to ELA, science, and social studies curriculum rooted in a focus on building knowledge. As such, UPAE has chosen the research-backed CKLA, CKHG, and Amplify Science curricula to support them in this mission of closing the opportunity gap through education.

Cognitive psychologist Dr. Daniel Willingham also offers perspective on the relationship between conceptual understanding and student achievement in mathematics. In his article, "Is It True That Some People Just Can't Do Math," Willingham uses neuroscience to explain that both knowledge of the why behind mathematical procedures and a focus on mathematical fluency are critical components in mathematics instruction. By ignoring one component or the other, schools are not giving scholars access to the working memory or conceptual understanding necessary to be successful at higher levels of mathematics. UPAE's mission is centered on creating opportunities through education. UPAE is committed to using a math curriculum that ensures all scholars have opportunity for success in advanced mathematics courses, including success at the collegiate level. As such, UPAE selected the Eureka Math curriculum, which includes a focus on both the fluency and conceptual components necessary to set scholars up for success in high school and college mathematics courses.

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

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

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

UPAE will serve students from the most underserved areas of Columbus. The target population will be students who live in poverty and currently attend or will attend the poorly performing elementary schools of Columbus City Schools. The metric UPAE will use to determine its success in serving the school's target population is the percentage of the school student population that receives free or reduced-price lunch. The school goal is to maintain a population receiving free or

reduced-price lunches of greater than 75 percent.

### A.5 School Calendar and Daily Schedule

The school calendar and schedule are subject to change by the school's leadership and/or board.

Number of hours in school day:	8
Number of instructional minutes per day:	390
Number of instructional school days per year:	174
Number of before-school hours devoted to academics:	1.5 (or as needed)
Number of after-school hours devoted to academics:	1.5 (or as needed)
Number of days devoted to staff development during school year:	9
Number of days devoted to staff development prior to school opening:	17

### A.6 Special Student Populations

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

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

### A.7 School Goals

UPAE has identified nine goals to measure the school's success. The goals encompass three areas: academic performance, the school as an organization, and faithfulness to the charter. Reaching our academic goals will be the primary measure of UPAE's success—students must be making academic progress and must exceed Ohio state standards. To remain a strong public educational option for families, UPAE must also remain a financially healthy, viable organization and remain faithful at all times to the terms set forth in the school's charter.

**Academic Goal Statement 1:** Students at UPA will become competent readers and writers of the English language.

*Measurable Target(s) with Metric(s):*

- Of the students who have attended the school for three or more years, 90 percent will score

proficient or higher on the Ohio State Assessments (AIR) for ELA (metric: AIR).

- The percentage of students attending the school for three or more years who attain a proficient score on the Ohio State Assessment (AIR) for ELA will exceed the average percentage for Columbus City Schools by at least 15 percent (metric: AIR).
- Of UPAE students, 80 percent will annually demonstrate one and a half years of academic growth in reading on the iReady reading assessment (metric: iReady).
- Of UPAE students, 100 percent will annually demonstrate a minimum of one year of academic growth in reading on the iReady reading assessment (metric: iReady).

**Academic Goal Statement 2:** Students at UPAE will become competent in the understanding and application of mathematical computation and problem solving.

*Measurable Target(s) with Metric(s):*

- Of students who have attended the school for three or more years, 90 percent will score proficient or higher on the Ohio State Assessment (AIR) for Mathematics (metric: AIR).
- The percentage of students attending the school for three or more years who attain a proficient score on the Ohio State Assessment (AIR) for Mathematics will exceed the average percentage for Columbus City Schools by at least 15 percent (metric: AIR).
- Of UPAE students, 80 percent will annually demonstrate one and a half years of academic growth in mathematics on the math iReady assessment (metric: iReady).
- Of UPAE students, 100 percent will annually demonstrate a minimum of one year of academic growth in mathematics on the math iReady assessment (metric: iReady).

**Academic Goal Statement 3:** Students at UPAE will be competent in the understanding and application of scientific reasoning.

*Measurable Target(s) with Metric(s):*

- Of UPAE students, 80 percent will score 80 percent or higher overall on science interim assessments (metric: interim assessments).

**Academic Goal Statement 4:** Students at UPAE will be competent in the understanding and application of social studies.

*Measurable Target(s) with Metric(s):*

- Of UPAE students, 80 percent will score 80 percent or higher overall on social studies interim assessments (metric: interim assessments).

**Character Goal Statement 5:** Students at UPAE will improve their character skills each year through embodying and exemplifying the core school values of grit, respect, optimism, wonder, teamwork, empathy, achievement, and mission.

*Measurable Target(s) with Metric(s):*

- Of UPAE students, 75 percent in each cohort will maintain a character-report average of 80 percent or higher (metric: character report).
- Of all students who attend UPAE for six consecutive years, 90 percent will graduate from the school program with a character-report average of 85 percent or higher (metric: character report).

character report).

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

*Measurable Target(s) with Metric(s):*

- UPAE student enrollment will be at 100 percent of projected enrollment described in the charter application at the beginning of each school year (metric: the school will track enrollment numbers and provide detailed analysis in the annual report).
- Of the students who begin the school year at UPAE, 90 percent will remain in the school throughout the academic year (metric: the school will track enrollment numbers and provide detailed analysis in the annual report).
- Of the students who complete the school year at UPAE, 90 percent will reenroll for the following school year (metric: the school will track enrollment numbers and provide detailed analysis in the annual report).
- Average daily student attendance at UPAE will be at or above 95 percent over the course of each school year (metric: the school will track enrollment numbers and provide detailed analysis in the annual report).

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

*Measurable Target(s) with Metric(s):*

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

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

*Measurable Target(s) with Metric(s):*

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

**Faithfulness to Terms of Charter Goal Statement 9:** Students at UPAE will be prepared for success in college-preparatory middle schools.

*Measurable Target(s) with Metric(s):*

- Of the students who attend UPAE for six consecutive years, 100 percent will enroll in college-preparatory middle schools (metric: the community school will track the middle schools into which the graduating fifth graders enroll; middle schools in which 75 percent of graduates matriculate to college-preparatory high schools will be considered college preparatory).
- In a survey given to parents of fifth-grade students who have attended UPAE for six consecutive years, 90 percent will agree or strongly agree with the statement, “United Preparatory Academy prepared my child for success in middle school” (metric: the school will administer parent surveys annually).

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

The following beliefs inform the school Code of Conduct:

1. **Safety:** The Code of Conduct is designed first and foremost to ensure that UPAE is safe for every student at all times.
2. **Respect:** One of the core values of UPAE is respect. Respectful behavior is a hallmark of effective character development and facilitates strong community.
3. **Self-discipline:** By learning to behave professionally, students learn skills useful beyond the walls of UPAE. Students who behave well in school, speak in public, and are helpful to others will develop strong self-advocacy skills that will serve them well throughout their lives.
4. **Clear consequences:** Many disciplinary problems can be avoided by having clear, well-articulated consequences. The students of UPAE will know exactly what behavior is expected and what consequences will result if expectations are not met. The school will communicate with parents at all times about any disciplinary consequences.
5. **Uninterrupted learning:** The purpose of this code is to remove distractions from the classroom so that students can commit 100 percent of their attention to academic learning.

### **Rules**

In order for teachers to focus on teaching, students to focus on learning, and the safety of all members of the school community to be ensured, UPAE has established a clear set of rules for student behavior.

The following rules inform the school’s expectations for all students:

1. Students will exhibit respectful behavior toward other students, teachers, school leadership, and the school community.
2. Students must arrive to school in the UPAE uniform every day.

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3. Students must attend school every day. Absences are excused only for illness, religious observance, or family emergency and must be verified in writing by a parent/guardian.
4. Students must be prepared and on time for class every day.
5. Students must complete all assigned homework.
6. Students must not engage in distracting behavior that negatively impacts their own learning or the learning of others in the class.
7. There will be no fighting, violence, threatening behavior, or bullying/harassment at any time during the regular school day, after-school programming, or other school events.

Students who violate rules one through six will be subject to progressive consequences, including family conferences, parent calls, letters home, redirections in class, detention, behavior interventions, or out-of-school suspension for repeated offenses. Students who violate rule seven will be subject to immediate out-of-school suspension and a possible expulsion hearing.

**School Culture**

Students will learn more successfully within a strong culture of achievement where they feel immediately accountable to themselves, their peers, and their teachers. UPAE will create such an atmosphere through consistent, clear expectations, regularly communicated pride in the school community, daily Morning Meetings, and weekly Community Celebrations during which all students are responsible for presenting academic and cultural material to their peers.

Teachers will roleplay and lead lessons on teamwork, cooperation, and empathy during morning meeting and throughout the character-education lessons. Break times are a period for teachers to monitor and support the students' development in these areas. It is a time for teachers to scaffold supports for students and help build language and confidence in working together.

**Core Values**

At the center of this culture will be the core values of grit, respect, optimism, wonder, teamwork, empathy, achievement, and mission (GROW and TEAM values). Teachers will explicitly teach behaviors related to these values at all times, as a part of the regular academic program. The statement of values given to students at the beginning of the year includes simple descriptions of behaviors so that students will fully understand these values. Every portion of the program, including meals, classes, recess, Morning Meetings, Community Celebrations, and enrichment and after-school activities, will include activities to support the school's values.

**Morning Meeting**

The leadership team, along with teachers, will greet students each day with a morning handshake. Once students pass through the school threshold, a professional, respectful, and scholarly environment is maintained. Building on the morning handshake, each student begins their day with an emphasis on the UPAE core values. The primary teachers implement Morning Meetings, which set the tone for a respectful learning environment.

The meeting format includes a class greeting using chants or a group motto, group activities, and

closing. In addition, Morning Meetings provide opportunities for developing student vocabulary, oral language, and team-building skills.

### **Community Celebration**

Community Celebrations will take place every Friday. Academic and cultural celebration will be the focus of Community Celebrations. The school leadership and teachers will celebrate student progress, prepare lessons to illustrate the school's core values, and bring a global perspective of those values through presentations and activities. Students will present material learned in their classes, and teachers will give presentations as appropriate. In addition, students will be celebrated for being exemplars of the GROW and TEAM values.

At least once every trimester, each student will participate in a presentation at a Community Celebration in some context. These presentations will include academic displays of excellence; self-advocacy skill demonstrations such as public speaking, poetry, interviewing, social skills, and problem-solving skills; and lessons on core values and character education.

### **Classroom Culture**

In addition to these community cultural aspects, a consistent culture of academic excellence will exist in all UPAE classrooms. Staff training on consistent expectations for student behavior and achievement will ensure that from the first day of school, students will encounter familiar routines from every adult in the building. Common instructional routines will contribute to this consistency, as well.

### **Rituals and Routines**

During Summer Institute, the faculty of UPAE will develop other routines, such as cheers and chants, systems for recording and collecting homework, systems for students to record assignments, grading procedures, and disciplinary processes. This process will make certain that routine and structure are consistent across the school.

### **Mission-Driven Enrichment Program**

For students to become competitive and college bound, they must be well rounded and have access to as many enrichment opportunities as possible. Therefore, UPAE intends to develop students' talents and interests with the enrichment curriculum that is an integral part of the school's daily educational program. Students will attend enrichment classes that include such areas as sports/athletics, music, art, drama, and dance.

The curriculum will rotate by trimester to ensure that students receive enrichment in all areas. The enrichment curriculum ensures that students have access to a comprehensive education that enables them to be well-rounded individuals as well as competitive candidates to college-preparatory middle schools.

There will be no fee assessed to students for the programming.

## **Health, Physical, and Emotional Supports**

UPAE is partnering with the YWCA of Columbus to provide wraparound services for students. Under this program, students can come to school as early as 7:00 a.m. and leave as late as 6:00 p.m. During the program, students receive meals, academic support, enrichment activities, and the ability to develop strong relationships between peers, students, and staff. This program is being offered for free for at least the 2021–22 and 2022–23 school years as we explore options to make the program sustainable into the future.

We have added a wellness aide to the staff who supports students when they are having physical health needs related to Covid-19 or otherwise and who connects our families with medical and mental-health resources in the community. Our current wellness aide is a retired pediatrician and provides an extreme value to our students, families, and staff.

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

### **A.9 Assessments and Intervention**

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

i-Ready is a nationally normed, adaptive diagnostic tool that is administered three times a year (in the fall, winter, and spring). Results from i-Ready are analyzed by administrators and teachers to help inform our responsive teaching practices and to prioritize content for whole-group and small-group instruction based on any trending gaps. This responsive teaching may happen within the regular content class through minilessons, scaffolds, or just-in-time interventions.

Curriculum-based formative assessments such as unit tests, unit essays, unit quizzes and exit tickets are given at regular intervals by content teachers. Teachers use these formative assessments to understand how students are progressing with the content, what needs to be retaught or reinforced, and any prerequisite skills that students don't know, which may be hindering their proficiency. Through data analysis and student-work analysis, teachers and their coaches identify critical gaps and create responsive teaching plans to address those gaps in a whole-group, small-group, or one-on-one setting. When necessary, intervention specialists are leveraged to support the needs of students with disabilities.

UPAE teachers are also invited to hold after-school tutoring groups in partnership with our after-care program. This allows additional small-group tutoring to support students who are not progressing academically at the typical rate.

Finally, UP AE has an advisory program, in which UP AE teachers serve as advisors for a smaller group of UP AE scholars. UP AE advisors communicate with scholar families regularly regarding academic progress and scholar growth. Advisors work to build strong and trusting relationships with families of scholars in their advisory, which enables UP AE staff members and scholar families to work together as partners in supporting scholars academically.

### **Identifying Students Who Are Not Making Progress in the General Curriculum**

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

If a student who is not currently receiving special-education services does not respond to interventions assigned by the RTI team, he or she may be referred to the school psychologist and a Suspected Disability Meeting may need to be held. If a parent requests an evaluation, a Suspected Disability Meeting will be held within thirty days of the written/verbal request. From there, an evaluation may be initiated.

### **Addressing Learning Loss Due to Covid-19**

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

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

In order to ensure consistent and effective implementation of the instructional methods UP AE teachers developed through the Relay Graduate School of Education trainings, UP AE adopted a master schedule supporting a coteaching model for thirty minutes of each instructional block. The structure of this schedule allows for additional scaffolding, supports, and interventions to accelerate student learning that are not as effective with only one teacher in the classroom. The thirty-minute coteaching period of each instructional block enables content teachers to pull small

groups for interventions, work one on one with scholars to provide more targeted interventions, and gather data efficiently by leveraging a coteacher.

To further support a focus on learning acceleration for all scholars, UPAE added a full-time EL teacher to staff. Having a full-time EL teacher on staff supports UPAE teachers in providing research-based supports to accelerate the learning of EL scholars. The EL teacher at UPAE pushes into all UPAE classrooms at least twice a week and pulls individual and small-group EL scholars for EL support. The EL teacher also conducts weekly walk-throughs and observations of UPAE classrooms, then provides high-leverage feedback for UPAE instructional staff members to act on to better support the learning acceleration of our EL scholars each week.

UPAE is also offering free wrap-around services through a partnership with the YWCA. This program increases the hours in which a student can be on campus by three and a half hours per day. During this time, students are offered meals, academic support, enrichment, and the ability to develop strong peer-to-peer and student-to-mentor relationships.

Finally, UPAE teachers are running a tutoring program after school during Trimester 1 of the school year. Tutoring sessions will take place for an hour after school two to three times per week. Tutoring will be offered for all UPAE scholars from licensed UPAE teachers.

## **Exhibit 2. Financial Plan**

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

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

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

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

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

Whereas the board will have financial oversight, the CEO will have primary responsibility for managing the financial operations of the school and ensuring that all internal financial controls are established and upheld. He will work closely with the board treasurer to ensure that all monies are being properly allocated and recorded. The board intends to contract its accounting and payroll and financial-reporting services to Mangen Associates, which will include basic financial management; treasurer services; CCIP and grants management; and EMIS and SOES reporting.

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

#### **Annual Budgeting**

UPAE's fiscal year will run from July 1 through June 30. The CEO and Mangen Associates will have responsibility for planning a detailed budget and cash-flow statement each year. The initial drafts of the budget and cash-flow statements will be reviewed by the board's finance committee and the chair before being presented to the full board for approval. The board will review and approve the budget at least one full month before the beginning of the new fiscal year.

#### **Internal Controls**

The board of trustees is intent on establishing a system of internal control policies that, when executed, will ensure the practice of sound fiscal-management practices. These controls will comply with generally accepted accounting principles for nonprofit organizations. All payroll

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

disbursements will be properly recorded, comply with all laws and applicable tax regulations, and be properly reconciled.

### **Maintaining Effective Controls**

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

### **Fiscal Accountability**

All board members and administrators of UPAE who have delegated authority over financial-management issues will be required to attend training on finance management. The chair of the board and the CEO will work together to find a qualified resource to deliver training. The class will include basic principles of accounting and information pertaining to financial controls and the reading of balance sheets, income statements, and cash-flow statements. Although the school board treasurer will have finance and accounting experience, UPAE recognizes that it is everyone's responsibility on the board to know and understand basic fundamental fiscal management and accounting practices.

### **Annual Audits**

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

### **Use of State Administrative and Financial Systems**

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

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

UPAE will work with Columbus City Schools' and South-Western City Schools' transportation departments to ensure that all students receive services within the policies of the district. Through our skilled and experienced operations team, UPAE will work to develop strong relationships between UPAE and CCS.

In the school's first year and then every three years thereafter, UPAE will create a Request for Proposal for food services. UPAE anticipates that all food service will be provided by a vendor who will be able to cater in all food items. The school will keep milk and dry food goods in approved storage locations. In an effort to identify the best fit for the school, UPAE will seek a minimum of three bids from food service providers.

UPAE will either establish a relationship with or contract with a licensed health professional to

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provide basic health, vision, and hearing screenings for students. All students will be screened as required by state law, and the school will establish follow-up procedures and protocols to inform families of results.

**B.4 Insurance**

To be prepared for all budget implications and the appropriate board knowledge of insurance, the board will secure all necessary liability insurance coverage upon chartering.

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

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

UPAE is led by the board of trustees, which governs the school and is responsible for ensuring that the school fulfills its mission, is faithful to its charter, and remains financially viable. One of the first acts of the board of trustees will be to contract with USN to provide CEO services along with other back-office functions. The CEO, supervised and supported by the board of trustees, will be ultimately responsible for the implementation of the mission of UPAE at a demanding, high standard. Employees will be hired by the board of trustees upon recommendation by the CEO. The CEO will supervise all other employees of the school and may delegate these duties to other senior administrative staff, which may include, but are not limited to, the school director, the director of curriculum and instruction, and a director of family and community engagement. The CEO will report monthly to the board of trustees on the state of the school, progress toward each element of the mission statement, and progress toward each goal in the school's Accountability Plan. The board of trustees will evaluate USN annually and provide detailed and critical feedback regarding performance.

The school will be governed by a board of trustees. This board will hold the charter of UPAE and ensure accountability to its mission. This board will be composed of a diverse, talented group of professionals, including community and business leaders; business owners; participants with technical skills in the areas of law, real estate, finance, and fundraising; and residents of Columbus. Such a board is desirable to provide independent governance for UPAE by a broad coalition of qualified leaders.

This group will meet in accordance with the Ohio Sunshine Law. The board will record minutes of all meetings and will make these publicly available, in addition to any other necessary documents.

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

The board will also maintain standing committees for finance, and development. The finance committee will oversee the financial health of the school through monthly financial reports and regular monitoring of the financial goals of the Accountability Plan. The finance committee will also supervise the annual audit of the school's finances. The development committee will ensure the long-term viability of the school through private fundraising initiatives.

All board members will sign the Conflict of Interest statement with the governing board description, included with the Code of Regulations.

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The board of trustees will be supported and advised by two councils: the Advisory Council and the Parent Council. These groups will be nonvoting advisory groups chaired by one member of the board of trustees, and they will meet at the discretion of their chair. The board of trustees will regularly consult with these groups to receive input on various decisions and issues affecting the school.

**Training**

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

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

**Recruiting**

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

**Orientating**

As new board members are voted on to the board, the associate development director (ADD) sends them the orientation packet to review individually. The ADD follows up with them one month later to answer questions. Additionally, under the direction of the CEO, the board of trustees has the opportunity to attend two virtual orientations a year. There they review the Code of

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Regulations, roles and responsibilities, and board structure and policies. Both orientations are recorded and disseminated to all board members.

**Retaining**

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

**C.2 Governing Board Composition**

The board roster is included at Exhibit 7.

**C.3 Management and Operation**

UPAE will sign a management agreement with USN (hereinafter “Home Office”). The Home Office will provide the services necessary to help each school maximize resources and focus on the delivery of superior academic programming for scholars and families. The key functions of the home office include the following:

- Providing resources to USN schools: teacher-recruitment support; external fundraising; alumni services; and public relations, communications, marketing, and branding.
- Providing services to USN schools: negotiating and securing key vendor contracts; financial management and budgeting; human-resource management; and professional development and leadership development.
- Defining the core framework of a USN school: curriculum development, assessment determination, and analysis and school-culture planning and execution.
- Providing accountability to USN schools: student-performance benchmarking; leader selection; leader evaluations and elopment plans; stakeholder surveys; annual reporting; and school-improvement initiatives.
- Determining the strategy of USN schools: new-school development; strategic-partnership creation and maintenance; and central board governance training and support.

The Home Office will provide leadership development and academic guidance to school leaders. The Home Office requires schools to implement a core curriculum and teacher coaching; however, the specifics of instructional delivery and school culture are made in partnership with the schools. USN will require that each school use the same technology platforms to ensure that data collection, analysis, and distribution is effective, efficient, and timely. By using common programs, information can be leveraged across the network and schools can share support staff.

**Decisions Rights**

USN has developed a decisions-rights matrix that identifies decisions rights by category for the Central Office board of trustees, CEO, and school director. The matrix identifies whether the party

has participation in decision-making, defined as make, ratify, input, or notify.

### **Communication and Collaboration**

USN will use a variety of forums (for example, meetings, calls, and email updates) in order to maximize collaboration and reach shared outcomes. The frequency and methods will vary by functional area. With a shared purpose and shared commitment to one another, USN will discover the right ways to engage and operate.

The responsibilities of the key leadership positions at USN are provided as follows.

### **Chief Executive Officer (CEO)**

The CEO is responsible for achieving the strategic goals and objectives of the organization and effectively implementing USN's growth strategy and business plan. The CEO is responsible for selecting or dismissing school leaders with input from the board and his leadership team. When hiring a new school director, the search begins in-house with high-performing USN staff, then moves to an external search if necessary. Every candidate for school director will have a demonstrable record of advancing student achievement in a school of similar USN demographics. School directors must possess an entrepreneurial drive and be relentless in the pursuit of closing the achievement gap. The CEO is responsible for marketing and public relations and functions as the public face of the organization, to include building and maintaining USN partnerships and representing USN to external entities including authorizers, legislative and regulatory entities, funders, lenders, the school community, the press and media, and other stakeholders.

### **Chief Learning Officer (CLO)**

The CLO is the primary academic leader for the network, reporting directly to the CEO, and is responsible for developing, training, and directly supervising school directors. The CLO supports, monitors, and maintains the quality of faculty recruitment, curriculum, instruction, and adherence to the program model. As curriculum and culture are implemented and improved and evidence-based results are examined, this position will capture and codify best practices for use throughout the network.

### **Chief Operating Officer (COO)**

The COO combines the functions of treasurer, operations director, and overall facility manager for all USN locations. The COO ensures that the network achieves organizational compliance, meets financial and operations growth and performance targets, meets deadlines, and operates within board-approved budgets. The COO manages and develops organizational administrative and support infrastructure and the network's capacity to provide centralized services and support. The COO oversees compliance and reporting, quality management, technology and telecommunications, and safety and security. The COO is assisted by financial consultants, as necessary.

### **C.3.1 Records**

The board of trustees has adopted a comprehensive records-retention policy that outlines the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location, and owner. Records are divided into the following categories: board and administrative records, employee records, student records, building records, central department records, financial records, payroll-related records, reports, and other. The executive director or his/her designee is ultimately responsible for the annual review and proper retention or disposal of records within this plan. Current policy dictates that records are to be disposed of properly by document shredder or other approved disposal measures.

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

### **Positions**

The leadership team at UPAE will consist of the following positions, subject to change at the discretion of the board or school leader.

#### *School Director*

The school director will be responsible for all matters relating to student, teacher, and parent programs, including the development of the organizational culture of the school. The school director will work to align all stakeholders (teachers, staff, students, families, and board members) to reinforce and carry out the school's mission, hire a diverse and capable staff, and educate the community about the school. USN schools will fill each school director role with dedicated professionals who will receive at least a year of intensive training. This school director training ensures that each school leader understands and can balance academic, financial, and operational and community responsibilities during the dynamic stages of starting and growing a successful, high-performing charter school. School leaders will receive focused instruction and curriculum development and leadership training, as well as field experience gained by working as an academic leader within existing USN schools.

#### *Director of Curriculum and Instruction (DCI)*

The DCI will provide daily support of teaching and learning, complete classroom observation and feedback cycles, implement curriculum, maintain quality of instruction, manage the various assessment systems at the school, and lead effective data analysis. The DCI will also work to continually improve the level of instruction at the school, with regular professional development on the teaching taxonomy. Finally, he/she will supervise and coordinate the special-education program at the school.

#### *Dean of Students (DOS)*

The DOS will oversee school culture, handle discipline, and manage all after-school programming and activities. The DOS will work with the school director and the family and student coordinator to plan engaging school events, celebrate the academic and character successes of students, and work with the rest of the leadership team to engage families in the school. This position will be added after year one.

#### *Director of Family and Community Engagement*

This position will oversee all family and community partnerships at UPAE. He/she will build and

manage relationships with students and families, local preschools and daycares, community-based organizations, and volunteers across the Columbus area. The director of family and community will help recruit students for incoming classes, assist with the admissions process, and work to effectively transition all admitted students and their families. The family and student support coordinator will also establish relationships with local organizations that can address the external needs of the school students. This individual also serves as the primary point of contact for the school-parent association and all parent engagement programming/volunteering.

### **Teacher Recruitment and Selection**

UPAE will take a local and national approach for recruiting teachers. Nationally, UPAE will tap the alumni networks of colleges and universities and Teach for America; post openings on the school website and in education journals, on Craigslist, and on Idealist; and communicate by word of mouth. Locally, UPAE will recruit at many of the major universities within the state, including the Ohio State University, Bowling Green University, Miami University, University of Dayton, Ohio University, and Wittenberg University, among others. Board members will also distribute job openings to educators and leaders within their networks to help identify potential faculty and staff.

The school director will review applications, interview, and make offers to potential candidates, as well as schedule interviews and mail all follow-up materials. The school will secure the quality of the staff through the use of the following five-step process for selecting and hiring the most qualified candidates. Throughout the process, teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others, and responsibility.

1. Candidate submits an application, resume, and cover letter.
2. School director separates candidates into three categories: very strong, good, and weak. Very strong candidates are invited for an interview and to teach a sample lesson. Good candidates are scheduled for an online digital interview. If the digital interview is strong, the candidate will receive an invitation to attend an in-person interview and teach a sample lesson. Weak candidates are sent a message of acknowledgment.
3. Candidates come for the in-person interview and teach a sample lesson. For administrative positions, UPAE may ask for additional documentation pertinent to their application. If the candidate has potential but would not be an appropriate hire at the time, UPAE will put them in the "applicant hopper," an internal database of individuals who, after more experience teaching or with additional training, may be possible hires in the future.
4. If the lesson and interview demonstrates that the candidate is strong, UPAE will then request references and transcripts. If UPAE is still unsure about the candidate's potential for success at UPAE, UPAE may ask for additional material-such as another lesson plan or a follow-up interview-or put him into the "applicant hopper."
5. If candidates have gone through the entire process successfully, UPAE will make them an offer of employment. This offer will be contingent upon a background and reference check.

To evaluate founding teachers, the school director will either go to an applicant's school (if currently teaching) or request a video of her teaching, as it will not be possible to teach a sample

lesson at the school before the first academic year.

## **Observations**

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

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

### *Curriculum Review*

Standards and benchmarks, assessment maps, unit sequence calendars, and unit plans will be reviewed during Summer Institute. Individual lesson plans for the first several weeks of school will also be reviewed by the director of curriculum and instruction before the start of the year. Moving forward, weekly syllabi and daily lesson plans will be reviewed on a regular basis.

### *Peer Observations*

Teachers are expected to conduct one full-period observation and two fifteen-minute observations of their peers on a trimester basis. The full-period observation should be scheduled in advance with the teacher being observed, but the fifteen-minute observations can occur on a drop-in basis. These observations will be used for professional-development purposes.

### *Miniobservations*

Miniobservations, lasting from three to five minutes, will be conducted for nonevaluative purposes by the director of curriculum and instruction, dean of students, and school director. The three main purposes of miniobservations are to collect instructional trends, study management trends, and provide quick feedback to teachers. Miniobservations will typically take place at least once per week.

### *Assessment Analysis*

After every unit test and interim/benchmark assessment, teachers will fill out the Assessment Analysis template. Then teachers will work with the director of curriculum and instruction and school director to complete an action plan for reteaching and intervention.

### *Informal Observations*

Informal observations lasting between fifteen and twenty minutes will be conducted for evaluative purposes by the director of curriculum and instruction and school director. The three main purposes of informal observations are to ensure objective alignment, support teachers in focused areas, and provide specific feedback on classroom management and instruction indicators aligned to the summative evaluation rubric. Teachers will receive informal observations on a biweekly basis and will receive written feedback within twenty-four hours. Conferences may be scheduled on an as-needed basis.

### *Full Observations*

Fifty-minute full observations will be conducted for evaluative purposes by the director of curriculum and instruction and school director. The main purpose of full observations is to provide concrete evidence of a teacher's performance on an observation tool aligned directly to the summative evaluation rubric. Teachers receive four full observations each year, receive written feedback within twenty-four hours, and conduct a postobservation conference within forty-eight hours of the observation. Teachers create goals based on full observations.

### *Evaluation*

Although the bulk of the director of curriculum and instruction's and school director's time will be spent on teacher support and mentorship, formal midyear and end-of-year professional-growth plans will be conducted for each teacher. The professional-growth plan will be used to evaluate teachers in three main areas: classroom culture and management, instructional planning and delivery, and responsibilities and values.

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

### **Staff Retention Rate**

The staff retention rate for the last three years is as follows:

- 2018–19: 50%
- 2019–20: 30%
- 2020–21: 83%

## **C.5 Professional Development**

One of the core values at UPAE is that the school engage and grow outstanding school leadership and staff. This belief requires the recruitment and selection of the highest-quality teachers—as well as appropriate, high-quality professional development to support them—both prior to and during the school year.

UPAE will employ full-staff seminars led by both outside experts and school administration, meetings by department, meetings by grade level, and individual meetings, taking place during the summer and school year.

### **Summer Institute**

Hiring teachers early in the school's development is a priority for UPAE. Teachers will engage in summer professional development and extensive training for four and a half weeks prior to the

opening of the school, for a total of twenty-two full days.

The emphasis of this training will be first to develop a consistent school culture, such that classroom-management strategies, classroom procedures, communication tools, and expectations of behavior, conduct, and homework are standardized throughout the school. This training will review and expand upon the rituals and routines described in the school's Overview and Operations manual; the character, management, and discipline procedures described in the School Culture manual; and the common instructional practices described in the Curriculum, Instruction, and Assessment manual.

The second emphasis of staff training will be to develop detailed curriculum and assessments. Using the Common Core standards and the general guidelines described in the curriculum manual, teachers will divide the yearly curriculum into units. Teachers will write comprehensive exams for each trimester and write Understanding by Design unit plans for each course, describing when and how each standard will be addressed over the course of the school year. Good teaching at UPAE demands that all students achieve on these specific performance standards.

### **Professional-Development Days**

During the school year, UPAE will reserve ten days for full-staff professional development. This time will be used to address student achievement throughout the school. The school director will consult with the director of curriculum and instruction to identify core areas of need among the faculty based on student-achievement results, particularly as measured by interim and benchmark assessments. On most occasions, the school director and director of curriculum and instruction will deliver this professional development themselves; when appropriate, they will bring in outside experts to cover specific subjects.

### **Individual Instructional Support**

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

### **Evaluating the Effectiveness of Professional Development**

The professional-development program consists of four primary components: Summer Institute, annual professional-development calendar, one-on-one coaching and data meetings, and special professional development (usually provided externally).

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

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

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

The analysis of survey results and the CSO’s evaluation help to determine if the professional-development program needs to be modified or enhanced.

The school director is the primary driver behind modifying support for identified teacher and pupil needs.

For teachers, the school director engages in weekly coaching meetings based on classroom observations and/or student-work analysis. These regular touch points help teachers develop quickly. If teachers need additional support to be successful, the school director may implement a Performance Improvement Plan.

For all staff, the school director will make modifications to the *UPAE Weekly*, a newsletter that is sent out to all staff every Sunday. The school director carefully selects articles and content for the *UPAE Weekly* based on identified teacher and pupil needs. The school director uses the following sections of the *UPAE Weekly* to make weekly modifications to article studies and focuses each week:

- Coaching Corner
- Learning Acceleration
- Culturally Responsive Pedagogy
- TLAC 2.0 (3.0) Tip of The Week

The school director selects the content and article focuses for these sections each Friday after she has completed and internalized her observations and walk-throughs for the week. Content and articles contained in these sections are reflective of the school director’s analysis of UPAE’s current needs based on her observations and walk-throughs.

**C.6 Student Recruitment and Enrollment**

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	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>K</b>	50	50	50	50	50
<b>1</b>	50	50	50	50	50
<b>2</b>	50	50	50	50	50
<b>3</b>	50	50	50	50	50
<b>4</b>	50	50	50	50	50
<b>5</b>		50	50	50	50
<b>Total</b>	250	300	300	300	30

Enrollment projections may be changed at the discretion of the school.

**Student-Recruitment Plans and Policies**

We directly recruit new students in all grade levels each year. The strategy for recruiting new students is documented in our Student Recruitment Strategic plan, which is authored each January. Our primary recruitment strategies include encouraging word-of-mouth marketing by incentivizing current students and families to recruit their acquaintances, direct mailings to families on the Columbus City Schools district directory, door-to-door canvassing, cold calling, and dropping off informational flyers at local organizations and businesses.

**Student Retention**

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

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

**Adapting or Adding Facility Space to Meet Enrollment Targets**

In the 2022–23 school year, the school will be adding fifth grade. In the facility, there are currently two unused classrooms that are identified for fifth-grade use. With the addition of fifth grade, there

is facility space to meet enrollment targets—however, there is very little remaining space to utilize for additional activities or specials. In the future, there will be a need to expand the facility to add additional space for staff and student use beyond the classroom.

The creative use of space is not a new problem for the school, as they had very little space to work with when they were sharing a facility with Columbus Collegiate Academy. Historically, space constraints have had no effect on meeting enrollment targets or recruiting new students.

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

As a nonprofit organization in the community, UP AE recognizes the need to establish partnerships with local individuals and organizations. UP AE will seek partnerships to assist the board of trustees and leadership team in realizing the school's mission and reaching the its overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs.

- Center of Science and Industry (COSI): in-school and field-based science enrichment and programming
- Columbus Zoo: in-school and field-based science enrichment and programming
- Junior Achievement of Central Ohio: in-school and field-based economics enrichment
- After-School All-Stars Ohio: in-school and field-based academic and enrichment programming
- Capital University America Reads: academic tutoring in math and reading
- Ohio State University: academic tutoring in math and reading and enrichment programming
- Gladden Community House: after-school programming and athletics
- Columbus City Schools: potential facility lease options

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

To ensure that the voices of parents are well heard, UP AE will create a Family Leadership Council of at least five members, with a chair and vice-chair elected or chosen for one-year terms. Parents will be elected to the Parent Advisory Council by a vote conducted by parents of students currently enrolled in the school. The Parent Advisory Council will support the mission of UP AE in the following ways:

- Coordinating parent volunteer efforts to support student recruitment, enrichment classes, and community gatherings
- Gathering and reporting data about parent satisfaction
- Reporting annually to the board of trustees regarding their findings
- Ensuring that school communications are sufficiently accessible to Spanish-speaking parents
- Planning parent events that support the academic mission of the school, such as middle school achievement nights, student academic performance nights, and parenting seminars to support academic achievement

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

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

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

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

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

In the event the Contract is terminated or not renewed pursuant to Section 3314.07 of the Code, the Governing Authority agrees to maintain all staff records in a secure location and make records available to staff upon request; ensure that State Teachers Retirement System of Ohio (STRS) and School Employees Retirement System (SERS) contributions are current; clarify COBRA benefits; inform staff of the date medical benefits end; ensure that each faculty's Local Professional-Development Committee (LPDC) is current and available to staff; and provide a clear, written timeline of the closing process to all staff.

### **C.11 Race to the Top**

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

### **C.12 Benefits**

Benefits offered to employees by UPAE may include, but not be limited to, health, dental, and

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vision coverage. The school will have workers' compensation insurance. Retirement benefits are provided via STRS or SERS.

**C.13 Dismissal Procedures**

In accordance with Revised Code §3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdraw procedures.

**C.14 Management**

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

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

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

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

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

<b>Primary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
PI <sup>2</sup>	4 stars or higher	3 stars	2 stars	1 star
VA <sup>3</sup>	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: <sup>4</sup> PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus local market: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
Performance versus statewide charters: PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus statewide charters: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score

<sup>2</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.

<sup>3</sup> A VA score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher VA score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower VA score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth. The report card incorporates an “effect size” measure that will also determine the rating alongside the traditional “index score.”

<sup>4</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

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<b>Supplemental information (not rated)</b>				
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
<b>Financial measures of success (current year)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days' cash	60 or more days' cash	Between 30 and 60 days' cash	Between 15 and 30 days; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash
Current-year enrollment	Actual enrollment equals or is within	Actual enrollment is 90%–95% of	Actual enrollment is 80%–90% of	Actual enrollment is less than 80% of

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variance <sup>5</sup>	95% of budgeted enrollment in most recent year	budgeted enrollment in most recent year	budgeted enrollment in most recent year	budgeted enrollment in most recent year
<b>Financial measures of success (prior years)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Multiyear ratio of assets to liabilities <sup>6</sup>	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for the most recent year.	Cash flow is negative for the most recent year	Cash flow is negative for the 2 most recent years
<b>Operations/governance indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Records compliance <sup>7</sup>	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) <sup>8</sup>	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

**Conditional Indicators for contracts with conditions for an automatic renewal term**

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

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

<b>Indicator</b>	<b>School Year (SY) 2022-2023 Target Benchmark</b>	<b>SY 2023-2024 Target Benchmark</b>
PI	2 stars or above	3 stars or above
VA	3 stars or above	4 stars or above

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

<sup>6</sup> This ratio depicts the relationship between a school’s annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

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

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

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Graduation rate (four years)	90% or above	92% or above
Improving At-Risk K-3 Readers	68% or above	78% or above
Performance versus local market: PI	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score
Performance versus local market: VA	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score
Performance versus statewide charters: PI	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score
Performance versus statewide charters: VA	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score

**Exhibit 5. Letter of Approval to Operate**

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

United Preparatory Academy–East  
31 N. 17th St.  
Columbus, OH 43203

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

- Certificate of Authority of Nonprofit Status
- Proof of property ownership or property lease
- Certification of Teaching Staff (completed or in process)
- Affidavit of BCI&I/FBI for all Staff (completed or in process)
- Certificate of Occupancy (permanent or temporary)
- Liability Insurance
- Health and Safety Inspection (permanent/final or temporary)
- Fire Inspection (permanent/final or temporary)
- Food Permit (if applicable)

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency.

If any teaching certificates or licenses or BCI&I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

If the school opens under a temporary Certificate of Occupancy in which further repairs or modifications to the facility are needed, the school shall have a reasonable period of time to complete the repairs and obtain a permanent Certificate of Occupancy. If the repairs are not completed within a reasonable period of time, the SPONSOR may revoke this Letter of Approval and the school shall cease operations upon the date specified by the SPONSOR.

If, after the GOVERNING AUTHORITY has received a permanent or temporary Certificate of Occupancy, the school is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency that issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to Operate and the School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been reissued by the SPONSOR.

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

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

**Exhibit 6. Statement of Assurances for Start-Up Schools****3314.19 Annual assurances by community school sponsor**

The sponsor of each community school shall provide the following assurances in writing to the Department of Education not later than ten business days prior to the opening of the school's first year of operation or, if the school is not an Internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building:

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

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

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT****Exhibit 7. Roster of Governing Authority****United Preparatory Academy–East**

<b>Name</b>	<b>Role</b>	<b>Term</b>	<b>Address</b>
Amber Merl	Chair	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203
David Schermerhorn	Vice Chair	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203
John Shockley	Treasurer	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203
Jackie Bean	Board Member	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203
Vanessa Jester	Board Member	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203
Bill Weger	Board Member	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203
Cheryl Bass	Board Member	To be submitted to Sponsor as set forth in Epicenter	31 N. 17th St. Columbus, OH 43203

**Exhibit 8. Related-Party Disclosure Form****THOMAS B. FORDHAM FOUNDATION RELATED-PARTY DISCLOSURE FORM**

The Community School will submit this form annually to SPONSOR's Epicenter system on the date set forth by the SPONSOR.

Ohio Ethics Commission Information Sheet #1 (Restrictions on Nepotism or Hiring Family Members) states the following:

Ohio Ethics Law and related statutes prohibit an official from

- Authorizing the employment of a family member and
- Using the authority or influence of her public position to secure authorization of the employment of a family member.

An official is prohibited from hiring a family member in any employment position, including a full-time, part-time, temporary, or permanent position, a position in the classified or unclassified civil service, or a non-civil-service position.

In most situations, the Ohio Ethics Law and related statutes do not prohibit family members from being employed by the same public agency, as long as no official has secured a job, or job-related benefits, for her family member.

In addition, Statute<sup>9</sup> states the following:

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

I acknowledge that no official at United Preparatory Academy–East has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not), siblings, parents, grandparents, grandchildren, and any other person related by blood or by marriage and living in the same household.<sup>10</sup>

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

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<sup>9</sup> ORC 3314.02 (E) (4)

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



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

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

United Preparatory Academy - East owns all Community School facilities and property at 31 N. 17th St. Columbus, OH 43203

School facilities information must include the following:<sup>12</sup>

- (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	<b>Lots Six (6), Seven (7), Ten (10), Eleven (11), Fourteen (14), Fifteen (15), Eighteen (18) and Block "A", of East Grove Amended Addition, as the same are numbered and delineated upon the recorded plat thereof in Plat Book 2, Page 172, Recorder's Office, Franklin County, Ohio. Being Lots Numbers Forty-Two (42) through Forty-Eight (48), both inclusive, of J. W. Baker's Subdivision as the same are numbered and delineated upon the recorded plat thereof in Plat Book 1, Page 59, Recorder's Office, Franklin County, Ohio. Two story educational facility and lot with parking area.</b>
Annual costs associated with leasing the facility	N/A
Annual mortgage principal and interest payments	<b>Open-End Mortgage, Assignment of Leases and Rents, Security Agreement \$1,500,000.00</b>
Name of landlord or lender and relationship to operator	<b>RM United Prep Acad East Oh EEC, a Delaware limited liability company</b>

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

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

**Exhibit 10. Blended-Learning Requirements**

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

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

United Preparatory Academy–East does not operate using a blended-learning model as defined in ORC 3301.079.

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