

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of Citizens of the World Charter
Schools – Cincinnati and the Thomas B. Fordham
Foundation**

TABLE OF CONTENTS

<u>Contract section</u>	<u>Page number</u>
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	4
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	16
<u>Article V.</u> Compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Improvement Act of 2004	17
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	18
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	22
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	25
<u>Article XIV.</u> Assignment	26
<u>Article XV.</u> Amendments or Modifications	26
<u>Article XVI.</u> Severability	26
<u>Article XVII.</u> Every Student Succeeds Act	26
<u>Article XVIII.</u> Dispute-Resolution Procedure	27
<u>Article XIX.</u> Discrimination Policy	27
<u>Article XX.</u> Entire Agreement	27
<u>Article XXI.</u> Notice	28
<u>Article XXII.</u> Nonwaiver	29
<u>Article XXIII.</u> Force Majeure	29
<u>Article XXIV.</u> No Third-Party Rights	29
<u>Article XXV.</u> Nonagency	29
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	30
<u>Exhibit 1.</u> Education Plan	33
<u>Exhibit 2.</u> Financial Plan	73
<u>Exhibit 3.</u> Governance Plan	78
<u>Exhibit 4.</u> Academic and Organizational Accountability Plan	102
<u>Exhibit 5.</u> Letter of Approval to Operate	106
<u>Exhibit 6.</u> Statement of Assurances for Start-Up Schools	108
<u>Exhibit 7.</u> Roster of Governing Authority	110
<u>Exhibit 8.</u> Related-Party Disclosure Form	111
<u>Exhibit 9.</u> Facilities Addendum	113
<u>Exhibit 10.</u> Blended-Learning Requirements	114

COMMUNITY SCHOOL CONTRACT**COMMUNITY SCHOOL CONTRACT
CITIZENS OF THE WORLD CHARTER SCHOOLS, CINCINNATI**

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective February 23, 2021, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of Citizens of the World Charter Schools, Cincinnati, located at 4324 Homer Avenue, Cincinnati, Ohio 45227 (hereinafter the “Community School”).

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

Article I. Purpose

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

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

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

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

COMMUNITY SCHOOL CONTRACT**Article II. Term**

The term of this Contract shall be for a period of four year(s) commencing May 15, 2021, and ending June 30, 2025, and will automatically renew for a one-year period commencing on July 1, 2025 and ending June 30, 2026 (the “Term”)—provided, however, that the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

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

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

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

COMMUNITY SCHOOL CONTRACT

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

Article III. Responsibilities of the GOVERNING AUTHORITY

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

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

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

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

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR 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

COMMUNITY SCHOOL CONTRACT

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 contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination to the attention of President, the Thomas B. Fordham Foundation, 1016 16th Street NW, 8th Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

COMMUNITY SCHOOL CONTRACT

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

In accordance with Code Section 3319.39, the GOVERNING AUTHORITY shall request a BCI&I criminal-records check with respect to teachers and any applicant who has applied to the Community School for employment in any position involving the care, custody, or control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI&I.

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

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

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

COMMUNITY SCHOOL CONTRACT

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

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

In accordance with Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 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, 3319.321, 3319.39, 3319.391, 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, , 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, **and in accordance with Section 3314.03(A)(11)(l), the GOVERNING AUTHORITY shall comply with Section 3321.191 as if it were a school district. EAU CE

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

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING

COMMUNITY SCHOOL CONTRACT

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

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

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

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

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

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

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

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

Sponsorship Fees that remain unpaid for more than thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of the total state foundation payment are the state formula amount, disadvantaged-pupil impact aid (DPIA), parity aid, and special education. Nothing in this Contract shall limit the SPONSOR from waiving any debt owed to it by the Community School at the SPONSOR's discretion.

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

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

A. Educational Plan:

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

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

COMMUNITY SCHOOL CONTRACT

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

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

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

COMMUNITY SCHOOL CONTRACT

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

COMMUNITY SCHOOL CONTRACT

also be recorded, and a copy of this inventory report must be submitted to the SPONSOR by September 30.

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

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

C. Governance Plan:

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

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

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

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

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

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission

COMMUNITY SCHOOL CONTRACT

of students who reside outside the district and/or the state in which the Community School is located. The policy shall comply with the admissions procedures as specified in Sections 3314.06 and 3314.061 of the Code. Pursuant to Section 3314.08(F), the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

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

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

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

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

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

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

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

D. Accountability Plan:

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached

COMMUNITY SCHOOL CONTRACT

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

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

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

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

Article IV. Responsibilities of the SPONSOR

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code. Specifically, the SPONSOR shall (1) monitor the Community School's compliance with all applicable laws and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio Department of Education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the Community School in complying with all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and (6) have in place a plan of action to be undertaken in the event that the Community School experiences financial difficulties or closes prior to the end of a school year.

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

COMMUNITY SCHOOL CONTRACT

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

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

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

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

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

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

Article VI. School Facilities and Property; Site Visits

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

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

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

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

Article VII. Letter of Approval to Operate

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

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

COMMUNITY SCHOOL CONTRACT

pursuant to this Contract and Ohio law or this Contract otherwise terminates or expires pursuant to the provisions herein.

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

Article VIII. Probationary Status

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

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

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

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

Except in cases determined by the SPONSOR, in its discretion, to be of such an extreme nature so as to require immediate remedy (for example, financial insolvency or severe education

COMMUNITY SCHOOL CONTRACT

programmatic inadequacy of the Community School), a Community School placed on probation pursuant to Article VIII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING AUTHORITY, unless or until the Community School closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or *force majeure* events such as closure due to calamity.

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

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

Article IX. Suspension of Operation

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

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

A. Health and Safety:

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

COMMUNITY SCHOOL CONTRACT

an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.

4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other:

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

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

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

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

COMMUNITY SCHOOL CONTRACT

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:

COMMUNITY SCHOOL CONTRACT

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

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal, and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

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

COMMUNITY SCHOOL CONTRACT

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. **If the Community School fails to open for operation within one-year after this Contract has been adopted under division (D) of Section 3314.02 of the Code or permanently closes prior to the end of the Term of the Contract, the Contract shall be void and the Community School shall not enter into a contract with any other sponsor in accordance with Section 3314.03(F). The Community School shall not be considered permanently closed because the operations of the Community School have been suspended pursuant to Section 3314.072 of the Code.

Article XI. Contract-Termination Contingencies

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records and, upon taking possession of such records, shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records that are within the SPONSOR's possession—provided that, in performing the GOVERNING AUTHORITY's statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E) and any procedural guidance published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.

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

Article XII. Governing Law

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

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

Article XIV. Assignment

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

Article XV. Amendments or Modifications

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

Article XVI. Severability

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

Article XVII. Every Student Succeeds Act

COMMUNITY SCHOOL CONTRACT

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.

COMMUNITY SCHOOL CONTRACT**Article XVIII. Dispute-Resolution Procedure**

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

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

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

Article XIX. Discrimination Policy

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

Article XX. Entire Agreement

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

Article XXI. Notice

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY
Citizens of the World Charter Schools, Cincinnati
4324 Homer Avenue, Cincinnati, Ohio 45227
Attn. Governing Board Chairperson

Copies to:

The CEO/Superintendent
Citizens of the World Charter Schools, Cincinnati
4324 Homer Avenue, Cincinnati, Ohio 45227

If to SPONSOR:

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

Copies to:

The Thomas B. Fordham Foundation
130 West Second Street, Suite 410
Dayton, Ohio 45402
Attn. Kathryn Mullen Upton

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

Article XXII. Nonwaiver

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

Article XXIII. Force Majeure

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

Article XXIV. No Third-Party Rights

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

Article XXV. Nonagency

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

COMMUNITY SCHOOL CONTRACT

Article XXVI. Statement of Assurances for Start-Up Schools

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

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

By: Michael Petrilli
Michael J. Petrilli
President

DATE: 5/14/2021

**THE GOVERNING AUTHORITY OF
CITIZENS OF THE WORLD CHARTER
SCHOOLS, CINCINNATI**

BY: Anne Cervenka
Governing Board Representative

DATE: 5/14/2021

Exhibit 1. Education Plan

A.1 Mission

CWC Cincinnati mission

The mission of CWC Cincinnati is to provide an excellent public education focused on developing and demonstrating understanding while building connections within a diverse community.

A.1.1 Vision

Citizens of the World Charter Schools–Cincinnati (CWC Cincinnati) will provide a socioeconomically, culturally, and racially diverse community of students in Cincinnati with an intellectually challenging, experiential learning environment that develops each student’s potential, as individuals and as citizens of the world in which we live. We aim to provide a high-quality education for all students from Kindergarten to grade 6, laying the foundation for future school, professional, and personal success. By drawing on one of Cincinnati’s greatest assets—the diversity of the people who call it home—we seek to create a hub for community activity that truly reflects and embraces the ethnic, racial, and socioeconomic diversity of the neighborhood.

CWC community engagement in Cincinnati

This contract was born out of an extensive engagement effort to develop a thorough understanding of the needs, demands, and challenges of a high-quality replication in Cincinnati. CWC Schools began an initial evaluation process in 2016 and a formal on-the-ground planning period in May 2018.

During the 2018–19 planning period, CWC Schools’ team engaged with over fifty stakeholders with a varied range of expertise in Cincinnati, including community-based organizations, parents, the business community, real-estate specialists, and talent organizations. CWC has also hosted Cincinnati stakeholders at our schools in Los Angeles and Kansas City on five occasions since 2016, providing opportunities to see our model in action and to hear from our students, families, teachers, school leaders, and regional board members.

CWC Schools’ replication plans include the recruitment of a high-quality founding board of directors for CWC Cincinnati, the CWC Cincinnati executive director, and the founding CWC Cincinnati principal. The founding principal will then participate in CWC’s Institute, an in-depth school-leader-development cohort program to further ensure the fidelity of our replication to Cincinnati.

Citizens of the World Charter Schools (CWC Schools) is an intentionally diverse national network of charter schools that are a microcosm of the world that our children will one day lead. We believe that true equity will only be realized for all students when people from diverse

backgrounds learn together and from each other. CWC Schools challenge students to realize their full potential and to thrive in a diverse society.

CWC Schools' **purpose** is to realize human potential by strengthening the bonds among us and developing true citizens of the world. This purpose serves as a guide for CWC Schools (the national network) and our CWC regions. **The national network's mission** is to impact and expand the conversation about what an excellent education contains, requires, and accomplishes. We are preparing our students to emerge as a new generation of leaders—trailblazers who can tackle the current and future challenges of our world. And by expanding our Learning Model beyond just content mastery and achievement, to include a focus on the whole child, our students will learn to live within the context of today's and tomorrow's society.

A.1.2 Educational Philosophy

CWC Learning Model and educational philosophy

When we think about today's newspaper headlines and the struggles that we face as adults, we know that our children, more than ever, are going to have to learn to work well across lines of racial, cultural, economic, and any other number of differences. At CWC Schools, we seek to broaden the definition of what success looks like, beyond the traditional core academic focus, so that the education DNA of our schools allows our students to realize their full potential by intertwining academic mastery with strands for social-emotional development (SED) and difference and inclusion (DI).

And we believe that in order to truly realize success in each of these strands, we need to emphasize these three strands not just in our day-to-day interactions with students but also with our CWC staff and families. The three strands of our Learning Model come together to support our students' growth towards eleven Graduate Dispositions—the habits of character and mind that our students demonstrate upon graduation.

SELF	TOGETHER	WORLD
Self-Understanding	Communication	Systems Thinking
Self-Efficacy	Collaboration	Global Advocacy
Critical Thinking	Cultural Competency	Lifelong Learning
Adaptability	Empathy	

Our Learning Model describes a common vision for what an excellent education means at all CWC schools and how we deliver this to all of our students. Central to this model is the belief that true equity for all students lives in every aspect of school life. Given America's current and historical challenges to achieve racial and economic equity, we are going deep into **culture building in each of our regions**, with an emphasis on the "CWC Way" (our purpose, mission, core values, and operating norms), as well as a focus on difference and inclusion amongst our students, staff and families; both are essential to maintaining model fidelity in our schools.

A.2 Geographic Boundaries

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

A.3 Curriculum and Instruction

Following conditional approval in January 2020, the CWCS team set out to meet the terms set forth in the agreement:

- ELA curriculum: identify and implement a high-quality ELA curriculum that includes a systematic foundational phonics program highly rated by edreports.org or the What Works Clearinghouse and incorporating scientifically based instruction
 - Show progress preparing to teach/implement the new school team on the new ELA curriculum and use data to monitor student performance to inform student instruction
- Math curriculum: utilize the same or another high quality curriculum rated highly on edreports.org or the What Works Clearinghouse (implemented with the same fidelity as CWC Kansas City)
- All subjects: ensure Ohio standards are accounted for in all project-based materials

In order to ensure that the curriculum aligns with state standards, we focused first on hiring talent on the ground in Cincinnati who would be able to lead this process of selecting rigorous, high-quality curriculum across all subject levels. CWCS worked with the search firm Offor to hire Vanity Jenkins, the Executive Director of the region. Vanity started in early fall 2020. Vanity has served as a classroom teacher, 5th-8th grade level reading specialist, teacher coach, and a senior leader for the South Carolina region of Teach For America.

CWCS then worked alongside Vanity and the search firm NRG Consulting to hire Dr. Amy Crouse, the Founding Principal for the region. Amy taught everything from first grade to middle school before becoming a school administrator. Amy has been both a building level principal and a central office administrator with a focus on teaching and learning. She joined us in January and has spent the last five months focusing heavily on the curriculum selection process and implementation plan for staff. An overview of the curricular considerations and implementation plan are outlined below.

Considerations for Curriculum Selections

When making final selections of curriculum the CWC Cincinnati instructional leadership will take into account the following considerations:

- The curriculum must be highly rated (i.e., all green) by edreports.org or by the What Works Clearinghouse
- The curriculum must be academically rigorous enough to challenge and support all students. This includes:
 - Alignment with Ohio's Learning Standards
 - Based on the science and research in the field
 - Supported with a strong system of assessment for guiding teacher decision making and personalizing the student experience

- The curriculum must offer vendor supports for teacher development and decision making in order to support full fidelity to the program.
- The curriculum would ideally extend K-6, in order to allow for a full implementation of the program across the entire school once it reaches full enrollment.

English Language Arts

There are additional considerations when selecting the English Language Arts curriculum. Because this is a founding school year, we consider it essential to have a program that incorporates all foundational early literacy components within the program itself, rather than as add-on components. The instructional team probed on each ELA program's approach to:

- Phonemic awareness and letters
- Systematic phonics instruction
- Fluency (automaticity and prosody)
- Comprehension strategies
- Vocabulary

The team also considered each program's writing instruction as well as the level of exposure to reading-connected text at both an instructional and independent reading level and consistent access to texts that are at or above grade level.

With these considerations in mind, the CWC Cincinnati team has narrowed down an ELA curriculum to two options: American Reading Company (ARC) Core K-8, and EL Education K-5 Language Arts.

Math

When considering Math curriculum options, in addition to the broad considerations listed above for all curricular selections, the CWC instructional team will probe on each program's conceptual problem-solving for young learners, computational fluency, level of rigor for students ready to progress, and support for teacher professional development in mathematics and mathematical progressions. The number of rigorous Mathematics curricula that meet these needs are lacking—even Everyday Math, the program utilized by CWC Kansas City, only partially meets expectations according to EdReports. The CWC Cincinnati team has narrowed down a Mathematics curriculum to two selections: Illustrative Mathematics and enVision Mathematics Common Core K-8.

Implementation

As noted above, one of the key considerations for curriculum selections hinged on vendor supports for teachers. All CWC Cincinnati educators will go through three weeks of professional development prior to the school year, but the school will facilitate a virtual "onboarding" with the ELA and Math programs to support foundational understanding with each program prior to the August PD in order to allow for educators to spend their time in August focused on classroom delivery. In addition to this summer professional development prior to the start of the school year, the instructional team will utilize the extensive PD opportunities available within each Math and ELA program option for additional asynchronous learning and coaching throughout the year. In addition, at the end of each quarter, the team will dedicate PD time

facilitated by the principal or another instructional expert to map the upcoming quarter to ensure standards alignment.

The selection of the learning standards for each core subject is based on academic rigor, vertical articulation, and theoretical alignment with the our theory of learning. CWC Cincinnati will focus on developing higher-order thinking skills and applying them to content-specific learning. Instruction based on these standards will prepare students for both proficiency in content and the development of lifelong learning skills and strategies for a complex society in which students will grow into agents for meaningful communication, shared understanding, and constructive change.

The key elements of CWC Schools' Learning Model include aligning with Common Core and/or state social studies and history standards in each of the network's regions. The first region in the CWC network, Los Angeles, adopted the Common Core State Standards in 2010. In Kansas City, CWC's newest region, the Missouri State Board of Education implemented the Missouri Learning Standards in 2016. With this information as context, CWC Schools has extensive experience in supporting regional CWC leadership to implement standards and curriculum practices that are fully aligned with local state standards and with the CWC Learning Model. CWC Cincinnati's curriculum and academic program will be aligned with the standards outlined in Table 1 below.

CWC Cincinnati student learning standards

Subject	Grade span	Standards chosen
English Language Arts	Elementary	Ohio Learning Standards (aligned to Common Core State Standards ¹)
Math	Elementary	Ohio Learning Standards (aligned to Common Core State Standards ²)
Science	Elementary	Ohio Learning Standards (based on Next Generation Science Standards)
Social studies	Elementary	Ohio Learning Standards in Social Studies
Health/physical education	Elementary	Ohio Health/Physical Education Standards
Arts/music	Elementary	National Core Arts Standards
English language learner standards	Elementary	World-Class Instructional Design and Assessment (WIDA)

Each example demonstrates our focus on children as active agents in their own thinking and learning. The standards focus on skills that can be applied in new and challenging learning

¹ Ohio Department of Education, Crosswalk between 2017 Ohio Learning Standards and 2010 Common Core State Standards (ELA): <https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/New-Ohio-Learning-Standards-Crosswalk-for-ELA-2017.pdf.aspx?lang=en-US>

² Ohio Department of Education, Crosswalk between 2017 Ohio Learning Standards and 2010 Common Core State Standards (Math): <https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/Math-Standards-Comparison.pdf.aspx?lang=en-US>

COMMUNITY SCHOOL CONTRACT

situations, and they will prepare students for the rigor of academic expectations at CWC Cincinnati and beyond in their college and career experiences. ELA and mathematics curricula will be aligned with the Ohio Learning Standards, which are closely mapped to the Common Core State Standards. We consider the Common Core State Standards to be an exceptionally strong resource for our mission of preparing our students to be citizens of the world in the twenty-first century. Science will align with the Ohio Learning Standards, adapted from the Next Generation Science Standards. Social studies will focus primarily on the Ohio Learning Standards, with references to the Common Core State Standards and Next Generation Science Standards incorporated into specific projects. CWC Cincinnati's arts and music program will align with the National Core Arts Standards, which focus on creating, performing, presenting, producing, responding, and connecting, allowing CWC Cincinnati to incorporate art and music across the curriculum as an avenue to gain and express understanding of other subject matter.

Additional standards for English language learners

CWC Cincinnati will meet the educational needs of all students in an environment that fosters an appreciation and understanding of other languages and cultures. Our English language learner (ELL) program promotes a belief in accepting, affirming, and accommodating the home language and culture of all students. Students at CWC Cincinnati will learn under the English Language Development Standards defined by WIDA (formerly World-Class Instructional Design and Assessment), in tandem with the Common Core and Ohio Learning Standards. The specific standards include social and instructional language, language of language arts, language of mathematics, language of science, and language of social studies, covering four language domains (listening, speaking, reading, and writing).

Students will be engaged in the type of rich instruction called for in Common Core and Ohio Learning Standards, with appropriate scaffolding that attends to their particular language-learning needs. The standards assist school leadership and teachers in evaluating, monitoring, and implementing instructional methods and resources regarding each student's baseline language skills and proficiency in the areas of reading, writing, speaking, and listening. The WIDA consortium includes more than thirty states and is recognized as establishing best-practice standards on which teachers can build language-acquisition skills.

School leadership and the student-success team will meet with teachers on an ongoing basis to evaluate and plan curriculum and differentiated instruction to support the language development of students learning English. Teachers play an important role in creating the support structures that help emphasize academic language for students in the ELL program, incorporating the use of visual aids and ensuring opportunities for cooperative learning that utilize authentic interactions to practice and implement vocabulary and language.

Methods of instruction

At CWC Cincinnati, high-quality instruction will be measured in terms of (1) the expertise of delivery, (2) the use of approaches considered best practices in the field, and (3) a commitment to reflection and analysis for continued growth and improvement.

Expertise of delivery

High-quality instruction requires teachers who have each of the following areas of expertise and are supported through ongoing professional development across these areas to ensure their continued growth and refinement of skills.

- **Expertise in child development:** An understanding of how children within differing age levels think and learn based on their development from infancy to adulthood and an understanding of the interrelation between cognitive, social, emotional, and physical development across stages of development
- **General pedagogical expertise:** A working knowledge and developed skill set around instructional practices and methods that address classroom management and generalized instructional strategies

- **Subject-matter expertise:** Expert understanding of and facility with the subject matter taught
- **Specific subject-matter pedagogical expertise:** A working knowledge and developed skill set around instructional practices and methods specific to the subject matter taught, such as science as unique from English literature as an academic subject for instruction

Identifying, recruiting, supporting, and maintaining an exceptional faculty will include focus on all of these areas of expertise and will be the first priority toward ensuring high-quality instruction.

Use of approaches considered best practices in the field

The instructional model developed and integrated at CWC schools is based on more than a century of research and practice in the field. The model focuses on bringing together strategies that allow for differentiation to meet the needs of diverse learners, including students with varying levels of disability and ELL students (see later in this section for specific strategies for serving students with disabilities, ELL students, struggling students, and gifted students). The model allows for the individual construction of understanding that is central to our philosophy. Teachers are provided with resources and ongoing development around practices such as Teaching for Understanding, purposeful release of responsibility, and more in order to prepare them to meet the many needs and challenges of their students.

Commitment to reflection and analysis for continued growth and improvement

Professional development will be a strong and ongoing commitment at CWC Cincinnati. It will include an intensive Summer Institute experience for three weeks prior to the opening of school each year, dedicated workdays throughout the school year, utilization of regional and national expertise, and procurement of regional and national experts outside of our organization.

Input for planning ongoing professional development will come from all stakeholders, including CWC Schools, regional leadership, and school faculty and staff. Each professional-development experience will be planned, delivered, and assessed with a team of stakeholders to ensure an adequate breadth of viewpoints and focus on ongoing improvement and refinement of the program and opportunities.

Instructional methods progressing from Kindergarten to sixth grade will be marked by both continuity and change. Continuity will come from the alignment of instructional methods with our philosophy of learning and our CWC Cincinnati mission and model; change will come from their alignment with the cognitive, social, and emotional-developmental needs and abilities of the students. In this regard, teachers will be provided time to reflect in order to refine their strategies as their understanding of each individual learner increases. Change will come as students advance through the program, allowing teachers at higher levels to build off the learning and development secured in previous years. At each subsequent level, instructional methods will provide students with access to a broader range of experiences; greater breadth of exposure; and higher demand for individual choice, reflection, goal setting, and personal responsibility.

CWC Cincinnati's instruction will rely on the set of instructional approaches and practices. Some are focused on a single-subject discipline, while others span multiple subject areas. Moreover,

these approaches and practices do not stand alone but, rather, influence each other. Together, they represent the practical means that our teachers and school leaders will employ in operationalizing CWC Cincinnati's mission and Learning Model. Teachers will draw on multiple strategies in planning, delivering, and adjusting their instruction.

Teaching for Understanding

For instructional planning, CWC Cincinnati will rely on Teaching for Understanding, an educational tool that uses the following four questions as a foundation for its framework: What topics are worth understanding? What about these topics needs to be understood? How can we foster understanding? How can we tell what students understand? The Teaching for Understanding framework includes key elements based on the four questions. This framework provides the structure for instructional planning.

- **Throughlines:** Overarching goals, or *throughlines*, describe the most important understandings that students should develop during an entire school year. The understanding goals for particular units should be closely related to one or more of the overarching understanding goals of the course.
- **Generative topics:** *What topics are worth understanding?* The topics of exploration have multiple connections to students' interests and experiences and can be learned in a variety of ways. They are central to the discipline, engage both students and teachers, and build on previous topics.
- **Understanding goals:** *What about these topics needs to be understood?* These goals are statements or questions that express what is most important for students to understand during the period of a unit; over a course (understanding goals); or over a long duration, such as a school year (throughlines).
- **Performances of understanding:** *How can we foster understanding?* These are activities that both develop and demonstrate students' understanding of the understanding goals by requiring them to use what they know in new ways.
- **Ongoing assessment:** *How can we tell what students understand?* This is the process by which students get continual feedback about their performances of understanding in order to improve them.

These same guidelines can be applied to teaching at all grade levels. By planning in this way, we will ensure that all aspects of our instructional units focus on students' understanding.

Project-based learning

CWC Schools defines project-based learning as a curricular and pedagogical strategy that organizes students' mastery of Common Core and state learning standards into projects that are integrated across the core academic disciplines. Furthermore, as reflective learners, students connect what they have learned to their own lives or real-life experiences. Rather than having students study mathematics, then separately study science, and then separately study language arts, project-based learning integrates skills and knowledge attainment through meaningful scenarios involving compelling and engaging topics. Thoughtful questions and activities help children synthesize their new knowledge and apply it to novel situations. Thematically

integrated, project-based units are often a highlight for students and are engaging opportunities for them to develop high-level critical thinking in a creative, hands-on way. These units provide students with multiple ways to approach and demonstrate learning. In creating its instructional project-based learning units, CWC Cincinnati will rely on the Teaching for Understanding framework to strengthen the integration of academic areas in a meaningful way. Based on frameworks provided by existing CWC regions and the purchased commercial curricula, grade-level teams will compile and refine integrated project-based learning units in which the science and social studies thematic elements draw cross-curricular content together into integrated units.

Data-informed instruction

As championed by the U.S. Department of Education, we intentionally use the term data-informed decision-making “in preference to the more common term ‘data-driven decision making’ in recognition of the fact that few decisions are based wholly on quantitative data.”³ The following discussion from *Forbes* magazine further illustrates this interplay of high-quality data and judgment.

Being data informed is about striking a balance in which your expertise and understanding of information plays as great a role in your decisions as the information itself. It’s like flying an airplane. No matter how sophisticated the systems onboard are, a highly trained pilot is ultimately responsible for making decisions at critical junctures. . . . Given access to increasingly sophisticated data, good decision makers don’t just put everything on autopilot and rely on data alone; instead, they use the data to move faster and more nimbly than they could otherwise.⁴

CWC Cincinnati will receive and review data from its assessment suite. CWC Schools analyzes and distributes data to our regions from nationally normed assessments (such as state assessments and those from the Northwest Evaluation Association or NWEA). CWC Cincinnati will also have internal unit assessments to inform instructional practice. Finally, teachers will collect informal data on a daily basis during whole-class and small-group instruction. Examples of such data include individual content based on exit tickets, rubric-based student self-assessments from a project or activity, or teacher observations of student participation. Teachers, supported by school leaders, will analyze standardized and classroom-based assessment data. Through this analysis, they will identify trends of mastery and difficulty for individual students, groups of students, and the class as a whole and will consider those trends in light of observational data and their professional judgment. They will identify skills, concepts, and strategies in need of further instruction. Based on the trends, they will determine whether whole-class reteaching, small-group intervention, or individual tutoring is the appropriate response.

³ U.S. Department of Education. 2009. *Implementing Data-Informed Decision Making in Schools – Teacher Access, Supports and Use*.

⁴ “Be Data-Informed, Not Data-Driven, For Now” <http://www.forbes.com/sites/homaycotte/2015/01/13/data-informed-not-data-driven-for-now/>

Differentiated and personalized

CWC Schools does not believe in “one-size-fits-all” instruction. In Kindergarten through sixth grade, we differentiate instruction by providing targeted content and levels of support as needed. This approach allows for stronger relationships between students and faculty and greater understanding of individual learners. This understanding can be utilized to scaffold instruction to support learners in their natural learning style. Classroom teachers, teaching associates, reading specialists, enrichment staff, and special education staff will all be involved in this work. Our low teacher-to-student ratio and classroom support staff in elementary grades allow for flexible grouping during the school day. Furthermore, our use of the workshop model and project-based learning provide for substantial independent work time in which teachers can meet with small groups and conference with individual students. We will take advantage of classroom-wide and individual performance data to tailor our instruction to the specific needs of our students. Comprehensive, ongoing assessments help teachers monitor and refine the impact of their curriculum on each child throughout the school year. By analyzing assessment data, our teachers identify skills and concepts requiring further instruction for individuals, groups of students, and each class as a whole.

Purposeful release of responsibility

Learning occurs best when the appropriate instructional technique is selected based on the objective to be taught and the needs of the learner. The purposeful release (or gradual release, in Figure 7 below) of responsibility can provide a useful way of categorizing instructional methods to help students become more independent. In short, this instructional model presents a process in which the responsibility for learning is released from the teacher to the student. It requires that the teacher intentionally transition from owning “all the responsibility for performing a task . . . to a situation in which the students assume all of the responsibility.”⁵ In the gradual-release model, teachers offer varying degrees of support to promote student learning.

In some cases, a single lesson contains components from multiple levels of purposeful release of responsibility. During a workshop, the teacher might teach a mini-lesson to the whole class in which he or she briefly demonstrates a specific technique (demonstration). Then students are sent off to apply the technique independently to their project (independent practice), and the teaching associate observes and assists as needed. The teacher leads a small group of students who are likely to need more support, based on previous assessments. During this lesson, the teacher coaches them in applying the technique to their work (guided practice).

This gradual release may also occur over time. For example, the ultimate goal of reading instruction is independent reading, in which students select texts and read independently. Knowing that, the teacher can use this framework to structure instruction to release elements of reading to the student over time. As time progresses, the texts for each type of instruction should become more difficult. As a student becomes a more skilled reader, he or she should be able to independently read a book that was once accessible only if the teacher read it aloud (Gaffney and

⁵ Duke, N. K., & Pearson, P. D. (2002). Effective practices for developing reading comprehension. In A. E. Farstrup & S. J. Samuels (Eds.), *What research has to say about reading instruction* (pp. 205–242). Newark, DE: International Reading Association.

Anderson, 1991).⁶ Another way to think of this release is as a progression from “I do; you watch” to “you do; I watch.”

At CWC Cincinnati, teachers will use a range of instructional strategies to ensure that students progress from “watching” (I do; you watch) through “helping” to “doing” (you do; I watch). This is one example of a scaffolding process that supports not only learning but broader development in alignment with our philosophy by supporting students’ understanding of the steps necessary to advance their own learning. This evidence-based model “emphasizes instruction that mentors students into becoming capable thinkers and learners when handling the tasks with which they have not yet developed expertise” (Buehl, 2005).⁷ The purposeful release of responsibility model of instruction has been documented as an effective approach for improving writing achievement (Fisher and Frey, 2003),⁸ reading comprehension (Lloyd, 2004),⁹ and the literacy outcomes of ELL students (Kong and Pearson, 2003).¹⁰ The ultimate goal of instruction is independence, such that students are self-reliant and able to demonstrate their understanding without teacher support.

English Language Arts

At CWC Cincinnati, we have adopted a balanced approach to teaching literacy, with an emphasis on promoting authentic reading and writing, often presented in a workshop structure. During workshops, teachers present a mini-lesson to the whole class, which briefly demonstrates a specific technique. Then students are given the opportunity to apply the technique independently to their project. Teachers conference with students and lead small groups for those who are likely to need more support, based on previous assessment. During these lessons, teachers observe and assist as needed, coaching students in applying the technique to their work (teachers can also utilize the workshop structure for other subjects, in addition to reading and writing). The balanced literacy instructional methodologies that make up this approach serve as our core techniques for teaching reading and writing, as indicated by the examples below.

Reading

- **Interactive read aloud:** The teacher reads a text aloud and takes the opportunity to engage students in higher-level thinking skills through question-and-answer techniques, discussions, making personal connections, and learning vocabulary with texts that are more complex than students can read for themselves.
- **Literature discussions and book clubs:** These discussions begin as brief turn-and-talk moments during interactive read aloud. This sets the stage for transitioning into brief small-group discussions and, as students mature, into independent book clubs in which students read, respond to, and analyze literature.

⁶ Gaffney, J. S., & Anderson, R. C. (1991). Two-tiered scaffolding: Congruent processes of teaching and learning. In E. H. Hiebert (Ed.), *Literacy for a diverse society: Perspectives, programs, and policies*. NY: Teachers College

⁷ Buehl, D, “Scaffolding,” Reading Room, 2005, (November 11, 2006).

⁸ Fisher and Frey, 2003.

⁹ Lloyd, S. L. 2004. “Using Comprehension Strategies as a Springboard for Student Talk,” *Journal of Adolescent and Adult Literacy*

¹⁰ Kong, A. and P. D. Pearson. 2003. “The Road to Participation: The Construction of a Literacy Practice in a Learning Community of Linguistically Diverse Learners,” *Research in the Teaching of English*, 38.

- **Shared reading:** Students read aloud from a common enlarged text (big book, chart, or projected text) to practice technical reading skills, fluency, accuracy, and various new word strategies.
- **Guided reading:** The teacher brings together a group of students who are similar in reading level based on assessment. Each student has an individual copy of a shared text, and students read aloud using “popcorn” reading (calling on students at random to read aloud) or a prearranged order. The processes and strategies support active listening, following text visually, and fluency and confidence in reading aloud.
- **Reading conference:** Teachers converse with students individually about their reading to provide brief targeted coaching, usually focused on one concept or skill, such as comprehension or a word attack strategy.
- **Technical reading skills:** Teachers use phonics, phonemic awareness, word attack strategies, and word studies to support readers as they develop the basic skills of letter sounds, blending letters, and sight word development.

Writing

- **Modeled writing:** The teacher demonstrates the process of writing in a particular genre, while thinking aloud to reveal his or her mental processes while writing.
- **Interactive writing:** This method is very similar to shared writing (in which the students and teacher compose the text together but the teacher alone writes down the composition), with the addition of asking students to write some portion of the text. This technique is used with beginning writers only and focuses on the features of letters and words.
- **Writing mini-lessons:** Mini-lessons might address issues of grammar, sentence structure, or spelling, as needed for the level or genre of writing being studied.
- **Writing conference:** Teachers converse with students individually about their writing to provide brief targeted coaching, usually focused on one concept or skill.

Taken together, the balanced literacy instructional techniques are structured according to the principle of the purposeful release of responsibility, in which responsibility is released from the teacher to the student. As such, the contexts vary according to the degree of teacher support and learner control. In their book *Guided Reading: Good First Teaching for All Children*, Fountas and Pinnell assert, “Each element requires a different level of support from the teacher and respects the level of control or independence of the children.”¹¹

For example, during read aloud, the teacher does the majority of the work and the students respond. The teacher reads the book aloud and then engages students in a discussion. During shared reading, the teacher leads the students in reading from an enlarged text that they all can see. The students may chime in as the teacher is reading, or the teacher may ask the students to read certain portions of the text on their own. Though the teacher is still primarily responsible for the reading, she or he is beginning to release some of the responsibility to the students. In contrast, during guided reading, the student is responsible for reading the entire text alone, though the teacher supports the student in doing so. The teacher introduces the book and then,

¹¹ Fountas, Irene, and Gay Su Pinnell. 1996. *Guided Reading: Good First Teaching for All Children*. Portsmouth, NH: Heinemann, p. 25.

during the reading, is highly selective with regard to the support that he or she offers (Fountas and Pinnell, 1996, p. 131).¹² In this way, the responsibility for the reading rests primarily on the student. The ultimate goal of this type of reading instruction is independent reading in which the students select and read independently. To scaffold students toward this independence, teachers conference with them about the books they are reading during reading workshop. Over time, the texts for each type of instruction should become more difficult. As a student becomes a more skilled reader, he or she should be able to read independently a book that was once accessible to him or her only if the teacher read it aloud (Gaffney and Anderson, 1991).¹³

The writing components can be similarly represented as a purposeful release of teacher support to learner control. In shared writing, the students and teacher compose the text together, but the teacher alone writes down their composition. In interactive writing, once again the teacher and students compose together. However, using this method, the teacher assigns some of the responsibility for writing the text to the students. What the teacher asks students to write should depend on their instructional needs. For example, in the case of students who are just beginning to write, the teacher may ask them to write only the initial sounds while she or he constructs the rest of the word. For more advanced writers, the lesson might focus on finding an authentic voice or using evidence effectively. In a writing workshop, the teacher releases more of the responsibility to the students. Though the teacher guides the process and provides support through mini-lessons and conferences, the students are responsible for composing and constructing their own pieces. Once again, the ultimate goal of all of this writing instruction—shared writing, interactive writing, and writing workshop—is to foster independent writing in which students compose and construct written pieces on their own.

Mathematics

CGI is a comprehensive approach to teaching mathematics at CWC Cincinnati. CGI intersects with the Ohio Learning Standards (aligned with the Common Core State Standards of Mathematical Practice). Particularly, CGI-based learning not only asks students to reason abstractly and quantitatively but also propels them to construct viable arguments, articulate their mathematical thinking, and critique the reasoning of others at the depth required within the learning standards. Additionally, a central premise of CGI focuses on the use of word problems as a tool for teachers to deeply understand and analyze their students' ability to model quantitatively and convey their mathematical thinking. Therefore, CGI not only supports students' mastery of learning standards in mathematics but also helps to leverage their literacy development. As part of our professional development, CWC Cincinnati school leaders will visit and collaborate with other schools within the CWC network that have successfully used CGI to ensure rigorous differentiation within their mathematics workshops.

In addition, CWC Schools encourages regions to select from existing commercial curriculum resources in math that are currently being implemented across the network. These include Everyday Mathematics; Investigations in Numbers, Data, and Space (from TERC, formerly the

¹² Fountas, Irene C., and Gay Su Pinnell. 1996. *Guided reading: good first teaching for all children*. Portsmouth, NH: Heinemann.

¹³ Gaffney, J. S., & Anderson, R. C. (1991). Two-tiered scaffolding: Congruent processes of teaching and learning. In E. H. Hiebert (Ed.), *Literacy for a diverse society: Perspectives, programs, and policies*. NY: Teachers College

Technical Education Research Centers); and Contexts for Learning Mathematics. The choice of program will be made based on alignment with Ohio Learning Standards and Common Core State Standards and the experience of CWC Cincinnati's leadership and faculty. These curricular programs support a similar view of the student as an active participant in learning while simultaneously recognizing the process of development of logical-mathematical thinking skills across the elementary years. These programs are aligned with CWC's philosophical understanding of learning and include teacher instructions to ensure that standards are being addressed at the appropriate level.

Science and social studies

Like other areas of study, CWC Cincinnati's science curriculum is at its core inquiry based. Students will engage in science via exposure to real-world concepts and cross-curricular themes and will regularly apply critical-thinking skills and test new ideas and hypotheses through experimentation. Specific content includes physical science, life science, and earth systems science. Students learn to explore the world around them through an inquiry-based approach. Across all grade levels, students ask questions, make observations and discoveries, gather data, analyze explanations, and communicate results and scientific arguments.

Through hands-on project-based units, CWC Cincinnati's social studies curriculum aims to provide students with rigorous, inquiry-based, lessons and units that will allow them to acquire core knowledge in this area. At all grade levels, CWC Cincinnati students work to think like historians and social scientists so that they can recognize connections between present and the past in order to reach a greater understanding of themselves and the world around them.

In addition to the differentiated instruction that occurs within the core academic subjects (reading, writing, and math workshops), students encounter rigorous, creative, and joyful learning experiences within their science and social studies blocks. Reflecting on our students' high achievement, we credit their success to our instructional model. These units contain ongoing assessments designed to monitor students' developing understanding, based on which teachers adjust accordingly. CWC Cincinnati will use the Teaching for Understanding framework to create integrated science and social studies units that not only embed standards but are also delivered in a hands-on manner. Within these project-based units are hands-on activities that require students to apply their academic skills and understanding of a topic in a multitude of ways. These units prompt the kind of high-level critical thinking that we know to be essential when developing the minds of twenty-first-century learners who can not only succeed on standardized tests but also collaborate and successfully work through multiple aspects of complex analysis and problem solving.

Health/physical education

In physical-education classes at CWC Cincinnati, children develop their confidence and skills with an emphasis on body and spatial awareness. Students learn personal versus shared space as well as fundamental locomotor, nonlocomotory, and manipulative skills and applications. The introduction of team lead-up and cooperative games and activities help to promote good sportsmanship and fair team play. Sport-specific units of study include basketball, soccer, tennis,

kickball, and volleyball. In addition to the vast array of sports skills and team-sport fundamentals that are taught, activities for practicing effective social skills such as active listening, conflict resolution, and compromising with others are interwoven, as well.

Arts and music

CWC Cincinnati will facilitate visual-arts instruction through teacher-developed and school-purchased materials and supplies (paper, paints, pencils, scissors, and so on). For our younger grades, we intend to develop a comprehensive art studio with appropriate resources tied to state grade-level standards as our school grows and space permits. In the early elementary grades, teachers will develop music projects aimed at meeting national arts standards. Part of this instruction will be a weekly “morning sing,” in which the early grades practice with teachers throughout the week, building up to the Friday schoolwide performance. At the elementary levels, classroom teachers will work with enrichment teachers to integrate standards-aligned arts and music projects into other subject areas. Teachers will link larger, unit-based projects to the National Core Arts Anchor Standards. For example, CWC Kansas City’s class project to develop a mural (see photo above) addressed the anchor standard of Creating, defined as “conceiving and developing new artistic ideas and work.”

Our instructional approaches and practices (project-based learning, for example) enable CWC schools in our existing regions to incorporate arts and music as yet another means to facilitate student mastery of core academic standards. Arts and music also assist in serving the whole child and addressing each student’s array of multiple intelligences. The arts will be integrated into core classroom instruction as they relate to core academic skills development and project-based learning. We intend to offer dedicated classes in the domains of music and visual arts for all students weekly and have projected dedicated arts and music staff accordingly.

Evaluation and adjusting the effectiveness of CWC Cincinnati’s instructional methods

Integral to our philosophy is the notion that every child creates his or her own understanding. This process brings together two powerful forces: the mental schema that has been created by the child’s life experiences and prior learning and the unique balance of mental processing that supports the child’s new learning. The instructional approaches and practices selected for use within the CWC model provide the greatest breadth of exposure to learning experiences for each child, ensuring that each unique learner encounters a pathway to understanding well suited to his or her own learning needs.

Regular reflection on the effectiveness of our methods to ensure that students are meeting their goals is crucial to our mission and built into our processes at every level. This reflection incorporates multiple inputs. As a national network, we strive to stay up to date on best practices and research-based methodologies through participation in national conferences, research fellowships, and consultation with expert partners. This includes providing leaders in each CWC region with structured opportunities to discuss their schools’ challenges and successes with their regional counterparts across the country. Establishing a learning community takes time, and having the ability to collaborate with other CWC leaders will be a critical tool for CWC Cincinnati’s executive director and principals. Regionally, we reach out to partner organizations

to bring in instructional supports and curriculum extensions that enhance the model for a specific need or community. Regions have drawn on the expertise of local university professors, U.S. Department of Education training opportunities, and foundation-funded learning communities. Ongoing professional development exposes our educators to new strategies as well as adjustments to improve upon our current strategies.

Professional development for faculty members, both in CWC's regional Summer Institutes and throughout the year, may focus on support programs from a curriculum publisher; instructional experts from the CWC network or a school or network with a similar model or shared program; or experts in special education, English-language acquisition, social and emotional development, or difference and inclusion. Individually, our faculty and staff are empowered and motivated to seek out best practices, incorporate new strategies into their proven routines and procedures, and share beneficial approaches with their colleagues.

Accommodating all students and learning styles

At CWC Cincinnati, teachers will learn to design curriculum and apply instructional strategies that meet the varying needs of all learners, including gifted students. CWC Cincinnati, supported by CWC Schools, will intentionally seek high-quality teachers with this background and skillset. Staff will use a variety of teaching styles in order to encourage all students to reach their potential. CWC Cincinnati is committed to allowing and encouraging students to move fluidly and appropriately to push and challenge themselves to learn at their appropriate zone of development. CWC Cincinnati has a staffing plan that prioritizes the development of individual relationships between faculty and students. Each Kindergarten classroom will have a teacher and a teaching associate. A full-time enrichment teacher and a reading specialist will support them in year one. CWC recognizes that enrichment teachers often can often bring in instructional expertise that gives greater breadth and understanding to all the unique learners we hope to serve. In addition, from year one onward, CWC Cincinnati will incorporate an inclusive special education staff that pushes into classrooms with one-on-one support when needed and additional support across the spectrum.

Resources and instructional materials

CWC Cincinnati will use commercial curricular materials as the foundation for the curriculum, providing scope and sequence documents aligned with the Common Core, Ohio Learning Standards, and the Next Generation Science Standards. The goal is to create the proper balance of structure, guidance, and support for teachers opening a new school, while still allowing opportunity for creative, standards-aligned curriculum development to flow from the faculty grade-level teams and make the CWC Cincinnati curriculum unique to the regional needs and individualized learning of the children enrolled. All purchased materials will be supported and supplemented by shared resources across the CWC network, including conceptual frameworks, unit plans, lesson plans, and assessments developed over time by network instructional teams. By accessing the instructional experience and talent within the network, CWC Cincinnati will be able to maximize the potential of a teacher-developed and model-aligned curriculum.

Beginning with research-based, purchased materials combined with network-designed additions with strong alignment already built in, minimal adjustment to the preplanned curricular scope and sequence is anticipated in the first year of any grade level. Thus, the process to implement this curriculum will include the following:

- Prior to the beginning of the school year, the principal will oversee a regional team of curriculum reviewers, including classroom and enrichment teachers and (when hired) the assistant principal. This team will review the scope and sequence documents provided by the commercial curricular publishers. With each new grade level added, the principal will make adjustments, if necessary, and provide the scope and sequence documents to teachers during the Summer Institute professional-development convening.
- During the Summer Institute, teachers will work in grade-level teams and academic-content teams to map out the year and determine whether adjustments need to be made to the scope and sequence documents provided. From year to year, adjustments will be made to better align content across curricula to accommodate integrated project-based learning modules or to reorder particular concepts based on assessments and observations of learning, as well as to incorporate unique regional or community-based events, history, and environmental factors.
- Each year, grade-level teams will reconvene to refine or modify the scope and sequence based on the prior year's experiences. When adjustments are made, grade-level teams overseen by the principal will revise and develop new scope and sequence documents, which the principal will approve.

Grade-level teams of teachers will be provided a basic framework and unit guide with which to develop integrated project-based learning units for science and social studies (in addition to ELA and mathematics). In this way, teachers can utilize the Teaching for Understanding methodology of devising unit lesson plans, learning outcomes, and assessments in advance. However, for instruction to be truly effective, curricular maps, units, and lesson plans need to be routinely revised to accommodate new assessment information (data-informed instruction), and lessons need to be customized to suit the learning needs of individual students (differentiated instruction). In order to provide instruction that is both data informed and differentiated, teachers will receive professional development and administrative guidance in interpreting assessment data of all types, making objective observations, and adjusting instruction and curriculum to best serve student needs. CWC Cincinnati teachers will collaboratively map out units of study and can utilize the existing examples provided by the CWC network, based on the commercial curriculum with an emphasis on mastering the selected standards. This reflective practice will be revisited each year as CWC Cincinnati's faculty gains even more experience and deeper understanding of the model and their students' individual needs.

As teachers implement their lesson plans, they will be continuously assessing their own efficacy and impact on individual students in the classroom by utilizing specific data and analysis of subgroups. Our instructional program will be informed by student data gathered by the teachers themselves in order to make informed decisions about assessment, curriculum, pedagogy, and student services. Teachers will continuously look at student work and questions in order to inform, structure, and refine their instructional practice. In addition, each year CWC Cincinnati will recruit teachers with a range of different experiences and backgrounds, most likely including

experience in district, charter, Montessori, and independent schools (CWC Schools has noted the quality of Xavier University’s Montessori training program and would be interested in pursuing potential partnership). CWC Cincinnati leadership will prioritize stimulating and creative professional-development opportunities along with community partnerships that will further drive the creative process of designing unit and lesson plans. Teachers will base their pedagogical decision making on collective research and share best practices regularly, both within grade-level teams and across grades. In addition, teachers will be able to draw upon the extensive planning and materials already developed by teachers from the other CWC schools, facilitated by regional executive directors ahead of the Summer Institute. In effect, our teachers will form a true national community of learners as they take a more reflective and analytical approach to their instruction.

English Language Arts

The elementary ELA curriculum is designed to build and strengthen skill sets in listening, speaking, reading, researching, writing, and language conventions. Students will be able to appreciate and use their communication skills, vocabularies, and writing abilities in an authentic manner both within their literacy blocks and throughout their schoolwork and project activities. We will also emphasize the writing process necessary for clear and effective academic writing as students apply their developing understanding of writing techniques in various genres from narratives to research papers. Students will become familiar with the elements and techniques of literature, including plot, setting, character, narrator and voice, theme, irony, foreshadowing, and symbolism. They will learn to become literary critics of poetry, drama, short stories, and novels. These efforts are supported by grammar and vocabulary practice. Use of inquiry and the discovery process encourages students to fully challenge and engage their diverse learning styles. Furthermore, by using an integrated curriculum, CWC Cincinnati will develop students’ communication skills in all subject areas.

CWC Cincinnati is working with local and national experts to ensure the curriculum selected is aligned with the school’s mission, vision, and learning model, and will support the replication of a high-quality school model. The curriculum will have a significant commitment to culturally responsive pedagogy, will be supportive of teacher use and decision-making (without being scripted), and will be academically rigorous in challenging and supporting all students. Possible programs under consideration include, but are not limited to, American Reading Company (ARC) Core K-8, and EL Education K-5 Language Arts, both of which are highly rated by various instructional material reviewers.

Citizens of the World – Cincinnati will identify and implement a high-quality ELA curriculum in the Cincinnati school, to include an early reading program highly rated by edreports.org or the What Works Clearinghouse and incorporating scientifically based instruction;

Citizens of the World – Cincinnati will evidence demonstrated progress of preparing the new school team to teach/implement the new ELA curriculum and use data to monitor student performance and inform instruction; and,

Citizens of the World – Cincinnati will analyze alignment of the project-based materials being used in all subjects to ensure that all Ohio standards are accounted for.

ELA curriculum will be finalized by June 2021.

Phonics instruction

In addition to the curricular materials listed above, the principal will select an appropriate series to provide regular phonics instruction for students in grades K–2 and in subsequent years as necessary. Tools under consideration include Foundations Phonics and Word Study (K–4), Fountas & Pinnell Phonics and Word Study (K–3), and Words Their Way (K–5). The selection of tools will be based on an understanding of direct alignment with the Ohio Learning Standards as well as prior work experience and recommendations from the faculty hired.

Mathematics

Aligned with the Ohio Learning Standards for Mathematical Practice, CWC Cincinnati's mathematics curriculum is focused on two elements: (1) building students' deep understanding of mathematical concepts and (2) developing students' ability to solve problems and articulate their mathematical thinking. Our program will allow students the opportunity to use problem-solving strategies, group questioning techniques, investigations, critical analysis, gathering and construction of evidence, and communication of rigorous arguments in both written and oral language to justify their thinking. Students will learn in collaboration with their peers through sharing information, expertise, and ideas. Students will work to create and critique logical arguments; communicate their mathematical understanding effectively; and formulate complete, logical arguments to support their conclusions. Prior to the Summer Institute, school leaders will select the curricular materials that will provide the foundation for the mathematics curriculum, based on the following criteria:

- Alignment with the CGI approach
- Real-life problem solving
- Support for students' construction of understanding
- Balanced instruction
- Multiple methods for basic skills practice
- Emphasis on communication
- Home-school partnerships

Possible programs include Everyday Mathematics (which is utilized in existing CWC sites), or another high-quality curriculum, including Bridges, enVision Mathematics (2020), and i-Ready Classroom (all of which are highly rated by various instructional material reviewers). The choice of program will be made based on alignment with Ohio Learning Standards and the experience of the faculty. In addition, the CWC Cincinnati executive director will consult with staff from existing CWC regions to discuss which resources have met the needs of those regions' student populations. These curricular programs support our view of the student as an active participant in learning while simultaneously recognizing the process of development of logical-mathematical thinking skills across the elementary years. Through concrete representations of abstract mathematical concepts, students interact with sophisticated math concepts years before they are expected to master those skills on an abstract level, thus building the groundwork to support meaningful understanding, rather than rote memorization, not only during elementary school but throughout a student's mathematical education. As needed, these curriculum programs will be supplemented with additional resources to support the learning of math facts and promote automaticity in addition, subtraction, multiplication, and division.

Social studies

Prior to the school's opening, the executive director will research and select a supportive foundational curriculum for social studies that teachers can use as the basis upon which to build their interdisciplinary units using the Teaching for Understanding framework. Possibilities include the series *America Will Be* (Houghton Mifflin) and *Social Studies Alive!* (TCI). These foundational texts will serve as key resources and reference materials to ensure that we are developing understanding at the appropriate level of depth and specificity for each Cincinnati social studies learning standard. They will be supplemented by tools that build on this foundation and bring history to life. Examples include *A History of Us* (Oxford University Press), a series comprising stories, photographs, and political cartoons; and *Interact Simulations*, which provides scripts for historical dramas. The Teaching for Understanding planning template that CWC Cincinnati will use to develop our project-based social studies units requires teachers to explicitly name the Ohio Learning Standards that are integrated within the entire unit. Additionally, within their unit plans, teachers will highlight the academic vocabulary and language structures that are necessary for all students, including ELL students, to understand and apply in order to demonstrate a proficient understanding of the social studies content.

Science

Learning modules from the Full Option Science System (FOSS) will form the basis of interdisciplinary projects and is used across CWC regions. Delta Education has revised the FOSS kits to align with the Next Generation Science Standards. Their use will ensure that students are taught a curriculum that meets Cincinnati expectations for science education. The FOSS kits also align with many social studies, language arts, and mathematics standards and incorporate strategies for taking advantage of opportunities to exercise math skills and practice some language skills in the context of science.

The FOSS system supports our model in that it is based on the idea that the best way for students to appreciate scientific enterprise, learn scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiry, investigation, and analysis. This mode of learning science creates students who are engaged with the scientific process of learning, which requires questioning, investigating, and analyzing.

In addition, the FOSS investigations are supported by science texts. Instead of beginning with a text, however, students read FOSS science texts after their initial investigations. A rich database of books for download and other supplementary materials, known as FOSS Science Stories, is available online for schools and districts that use the FOSS system. Included in these materials are the following:

- Historical and biographical readings
- Fictional tales, myths, and stories about children doing interesting things with science principles in an interesting context
- Expository reading to add detail and to extend the knowledge gained from direct experience
- Technical readings in which students follow instructions or technical explanations of scientific principles

The CWC Cincinnati science curriculum will be, at its core, inquiry based. Students will engage in science via exposure to real-world concepts and cross-curricular themes and regularly apply critical-thinking skills and test new ideas and hypotheses through labs and experimentation. Specific content will include physical science, life science, and earth systems science. Students will learn to explore the world around them through an inquiry-based approach. Across all grade levels, students will ask questions, make observations and discoveries, gather data, analyze explanations, and communicate results and scientific arguments. The science curriculum and scientific thinking will be integrated meaningfully with ELA, mathematics, and social studies curriculum elements.

Health/physical education

In order to implement the physical education standards, CWC Cincinnati will employ dedicated full-time physical education teachers to design and oversee the program (two at each campus within the campus's first five years of operation). Instruction will be aligned with the Ohio Learning Standards. Students will learn how to establish and maintain physical fitness. Importance will be placed on developing body awareness and bodily kinesthetic intelligence in our young students, along with health and nutrition education. Components of the program will include physical strength, coordination, helping the brain to develop adequate understanding of the body's position in space, and basic game skills. Our physical education instructors will collaborate with faculty to ensure that activities properly incorporate learning across other curricular areas, including our project-based activities. Physical education instructors will also engage in regular communication with classroom teachers about individual students' developmental needs in terms of bodily kinesthetic intelligence.

Arts and music

Resources for arts and music will be largely teacher created. CWC Cincinnati will hire credentialed and experienced enrichment teachers from the first year of operations onward. The enrichment teachers will be prepared to engage with faculty in order to connect the National Core Arts Standards to the integrated general classroom projects. As with other elements of the academic program, such as unit and lesson plan frameworks, CWC Schools will ensure that enrichment teachers have access to resources across the network. This collaboration will be facilitated through the regional executive directors from Los Angeles, Kansas City, and Cincinnati. CWC Kansas City, for example, was able to recruit an experienced music teacher with extensive experience in the Orff Schulwerk¹⁴ creative music and movement approach. In the case of Kansas City, materials were developed to support that approach and align with the Missouri Learning Standards.

¹⁴ For reference: <http://aosa.org/about/about-aosa/>.

COMMUNITY SCHOOL CONTRACT**A.3.1 Classroom- and Non-classroom-based Learning Opportunities**

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

A.4 Target Population

CWC Schools is built on the belief that the diversity of our communities, and of the world at large, is a great strength. Through targeted outreach and recruitment, our schools are intentionally designed to reflect their surrounding communities and the larger society in terms of race, ethnicity, and socioeconomic status. By learning, interacting, and growing in a diverse setting, our students are preparing to thrive in the pluralistic society they will soon join.

A.5 School Calendar and Daily Schedule

First day of school:	Aligned to Cincinnati Public Schools (CPS) calendar. 2021–22 CPS calendar not approved at this stage. Projected first day of school based on 2019–20 and 2020–21 CPS calendars is August 23 rd .
School day start/end time:	8:15am–3:15pm (proposed) / 8:15am–12:10pm (proposed) on 8 shortened days (parent-teacher conferences)
Hours in school day:	6.33 full day / 3.25 shortened day
Number of instructional minutes (core instruction) per day:	380 instructional minutes full day / 195 shortened day
Number of instructional school days per year:	166 full days / 8 shortened days (per Ohio regulations, this count does not include professional-development days with no school). Projected total of 1,077 instructional hours, above Ohio requirements for community/charter schools.
Number of supplemental instruction hours per day:	N/A; CWC Cincinnati will provide after-school activities.
Time devoted to staff development during school year (indicate days or hours):	5 days
Time devoted to staff development prior to school opening (indicate days or hours):	15 days prior to opening year

CWC Cincinnati will maintain a school calendar that meets Ohio Administrative Code related to minimum hours, as detailed in the table above. CWC Cincinnati's executive director, in consultation with the first school's founding principal, will finalize the calendar and schedules during the planning year (with approval from the CWC Cincinnati board). The calendar will prioritize CWC Cincinnati's ability to accomplish its mission and maximize opportunities for planning time and staff professional development at the individual, grade, and schoolwide levels.

Prior to the first day of school, there will be a three-week Summer Institute to prepare the staff for the upcoming year. In addition, during the school year, there will be at least five days dedicated to professional development. CWC Cincinnati will evaluate providing before- and/or after-school care and services for students. During the planning year, the executive director will research local providers and, in consultation with the principal, will select a provider based on mission alignment and likelihood that the provider will positively impact all students at CWC Cincinnati.

The school calendar, length of school day, school schedule, and professional-development schedule are subject to change at the discretion of the school.

A.6 Special Student Populations

At CWC Cincinnati, teachers will learn to design curriculum and apply instructional strategies that meet the varying needs of all learners, including gifted students. Staff will use a variety of teaching styles in order to encourage all students to reach their potential. CWC Cincinnati is committed to allowing and encouraging students to move fluidly and appropriately to push and challenge themselves to learn at their appropriate zone of development. CWC Cincinnati has a staffing plan that prioritizes the development of individual relationships between faculty and students. Each Kindergarten classroom will have a teacher and a teaching associate. They will be supported by a full-time enrichment teacher and a reading specialist in year one. CWC recognizes that enrichment teachers often can often bring in instructional expertise that gives greater breadth and understanding to all the unique learners we hope to serve. In addition, from year one onward, CWC Cincinnati will incorporate an inclusive special education staff that pushes into classrooms with one-on-one support when needed and additional support across the spectrum.

Students with disabilities

CWC Cincinnati's mission is built on a commitment to diversity: to provide an excellent public education focused on developing and demonstrating understanding while building connections within a diverse community. This commitment explicitly includes ensuring that all students, including students with disabilities, benefit from our philosophical foundations and Learning Model and are provided a full continuum of services.

CWC Schools' instructional philosophy, approaches, and practices are geared toward addressing the needs of individual students. In addition to the rich approach to learning that CWC Cincinnati will use to support and challenge all students, additional strategies and resources will help students with disabilities. The following structures assist in meeting students' individual needs:

- Competitive class sizes allow teachers to develop a deep understanding of individual student strengths and needs. In addition, in Kindergarten, teachers in each classroom will be supported by a teaching associate, enrichment teachers, reading specialists (pushing into classrooms), and special education staff.
- CWC's use of the workshop model and project-based learning facilitates differentiated instruction, including small-group instruction. These strategies provide for substantial independent work time in which teachers and support staff can meet with small groups and conference with individual students.
- A minimum of forty minutes of planning time each day allows teachers to modify lessons to meet the needs of individual students. On a weekly basis, this planning time will include a member of the special education staff (the special education teacher, coordinator, or both) to ensure suitable planning for students who require additional push-in services (per the requirements of their IEPs). Planning time may be changed at the discretion of the school.
- Grade-level teams at the elementary level and frequent professional-development time allow teachers to learn from each other's varying expertise in differentiating instruction. The special education staff will join these meetings as necessary to ensure that the instructional goals and requirements of each student's IEP are being met.
- Integrating instruction and curriculum across academic disciplines, including integration of service learning with real-life applications, allows students to demonstrate their proficiency in a variety of ways, promoting motivation and skill transference. The nature of project work is particularly well suited to serving young children with special needs and children learning a second language.
- The rich documentation of children's activities and experiences in the variety of ways in which they learn and express themselves (such as storytelling, drawing, the arts, block play, and drama) facilitates an emphasis on their strengths.

Identifying a student in need of additional supports

The CWC Cincinnati student success team (SST) addresses plans for students identified as being in need of additional supports within the classroom. The SST is a systematic, individualized, solution-oriented approach to assisting students with factors that are interfering with academic success. This team clarifies problems and concerns; develops strategies and organizes resources; provides a system for school accountability; and counsels the parent, teacher, and student. The team will consist of grade-level teachers who know the students best, reading specialists, and the special education coordinator.

Any teacher may submit a request for an SST to support a student. The principal or designee (special education coordinator) coordinates the process, identifying a meeting facilitator and other team members. Students' teachers prepare for the SST meeting by gathering at least three pieces of data and work samples. Other information, such as student strengths, parent and teacher concerns, assessment and evaluation results, and any other information pertinent to service needs and provisions, are recorded on the SST.

During the meeting, the SST facilitator guides the team in identifying an individualized instructional plan to meet the needs of the student, documenting specific goals, strategies, and

methods to measure success. The action plan articulates a projected completion timeline for each goal. After the meeting, the meeting facilitator distributes the SST summary and all team members follow the action plan, which will be based on the tiered interventions described below. The general education teacher tracks progress by collecting data and work samples and checks in with team members by agreed-upon dates. Follow-up SST meetings support the ongoing evaluation of the action plan.

Developing and implementing tiered interventions

CWC Cincinnati will utilize a three-tiered response-to-intervention (RtI) model, managed and monitored by the SST. Tier 1 will include evidence-based core instruction and will occur in the general education classroom. The classroom teacher, teaching associates (in Kindergarten), and reading specialists will provide proactive intervention through reteaching and providing extra practice before a student participates in Tier 2. If the classroom teacher's interventions do not produce the desired results that put the at-risk student on track to perform at grade level, the student will be recommended to participate in Tier 2 interventions.

Tier 2 interventions are provided in addition to the core instructional program in Tier 1. Tier 2 supplemental instruction will be given in small groups (three to five students). Students will participate in twenty to thirty minutes of supplemental instruction targeted to their specific area of need, based on criterion-referenced, curriculum-based formative evaluation. Accordingly, students will likely be grouped with other students who have similar areas of need. Because students will participate in Tier 2 interventions for nine-week intervals, the SST, along with classroom teachers as necessary, will meet to analyze student progress in Tier 2. If the data indicates that students have made necessary growth, they will exit Tier 2 interventions. If sufficient progress is not made, the student will receive Tier 3 interventions.

Tier 3 interventions are provided in even smaller groups of students (one or two) and are designed to provide more intensive instruction than what is provided in Tier 2 interventions. Tier 3 interventions will consist of general education instruction in addition to specialized interventions (with the special education teacher, for example). Students in Tier 3 interventions will participate in thirty to sixty minutes of intervention at least four days per week. Tier 3 students' progress will be monitored at least weekly to determine the success of the intervention. If the data indicate that students have made the necessary growth, they will exit Tier 3 interventions.

Unless the SST has reason to suspect a disability before RtI interventions have been implemented, the interventions will be implemented for at least one semester, with all interventions having been explored before a student is referred for a special education evaluation. A referral for special education will not be delayed solely for the purpose of attempting interventions through the RtI process if there is reason to suspect a disability before interventions are attempted or if the child's parent(s) request a formal evaluation. If a child is not responsive to the RtI interventions attempted through the SST process, then a referral for special education will be made. At all times, the school will ensure procedural safeguards for the child as well as the parent(s). In addition, CWC Cincinnati will comply with the federal Child Find requirements in 34 CFR § 300.125.

Coordination between the classroom teacher and special education staff

The special education coordinator (and, when hired, the director of student support) will monitor and implement the campus's special education program, including the RtI process. The special education teacher will be the primary push-in support to the classroom team to aid students with disabilities. The coordinator and special education teacher will conference with teachers, school leaders, and other instructional personnel (including contractors) to aid in the development of robust, appropriate educational programming and supports for students who are at risk of failure, who are not meeting school academic goals, or who are currently being supported by a formal IEP. Professional development will be provided to all teachers during the Summer Institute and on each of the professional-development nonstudent days throughout the school year to ensure that they understand the referral and identification processes and receive guidance on how to implement appropriate accommodations and modifications.

CWC Schools' special education program is intentionally designed to allow students with disabilities to learn in regular classrooms to the fullest extent possible. This will include hiring additional special education teachers, aides, or both to support students in small groups or individually as needed. CWC Cincinnati will provide all services included in a student's IEP. This may include providing pull-out support in resources classrooms or, if designated in the student's IEP, placement in a self-contained classroom. CWC Cincinnati will have access to additional levels of funding for students who require these supports and will use this unplanned revenue to implement additional supports (hiring of aides, for example). CWC Cincinnati will be committed to providing the full continuum of special education services and placements necessary for its special education students.

English language learners

Students at CWC Cincinnati will be engaged in the type of rich instruction called for in the Common Core State Standards for English Language Arts and Literacy and Ohio Learning Standards, with appropriate scaffolding that attends to their particular language learning needs. They will participate in the following activities:

- Reading, analyzing, interpreting, and creating a variety of literary and informational text types
- Developing an understanding that language is a complex, dynamic, and a social resource for making meaning
- Developing an understanding of how content is organized in different text types across disciplines using text organization and structure, language features, and vocabulary appropriate to one's purpose and audience
- Becoming aware that different languages and different varieties of English exist
- Recognizing their home languages and cultures as resources to value in their own right and to draw upon in order to build proficiency in English
- Contributing actively to class and group discussions by asking questions, responding appropriately, and providing useful feedback
- Demonstrating knowledge of content through oral presentations, writing, collaborative conversations, and multimedia work

- Developing proficiency in shifting registers based on task, purpose, audience, and text type

School leadership and the SST will meet with teachers on an ongoing basis to evaluate and plan differentiated instruction to support the language development of English learners and will ensure appropriate and timely communications with parents about ELL classifications. CWC Cincinnati takes a “natural approach” to second-language acquisition, whereby language is acquired when the student is given comprehensible input¹⁵ and further supported by instruction for English-language development. Teachers play an important role in creating the support structures that help emphasize academic language for ELL students, incorporating the use of visual aids and ensuring opportunities for cooperative learning that utilize authentic interactions to practice and implement vocabulary and language. For students who are more advanced, our instruction will focus on the acquisition of academic language, supporting English learners in developing a deep and broad oral and written proficiency in English. Teachers use the techniques of whole language instruction, combined with instructional strategies such as Specially Designed Academic Instruction in English (SDAIE) and Project GLAD (Guided Language Acquisition Design), to support English learners in accessing core content and to increase comprehensible input. In addition, sheltered English activities provide support for instructional delivery.

Students achieving below grade level

On a case-by-case basis, the SST, following referrals from teachers or parents (which may be based on student data, observation, or both), will evaluate students who are identified as at risk of failing to perform at grade level. Ultimately, we believe that the greatest responsibility for successfully educating these students lies within the core classroom day through collaboration among classroom teachers, teaching associates, enrichment teachers, reading specialists, and dedicated special education staff. Through professional development and collaborative support, teachers will receive training on effective intervention strategies targeted toward the areas of greatest need. In order to reach all of our students falling within this category, teachers will be trained to utilize the following best practices.

- High expectations: Because of a strong belief in each student’s potential, teachers are committed to identifying students’ strengths to help them reach this potential and to utilize the most effective techniques to do so.
- Varied assessments: Because all students possess and use different strengths for their learning, a teacher who allows for a variety of assessments is more apt to find out what students have truly learned, not just how they take a test. Portfolios, oral presentations, open-book tests, group projects, and graphic maps are only some of the many avenues available for teachers to tap into their students’ knowledge.
- Data-informed instruction: Teachers, supported by school leaders, will analyze standardized and classroom-based assessment data. Through this analysis, they will identify trends of mastery and difficulty for individuals, groups of students, and the class as a whole. They will identify skills, concepts, and strategies in need of further

¹⁵ Krashen, S. (1989) *We acquire vocabulary and spelling by reading: Additional evidence for the input hypothesis*. Modern Language Journal 73. Krashen, S. (2003) *Explorations in Language Acquisition and Use: The Taipei Lectures*. Portsmouth, NH: Heinemann

instruction. Based on the trends, they will determine whether whole-class reteaching, small-group intervention, or individual tutoring is the appropriate response.

- Small-group intervention: CWC Cincinnati is fortunate to have a low teacher-to-student ratio that enables extensive small-group instruction every day. Teachers and teaching assistants lead small-group intervention lessons for students with specific needs.
- Targeted reteaching: When formal or informal assessments reveal that one or more students are struggling with a particular skill or concept, those students will receive targeted instruction to provide them another opportunity to learn it, supported by more focused assistance. This instruction may be a single, brief lesson to correct a misconception or multiple sessions to address a more complex concern.

Gifted and academically high-achieving students

Some students need support to meet grade-level standards, while other students need challenges in class to continue to grow academically. The latter is particularly true of students who are high achieving or designated as gifted and talented. Though gifted students present instructional challenges, a separate, segregated classroom experience is not necessary. In the classroom, gifted children tend to

- get their work done quickly and may seek further assignments or direction,
- ask probing questions that tend to differ from their classmates' questions in depth of understanding and frequency, and
- have interests in areas that are unusual or more like the interests of older students.

These students potentially differ from their classmates on three key dimensions: (1) the pace at which they learn, (2) the depth of their understanding, and (3) the interests that they hold.¹⁶ In working with high-achieving students, CWC Cincinnati teachers will draw on the work of Sandra Kaplan, whose educational research advocates a “depth and complexity” approach to providing appropriate challenges for gifted students.¹⁷ Kaplan suggests the following ways for teachers to enhance the curriculum for a gifted student:

- Present content that is related to broad-based issues, themes, or problems
- Integrate multiple disciplines into the area of study
- Present comprehensive, related, and mutually reinforcing experiences within an area of study
- Allow for the in-depth learning of a self-selected topic within the area of study
- Focus on open-ended tasks
- Encourage the development of products that challenge existing ideas and produce “new” ideas
- Encourage the development of products that use techniques, materials, and form.

Homeless students

¹⁶ Maker, 1982.

¹⁷ Sandra Kaplan, 1986.

CWC Cincinnati shall comply with the McKinney Vento Act and, to the extent that the school receives assistance from the Federal Program for Education for Homeless Children and Youth, shall comply with requirements to coordinate services for homeless students with local social-service agencies and programs, including those funded under the Runaway and Homeless Youth Act.

A.7 School Goals

CWC Cincinnati proposes the following mission-specific goals and objectives. These are in addition to the region being measured by our sponsor's accountability and performance indicators, as set forth in Exhibit 4 of this Contract. CWC Cincinnati will replicate existing CWC regional reporting structures. The CWC Cincinnati executive director, with support from CWC Schools, will share data reports with the CWC Cincinnati board at least three times a year, including data on nationally normed assessments (NWEA, Fountas & Pinnell, and state assessments). These trimester reports are created in collaboration with CWC Schools and shared across the national network and will form the basis of the particular region's professional-development goals. We will regularly report on and distribute information about school progress to the school community, including but not limited to summary data on the assessments above. These data will be made available on CWC Cincinnati's website.

Mission-specific goals

The following goals have been developed to ensure a level of accountability to CWC Cincinnati's mission to provide an excellent public education focused on developing and demonstrating understanding while building connections within a diverse community. Each of these goals aligns with CWC Schools' Learning Model.

1. Parent engagement: CWC Cincinnati will ensure that at least **80 percent of enrolled students' families complete and return CWC Schools' designed parent survey on an annual basis** from the first year of the school onwards. These surveys assess parent inclusion and satisfaction across the three strands of CWC's learning mode: Core Academics, Social and Emotional Development, and Difference and Inclusion. The participation rate will be measured and reported by the submission of a survey analysis by the conclusion of the school year.

2. Staff engagement: CWC Cincinnati will ensure that at least **90 percent of full-time employees complete and return CWC Schools' designed staff survey on an annual basis** from the first year of the school onwards. These surveys assess staff inclusion and satisfaction across the three strands of CWC's learning mode: Core Academics, Social and Emotional Development, and Difference and Inclusion. The participation rate will be measured and reported by the submission of a survey analysis by the conclusion of the school year.

3. Equitable data reporting: The CWC Cincinnati Board will analyze data related to the three strands of CWC Schools' Learning Model: Core Academics, Social and Emotional Development, and Difference and Inclusion. Collecting, reporting, and driving action using these data will ensure an equitable lens aligned to CWC's intentionally diverse model. The CWC Cincinnati executive director will ensure that the following data points will be reported to the

CWC Cincinnati Board of Directors and are made available to the school community on an annual basis from the first year of the school onwards.

- Student enrollment data, reported by subgroup
- Student achievement data (interim and state assessments), reported by subgroup
- Student attendance data, reported by subgroup
- The percentage of staff who self-identify as a person of color
- Student discipline (expulsion and long and short-term suspension rate)

4. Regional academic performance: By its fifth year of operation, each CWC Cincinnati school will exceed the standard as measured by the Sponsor's Accountability Plan's Primary Academic Indicators.

A.8 School Climate and Discipline

School culture

Our approach to creating a joyful, engaging, and rigorous school culture and climate rests on two key elements: investments in social and emotional development (SED) and clear, consistent behavior-management practices. CWC Cincinnati will intentionally develop students' social and emotional capacity, while the staff works with families to create a safe and supportive environment in which to learn. This safety depends on clear rules and consequences, both within individual classrooms and in the form of a schoolwide discipline policy.

Integral to our school model is a focus on recognizing and valuing difference and ensuring equitable access to an excellent education for all children. CWC Cincinnati's faculty will be supported in addressing their own perspectives, ideas, attitudes, and behaviors around working with a culturally, racially, and socioeconomically diverse student body. It is critically important to our model that our intentionally diverse student body is replicated in the school staff.

Professional development on behavior-support processes, policies, and strategies to support learners will take place throughout the year, along with professional development in the areas of equity across all areas of difference and inclusion, race, gender, language, and learning style. Annual reviews of data related to behavior policies in practice—including but not limited to suspensions and expulsions—will focus on subgroup equity and allow us to correct any practices that may be inconsistently applied.

A safe and supportive school environment

CWC Cincinnati believes that investing in staff culture has a substantial impact on student culture. School leaders, especially in the school's opening years, will treat the development of staff culture as an essential priority. From the beginning, selection processes will ensure that the hired staff supports the school's mission, approach, and desired culture. In the initial Summer Institute, school staff will establish faculty agreements, and these will be revisited each year. Throughout the year, school leaders will promote practices that encourage self-awareness (for

example, mindfulness and self-reflection via the evaluation process) and effective collaboration (for example, crucial conversations and critical friend groups).

CWC Cincinnati student behavior and discipline

Peace talks are an important first-line strategy for bringing students together to discuss problems they might be having with peers. The reflective, problem-solving, and conflict-resolution tools that students develop and practice in a peace talk are invaluable life skills that prepare our students for the countless problem-solving moments they will encounter at CWC Cincinnati and beyond their experience at our school. Peace talks have multiple purposes, but most importantly they are crucial conversations wherein students reflect on incidents and determine what steps can be taken to avoid such problems in the future. They are also important tools for adults to gather information about what happened.

Several other important things take place during a peace talk. In these conversations, each participating student focuses on taking responsibility for his or her role as part of the conflict at hand. Students are held accountable for their actions and develop a clearer understanding of the expectations and standards of behavior at CWC Cincinnati. Taking responsibility helps them determine what consequences are appropriate for any student's misbehavior, which ultimately helps in developing a plan for how any student can restore trust, repair friendships, take ownership for his or her actions, and help to maintain the safety of our community in the future. As part of this process, students build an awareness of how actions and words affect others. In these conversations, students at CWC Cincinnati are expected to be active listeners who demonstrate their respect and engagement by focusing their attention, body, and eyes toward the speaker. Listening is also demonstrated when one can repeat and paraphrase what others in the peace talk have expressed.

Although we want to create a warm and welcoming environment, we recognize the importance of incorporating meaningful schoolwide routines and systems to reinforce our schools' community-building philosophies and values. CWC Cincinnati will begin the school year with our students by explicitly teaching them the practices of conflict resolution and appropriate classroom behavior, along with logical consequences as described below. Because we plan to build the school one grade at a time, we will have the advantage of beginning with a small number of students and setting the cultural foundation from the early grades. CWC Cincinnati will establish clear expectations for student behavior and ensure that all school staff members understand these expectations and appropriate responses. While learning about social and emotional intelligence, students must have opportunities to practice, make mistakes, reflect, and improve upon their efforts. This process is central to their social and emotional development.

As a student demonstrates a frequency and/or pattern of violating class-generated guidelines, teacher expectations, and/or CWC Cincinnati school-wide behavior expectations in a classroom setting, additional resources, strategies, and personnel will be progressively applied in order to provide the student with an opportunity to learn and employ appropriate strategies that support a safe and respectful learning environment.

CWC Cincinnati staff, students, and families will utilize the positive classroom behavior flowchart when a student displays low- or medium-level inappropriate behavior. CWC Cincinnati staff will communicate with families regarding the use of this flowchart to solicit their insight and collaboration in supporting students as they develop more appropriate school behavior.

The positive classroom behavior flowchart will be used to help staff appropriately guide and support students in developing the understanding, skills, language, and tools that necessary for appropriate classroom behavior that supports both individual and classroom-wide respect and learning. CWC Cincinnati staff will communicate the use of the flowchart with the following descriptions:

Examples of low-level inappropriate behavior may include, but are not limited to, incidents such as interrupting others, disregarding/not following directions, use of mildly inappropriate language, disrespect of peers, carelessness in one's work, and distracting others.

Examples of medium-level inappropriate behavior may include, but are not limited to, incidents such as outward defiance/disrespect of staff, stealing, emotional disrespect, encouraging or engaging in physical disrespect (intentional pushing, tripping, challenging someone to fight, or encouraging others to fight), persistent play fighting, bullying, and vandalism/destruction of property.

Although our focus on social and emotional learning will minimize discipline issues, it will not eradicate them. As part of our commitment to clear and consistent practices, the CWC Cincinnati board will adopt a robust, formal discipline policy with clear consequences for behavioral infractions. The executive director and principal will present a final policy to the CWC Cincinnati board for its approval prior to the school launch.

Welcoming students throughout the year

CWC Schools is dedicated to creating an inclusive and welcoming school environment that is accessible to all students. In the event that attrition results in open seats midyear or from year to year, we will actively seek to fill those seats with new students transferring in. We anticipate that new students will arrive with a unique set of academic, social, and cultural experiences to share with us (including non-United States educational backgrounds) and a unique set of support needs to transfer into a new peer group and academic environment. Strategies for supporting new students will include an entry meeting with the student support team, including the principal, teacher, parents/guardians and the student; the assignment of a direct contact to oversee and guide the student's transition and serve as the primary source of contact for the family (in most cases in elementary school, this will be the lead teacher); the assignment of one to two peer "buddies" to take extra measures to incorporate the student into activities and the school culture; a plan, shared with the family, for one-on-one assessments in the areas of reading, mathematics, social-skills development, and any other key areas identified by the team; and the assignment of a host family to be a source of information and guidance to the parents/guardians about school events, activities, and processes.

Encouraging attendance and reenrollment

The key to ensuring consistently high student attendance and reenrollment rates is to create a truly inclusive school environment. At existing CWC schools, we have seen relatively low attrition rates and high attendance. CWC works consistently to create an environment in which all students thrive by using differentiated instruction and ensuring that the needs of all students are met. Our schools regularly monitor student academic progress and are able to identify potential problems before they escalate. Given that our academic program will be replicated from an existing model, we expect that attrition will likewise be low in Cincinnati. Additionally, CWC Cincinnati will monitor attrition on a regular basis. If attrition rises, the region will investigate, determine the reasons, identify the trends, and work collaboratively to develop solutions.

A.9 Assessments and Intervention

CWC Cincinnati aims to meaningfully integrate standards across the curriculum and to implement multiple and varied measures of assessment in order to ensure that school leaders have a holistic picture of academic proficiency and progress. In addition, CWC Cincinnati will use social-emotional learning assessments. CWC Cincinnati defines *assessment* as the systematic and ongoing process of collecting, describing, and analyzing information about student progress and achievement in relation to curriculum expectations. We believe assessment serves a dual purpose:

1. To assess the academic performance of individual students, cohorts, and the school as a whole
2. To assess the quality of instruction and the academic program in order to improve future learning

The data collected from assessment assists the school in analyzing progress so that we can modify and refine the teaching-learning cycle to better meet student needs. CWC Cincinnati believes that assessment is vital to ongoing school success and will use multiple measures of assessment to provide a richer and more in-depth view of each student's progress. We use assessment data to evaluate the progress of the school as a whole, to inform instruction, to create differentiated instructional programs for individual students, to communicate with parents about their students' progress, to help empower students to self-reflect on their own learning, and to ensure the school is meeting accountability expectations.

Additional, curriculum aligned assessments incorporated in the English Language Arts and Mathematics curriculum selections may be selected by CWC Cincinnati's leadership. If ARC is selected for the ELA curriculum, some assessments below will be redundant and would not be used.

English Language Arts, elementary level

Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) Assessments (K–6)

CWC Cincinnati students in grades K–6 will take the NWEA assessments in Language Usage and Reading. This nationally normed online assessment will be taken three times a year. The NWEA tests are designed so that scores can be compared across grade levels and across years so it is possible to see growth over time. NWEA assessments generate reports and comparison data so that teachers and school leaders can see how students are doing compared with national averages for their age. The NWEA tests are adaptive, generating assessment questions that get harder or easier depending on how each individual student fares. Therefore, teachers can determine the precise instructional level for each student, which helps them align instruction specifically to what each student needs and is ready for at different points of the school year.

Fountas & Pinnell Benchmark Assessment System (BAS)

The BAS assessment determines a student’s current reading level and progress along a gradient of text levels over time. The assessment is designed to gauge student strengths and weaknesses against grade-level standards. The BAS provides information to (1) form initial groups for reading instruction and re-form groups during the school year, (2) document student progress throughout a school year and across grade levels, (3) select strategies for helping students master grade-level skills, and (4) identify students who need intervention and diagnose their particular areas of reading difficulty. CWC Cincinnati will administer the BAS at least two times per year depending on individual student progress, with more frequent administration for students who are performing below grade level.

Foundations Unit Tests (if selected) and Letters, Words, and How They Work Assessment Checklists (Fountas and Pinnell) (K–2 and as needed)

These assessments are used on a consistent basis throughout the school year for primary students and older students as needed and offer a systematic approach to interpreting students’ understanding of phonics, phonemes, word families, and language patterns. These tools provide further insight into students’ ability to decode grade-level text as assessed by the Fountas & Pinnell BAS and NWEA MAP Reading and Language Usage assessments (see above).

Mathematics, elementary level

NWEA MAP Assessments (K–6)

CWC Cincinnati students will take the NWEA MAP assessments in mathematics. Please see discussion in the ELA section above for more detail about the format of the NWEA assessment.

Assessing Math Concepts (K–2)

Assessing Math Concepts (AMC) is a continuum of nine assessments that focus on the development of primary-grade students’ understanding of core math concepts, which form the foundation of students’ number sense. It is based on the belief that it is not enough to know whether a student can get correct answers; rather, we need to know what *mathematics* the student knows and understands. These are the understandings that must be in place to ensure that students are not just imitating procedures or saying words that they do not really understand (that is, demonstrating illusions of learning). AMC is intended as one of multiple tools in a mathematics assessment tool kit. On its own, it does not assess all aspects of the Ohio Learning Standards. Rather, it delves deeply into the development of students’ number sense, and in this

regard, it is aligned with the Ohio standards for mathematics in Kindergarten through second grade.

Progress checks and summative assessments (K–6)

Students' progress in mastering the curriculum on an ongoing basis will be monitored via assessments associated with their grade level's primary curriculum, to monitor their mastery of recently taught skills and concepts. The type of unit assessment will depend on the selected math curriculum resource (for example, Everyday Math or Investigations in Numbers, Data, and Space).

Science and social studies, elementary level

Teaching for Understanding performances of understanding

With the guidance of the principal, teachers will select assessments, including rubrics and checklists, using the Teaching for Understanding approach for evaluating student projects and work. They will draw on assessments available in the curricular materials, including FOSS and our foundational social studies text. Teachers will refer to these assessment tools as they observe students and analyze their work. Students will also have access to assessment tools and will be guided in developing awareness of their own progress toward achieving standards mastery. Teachers will use performance-based rubrics and checklists that embed grade-level expectations and assess content mastery at the end of a project (these rubrics can be shared in between CWC's regions). Teachers will incorporate elements from project-based learning rubrics on critical thinking, presentation, teamwork and collaboration, and creativity and innovation developed by the Buck Institute for Education, a leading researcher of and advocate for project-based learning.

Health/physical education, elementary level

CWC Cincinnati's elementary-level students will be assessed through teacher observations and measured against the Ohio Health Education and Physical Education Standards. In addition to observation, teachers will implement a variety of daily informal assessments, class discussions, student conversations, and exit tickets.

Music and arts, elementary level

CWC Cincinnati's art and music assessments will focus on portfolio-based work. Art enrichment teachers will guide the development of student portfolios each trimester that include all their works and written reflections. The portfolios are summative assessments of skills and standards. After each project (typically lasting two to three weeks in existing CWC regions), students complete a reflection describing their process and finished project. The reflections are aligned with the standards addressed in the project and overarching units. The teacher then uses the reflection as a formative assessment throughout the trimester to guide instruction. In addition, teachers will implement a variety of daily informal assessments, including observations, class discussions, student conversations, and exit tickets. Many projects are developed in collaboration with classroom teachers to align with their curriculum and thus may incorporate Ohio Learning Standards in science, social studies, ELA, and math. Finally, CWC Cincinnati will utilize the National Core Arts Standards model cornerstone assessments in grades 2 and 5.

Implementing a data-informed approach: reporting

Results from our assessment activities will be collected and analyzed continuously in order to drive program improvement across all facets of the school. The executive director will share reports with the CWC Cincinnati board at least three times a year, including data on nationally normed assessments (NWEA, Fountas & Pinnell, and state assessments). These trimester reports are created in collaboration with CWC Schools and shared across the national network and will form the basis of the particular region's professional-development goals. At the school level, grade-level teams and school leadership will reflect on internal assessment results routinely. We will regularly report on and distribute information about school progress to the school community, including but not limited to summary data on the assessments above. CWC Cincinnati will use a student assessment system with the capacity to capture data and create a variety of reports and analyses, including data disaggregated by content strand, student subgroup, grade level, and classroom, tailored to the needs of our schools and our instructional methodologies. We will work to ensure that our student assessment system produces the information required for reporting to our authorizer.

Ensuring validity and reliability

CWC Cincinnati will ensure the validity and reliability of the assessments administered. To ensure that assessments are valid, we have chosen well-created and nationally proven assessments from leading educational companies, including NWEA, Fountas & Pinnell, and AMC. Many of these companies have either conducted studies or had studies conducted regarding the validity and reliability of their assessments. An outside evaluator of the Fountas & Pinnell assessments, for example, concluded, "after two and a half years of editorial development, field testing, and independent data analysis, the Fountas & Pinnell Benchmark Assessment System texts were demonstrated to be both reliable and valid measures for assessing students' reading levels."¹⁸ In addition, a meta-analysis conducted by the Regional Educational Laboratory Mid-Atlantic showed that primary research sources "provide evidence of reliability and validity for the NWEA assessment."¹⁹ Because of evaluation research findings such as these, we are confident that the assessments we have chosen are valid and reliable.

CWC Cincinnati will also ensure that all of its assessments are reliably administered. To begin with, teachers will be provided with professional development on the purpose and value of each of the assessments in CWC Cincinnati's assessment suite and how to administer the assessments. In addition, support documents created by partners in our national network, CWC Schools, assist school leaders in successful administration of the assessment suite by providing implementation planning tools and guidance. Second, for rubric-based assessments, we will provide opportunities for teachers to practice through the use of double-blind scoring at the beginning of the year during the Summer Institute and at least once during the course of the year. In double-blind scoring, two or more people score the same assessment using the rubric. If the scores differ

¹⁸ Field study conducted in 2012:

<http://www.heinemann.com/fountasandpinnell/research/BASFieldStudyFullReport.pdf>, p. 13.

¹⁹ "The Predictive Validity of Selected Benchmark Assessments Used in the Mid-Atlantic Region." 2007. *Issues & Answers* 17: http://ies.ed.gov/ncee/edlabs/regions/midatlantic/pdf/rel_2007017.pdf, p. 7.

significantly, a third rater reviews the assessment. Following the scoring, teachers discuss areas where they came to similar conclusions regarding scores and areas where they differed. This process allows teachers to calibrate or norm their grading of assessments. Third, the principal or a designee of the principal (for example, the reading specialist) will occasionally conduct spot checks by administering and/or scoring an assessment a second time to ensure that the assessment is being used reliably. When concerns arise, the results will be discussed with the teacher and used as an opportunity to ensure that all teachers have a common understanding of how to score assessments. This practice will be a norm at the school and part of its efforts to ensure a rigorous and high-quality academic program.

Use of data to monitor and improve the academic program

Guided by the executive director (who will regularly report to the board), the principal is responsible for monitoring student progress toward identified goals and adjusting the academic program to meet those goals as needed. The principal and CWC Cincinnati staff will work together to implement an effective reporting system to share data with students, families, and the community (including annual Ohio Department of Education and sponsor school-quality reports and school-equity reports). Data will be collected, analyzed, and reviewed to monitor student progress toward meeting grade-level standards and to inform instructional practice. The following are ways in which data will be used and shared.

School-level data

School-level data include results generated and reported by grade level, class, and subgroup from the assessments described in the previous section. This information informs school-wide decisions by the board, executive director, and principal. Identifiable trends in student performance data form the basis for key leadership decisions, including changes in academic program, resource allocation, professional-development focus, and targeted instructional coaching for teachers. A variety of school-level data are shared with the school community on an ongoing basis during scheduled board meetings. The principal reports school-wide achievement data and progress toward the mission and vision of the school. CWC Cincinnati will demonstrate progress on the aggregate results of mandated state testing by providing a report for each grade level. This report will be disaggregated to show how subgroups (for example, by socioeconomic status, race/ethnicity, or English proficiency) perform.²⁰

Class-level data

In elementary grades, class-level data are used to inform decisions within the classroom and across the school, as needed. Teachers use the information gathered from the prior year's assessments, along with the preassessments given at the beginning of the year, to design their instruction. Teachers also report student achievement directly to the principal throughout the school year. At the end of each trimester, the principal meets individually with each teacher to review student progress toward grade-level standards and goals. In partnership with the principal, teachers reflect on the progress each child is making and the appropriateness of the educational program being offered. Through this work, they are coached to modify instructional approaches based on student data. As a result of these meetings, teachers may choose to reteach units and

²⁰ Subgroup data will be shared publicly once the student population allows for sample sizes large enough to protect student privacy.

skills, condense upcoming lessons, or restructure student grouping. Teachers may also use the data to realign their curriculum or revise their pedagogical techniques for future units or school years. School leaders will analyze assessment data at least at the end of each trimester from the perspective of teacher education. Gaps in student knowledge will become the focus of teacher development in the classroom and will help determine appropriate professional-development experiences. CWC Cincinnati staff will participate in professional-development activities relating to assessment and data analysis so that teachers can enhance their understanding of student performance in light of the data and modify their instructional designs accordingly.

Individual student data

Individual student data are used to provide families, teachers, and students with detailed information about each student's achievement. In addition to tracking student progress toward grade-level standards, it can be used for in-depth analysis of student strengths and areas of concern. When necessary, this analysis is used to design intervention programs that will meet student needs. It may be used to help inform supplemental remedial instruction, special education evaluations, or more challenging enrichment. Progress reports, based on state standards and school-generated goals and objectives, are issued at least twice a year. The progress report explains both learning and behavioral objectives and marks the student's progress toward mastery of the expectations. Individual student performance data will also be shared in twice-yearly parent-teacher conferences.

Promotion requirements

CWC Cincinnati staff will be dedicated to all students' making suitable progress and achieving a level of proficiency that enables them to be promoted to the next grade level. CWC Cincinnati prefers not to retain students but, instead, provide the targeted instruction and intervention necessary to ensure that students develop the skills to progress on grade level. Because so much of our instruction is provided in small groups that are created on the basis of students' instructional needs, more significant deficits in grade-level skills are addressed through supplemental, targeted instruction.

However, we recognize that there are occasions when a student would benefit from an additional year of instruction before moving on to the next grade. In such cases, school leadership will communicate with parents to inform them that their child's promotion is in doubt and then, if needed, hold a conference with the child's parent or guardian during the spring to present information on the student's progress and proficiency in all areas (in addition to the progress report and conference communication described above), including our recommendation for retention. Although family input is an important part of the decision process, CWC Cincinnati will make the final determination on student retention. If a parent or guardian wishes to appeal the principal's decision for retention, a family may bring its appeal to the CWC Cincinnati executive director, who will ultimately make a final determination. In order to merit a recommendation of retention, a student must demonstrate performance that is one grade level or more behind in a minimum of two academic areas and an equal delay in social-emotional development in Kindergarten through grade 3.

CWC Schools is projecting that CWC Cincinnati will enroll students who are considered at risk, which may include entering the school significantly below grade-level expectations. The tiered RtI process and the monitoring assessments and processes outlined in Section A.6, Special Student Populations, in addition to the various levels of data analysis (individual, class, school level) previously described, will identify and provide interventions for students who are falling below grade level.

Finally, CWC Schools is aware of the Ohio Third-Grade Reading Guarantee and requirements for retention. We believe our approach to retention as a last resort described above is fully aligned with these requirements.

Identifying struggling students for intervention

To identify students who may be struggling and in need of academic or behavioral interventions, CWC Cincinnati will utilize a tiered RtI program, coordinated by the SST, in addition to whole-child meetings and the range of student- and school-level assessment data described previously in this section. These structures and strategies ensure frequent and robust identification and monitoring measures to ensure that all students receive the necessary support.

CWC Cincinnati will also administer a home-language survey to all students upon enrollment. The survey will identify students who may have an English-language-learning need. These students will then be screened using various iterations of WIDA's ACCESS (Assessing Comprehension and Communication in English State to State) Placement Test (W-APT), depending on their age:

- Kindergarten students will be screened using the Kindergarten W-APT (K-WAPT). Students scoring Low, Middle, or High will be classified as ELL students.
- First through sixth graders will be screened using the W-APT. Students scoring 1.0–4.9 will be classified as ELL students.

The W-APT screening assessment will be given within thirty days from the beginning of the school year or ten school days from enrollment if a student enrolls midyear. For students who are identified as ELL students, CWC Cincinnati will administer the ACCESS assessment annually until the student is reclassified (after scoring as Fluent English Speaking on the Pre-IPT, Exceptional on the K-WAPT, or 5.0–6.0 on the W-APT). Once students are reclassified as English proficient, the SST will monitor them for a further period of time to be determined by the principal. ELL students will receive instructional services as described previously in this section (SDAIE and Project GLAD). School leadership and the SST will meet with teachers on an ongoing basis to evaluate and plan curriculum and differentiated instruction to support the language development of ELL students. Leadership and the SST will also ensure appropriate and timely communication with parents about ELL classifications.

Exhibit 2. Financial Plan

B.1 Budget Summary

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

B.2 Financial Management

CWC Cincinnati financial goals and objectives

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.

The specific financial goals and objectives of CWC Cincinnati's budget include the following.

- Safeguard CWC Cincinnati's Learning Model, including a full continuum of services for students, by ensuring consistent and thorough budget planning and modeling by CWC Cincinnati's board and leadership.
- Maintain a healthy cash reserve balance as the region grows, allowing for full implementation of the Learning Model, operational stability, and strategic facilities financing.
- Ensure the necessary resources to fulfill CWC Cincinnati's mission and model with quality. This task is especially difficult in the initial years of a school that grows year by year. To supplement CWC Cincinnati's internal cash flow, CWC Schools has acquired significant philanthropic support as previously described in this section.
- Ensure that CWC Cincinnati is fully operational based on public funds only by the end of the first charter term.

Financial contingency planning

CWC Cincinnati's primary focus in planning for financial contingencies will be to protect its mission and academic programming. The board and school leadership will work to prevent unexpected financial challenges by staying informed of state and national policy changes, tracking enrollment closely, seeking guidance regarding potential special education revenue and costs, and performing proper oversight via monthly financial reports prepared for the board by the executive director and CWC Cincinnati's contracted financial-services provider. In the event a serious shift in anticipated revenues or expenditures occurs, school leadership, with input from back-office providers with local expertise, may elect to take one or more of the following courses of action:

- Identify the area(s) causing the budget shift and attempt to adjust those factors
- Monitor, in real time, material shifts in budgeted revenues and expenditures and take swift corrective actions to mitigate budgetary impact

COMMUNITY SCHOOL CONTRACT

- Negotiate service contracts with risk sharing and review contracts for possible cost savings with alternative providers
- Assess class size and whether additional students can be recruited without compromising the school's model or the terms of the charter agreement with CWC Cincinnati's sponsor
- Modify the long-term facility strategy to save costs
- Adjust staffing at the school or regional level while ensuring that the schools remain mission aligned
- Have the executive director develop a regional fundraising plan with the goal of supplementing the region's operations and growth

Fiduciary responsibility

The CWC Cincinnati board will maintain the highest ethical standards and comply at all times with CWC Cincinnati's conflict-of-interest policy.²¹ The policy will describe the types of conflicts that could arise and the procedure to remedy conflicts at the board level. If the board or a committee has reasonable cause to believe that one of its members has failed to disclose an actual or possible conflict, it will inform the member and give him or her an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and following any appropriate further investigation, the board or committee determines that the member has indeed failed to disclose a conflict, it will take such disciplinary or corrective action as the board or committee determines to be appropriate.

Internal control procedures

The executive director will establish and the board will approve proper accounting and internal control policies in the preopening year. By implementing internal controls, CWC Cincinnati will underline the importance of enforcing and maintaining accountability, transparency, and accuracy in the region's day-to-day financial transactions. The internal financial controls will be based on the following principles:

- **Segregation of duties:** Under a hierarchical structure of authority and responsibility, tasks will be divided and allocated to guard against one individual having the ability to both commit and conceal fraudulent activity during the performance of job responsibilities. This structure will protect the schools from any potential fraud or misappropriation of funds.
- **Restricted access:** Physical access to valuable and movable assets will be restricted to authorized personnel.
- **Document control:** In order to ensure that all documents are captured by the accounting system, they will be initialed and dated when recorded and then filed appropriately.
- **Records retention:** Records will be maintained for the periods sufficient to satisfy IRS regulations, federal grant requirements, audit requirements (if applicable), and other legal needs, as may be determined.

²¹ Please see example CWC Kansas City Conflict-of-Interest Policy:
https://www.cwckansascity.org/files/Year_04_Board_Meetings/20190815_Board_Materials/03-Conflict_of_Interest_Policy.pdf

COMMUNITY SCHOOL CONTRACT

- **Processing controls:** These controls will be designed to identify any errors before they are posted to the general ledger. Common processing controls include (1) source document matching, (2) ensuring clerical accuracy of documents, and (3) general ledger account code checking.
- **Security of financial data:** The school's accounting software will be fully accessible only to the executive director and a contracted financial-services provider (who may also act as the designated fiscal officer, per Ohio statute). Individual usernames and passwords will be issued for every user, and users' access will be limited according to their functionality and role within the schools.
- **Reconciliation controls:** These controls will be designed to identify any errors after transactions have been posted and the general ledger has been run. The process involves reconciling selected general ledger control accounts with subsidiary ledgers.

Ensuring financial health and compliance

The executive director will receive financial-management support from a regional director of operations from the planning year onward. CWC Cincinnati will follow the financial policies and procedures developed by the executive director and approved by the board during the preopening period. In addition, the executive director will prepare, and the board will approve for submission, all necessary financial documentation to the relevant agencies (Ohio Department of Education and our sponsor).

Financial statements and audits

At the end of each month at CWC Cincinnati, the school's back-office provider will prepare financial statements. Reports will be provided to the executive director and Finance Committee in a mutually agreed-upon format, including at a minimum the statement of activities and statement of financial position. The full board will receive a financial report at least once per quarter, in advance of its meeting. Fiscal audits will be performed annually by an independent auditing firm with demonstrated experience in auditing charter schools in Cincinnati. The board, acting on recommendations from the Finance Committee, will select the auditing firm, which in turn will report directly to the board. The audit will meet all federal and local auditing requirements and be conducted in accordance with the Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States. The audit will also meet all standards required of public charter schools in Cincinnati, in addition to any conditions required by our authorizer. In the event of any audit findings, CWC Cincinnati's leadership will prepare a corrective action plan. The executive director will be responsible for overseeing the implementation of that plan, with oversight provided by the Finance Committee of the board.

Annual budgets

The executive director will develop school budgets with direct input from the school principals. The board will approve all budgets for the schools annually. The executive director, principals, and school staff will start developing budgets in the early spring and submit a working draft to the board's Finance Committee for its review. The Finance Committee, once the proposed budget has been approved, will recommend it to the board for approval. The approved budget

COMMUNITY SCHOOL CONTRACT

will be submitted to our sponsor per their timeline. The board will review actual performance versus budget at least quarterly. The executive director will explain any budget variances greater than 5 percent, as well as provide any recommendations for corrective action, as required. The budget process for CWC Cincinnati will include the following steps:

- Plan the scope and level of CWC Cincinnati's activities with sufficient funds earmarked for all goals, policies, or projects approved by the board
- Estimate sources of revenue for the appropriate time period
- Estimate the use of funds for all entities for the appropriate time periods and specify how services are to be provided and where they are to be applied or used
- Develop a statement of activities and cash flow for the budget period
- Obtain approval by the board

The executive director and relevant staff will establish guidelines, priorities, and assumptions for preparation of the budget. These assumptions will be communicated to all program managers (that is, executive director, school principals, and director of operations). When deemed appropriate by the Finance Committee, the annual budget can be revised midyear. Typically, a revision would be triggered by a significant enrollment variance from the approved annual budget. The procedures detailed above would be used for the budget revision.

Federal funds and grants

CWC Cincinnati will adhere to all federal guidelines, including OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations"; OMB Circular A-87 and 34 CFR 80.20 for financial management standards; 34 CFR 80.36 for procurement standards; 34 CFR 80.32 for inventory management standards; and Education Department General Administrative Regulation (EDGAR) 80. OMB Circular A-87 mandates that all costs paid with federal funds be necessary (needed for performance or administration of the grant), allocable (the cost benefits the program in proportion to the amount of money paid), and reasonable (the local education agency follows sound business practices, pays a fair market price, and acts with prudence under the circumstances). Funds should be targeted where the needs are greatest. EDGAR covers three broad components: (1) financial management, (2) procurement, and (3) inventory management systems. Federal grant dollars should be used to supplement, not replace or supplant, spending that would have happened anyway using local money had the federal funds not been available.

The executive director and finance staff (director of operations, back-office providers, or both) will be responsible for completing grant budgets, applications, and budget amendments, with the final authorization provided by the executive director and board chair (when applicable). CWC Cincinnati will ensure that reimbursement requests cover the appropriate grant period and will verify that all goods and services for which CWC Cincinnati is seeking federal reimbursement have been not only purchased and paid for but also have actually been received by the school. It will retain invoices and contracts on site as a backup for reimbursement requests.

Contracts

COMMUNITY SCHOOL CONTRACT

During its planning year, the board will approve a financial policies manual that includes clear procurement procedures for contracts of different sizes and types.

B.3 Transportation, Food Service, and Other Partnerships

CWC Cincinnati will locate and enter into agreements with mission-aligned community-based organizations in the city. The partnerships will be in the areas of student enrichment and support for core academic programs (partnerships with local museums, for example), before- and after-school providers, food-service providers, and other organizations to increase the bond between CWC Cincinnati and its surrounding community. The decision to form such partnerships will be made by the executive director, with approval when necessary by the board.

Transportation

Transportation services for CWC Cincinnati may be provided by Cincinnati Public Schools (CPS) through a contract with First Student (or alternative CPS provider). The budget shows no revenue or expenses associated with transportation under the assumption that the costs are covered by CPS. Transportation logistics are managed by CPS/First Student in cooperation with CWC Cincinnati's operation's team.

Food service

CWC Cincinnati plans to participate in the federal free- and reduced-price breakfast, lunch, and snack programs administered by the U.S. Department of Agriculture and will adhere to all applicable requirements including, but not limited to, meal pricing, determination of eligibility, nutritional value, and reporting requirements. Any and all food-service subsidy revenues received from the federal and state meal programs shall be used exclusively for the purpose of providing meals to eligible students and for no prohibited purpose.

Health services

CWC Cincinnati will comply with all health-services requirements applicable to public schools, including all federal, state, and local laws and regulations pertaining to the administration of medicines in schools. All students who have written documentation mandating administration of medication during school hours will receive the required medications from a nurse or a designated staff member, who will administer the medication at the prescribed time. Medicines will be kept in a secure location and be clearly labeled with their contents, dosages, and each student's name.

B.4 Insurance

CWC Cincinnati will maintain insurance in accordance with this Contract.

Exhibit 3. Governance Plan

C.1 Governing Body

The regional 501(c)(3) board's role is as decision-making public servants and fiduciaries of the school. The board will govern its school in alignment with the performance contract they agree upon with their sponsor, while adhering to and furthering the CWC mission. The key responsibilities of the board are as follows:

- **Oversight of CWC Cincinnati:** The board is ultimately responsible for monitoring school performance, including compliance with the charter and other governing documents. The board will receive regular updates from the CWC Cincinnati executive director, including at each scheduled board meeting, regarding the operational, financial, and academic progress of CWC Cincinnati.
- **Strategic planning:** The board, in conjunction with the executive director and supported by CWC Schools, will develop a strategic plan for the region and monitor its implementation.
- **Holding regional leaders and CWC Schools accountable:** The board will provide feedback on the performance of the executive director to CWC Schools to factor into the network's evaluation process. The board will also hold CWC Schools accountable to the terms of their license and affiliation agreement.
- **Enhancing the organization's standing:** Members of the board are ambassadors of the schools and work individually and collectively to increase CWC Cincinnati's standing in the community.
- **Ensuring legal and ethical integrity:** The board will ensure that the schools adhere to all laws, regulations, and rules and conform to the highest standards of ethical conduct.
- **Appeals by parents:** The board will hear appeals by parents on matters of student discipline, including expulsions.
- **School policies:** The board is responsible for establishing, implementing, and enforcing, or delegating the implementation and enforcement of, school policies.
- **Budget and financial resources:** The board is responsible for financial oversight of the schools, including approving budgets, monitoring and ensuring fiscal soundness, establishing fiscal controls, and ensuring that audits of the schools' finances are conducted as required by law.

Relationship between CWC Cincinnati and CWC Schools

CWC Cincinnati will be part of the national CWC Schools network. CWC Schools will engage with CWC Cincinnati through a license and affiliation agreement. The agreement will be negotiated and signed by both parties. The network will be the sole statutory member of CWC Cincinnati. The rights and powers of the sole member will be outlined in the articles of incorporation and bylaws adopted by the CWC Cincinnati board. Our goal and track record is to work collaboratively with our regions to further the progress of our Learning Model and students' well-being in diverse settings.

CWC Schools defines our role of network along a continuum of models for how a network office interacts with local sites. CWC Schools serves in the Operator role, determining strategy, processes, and decision rights for the region in the prelaunch phase.

Once a region has launched, CWC Schools moves into the Strategic Controller role until the region becomes stable and sustainable. In this role, CWC Schools sets and approves organization-wide strategy and facilitates the coordination of best practices. Once a region is sustainable, CWC Schools remains in the role of Strategic Architect, where it influences and supports regional strategy. All CWC regions are contractually related to CWC Schools by licensing and affiliation agreements.

Board training and development

Ongoing training will take into consideration the needs of individual board members as well as those of the overall board. To address individual and whole-board needs, training opportunities such as workshops, retreats, seminars, resource materials, and e-training will be identified and disseminated. The board chair will be responsible for maintaining a directory or schedule of training events. In this capacity, the chair will be expected to acquire information about training opportunities from various sources and provide an updated schedule of training events to board members at each board meeting. In addition to cultivating sources of information, the chair will accept suggestions for training from the various board committees. CWC Schools has formally partnered with Charter Board Partners in Kansas City, and CWC Cincinnati will be able to use this consultant for board trainings should the board desire. CWC Cincinnati board members will receive all training required by the state on an annual basis.

C.2 Governing Board Composition

Through the course of our engagement in Cincinnati, CWC Schools is building a pool of locally based, high-quality candidates to become founding CWC Cincinnati board members. These candidates have a range of nonprofit, community-based organization, service provider, business, family, talent, philanthropic, and legal expertise. It is critical that the founding board are aligned with the CWC Way and our Learning Model, mission, purpose, core values, and operating norms.

The five-member founding members of the CWC Cincinnati board of directors will have the required skills/expertise to govern the region, and three members will agree to serve as one of the following: chair, treasurer, or secretary.

CWC Cincinnati board member qualifications and succession plan

CWC Schools will work with CWC Cincinnati's board and leadership to continue to recruit future board members as CWC Cincinnati establishes itself. In existing CWC regions, this process typically involves the identification of potential board members, followed by multiple interview rounds with a regional board member, regional leadership, and a CWC Schools leadership staff member present. Ideal CWC Cincinnati board candidates will possess the following qualifications:

COMMUNITY SCHOOL CONTRACT

- Alignment with the CWC Way
- Alignment with CWC Schools' Learning Model
- A demonstrated commitment to adaptability, vulnerability, curiosity, humility, diversity, and community engagement
- A high level of comfort and experience with strategic planning
- A strong motivation to realize the vision of CWC Cincinnati through a governance role
- A deep connection to improving education outcomes for students in Cincinnati
- A clear connection to and understanding of the Cincinnati community

CWC Cincinnati will plan for the orderly transition of board members to ensure the ongoing stability of the organization. Board members will be expected to provide sufficient notice of their leaving to enable a consistent process to locate and recruit a replacement aligned with the qualifications listed above and possessing the specific skill sets necessary to meet the needs of the overall board at the time of the vacancy. The board will elect leadership (chair and vice-chair) after a discussion of qualifications and the ability to fulfill the role.

CWC Cincinnati board committees

CWC Cincinnati will develop the following committees as the board brings on additional capacity should this contract be approved. The goal of the committees is to streamline the governance of CWC Cincinnati as effectively as possible and incorporate specific areas of expertise into the decision-making process.

- **Executive Committee:** This committee will have the capacity to exercise the full authority of the board as long as it acts in a manner consistent with the charter and bylaws of the organization. This committee will address issues that arise between scheduled board meetings. The Executive Committee will also meet to hear proposed policies and programs and to discuss these proposed items before they are presented to the entire board.
- **Finance Committee:** The board will delegate the responsibilities of the Finance Committee, generally to include the following: vetting and recommending an auditor to the full board for approval, overseeing the development of budgets by the school's leadership staff and making recommendations to the board with respect to the adoption of budgets, and assessing the financial condition of the school for purposes of reporting thereon to the board.
- **Facilities Committee:** The CWC Cincinnati Facilities Committee will support the board's efforts to design an overall facilities development strategy for CWC Cincinnati. Specific components to be addressed by the committee include creation of a CWC Cincinnati facilities development strategy and the identification, acquisition, and renovation of a facility to house CWC Cincinnati's regional network of schools.

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

C.3 Management and Operation

The CWC Cincinnati board will be kept informed of each campus's progress through regular board meetings. The CWC Cincinnati executive director will provide a dashboard report to the board in advance of each board meeting, which the board will use to evaluate progress toward meeting academic, operational, and financial goals.

Staff and parents will be involved in the governance of the school through the Principal's Council (PC). The purpose of the PC will be to provide advice and feedback to the principal around day-to-day activities of the school and to provide grassroots-level feedback on issues in a timely manner. The PC will not be a decision-making public body but will serve to provide the principal with feedback from the school community that will be one of many data points used to inform the principal's decisions. The PC will be an advisory body.

In addition, the principal may invite other stakeholders to participate in the PC at his or her discretion and with the intent of ensuring a diverse and engaged council. These additional members may include representatives from standing Family Council (FC) committees (fundraising, outreach and family support, communications, and room parents), grade-level representatives, and other stakeholders, as needed. The executive director will not participate in PC meetings or activities unless expressly asked to do so. The principal will utilize the input of the PC when reporting on school activities to the board. CWC Cincinnati will also distribute an annual staff survey to gather additional feedback into the operational and academic performance of the schools, including elements such as leadership and professional development.

Relationship of the board to administrative structure and to staff, parents, and students

The CWC Cincinnati board will contract with CWC Schools to hire, manage, and evaluate the executive director as part of CWC Schools' services to the region. The executive director will be responsible for the overall operations and outcomes of CWC Cincinnati. The executive director will be an employee of CWC Schools. The CWC Cincinnati executive director will be responsible for the overall operations of the school, including managing the principal, who will be the instructional leader of the school. It will be the primary responsibility of the executive director to ensure that the organization meets annual financial goals and generates an appropriate surplus without compromising the quality of the program, thus securing the school's long-term sustainability. The executive director will report regularly (at least monthly) to the CWC Cincinnati board of directors.

Additional CWC Cincinnati staff will work with the board as appropriate, including making presentations to board committees (for example, the director of operations may present to the Finance Committee). The principal will submit reports regarding the academic progress of the school. Parents will have access to the board at regularly scheduled CWC Cincinnati board meetings. Finally, board members will be encouraged to interact with CWC Cincinnati's students during visits to the school, including special events and student performances. CWC Schools has found the "Friday-morning sing" assembly by our younger children at our existing sites to be particularly attractive to board members.

Executive director

COMMUNITY SCHOOL CONTRACT

The executive director will create and maintain an organizational culture at CWC Cincinnati that challenges and motivates the region's diverse leaders, students, teachers, and families to achieve academic excellence, develop as people, and positively impact the communities in which they live. Additional operational responsibilities of the executive director include the following:

- Support and develop school-based leadership in the areas of hiring, staffing structure, and curriculum and instruction to align with CWC Cincinnati's purpose, mission, and core values
- Report to CWC Schools and communicate directly with the CWC Cincinnati board, the sponsor, the Ohio Department of Education, and other regulatory bodies on activities, organizational-development progress, and student achievement
- Build a culture of relentless self-improvement and adaptive leadership throughout the entire school
- Ensure the implementation of the CWC Learning Model and alignment of school-based academic programming
- Oversee and liaise with CWC Cincinnati's legal support as appropriate
- Develop and implement regional fundraising activities to supplement the CWC Cincinnati budget
- Oversee the operating budget, payroll, contracts, and all other financial and accounting operations, supervising the efforts of the director of operations and any contracted back-office financial service provider

School principals

The CWC Cincinnati principals will report to and be evaluated by the executive director and will be responsible for instructional leadership, along with curriculum development and implementation at the school. Following the hiring of an assistant principal ahead of the third year of each campus's operation, the executive director will work with the principal and assistant principal to determine the annual oversight structure of school-based staff. These decisions will be based on the skill set and experiences of the principal and assistant principal, as well as the skill set of the instructional staff. CWC Cincinnati's regional leadership will have access to the CWC network to understand best practices regarding staff recruitment. The following is a description of the principal's educational leadership responsibilities:

- Own, as leader of the school, responsibility for student academic achievement
- Provide instructional leadership, coaching, and support to teachers who are working with a diverse student body, drawing on best practices and methods that foster the proper amount of differentiation and support to ensure that all students are performing at high levels and developing as critical thinkers
- Work to recruit, hire, retain, support, and supervise talented teaching staff and outside consultants in implementing an educational program that furthers CWC Cincinnati's mission
- Facilitate the use of a wide array of assessments as described in Section A.9: Assessment and Intervention, reflecting the educational philosophy of CWC Cincinnati and preparing students to excel on statewide measures

COMMUNITY SCHOOL CONTRACT

- Use multiple sources of data to develop a plan for the ongoing improvement of student achievement by overseeing the collection, analysis, and use of these data in relationship to specific students, teachers, and curricula
- Report on activities, organizational-development progress, and student achievement to the board, our sponsor, CWC Schools, and other applicable state and federal reporting agencies
- Work with the executive director to draft and monitor the school's budget and ensure that daily financial and business activities are compliant with the school's fiscal policies
- Establish, support, and supervise ongoing professional-development plans and opportunities, including a Summer Institute

Director of operations

The director of operations is responsible and accountable for the development and implementation of systems to support the nonacademic operations of the organization at both the school and regional office levels. The director ensures that the organization is in compliance with its charter and all applicable laws and regulations. This person will be responsible for the school's enrollment and student records; human resources, payroll, meal programs, and receipts; health and safety systems; information technology; procurement; and regulatory compliance. These responsibilities include but are not limited to the following:

- Work to ensure that processing of all monies received at the school follows the school's fiscal policies
- Manage partnerships and logistics involved in facility maintenance and upkeep
- Ensure timely and proper enrollment and attendance reporting to all appropriate agencies and ensure timely and accurate collection of public funds
- Oversee and administer personnel matters, including (through vendors) payroll, benefits, and COBRA, and properly implement all school policies and procedures relating to human resources
- Work closely with the school office team to oversee school meal programs by contracting with a local food-service provider
- Work collaboratively with the school leadership team to develop annual emergency and safety documentation, training, and support
- Ensure that the school's technology systems are working by managing contracted services and coordinating on-site servicing and repairs with office personnel
- Work with school-based operations teams to manage procurement of goods and services, in accordance with governing law and the school's fiscal policies, and negotiate and oversee contracts with major vendors
- Ensure strict compliance with Cincinnati and federal regulations and ensure that all required reports are submitted in a timely manner

Special education coordinator

The special education coordinator's primary responsibility will be leading the implementation of CWC Cincinnati's program for students with disabilities. Duties will include ensuring full compliance with Cincinnati and federal laws and regulations, including the requirement that

CWC Cincinnati's students with disabilities receive a free, appropriate public education. Additional responsibilities include these:

- Ensuring that all incoming CWC Cincinnati parents are fully aware of their child's rights related to the Individuals with Disabilities Education Act (IDEA), Part B; the Americans with Disabilities Act, Title II; and the Rehabilitation Act, Section 504
- Monitoring and implementing the school's compliance with individualized educational programs (IEPs), including maintaining active and up-to-date records
- Monitoring and implementing the school's special education program, which includes student assessment, reporting, and compliant, timely response to parent inquiries
- Supporting and leading the convening of SSTs and providing clear agendas, goals, and documentation for each meeting
- Overseeing and implementing the school's RtI program and monitoring and documenting it schoolwide, including classroom progress toward goals
- Holding conferences with teachers, school leaders, other instructional personnel, and external educational agencies to aid in the development of robust, appropriate educational programming and supports for students who are at risk of failure, not meeting school academic goals, or currently being supported by a formal IEP

CWC Cincinnati will source suitable back-office providers, and the regional budget includes funds to support this capacity. In addition, CWC Schools has projected the inclusion of a regional office coordinator who will have expertise in Ohio's Education Management Information System (EMIS).

C.3.1 Records

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

C.4 Staffing and Human Resources

In all recruitment processes, including those led by CWC Schools and those led by CWC Cincinnati following the launch of the region, ensuring a racially, culturally, and socioeconomically diverse staff cohort is critical to CWC Cincinnati's mission and therefore the successful replication of CWC's Learning Model. Specific steps to achieve this goal include ensuring the Cincinnati-based "nominators" represent diverse backgrounds and viewpoints, going beyond traditional recruitment vehicles to access historically underrepresented networks and tailoring a vetting process that prioritizes alignment with CWC's Learning Model and mission.

From year one onward, the principal, with input and support from the executive director, will be responsible for hiring all school staff who do not reside at the regional office level. The executive director will work with the principal and assistant principal to determine the annual oversight structure of school-based staff. These decisions will be based on the skill set and experiences of the principal and assistant principal, as well as the skill set of the instructional staff. CWC Cincinnati's regional leadership will have access to the CWC network to understand best practices regarding staff recruitment.

Each Kindergarten classroom will have a full-time teacher and teaching associate. CWC Cincinnati's Kindergarten students will receive enrichment support beginning in the first year of each campus's operation. CWC Cincinnati's regional leadership (executive director and principal) may decide to hire either one full-time enrichment teacher to support both music and visual arts enrichment or hire two separate part-time staff members to support in each respective area. There will also be one reading specialist to support classroom instruction. The reading specialist will provide in-classroom support, coteaching, and one-on-one differentiation, working with classroom teachers. Reading specialists also participate in grade-level team planning and professional development.

CWC Cincinnati will hire dedicated special education staffing from the onset of operations. These team members will be dedicated to ensuring that all CWC Cincinnati students with disabilities are fully meeting CWC Cincinnati's selected standards within the CWC Learning Model and being provided a full continuum of services in the least restrictive environment.

CWC Schools believes that all staff benefit from regular and constructive developmental coaching and feedback. In order to ensure the professional growth of all staff at CWC Cincinnati, regular performance reviews are part of the staff-development model. The executive director and principal work with all staff to ensure that the development of their goals is appropriate to the description of their position and their role within the school community. The CWC Cincinnati Board will provide annual feedback to CWC Schools regarding the performance of the executive director and annual feedback to the executive director regarding the performance of the principal. The executive director will report to the board at regularly scheduled board meetings regarding CWC Cincinnati's organizational health and performance.

Teacher quality

We develop students who can work across lines of difference, tackle big problems, and hold a lens of justice. With our diverse student body, historical foundations of social-emotional learning, and families committed to our mission, something special is happening at CWC, and our educators will not hesitate to say that. They are passionate, values aligned, and are personally connected to our mission, telling their "why" and the reasons they choose to get up every day to work at CWC.

CWC Schools believes that recruiting, developing, supporting, and retaining high-quality teachers is essential to the success of our schools. All classroom teachers at CWC Cincinnati will have a bachelor's degree, the appropriate certification, and demonstrated competence in their

core academic subject matter. Teaching associates will have at minimum a bachelor's degree. We will especially seek out teachers who speak additional languages and those who have the experience and the desire to work with racially, socioeconomically, and culturally diverse populations.

Recruitment of teachers will involve multiple methods. CWC Cincinnati intends to recruit qualified teachers with a range of experience levels and will provide them with support systems such as commercial curriculum materials and unit- and lesson-planning frameworks shared across the CWC network. CWC Cincinnati's executive director will prioritize building relationships with universities in the Cincinnati area to develop talent pipelines and publicize open positions. CWC Cincinnati will utilize professional networks such as Teach For America, along with teaching job fairs and postings at local universities, to publicize open positions. We will also engage with networks such as myEDmatch, which works to match teachers with mission-aligned schools. Postings will appear on multiple sites (EdJoin, Craigslist, and CWC Cincinnati's website) and be forwarded through university alumni groups.

When a position is available, CWC Cincinnati will review the criteria and qualifications for the position and advertise it, along with a job description. Based on a review of résumés, school leaders (and current teachers) will interview likely candidates and observe them teaching a sample lesson (or, in the planning year, reflect on a candidate-developed lesson plan). As needed, additional processes, such as analysis of student performance data or videotaped instruction, will be used to select the final candidate.

Attracting and retaining CWC Cincinnati teachers

CWC Cincinnati will seek to attract and retain teachers by providing and promoting the following:

- **Learning model:** The CWC Learning Model requires, attracts, and respects stellar people. Outstanding educators want to be part of a high-quality organization that provides relevant support, acknowledges and encourages their capacity to address local issues, gives them the autonomy to determine the best way to teach within a collaborative environment, and invests in their development.
- **Effective leadership:** We recognize the importance of providing strong and effective leadership. In hiring the executive director and school principals, we will prioritize vast experience with hiring, developing, and supporting teachers in diverse learning environments.
- **High-quality and authentic professional development:** CWC Cincinnati will provide teachers with ample opportunities for high-quality professional development. Teachers will receive training prior to the start of each school year through the CWC Cincinnati Summer Institute. Teachers will also have weekly common planning time to work with their grade-level colleagues.
- **Collaborative environment:** A collaborative learning community values the varied strengths of every member. We intend to develop our teaching faculty into a supportive community that values and extends its talent. Faculty will work together to plan units, solicit feedback on lessons, and share instructional techniques.

COMMUNITY SCHOOL CONTRACT

- **Supportive staff structure within competitive class sizes:** CWC Cincinnati will provide class sizes of twenty-four in the elementary school grades. Teachers will be supported by teaching associates in each classroom in Kindergarten, along with additional faculty support (reading specialists, enrichment teachers, and staff dedicated to special education). These practices will allow teachers to invest fully in each student.
- **Professional work environment:** CWC Cincinnati will create an environment that is professional and collegial. Central to this work will be creating and maintaining a culture that is inclusive of all individuals.
- **Competitive compensation:** All employees will be compensated commensurate with their experience and job responsibilities and will receive competitive benefits. CWC Schools has worked with existing public charter schools and regional specialists to research salary and benefits packages in Cincinnati and ensure that our proposed structure will be competitive.
- **Growth opportunities:** Across CWC's network, we encourage talent to be supported in their growth. Teaching associates have become teachers, and founding teachers have gone on to principal positions at new CWC schools. We see a region-wide network of schools as providing additional opportunities for professional growth as CWC Cincinnati expands.

CWC Cincinnati will be proactive in ensuring the satisfaction of our teachers and will work to resolve any issues prior to escalation. In addition, CWC Cincinnati will conduct an annual teacher survey to provide teachers with an opportunity to anonymously indicate their level of satisfaction with the school as well as their recommendations for improvements. Leadership will use the results to make adjustments to ongoing professional development as necessary.

C.5 Professional Development

School-leadership development

We know that school leaders play an especially critical role in our model. They are the vision holders for our learning philosophy and approach. They model and uphold the dispositions and culture we aim to grow. They forge and evolve the support systems that allow students, educators, and families to thrive. The CWC School Leader Institute aims to honor that unique and powerful role by establishing a robust learning community and suite of supports that enable principals to grow in their leadership and amplify their impact at their school sites.

Given our complex, innovative model, we must increase support for adults within our communities. Leadership is incredibly important when trying to replicate our model. CWC sees the creation of an Institute as a key support to strong future school leaders who are prepared to lead new schools and may provide a career pathway for CWC teachers looking for additional leadership opportunities. The Institute is also a reflection from many years of developing a unique model and the recognition that CWC Schools must lead the training of our next generation of school leaders in our Learning Model.

The Institute is designed to support school leaders in developing their school vision, plan to realize it, and personal capacity to launch and sustain the model over time. The Institute takes key elements of the CWC Learning Model and translates these into a participant-centered, hands-on experience. Participants will leave the two-year program experience with the following:

- Deep understanding and fluency in the CWC Learning Model, including the three strands (Core Academics, Social and Emotional Development, and Difference and Inclusion), operating norms, and core values
- Deep understanding, practice, and application of the CWC Graduate Dispositions
- High level of proficiency in specific foundations of leading a school, including aspects of leading within a diverse community

This Institute will include an intensive, one-year cohort experience, followed by a year of CWC coaching support. During the program, participants will take part in a combination of residencies at CWC schools, school inspiration visits, leadership and self-reflection activities, specific professional-development workshops that provide high-quality resources and tools to lead a strong diverse-by-design school, and dedicated time and support to design and plan for a new school. Participants will exit the program with a deep understanding of and fluency in the CWC Way; our Learning Model, including the Graduate Disposition framework and the three strands of CWC's educational DNA; and a high level of proficiency in the foundations of leading a diverse-by-design school. In the year after the Institute, participants will receive follow-upcoaching to support them in the first year of their school launch.

CWC Schools is piloting the Institute with an internal regional network of existing and prospective school leaders. The design and implementation of the Institute has been financially and strategically supported by The Ewing Marion Kauffman Foundation and The Walton Family Foundation.

Teacher development

CWC Cincinnati's Learning Model demands high-quality teaching and expert teachers. Our approach to curriculum and instruction requires substantial time for teacher development and collaborative work. Thus, professional development is a core component of the school's design. Through professional development, teachers will develop the following:

- An understanding of the CWC Cincinnati purpose, mission, core values, and philosophical foundations
- Familiarity and dexterity with using instructional methods and curricular tools to accomplish student achievement goals
- Curriculum unit and lesson plans developed collaboratively in grade-level teams and with school leadership during the Summer Institute and throughout the year
- Skill in analyzing student assessment data to assess students' progress and determine implications for future teaching
- Capacity and comfort in reflecting with their peers as they strive to become even better teachers

Just as our teachers will modify instruction based on their individual students' needs, so too will our principals design professional-development activities to meet the specific needs of individual teachers. In crafting the school's initial professional-development plan, our founding principal will adapt the particular structures and content based on the experience and expertise of the founding faculty members. In subsequent years, the principal will adjust the professional-development plan to accommodate the needs of incoming faculty members, to respond to insights gleaned from practice, and to develop techniques to respond to identified student needs. Specific professional-development activities to support faculty in their professional growth will include the following:

- **Summer Institute:** During the Summer Institute (projected to last fifteen days in August 2021 for year one), all faculty will be introduced to our curricular materials, participate in in-depth training on our instructional techniques, learn to administer assessments, and collaboratively plan units and lessons.
- **Ongoing schoolwide professional development:** CWC Cincinnati's school calendar also includes five full workdays throughout the year for intensive development focused on the progress of the school as a whole in a collaborative, supportive environment. In addition, portions of these sessions will be used for breakout groups that allow teachers to work in partnership with their peers in the same grade and across grades as relevant.
- **Regularly scheduled meetings:** School leadership and faculty will meet regularly throughout the school year to address curriculum planning and logistics, as well as larger professional-development opportunities.
- **Grade-level common planning time:** Teachers will be provided ample planning time. Students' participation in specialty enrichment classes allows time for teacher planning during the school day. Grade-level teams can use that time to collaborate and refine curriculum together, and to develop lesson plans.

- **Individual planning time:** School leadership will also ensure that teachers have time to plan individually and reflect on student data. Enrichment classes will be planned to prioritize this time. CWC Cincinnati's school-calendar and instructional-hour requirements are most comparable to those of CWC Kansas City, and CWC Schools will ensure that CWC Cincinnati's leadership has access to CWC Kansas City's strategies for ensuring sufficient individual and grade-level planning time.

Professional-development plans related to students with disabilities and English language learners

We believe that the greatest responsibility for successfully educating students with disabilities lies within the core classroom day. Through professional development and collaborative support, teachers will receive training on effective intervention strategies targeted toward the areas of greatest need. CWC Cincinnati will have the advantage of reviewing and adapting existing CWC sites' policies and processes for designing professional-development plans for students with disabilities, including example Summer Institute agendas and workshops that can be adapted by CWC Cincinnati's leadership and faculty. These resources are designed to ensure legal compliance and inclusion in CWC's Learning Model.

CWC Cincinnati's professional-development plans will incorporate in-depth planning prior to the start of each school year and ongoing implementation and reflection throughout the year. At the three-week Summer Institute prior to the school year, CWC Cincinnati's special education coordinator, with support as necessary from the principal, will lead multiple sessions with school faculty that focus on the following:

- The legal requirements of ensuring that all students receive a free and appropriate public education under Section 504 of the Rehabilitation Act of 1973, including the legal requirements related to discipline for students with disabilities
- Legal requirements related to educating students who are ELL students as well as the school's ELL program and service delivery model
- The process for implementing IEPs, along with the process for identifying students and referring any who may require an IEP
- CWC Cincinnati's legally compliant Child Find process
- The ways in which CWC Cincinnati's special education team members will collaborate with classroom and support staff, including the RtI process
- Strategies for modifying curriculum and instruction to accommodate student needs
- Teachers' responsibility to address IEP goals, accommodations, and modifications
- The legal rights of parents and guardians and strategies for reaching out to them regarding their students' progress

Throughout the year, if and when students with IEPs enroll, classroom teachers and the special education team (coordinator and special education teachers in year one and two, with the director of student support added in year three) will meet to discuss the implementation of the students' IEPs. Throughout the course of the year (on at least three occasions), professional-development reflection and implementation sessions will be provided to all teachers on the topics outlined above. The principal, with the input of teachers and special education staff, will identify

additional potential issues on which to provide development and will provide professional development accordingly.

Grade-level teams will develop strategies to ensure that WIDA standards are incorporated into unit plans and will meet as necessary throughout the year to adapt the standards to the specific needs of the school population. In addition to these items, the principal will lead sessions related to curriculum and instruction modifications for students with disabilities and ELL students. The focus of all these sessions will be to ensure an inclusive learning environment for all students and to ensure that every student is meeting CWC Cincinnati's selected standards through the Learning Model. The principal will ensure that CWC Cincinnati's faculty members understand the process of the SST, which addresses plans for students identified as being in need of additional supports.

CWC Cincinnati staff will avail themselves of external professional-development opportunities related to students with disabilities and ELL students, specifically to ensure that CWC Cincinnati is aware of potential policy or legislative changes that may affect its delivery model. The executive director will be responsible for identifying such opportunities, including seminars and workshops hosted by local colleges, for example. These trainings will supplement, not replace, the extensive professional development described above.

Assessing teacher effectiveness

Consistent supervision and teacher support is essential to ensuring that high-quality and appropriate instruction is occurring in all classrooms throughout the year and will take multiple forms at CWC Cincinnati. Ongoing professional development will be supported throughout each school year by the evaluation system, which incorporates teacher-mentor relationships and modeling, regular principal-teacher support meetings, and classroom observations and feedback.

Observations, feedback, and coaching

The principal will be in classrooms daily, conducting informal walk-throughs and more extensive observations. The walk-throughs will provide glimpses of instruction over time, while the more extensive observations will enable the principal to understand how full lessons unfold. Regularly scheduled check-ins with each individual teacher will allow for debriefing and coaching. In the third year of school operations, each school will add an assistant principal with whom the principal will partner in observing classrooms and providing feedback. The principal will work with instructional leaders (assistant principal when hired and reading specialists as appropriate) to determine when individual teachers would benefit from targeted instructional coaching.

Data analysis

The principal will monitor student outcomes through both state standardized assessments and the formative assessments detailed in Section A.9: Assessments and Intervention. Through the analysis of student performance data, the principal will determine the effectiveness of the instruction provided. These results will guide the monitoring and support that the principal provides to the teacher. The trends inform the lessons the principal selects to observe, the

reflection questions asked, the focus of feedback provided, and the type of professional-development support offered.

Whole-child meetings

Whole-child meetings will occur three times per year. A member of the school administration, in conjunction with grade-level faculty, will participate in these meetings at each grade level. For example, the principal may partner with a Kindergarten teacher, along with a reading specialist. The meetings will include discussions of each child in the teacher's class and prioritize gathering actionable information on the child's progress along with maximizing staff time. This meeting is a key source of information not only about the progress of each student but also about the teacher's development, the success of the instruction provided, and the teacher's reflections on his or her efficacy in addressing students' needs.

Lesson-plan review

Teachers will submit weekly lesson plans electronically and post them to an online file-sharing resource such as Dropbox or Google Drive. The weekly schedule of lessons is shared with colleagues in addition to the principal. This system will facilitate the potential for mixed groups, consistency across classrooms, and coplanning, as well as connections between classroom and specialty instruction. The principal will review lessons regularly; the focus and frequency of the review will be informed by recent student performance data and classroom observations. Narrow feedback will be provided via email and, when warranted, more substantive feedback will be provided in one-on-one coaching sessions. In some cases, lesson-plan concerns that span several teachers may inform future professional development. Teachers will share planning depending on their interest areas and expertise, and all plans will be shared across the grade-level team and be available to faculty in different grades.

Professional-development training and support sessions will typically be carried out by the regional leadership (executive director, principal, and special education coordinator) routinely and consistently. The executive director will be on the school campus most days during the school year. In addition, CWC Cincinnati will bring in educational experts and consultants in areas of specific focus, with support from CWC Schools. At times, professional development in the use and implementation of specific curricular materials will be supported with trainings from the publisher or program. The principal will use feedback from teachers, observations of instruction, and student performance data in determining the specific content and timing of professional development, as well as the effectiveness of the professional-development plan being offered. Should changes need to be made to the plan based on student academic progress, the principal will adjust it accordingly.

C.6 Student Recruitment and Enrollment

CWC Cincinnati projected enrollment growth

CWC Cincinnati’s projected and budgeted opening-year enrollment of 120 students can be achieved based on the need and demand we have seen for CWC’s model in our extensive engagement to date. In addition, CWC Cincinnati’s leadership will be the beneficiary of CWC Schools’ community engagement and relationship building to date and of the financial and staffing resources and network services CWC Schools will offer each CWC Cincinnati school from the planning period onward. CWC Cincinnati will focus on retaining its current student population as they matriculate through each campus and backfill if seats become available, along with recruiting incoming lower-grade students. We have incorporated the following factors into our projections:

- **Replication of CWC’s existing enrollment growth model:** Each school in our network has launched with a grade configuration that is below its approved final capacity. Our schools typically open with K–1 and are approved to grow to K–12 (Kansas City) and K–8 (Los Angeles). By starting small, each school has the best opportunity to foster its own unique community at a scalable level as it adds additional grades.
- **Early Sponsor Conditional Approval:** CWC Cincinnati will be in a very strong position to hire regional leadership at a minimum more than eighteen months before the first CWC Cincinnati school opens. Traditional application cycles typically allow for twelve months at most. Sponsor approval will also allow for parent engagement and facility planning to move ahead on/ahead of schedule with certainty.

CWC Cincinnati projected enrollment targets

Grade/year	2021–22	2022–23	2023–24	2024–25	2025–26	Enrollment Range per Grade
K	48-72	72	72	72	72	48-72
1	24-48	72	72	72	72	48-72
2		48	72	72	72	48-72
3			48	72	72	48-72
4				48	72	48-72
5					48	48-72
6						48-72
CWC Cincinnati #1 Total	92-120	192	264	336	408	312-504

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

Community engagement strategies: Positioning CWC Cincinnati to enroll a diverse student population

CWC Schools will provide on-the-ground support to CWC Cincinnati, sharing guidance, best practices from previous launches, and staff resources toward the recruitment efforts. CWC

Schools has developed relationships with a wide range of community-based organizations and families in Cincinnati that can be leveraged to access parent communities.

We have identified the following key strategies to ensure the success of our student-recruitment process:

- **Family room and community meetings:** CWC Schools began hosting family-room meetings in the summer of 2019 to share our plans and model with Cincinnati families. A family room refers to small gatherings, typically with up to ten attendees at a time, hosted by either a local family or community organization. CWC Cincinnati, with ongoing support from CWC Schools, will continue to organize and host such meetings throughout the spring and into the planning year.
- **CWC School Tours:** CWC Schools is working to implement tours of existing CWC schools in Los Angeles and Kansas City for Cincinnati-based community stakeholders and families. We have held five such tours to date and believe that showing our model in person and connecting Cincinnati locals with fellow parents and staff in our schools will be a powerful tool to show what can be possible. Accelerate Great Schools' overall launch funding commitment includes funds for CWC Schools to carry out such activities.
- **Incentives for attendance:** Recently launched schools such as ReGeneration Cincinnati have utilized strategies to encourage parent attendance at enrollment events such as launching a communications strategy with an announcement of a week of activities including a potluck night, a game night, and application parties. We intend to refine and implement these strategies as necessary.
- **Student-recruitment/informational fairs:** CWC Cincinnati will participate in the various student-recruitment fairs in Cincinnati. We will develop strategies to maximize our attendance and presence at these events and will offer marketing and informational materials in multiple languages. These materials can be adapted from existing CWC Schools documents.
- **Neighborhood and door-to-door engagement:** The executive director will monitor the community for new organizations and businesses with which to form relationships and will serve as the lead in conducting initial outreach with new contacts and potential partners. Where appropriate and beneficial to the recruitment efforts, the executive director will conduct door-to-door engagement with families in our target neighborhoods and across the city.
- **Diverse student-recruitment team:** The executive director will oversee the hiring and management of a temporary recruitment team to work in the period leading up to the enrollment application window. This team's role will include canvassing neighborhoods in our target neighborhoods and beyond. CWC Schools has recent experience in recruiting and organizing such a team for our Kansas City launch and can share strategies and materials from that launch.
- **Early-learning centers, Head Starts, civic groups, and associations:** CWC Cincinnati will continue to engage with Head Start, preschool programs, and early-learning centers in Cincinnati. Further engagement with staff and parents at these sites will be a priority in the planning year.
- **Online/social-media/news-alerts promotion:** Existing schools within the CWC network use active, parent-led Facebook pages that promote key dates in the school calendar,

including enrollment events. Should this contract be approved, CWC Schools will assist the executive director in creating a separate regional website.

CWC Schools will ensure that our engagement is inclusive, especially reaching non-English-proficient and limited-English-proficiency families and students. A key to reaching full enrollment will be ensuring that we develop a varied approach and do not rely on one particular strategy such as electronic communications (website and newsletter blasts). The following are some strategies CWC Cincinnati will implement:

- **Event timing:** Every effort will be made to maximize attendance at CWC Cincinnati events. This will include scheduling events at times of the day that will allow families with multiple jobs, or those who live in areas of Cincinnati with limited public transportation, to attend.
- **Free childcare:** Including a free childcare option during informational meetings is critical to engaging with families who may not have the luxury of organizing and paying for their own childcare. CWC Cincinnati will prioritize this service in the planning year and beyond.
- **Accessible locations:** We will ensure that all locations for recruitment events are as close to public transportation as possible and ADA accessible. In existing CWC regions, we have typically found that public libraries and community centers fulfill these requirements.
- **In-person translators and translated recruitment materials:** CWC Cincinnati has budgeted for translators for our engagement throughout our charter, and we can also take advantage of translated materials from existing CWC schools describing our Learning Model. These materials can be adapted as necessary by CWC Cincinnati.
- **Diverse community advocates:** CWC Schools has developed a diverse network of community advocates to become validators for the school and ensure that established stakeholders and organizations are backing up our message to parents and the community.

As CWC Cincinnati continues to grow its enrollment beyond the opening year, we will incorporate additional strategies to ensure that our campuses grow in popularity and demand with Cincinnati families. Many of these strategies have been developed with success at existing CWC schools across the country, and others reflect lessons we have learned from existing public charter schools in Cincinnati.

- **School tours of CWC Cincinnati facilities:** In the months prior to each enrollment process, CWC Cincinnati will encourage prospective parents to tour the school building in order to see the Learning Model and philosophical foundations in action and to experience the inclusive environment CWC Cincinnati seeks to foster. Tours will be scheduled to allow for the greatest scope of access for prospective parents without impacting school programming.
- **Meetings with leadership and faculty:** CWC Cincinnati will establish consistent times to host information and question-and-answer sessions between school leadership, faculty, and prospective parents. In existing CWC locations, these have taken such forms as a morning coffee meeting prior to the beginning of the school day.

- **School-based events:** During the course of the school year, existing CWC schools regularly hold events early in the morning and after school in which current and potential parents are invited to participate. These events include curriculum nights in which school leadership and staff members host forums regarding particular elements of the school's program.
- **Ongoing reflection cycles:** After each recruitment and enrollment cycle, the executive director will organize and lead sessions reflecting on the successes and challenges of the process. The executive director will then incorporate the lessons learned into future recruitment cycles.

Anticipated challenges in recruiting and retaining students

Any replication of a successful public school model faces challenges that can impede student recruitment and retention. In this section, we outline the challenges that we anticipate CWC Cincinnati will face and strategies to counter them. We have embarked on our work in Cincinnati acutely aware of the history of new school launches and management organization replications and of the ongoing challenges and successes public schools encounter in Cincinnati.

Enrolling a truly integrated, diverse population

Serving a diverse student population is the foundation of CWC Cincinnati's mission. Developing, executing, and monitoring an intentional recruitment process is critical to ensuring this mission is fulfilled. To support CWC Cincinnati's recruitment process, we have budgeted additional funding (\$50,000) for on-the-ground recruiters and more face-to-face interaction and personal follow-up during the planning year. This close communication will be accompanied by internally tracking parents' commitments. The executive director, with support from CWC Schools, will utilize the available real-time data and make adjustments as necessary to ensure that (1) CWC Cincinnati is on the path to full enrollment and (2) the applicant pool reflects the racially and socioeconomically diverse school we seek to launch.

Furthermore, CWC Schools believes it is imperative to ensure that we are engaging with families from all different racial and socioeconomic backgrounds, as well as families who may not be proficient in English. In the CWC Cincinnati launch, these strategies include developing relationships with a wide cross section of community-based organizations that engage with families across the city, and it also means connecting with parents in our target populations at an early stage so that they are aware of, and energized by our model.

Furthermore, when promoting our schools to families, CWC has learned from previous regional replications that the engagement must go beyond a presentation from school staff or volunteers. It must take the form of one-on-one conversations, follow-ups, and phone calls to make sure the parent or guardian deciding where to send a child in a highly competitive district has all the necessary information and feels involved in the CWC community. Another lesson from existing CWC regions is that engagement is most effective when there is trust between the school staff member or volunteer and the parent or guardian. An effective tool to create this trust is to ensure that the staff members and volunteers have firsthand knowledge of the neighborhood and community members with whom they are engaging.

Providing a high-quality option in a dormant public-choice market

As detailed in Section A.4: Target Population (Market Research), CPS enrollment is steadily increasing, while charter school enrollment is flat. Parents in the city do not identify charter schools as high-quality alternatives, even given the struggling performance of many CPS schools (see data in Section A.4). In Cincinnati, it will be critically important to engage families across the socioeconomic spectrum, some of whom may be looking for private school options and others who may be unaware that additional high-quality options exist. We must be clear about our national network's history of achievement and our work to understand the Cincinnati community, and we must ensure that families understand what a charter school is and the goals of our Learning Model.

Additionally, because CPS has a relatively high enrollment share and has partnerships with a number of nonprofit service providers across the city, we understand that stakeholders may be wary of seeming to be allied with a new charter school. CWC Schools is always open to considering ways in which our schools can meaningfully partner and collaborate with the local district. We believe the depth of our engagement in Cincinnati to date and record of achievement throughout our network has built enough trust with stakeholders that they will be open to supporting our work as we move forward.

Facility location and suitability

Securing an appropriate facility for CWC Cincinnati's initial school in one of the target neighborhoods will be a critical priority in the planning year. CWC Cincinnati's facility must be accessible and also reflect the school's mission and Learning Model. CWC Schools has intentionally allowed for some flexibility in this regard by including multiple target population geographies.

In addition, CWC Schools has developed relationships with facility vendors that are active in Cincinnati, including Level Field Partners, The Illinois Facilities Fund (IFF), and Capital Impact Partners. We have identified several initial options within our target neighborhoods to house CWC Cincinnati's first school. These options, along with our overall facilities plan, are described in Section D.1: Facilities.

Retaining students following CWC Cincinnati's launch

CWC Cincinnati will utilize the following methods to mitigate student attrition and maintain high retention rates: competitive class sizes with staffing support for classroom teachers (teaching associates in every Kindergarten classroom, enrichment teachers, reading specialists, and dedicated special education and ELL staff), close relationships with families and multiple ways for them to provide feedback to the school, differentiated instruction, and regular monitoring of student progress. If attrition occurs, school leadership, in combination with the student's classroom teacher, will investigate, determine the reasons, and identify any trends. In order to uncover the reasons for students leaving the school, staff will (when possible) seek to hold exit interviews with parents.

CWC Schools recognizes that for schools of choice, success relies on the satisfaction of those we serve. CWC Cincinnati will use annual parent surveys to measure satisfaction with its progress and operations. Parent involvement in school operations and events will be tracked to help

COMMUNITY SCHOOL CONTRACT

measure families' active participation in the school community as an indicator of success. Regular meetings, town-hall sessions, and communications between school leaders and families will be used not only to address specific issues but also to gauge and ensure high levels of parent satisfaction.

C.7 Community Partnerships**Services CWC Cincinnati will provide to the community**

Through the engagement work conducted by CWC Schools in previous years, a number of key themes and trends emerged highlighting the challenges that some public charter schools face as they implement their program and attempt to integrate into their local community. Each CWC school has developed formal and informal relationships with locally based community organizations to further the development of the surrounding area. CWC Cincinnati's leadership will formalize these partnerships.

Public forums, online research, and our conversations to date have made it clear that communities are frustrated by increased traffic patterns and parking issues when a new school opens or expands in their community. CWC Cincinnati will ensure that at every step of our school launch, we are involving the local community and acknowledging its feedback. We have noted that many existing schools are able to develop trust by allowing access to their facility for local community events, thereby ensuring the campus is not closed off to the surrounding area. CWC Cincinnati would be open to similar arrangements.

CWC Cincinnati will also locate and enter into agreements with mission-aligned community-based organizations in Cincinnati (examples could include the YMCA or Boys and Girls Clubs, in addition to neighborhood-specific recreation centers and libraries). The partnerships will be in the areas of student enrichment and support for core academic programs (partnerships with local museums, for example), before- and after-school providers, food-service providers, and other organizations to increase the bond between CWC Cincinnati and its surrounding community. The decision to form such partnerships will be made by the executive director with approval, when necessary, by the board.

C.8 Parent Engagement

CWC Schools believes that parental involvement is essential for student academic success. CWC Cincinnati will involve parents in the education of their children and in the governance and operations of the school through a variety of means, and we will pay regular attention to ensuring that all families have the opportunity to participate. Each campus will frequently communicate with parents about their child's and the organization's progress and opportunities.

Through structures like a weekly community assembly, a regularly convening FC (described below), a broad group of volunteer-run committees, family education nights, coffees with the principal, executive director's update meetings, weekly bulletins, detailed progress reports, and parent-teacher conferences, CWC Cincinnati will not only partner in support of student learning

COMMUNITY SCHOOL CONTRACT

but also strengthen our community by extending the reach of the cross-cultural connections that are forged in its classrooms to the larger community.

Prior to the beginning of the school year, the executive director and principals will organize meetings to introduce parents and families to each other and to school leadership and staff. These may include events such as play dates (with childcare provided) and “family buddy” events to ensure that all parents feel welcomed and part of a collective community. These events have proven very popular at existing schools in the CWC network, and CWC Cincinnati can learn from and use existing materials, resources, and strategies from those schools.

CWC Cincinnati will conduct at least two parent-teacher-student class meetings annually to ensure that parents understand the curricular approach, are included in the life of the school, and hear from both their child and the teacher(s) about their child’s learning. To encourage the full participation of non-English-speaking parents, CWC Cincinnati will make regular and full use of interpreters and, when hiring teachers, highly value second-language abilities. CWC Cincinnati will fully comply with the Language Access Act to provide translation and interpretation services for non- or limited-English-proficient families and students.

School leaders, in collaboration with teachers and parent volunteers, will develop an annual schedule of workshops that will take place on the school site and welcome all parents in the community. These workshops will be led by teachers, administrators, parents, and community members and will focus on culturally sensitive, hands-on learning experiences to help parents develop their understanding of literacy and numeracy in elementary school students.

Parents will be encouraged to be involved in the governance of the school. CWC Cincinnati will have an FC composed of all the parents/guardians of enrolled students and led by two elected cochairs. The purpose of the FC will be to engage parents in issues affecting the school, and it will be responsible for assisting the CWC Cincinnati administration with the following:

- Outreach and family support (outreach to prospective parents, translation of materials, support of non-English-speaking families, and family education activities)
- Communications (newsletter production and public relations)
- Room parents (coordinating parent volunteer activities in the classrooms)
- Fundraising (pledge drive, events, and activities such as eScrip)

The FC and principal may work together to form other committees (for example, focusing on the school garden program, school lunches, after-school programs, or technology) based on the needs of the school. The FC meetings, supplemented by committee meetings as needed, will be held at a time and place that will maximize parent participation; meetings will provide language support and translation, as needed, and childcare will be provided whenever possible. In addition to the FC, we include the PC, which will include both parent and staff membership, with the goal of providing advice and feedback to the principal around day-to-day activities at the school.

All families will be encouraged, but not required, to participate as active volunteers in CWC Cincinnati’s operations and activities. Parents might volunteer before or after school hours or during the school day, including volunteering in the classroom, lunchroom, or school office.

COMMUNITY SCHOOL CONTRACT

Other volunteer opportunities include planning student and school community events, fundraising activities, and outreach to prospective new families. In this way, families will become more involved and connected to the schools and their child's learning and empowered to effectively shape school programs and operations.

C.9 Means for Achieving Racial and Ethnic Balance

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

C.10 Disposition of Employees

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

C.11 Race to the Top

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

C.12 Benefits

Benefits offered to employees may include but not be limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System (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 one hundred five 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 is actively managing daily operations at the school.

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

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

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

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

Primary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
PI ²²	80% or higher	50%–79%	30%–49%	29% and below
VA ²³	Greater than or equal to +2	Greater than or equal to –2 but less than +1	Greater than or equal to –2 but less than –3	Greater than or equal to –3
Graduation rate (four years)	89%–100%	79%–88.9%	69%–78.9%	Below 69%
Graduation rate (five years)	90%–100%	80%–89.9%	60%–79%	Below 69%
Improving at-risk K–3 Readers	56.6%–78.2%	13.2%–56.5%	5%–13.1%	Below 5%
Performance versus local market: ²⁴ PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus local market: VA	Ranked in top 20th percentile in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom 49th percentile in VA score
Performance versus	Ranked in top	Ranked in 70th–	Ranked in 50th–	Ranked in bottom

²² The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

²³ 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.

²⁴ “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

COMMUNITY SCHOOL CONTRACT

statewide charters: PI	20th percentile in PI score	79th percentile in PI score	69th percentile in PI score	49th percentile in PI score
Performance versus statewide charters: VA	Ranked in top 20th percentile in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom 49th percentile in VA score

Secondary academic indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
VA: Overall grade	A or B	C or D	F	NA
PI: Overall grade	A or B	C or D	F	NA
VA: Gifted	A or B	C or D	F	NA
VA: Disabilities	A or B	C or D	F	NA
VA: Lowest 20%	A or B	C or D	F	NA
AMOs (gap closing)	A or B	C or D	F	NA
Dual-enrollment credits	A or B	C or D	F	NA
Industry credentials	A or B	C or D	F	NA
Honors diplomas awarded	A or B	C or D	F	NA
AP score	A or B	C or D	F	NA
IB score	A or B	C or D	F	NA
College admission test	A or B	C or D	F	NA
School regularly administers internal growth assessment	NA	Yes	No	NA
School met a majority of its internal/mission specific goals (section A.7 of this contract)	NA	Yes	No	NA
Financial measures of success (current year)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days' cash	60 or more days' cash	Between 30 and 60 days' cash	Between 15 and 30 days' cash; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

COMMUNITY SCHOOL CONTRACT

Current-year enrollment variance ²⁵	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
--	--	---	---	---

Financial measures of success (prior years)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Multiyear ratio of assets to liabilities ²⁶	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for at least 1 of the most recent 2 years	Cash flow is not positive for at least 1 of the most recent 2 years	Cash flow is negative for any 2 consecutive years
Operations/ governance primary indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance ²⁷	90% or higher	79%–89%	60%–78%	59% or below
On-time records submission rate	90% or higher	79%–89%	60%–78%	59% or below
Financial records submitted monthly	90% or higher	79%–89%	60%–78%	59% or below
Annual audit	Two consecutive years of no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	Audit contains fewer than three of the following: findings, noncompliance citations, questioned costs, or material weaknesses, or findings for recovery (less than \$5,000 combined), as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit

²⁵ The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

²⁶ 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.

²⁷ Represents the percentage of records reviewed that were accurate and complete during the school year.

COMMUNITY SCHOOL CONTRACT

LEA special education performance determination (most recent annual) ²⁸	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention
Operations/ governance secondary indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Five-year forecasts submitted to the ODE by statutory deadlines		Yes	No	
Preopening assurances documentation		Completed and available 10 days before the first day of school	Not completed and not available 10 days before the first day of school	
Annual report		Submitted to parents and the sponsor by the last day of October	Not submitted to parents and the sponsor by the last day of October	
Safety plan and blueprint submitted within the last three years to the Ohio Attorney General		Yes	No	
Family-survey results	80% or greater overall satisfaction with school	60%–79% overall satisfaction with school	40%–59% overall satisfaction with school	39% or less overall satisfaction with school

²⁸ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

Exhibit 5. Letter of Approval to Operate

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

CITIZENS OF THE WORLD CHARTER SCHOOLS–CINCINNATI
4324 Homer Avenue
Cincinnati, Ohio 45227

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

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

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

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

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

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

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

COMMUNITY SCHOOL CONTRACT

(K) That the sponsor has conducted a preopening site visit to the school for the school year for which the assurances are provided;

(L) That the school has designated a date it will open for the school year for which the 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****CITIZENS OF THE WORLD CHARTER SCHOOLS–CINCINNATI Governing Authority**

Name	Role	Term	Address
TBD	Chair	To be submitted to Sponsor as set forth in Epicenter	4324 Homer Avenue, Cincinnati, Ohio 45227
TBD	Treasurer or Secretary	To be submitted to Sponsor as set forth in Epicenter	4324 Homer Avenue, Cincinnati, Ohio 45227
TBD	Board Member	To be submitted to Sponsor as set forth in Epicenter	4324 Homer Avenue, Cincinnati, Ohio 45227
TBD	Board Member	To be submitted to Sponsor as set forth in Epicenter	4324 Homer Avenue, Cincinnati, Ohio 45227
TBD	Board Member	To be submitted to Sponsor as set forth in Epicenter	4324 Homer Avenue, Cincinnati, Ohio 45227

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, Statute²⁹ 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 CITIZENS OF THE WORLD CHARTER SCHOOLS–CINCINNATI has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not), siblings, parents, grandparents, grandchildren, and any other person related by blood or by marriage and living in the same household.³⁰

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.

²⁹ ORC 3314.02 (E) (4)

³⁰ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

COMMUNITY SCHOOL CONTRACT

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

I hereby acknowledge that none of the individuals listed above were recommended for employment by a related party and that no related party took part in the hiring process of a family member. No related parties are involved in employment evaluations, determinations regarding compensation and benefits, or determinations regarding promotions.

School Leader Date

Governing Authority Representative Date

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.³¹

CITIZENS OF THE WORLD CHARTER SCHOOLS–CINCINNATI owns all Community School facilities and property at 4324 Homer Avenue, Cincinnati, Ohio 45227.

School facilities information must include the following:³²

- (a) A detailed description of each facility used for instructional purposes;
- (b) Annual costs associated with leasing each facility that are paid by or on behalf of the school;
- (c) The annual mortgage principal and interest payments that are paid by the school; and
- (d) The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of the school's Governing Authority. Any lease contract(s) and any updates thereto must be submitted to the sponsor via Epicenter.

Description of Facility	Lots and plat information as described on the title and deed. Property located at 4324 Homer Avenue, Cincinnati, Ohio 45227. Educational facility, additional recreational or community areas, and parking area.
Annual Costs	\$200,000 Annually
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	Charter Schools Development Corporation

³¹ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

³² [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.³³

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

CITIZENS OF THE WORLD CHARTER SCHOOLS–CINCINNATI does not operate using a blended-learning model as defined in ORC 3301.079.

³³ [ORC 3314.03 \(A\) \(29\)](#)