

MASTER CONTRACT

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

Dated as of February 22, 2017

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**COMMUNITY SCHOOL CONTRACT
For
United Preparatory Academy–East**

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code (the “Code”), effective July 1, 2017, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of United Preparatory Academy–East, located at 1469 East Main Street, Columbus, Ohio 43205 (hereinafter the “Community School”).

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

Article I. Purpose

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

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

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

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

Article II. Term

The term of this Contract shall be for a period of one year(s) commencing July 1, 2017, and ending June 30, 2018, and will automatically renew for a four-year period commencing on July 1, 2018, and ending June 30, 2022 (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

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; and
5. such other material and information as is required by the SPONSOR.

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

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

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

shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The GOVERNING AUTHORITY of the Community School may enter into a Contract with a new SPONSOR in accordance with Code Section 3314.03 upon the expiration of this Contract.

Article III. Responsibilities of the GOVERNING AUTHORITY

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

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

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

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

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

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

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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/Charles Y. Kidwell, 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, occUPAEncy, or use of the property by the Community School, GOVERNING AUTHORITY 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, 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, 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 agreement. 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.

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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 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 occUPAEncy, 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 occUPAEncy shall be satisfied by the GOVERNING AUTHORITY providing to the SPONSOR any permanent, interim, or temporary certificate of occUPAEncy 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 are 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 or (ii) 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 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.

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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 one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. 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, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 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, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and will comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

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

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

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable.

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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 3314.035, 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.

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.

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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 number of full-time enrollment (FTE) 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.

The sponsorship fee will increase to 2 percent for all FTEs and for the remainder of the school year, should any of the following events occur:

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.

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.

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 and academic calendar and instructional schedule for a typical school day.

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

In accordance with Code Section 3314.03(A)(11)(f), the GOVERNING AUTHORITY shall comply with Sections 3313.61, 3313.611, 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 Ohio Revised Code or any rules of the State Board of Education; and 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; and
7. A description of the professional-development activities that will be offered to teachers

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

B. Financial Plan:

In accordance with Code Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which details an estimated school budget for each year of the period of this Contract; specifies the total estimated per-pupil expenditure amount for each such year; and describes the financial policies, procedures, and internal financial controls of the Community School. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and (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.

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The GOVERNING AUTHORITY shall provide prompt assurances to the SPONSOR that the Community School's fiscal officer is in compliance with Code Section 3314.011.

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

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

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

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

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

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

C. Governance Plan:

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

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY's Code of Regulations, Bylaws, or the Code. Additionally,

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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 reason therefore.

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

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

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

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

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

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

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

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

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

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

D. Accountability Plan:

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

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

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

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

Article IV. Responsibilities of the SPONSOR

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

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

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

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

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will verify annually that a finding for recovery has not been issued by the state auditor against any member of the

GOVERNING AUTHORITY, any operator of the Community School, or any employee of the Community 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
and Section 504 of the Rehabilitation Act of 1973
and the Individuals with Disabilities Education Improvement Act of 2004**

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

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

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

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

Notwithstanding the foregoing, nothing in this Article is, or shall be construed to be, a waiver of any exceptions, exclusions, or other rights that the GOVERNING AUTHORITY may have or may avail itself of 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;

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3. The annual mortgage principal and interest payments that are paid by the Community School; and
4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the Community School or GOVERNING AUTHORITY, 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 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 OccUPAEncy or Temporary Certificate of OccUPAEncy and/or any other required health and safety certificate is revoked by a governmental agency due to violations of health and safety standards, or until such time as school operations are suspended pursuant to this Contract and Ohio law or this Contract otherwise terminates or expires pursuant to the provisions herein.

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

Article VIII. Probationary Status

In 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 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

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- 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 has violated any provisions of this Contract or applicable state or federal law; or
 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, the SPONSOR may take further action under Section 3314.073, including taking over the operation of the Community School or suspending the operation of the Community School.

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

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

Notwithstanding the foregoing, before taking action under Articles VIII or IX, the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a warning, the GOVERNING AUTHORITY and Community School of areas of noncompliance that may warrant

probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VIII or IX but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR's sole discretion, circumstances so warrant.

Article IX. Suspension of Operation

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

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

A. Health and Safety

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

B. Other

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The SPONSOR may also suspend the operation of the Community School for 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; or
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 timely submitted by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

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

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

Upon 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 timely provide such records following a legitimate request or for any reason if the Community School remains under suspension and is not fully operational for a period of ten (10) weekdays.

C. Termination Resulting from the Suspension of School Operations

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

Article X. Expiration/Termination of Contract

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

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract;
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY's violation of any provisions of this Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate a community school or the Community School has lost more than fifty percent (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

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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; or
10. Other good cause.

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

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

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

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

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

Article XI. Contract-Termination Contingencies

If the Community School permanently closes and ceases its operation or closes and ceases to operate, (i) the Community School shall comply with Section 3314.074 of the Code and proceed according to the Contract termination contingencies set forth in the Governance and Administration Plan, Exhibit 3, which is attached hereto and incorporated by reference as if fully written herein, and (ii) the designated fiscal officer of the Community School shall deliver all

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

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

Upon the GOVERNING AUTHORITY's receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school-closing procedures required by law imposed by or upon the Ohio Department of Education, the Code, or the SPONSOR and perform all obligations necessary thereto; (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records; (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iv) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records that are within the SPONSOR's possession—provided that, in performing the GOVERNING AUTHORITY's statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E) and any procedural guidances 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

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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, its directors, trustees, officers, agents, subcontractors, independent contractors, representatives, or employees; (ii) the use and occupancy of the building or buildings occupied by the Community School or any matter in connection with the condition of such building or buildings; or (iii) any debt or contractual obligation incurred by the Community School. The GOVERNING AUTHORITY acknowledges that it is without authority to and will not extend the faith and credit of the SPONSOR to any third party.

The SPONSOR does not assume any liability with respect to any director, trustee, employee, agent, parent, guardian, student, subcontractor, or independent contractor of the GOVERNING AUTHORITY, and no such person shall have the right or standing to bring suit against the SPONSOR or any of its trustees, directors, employees, agents, subcontractor, or independent contractors as a result of the issuing, overseeing, suspending, terminating, or revoking of this Contract. 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

COMMUNITY SCHOOL CONTRACT

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

Article XVI. Severability

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

Article XVII. Every Student Succeeds Act

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

Article XVIII. Dispute-Resolution Procedure

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

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

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

representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the Community School being subject to probationary status, suspension of operations, or termination or nonrenewal of the Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VIII for Probationary Status, Article IX for Suspension of Operation, or Article X for Expiration/Termination of Contract.

Article XIX. Discrimination Policy

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

Article XX. Entire Agreement

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

Article XXI. Notice

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY
United Preparatory Academy–East
1469 E. Main Street
Columbus, Ohio 43205
Attn. Governing Board Chairperson

Copies to:
Andrew E. Boy
1469 E. Main Street
Columbus, OH 43205

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
15 West Fourth Street, Suite 430
Dayton, Ohio 45402
Attn. Kathryn Mullen Upton

Porter, Wright, Morris & Arthur LLP
Attn: Thomas A. Holton/Charles Y. Kidwell, Jr.
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

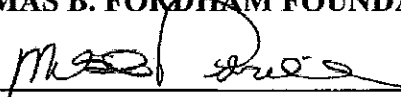
The Community School and GOVERNING AUTHORITY as one party, and the SPONSOR as the second party, shall at all times hereunder be separate and independent parties whose relationship and actions are subject to the applicable provisions of this Contract and Ohio law. Nothing shall be construed or implied 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 J. Petrilli
President

DATE: March 10, 2017

**THE GOVERNING AUTHORITY OF
United Preparatory Academy–East**

BY: 
Governing Board Representative

DATE: 3/15/17

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

United Preparatory Academy–East (UPAE) prepares elementary school students to achieve academic excellence and become citizens of integrity. High expectations for scholarship and behavior and an achievement-oriented school culture ensure that all students are equipped to enter, succeed in, and graduate from the most demanding middle schools, high schools, and colleges.

A.1.1 Vision

High expectations start at the door. Character counts. Systems and procedures ensure an orderly learning environment. Accountability is key. Nightly homework reinforces the foundational academic concepts that are vital to a college-preparatory curriculum. UPAE’s first priority is the measurable academic achievement of its students. UPAE believes that all students must be able to read with clarity, comprehension, and insight; write with focus, details, and logic; and compute and think with accuracy and intelligence. A structured, disciplined environment, in which academic achievement in the core subjects is expected and the norm, will lead to success in elementary school and will lay the foundation for middle school, high school, and college. All curricula will be aligned to the Common Core standards.

A.1.2 Educational Philosophy

The school program goals include focusing on the needs of students for academic and life success realized through high school and eventual college graduation. The school program goals are realized through providing a safe and structured environment where UPAE is able to support students to achieve academically and develop strong character values in order to meet students’ own personal goals. In addition, the school program goals focus on accountability, standards-based curriculum, and high expectations with measurable goals. UPAE strives for strong academic outcomes for all students. UPAE has specific core values on how learning best occurs and how to meet the rigorous standards UPAE holds for the school and the school students. Specifically:

- UPAE holds high academic and behavioral expectations for every student.
- UPAE engages and grows competent and experienced school leadership and staff.
- UPAE offers a rigorous academic program with intentional student supports and a comprehensive character-education program.
- UPAE provides clear standards, research-proven curriculum, and frequent assessments.
- UPAE is a mission-driven school community.

A.2 Geographic Boundaries

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

A.3 Curriculum and Instruction

The academic program and the teaching methodologies that inform the development of the school educational program include the following:

- Extended learning time
- Uniform instructional system
- Teaching for mastery
- Strategies and supports for student mastery of instructional materials
- Team teaching
- Intensive focus on literacy and mathematics
- A rigorous, standards-based curriculum: Core content areas of literacy, mathematics, social studies, and science
- Character-education curriculum

Extended learning time

A critical teaching methodology at UPAE is to provide teachers more time to teach and support students and to provide more time for students to learn and advance. UPAE will use the extended time to maximize the academic success of students.

Beginning in Kindergarten, UPAE students attend school from 7:45 a.m. until 3:45 p.m. UPAE will offer an extensive afterschool enrichment program, which will be optional for students. The extended day is designed to provide more time for learning, in addition to opportunities for tutoring, enrichment, and support supports. The day begins and ends with flexibility, allowing teachers the opportunity to schedule individual tutoring. In addition, the school year will extend to 184 days.

Instructional time is also extended in literacy and mathematics. Students will receive approximately 850 minutes of weekly literacy instruction and 450 minutes of weekly math instruction.

The school schedule and instructional time may be changed at the discretion of the school.

Uniform instructional system

To maximize learning, all teachers in all grades follow a uniform instructional system (UIS). Working within a model that provides for direct instruction, guided practice, and student mastery, teachers use an instructional approach often referred to as “I do,” “we do,” “you do.” Teachers begin by making a connection to the student’s prior learning and directing the teaching to the lesson’s objective (“I do”). Students then move to practicing content with the teacher’s guidance (“we do”). After the teacher feels confident in the students’ understanding as a group, the lesson moves into individual student practice (“you do”).

Teachers will use a unified blackboard system (UBS), with elements that include (1) Do Now, or lesson starter; (2) Aim, or learning objective; (3) Agenda, or steps for the lesson; and (4) Homework. Each teacher will begin instruction with a Do Now, a five-minute quiet activity to get students engaged in the lesson. On the board, the teacher will have already written the Aim, or learning objective, and agenda for the day. The homework assignment will also be posted so that students know what is expected of them following the lesson.

In all grades, including Kindergarten and first grade, students receive a weekly syllabus to

inform parents about the daily agenda, homework, and learning objectives.

Teaching for mastery

Assessment is essential for measuring students' academic needs and ensuring that all students are mastering the learning standards. At the beginning of every school year, incoming students are assessed with age-appropriate, standardized assessment tools giving teachers assistance in the process of designing curriculum, lessons, and pacing. These formative, benchmark assessments provide a clear understanding of current student mastery. At the end of each year, UPAE will administer these same assessments in order to measure individual and cohort longitudinal progress and the efficacy of the curriculum and instruction, designing refinements and changes as needed.

UPAE will utilize Ohio standards-based interim assessments developed by school leadership and staff. These assessments will be administered to students every trimester. UPAE may utilize other standards as UPAE deems appropriate. Teachers will meet with the school director and director of instruction and curriculum after each assessment to discuss the results and to create an action plan when reteaching is necessary. Student performance data drive whole-class instruction, small-group work, and one-on-one tutoring.

Strategies and supports for student mastery of instructional material

UPAE offers the following:

- Clear, engaging, high-quality lessons in the classroom
- Increased learning time relative to other district schools
- Pull-out and push-in instruction by teachers certified with a special-education credential and related services such as speech, occupational, and physical therapy for students who require it
- Tutoring for students who require additional individual and small-group attention
- Intentional English-language-learner supports

Team teaching

An innovative method in the school is the use of team teaching. Team teaching is a creative way to lower the student/teacher instruction ratio, provide for shared teaching experience, and allow for teacher prep time within the work day. All grade-level teachers will plan together and deliver the same lesson plans.

The grade-level teams will work collaboratively to plan and prepare lessons, create classroom materials, and collaborate on how to meet the needs of struggling students. The team teaching model will also allow us to divide students into flexible, ability-based reading groups, which will help to further individualize literacy instruction.

Intensive focus on literacy

UPAE will provide over three hours of literacy instruction every day from Kindergarten through fifth grade. UPAE will employ a research-proven, balanced literacy program, such as Open Court Reading or SRA Reading Mastery, that includes a significant focus on phonics and utilizes Reading Mastery for phonics instruction. Students from Kindergarten through the third grade

will receive intensive phonics and phonemic-awareness instruction to ensure that they have a solid foundation in fundamental reading skills. If there still is a need for extensive phonics instruction in reading and writing after the third grade, students will have one-on-one tutoring with a teacher to improve their skills.

Literacy in the early grades

The literacy program in the early grades is based on the five components of a balanced literacy program as outlined by the federal government: phonemic awareness and phonics, fluency, vocabulary, comprehension, and writing.

The literacy program at UPAE will be divided into four school reading blocks, with an additional block for read-alouds:

- Block 1: Guided reading (reading comprehension, modeling reading instruction, and developing vocabulary)
- Block 2: Direct instruction (phonemic awareness, phonics, and decoding)
- Block 3: Comprehensive writing program (language mechanics, organization, genre study, and grammar)
- Block 4: Computer station (reinforce phonemic awareness, phonics, vocabulary, and decoding skills mastery through individualized programming)
- Read-alouds (fluency, vocabulary, and reading comprehension)

Phonemic awareness and phonics

UPAE will provide a balanced literacy approach directly teaching sound-symbol relationships (including ample practice with phonemic awareness) and phonics, using Reading Mastery literacy programs.

Fluency

In order to ensure all the school readers are fluent, students will be encouraged to read aloud and be read to daily by parents and teachers to increase their decoding ability and fluency rate. Read-alouds, direct reading instruction, and independent reading all work to increase student fluency. UPAE will test all students' fluency on a regular basis in the primary years to ensure that students are progressing. Fluency is taught through adult modeling and student practicing. In Kindergarten, as children are learning to decode, an important aspect to becoming strong readers is having access to engaging read-alouds. Read-alouds are a core component of the UPAE literacy program.

Every day at UPAE begins with a read-aloud and includes additional both read-alouds occurring during literacy blocks and infused within curricula areas such as science, social studies, and character education.

Vocabulary

Embedded in the Open Court Reading and Reading Mastery programs are strong vocabulary strands, and UPAE teachers will use these programs to build the vocabulary skills of the school's students.

Students will have independent reading time. UP AE will utilize a leveled library system to ensure that students are reading books at their appropriate reading levels. A leveled library is a system for coding books by reading level (for example, levels A, B, or C include Kindergarten reading books). The leveling system is based on text analysis and language characteristics. Using this system, teachers will assess students' reading ability and help students choose appropriate books at their "just-right" reading level. Teachers will model comprehension strategies at the start of mini-lessons, and students will utilize these strategies during their independent reading time.

Comprehension

UP AE teachers will build student comprehension skills in two different ways. First, through the study of literature (each grade level reads a mix of fiction and nonfiction), teachers will develop students' comprehension skills that meet the Common Core standards. A standards-based novel-unit creation tool aids teachers in developing standards-based questions for novels, and teachers share this base of top-quality units with each other as part of regular professional development and common planning time.

In addition to building comprehension through literature, students will learn to deeply analyze text. Using shorter works, primarily of poetry and nonfiction, students will learn to identify question types and go back to the text to find answers to those questions. Students will present both written and oral presentations to demonstrate comprehension.

Writing

UP AE will offer a rigorous writing curriculum that is designed to have students produce writing with excellent organization, elaboration, and flow in multiple genres. The curriculum will have a heavy focus on sentence structure, basic grammar, and paragraph formation. Students will be expected to complete daily oral language activities that support the development of grammar skills. Teachers will use a variety of grammar materials in daily mini-lessons. Moreover, students will learn step by step how to develop excellent sentence structures, paragraphs, and essays. Extensive prewriting, drafting, revising, and editing will take place on all pieces of writing. UP AE students will be able to produce top-quality narratives, expository and persuasive essays, research papers, and literary-analysis essays. A strong foundation in phonics ensures that students are fluent readers able to analyze text using explicit comprehension strategies.

Literacy in upper grades

A foundation of strong literacy skills developed in the primary years through the instruction of a balanced literacy program will allow the literacy instruction in the upper grades to focus powerfully on deep comprehension of a variety of fiction and nonfiction texts. UP AE recognizes that reading proficiency is essential to the mastery of all other academic subjects; therefore, students must graduate from UP AE reading at or above grade level in order to be successful in middle school, high school, and college. UP AE will provide over two hundred minutes per day of English language arts instruction in grades four and five.

The language arts program will be based on the Common Core standards, utilizing textbooks and teacher-created curricula and using a variety of resources to enhance student learning. Supplemental materials will include the use of respected literature anthologies, leveled libraries

and guided reading, and daily grammar and writing exercises. Teachers will also use primary historical documents and nonfiction texts—for example, *Time Magazine for Kids*.

Literacy instruction in grades four and five will make the transition from emphasizing phonics and phonemic awareness to intermediate grammar and novel reading. Students will begin dissecting sentences and classifying various parts of speech, and they will read books with higher-level vocabulary and complex novel plots.

Finally, there will be a focus on literacy in all subjects for all grades. Classes in social studies and science will be able to serve both as an opportunity to further develop students' core reading skills and to increase their content knowledge in these subjects. Character education will utilize literature-based lessons. Increasing reading fluency across subject areas will allow students to access content in all of their classes to a greater degree.

Intensive Focus on Mathematics

From Kindergarten through third grade, UP AE students will take (1) a daily mathematics course that focuses on computation and (2) a daily mathematics course that focuses on application and other critical math skills (calendar, money, number line, and so forth). In fourth and fifth grades, math classes include mathematics procedures (focusing on math computation) and mathematics problem solving (focusing on math application).

In the early grades, students will use the EngageNY curriculum, a highly effective curriculum that gives students an exceptionally strong foundation in arithmetic skills, procedural computation, and conceptual understanding. All UP AE students will know their addition and subtraction facts by the end of second grade and their times tables by the end of third grade. Students will be expected to complete basic addition, subtraction, multiplication, and division computations to 95 percent accuracy. Teachers will require students to apply this strong basic skills knowledge in challenging problem-solving situations. Specifically, students will be expected to use basic symbols to solve simple and complex problems, gather and interpret data using graphs and charts, predict outcomes of probability experiments, and solve problems involving proportional relationships. UP AE will use a problem-solving supplement that provides daily demonstration of problem-solving skills.

Math lessons will follow a structured lesson plan designed for maximum success. The first twenty-five minutes of class and all homework assignments will include cumulative review. There will also be daily sections for basic facts review and problem solving. Concepts will be introduced in a set sequence, emphasizing both step-by-step approaches and explanations for all mathematical processes. Math classes will also make use of the rap, rhythm, and rhyme techniques pioneered by Harriett Ball and used successfully by many of the highest-performing public schools serving urban students.

Social studies

The school social studies curriculum will prepare students for the comprehensive and challenging Common Core standards once they matriculate into middle school. Teachers will use the Core Knowledge textbook program to present curriculum in an engaging and challenging format. Teachers will expect students to master the key concepts and vocabulary, and they will

also teach them to analyze primary sources, debate different points of view, and make cause-and-effect connections. Social studies classes will be fast paced, and teachers will work with students to hone their nonfiction reading skills, learn important content, and apply and retain it in written essays and oral presentations.

Science

Science instruction will combine student mastery of core vocabulary and conceptual knowledge with the application of scientific principals in laboratory settings. Using the hands-on Delta science curriculum will ensure that students have access to an engaging and challenging curriculum. Science assessments, for example, will include sections that focus on the key terms and ideas of a unit as well as a performance task component that will require students to synthesize and analyze data from laboratory experiments. Science teachers will also actively work to reinforce key mathematical concepts, especially graphing and measurement skills.

Character-education curriculum

Established systems such as Morning Meetings will be used to inform the development of the UPAE character-education curriculum. In addition, students will learn the UPAE core values through the use of developmentally appropriate texts that highlight and teach the core values. The character-education program is designed to infuse the life skills necessary for self-motivated, competent, and lifelong learning. As part of this program, all students will become familiar with and practice the school's core values of grit, respect, empathy, achievement, and teamwork. These values are the basis of a school culture that provides a safe and productive environment necessary for the academic, social, and emotional growth of every student. This character-education curriculum reflects how UPAE will prepare students to (1) be able to graduate from middle and high school and (2) fulfill the schoolwork towards ensuring that students graduate from college.

Textbooks and Common Core standards

The academic program at UPAE begins with the rigorous Common Core Standards. Teachers will use standards-based, research-proven curricula for the core academic subjects. The selected textbooks are research-proven curricula and are aligned to the Common Core Standards.

- Literacy: Reading Mastery
- Math: EngageNY
- Social Studies: Core Knowledge
- Science: Delta

Clear promotion guidelines

Students at UPAE are held to rigorous promotional standards. If students are unable to meet the academic-grade-level standards as indicated in the grading policy or do not adhere to the attendance policies of the school, they may be candidates for retention. Students at risk for retention will be identified and individualized learning plans will be planned and communicated with the student and family. If students are unable to meet grade-level standards as documented by grades, assessments, comprehensive exams, or attendance, students may be required to repeat a grade.

Evidence base for instructional program with targeted population

The UPAE mission and vision are based on best practices studied at high-achieving charter schools that serve a similar population and hold a similar college-preparatory mission. During the design of UPAE, members of the founding team have visited and/or learned from the following schools:

- Achievement First Crown Heights—New York, NY
- Boston Collegiate Charter School—Boston, MA
- Edward Brooke Charter School—Boston, MA
- Equitas Academy—Los Angeles, CA
- Excel Academy Charter School—Boston, MA
- Leadership Preparatory Charter School—Brooklyn, NY
- Memphis College Prep—Memphis, TN
- Milwaukee College Preparatory—Milwaukee, WI
- Namaste Charter School—Chicago, IL
- North Star Academy—Newark, NJ
- Roxbury Preparatory Charter School—Boston, MA

Instructional program: Targeted student groups

Student supports are designed to meet individual students' needs and, in addition, specifically address the needs of socioeconomically disadvantaged students, high-achieving students, students achieving below grade level, and special-education students. Student supports are also designed as a means for prevention, intervention, and acceleration of learning.

The teaching methodologies as well as components of the school instructional program outlined have all been shown to be highly successful with the school's target student population. As a charter school, UPAE has the ability to use innovative ways to meet students' academic needs. English-language acquisition, the development of a college-preparatory focus, more time to learn, and daily student supports are all key to the students' success in the earliest grades.

Extending the learning day will help advance the learning of all students, including students who need academic supports or opportunities for accelerated learning. For example, students who need additional literacy development will get specific time during the extended day for support. For high-achieving students, acceleration can also occur during this time. All primary students receive intensive instruction in language arts and mathematics.

Within the school educational model, students are further supported through the following key elements.

Differentiated instruction and flexible-ability reading groups

As part of the school literacy program and to meet the needs of individual students, flexible-ability reading groups allow focused instruction at the appropriate skill level. In order to differentiate instruction for students at different academic levels, classes will present the same content but the instruction will vary according to the ability levels of the group. All students will be placed into a flexible-ability reading group based on the baseline data generated from testing during the student orientation period. As students' reading ability develops, they will be able to

transfer to different ability-level reading groups throughout the year. Flexible-ability reading groups will be used primarily in language-arts instruction in the primary years.

Highly structured learning environment

Creating a structured environment allows teachers to focus on teaching and allows students to learn. Expectations will be outlined in the student code of conduct, which will be presented and re-presented: during a meeting at the student's home before their first day of school, on a family contract that must be signed by families and students, and in classrooms during orientation and during the first days of school.

Common school-wide procedures

Specific behaviors will be taught through common school-wide procedures that infuse the school daily rituals and routines. The school's Code of Conduct is clear and detailed and includes both positive and negative consequences for behavioral choices. Students who exemplify school values and positive behavioral choices will earn rewards such as the opportunity to go on extra field trips, while students who violate the Code will lose privileges like choice time, field trips, and fun activities. Families will be notified of their children's behavior on a weekly basis (or more frequently as needed) so that parents can be involved in helping students to reach all academic and behavioral expectations. Significant and repeated violations of the Code of Conduct will result in families being called in to school to create a solution, and habitual disruption can result in more serious disciplinary action.

Emphasis on the school daily, weekly, and annual rituals, in addition to uniformity in practice across classrooms, will allow students to understand and live up to school expectations. UPAE will provide professional-development time before school begins to ensure that all teachers use similar behavioral systems (that is, school-wide systems for distribution of papers, materials, behavioral systems, and homework distribution/collection).

Individual work folders

As primary students enter in the morning, they will have Bright Work folders that contain academic assignments to practice learning. The Bright Work folders include practice work for students, which can be remediation or acceleration depending on the needs of the students.

Homework systems

Homework at UPAE will be a review of instruction and will help students master skills and content learning. This helps students develop the study skills and habits necessary for academic success. Students will read for between fifteen and thirty minutes each night and be required to complete between thirty and sixty minutes of homework, depending on their grade level. Homework will be assigned starting in Kindergarten, and students will receive more homework as they progress. Parents will be notified and counseled if students do not complete their homework. If parents are unable to complete the nightly required reading with their child, the teacher will read with the child during the choice time to ensure that all students are read to on a daily basis in the primary years.

Tutoring

Tutoring will take place before, during, and after school. During enrichment time in the school

day, students will be able to access additional tutoring with teachers. Students who demonstrate weakness in a core content area will attend tutoring for a six-week period, until those students demonstrate on an interim assessment that they are successfully mastering the class material. During the six-week tutoring sessions, teachers will review the content from the previous six weeks. At the end of the six-week tutoring session, students will be retested. If a student scores 70 percent or lower once again, he/she will attend tutoring for an additional six weeks.

Parent communication

Communication is integral to parent participation and student success. UPAE will inform parents of student progress through daily, weekly, and monthly systems in the families' home language. These systems include immediate phone calls, regular correspondence, trimester report cards, and two formal parent/teacher conferences. Weekly homework syllabi, behavior and reading logs, and monthly newsletters will keep parents informed about their children's progress at school. Parents can also access teachers through voicemail and email to have their immediate daily concerns addressed. All communications will be accessible to families who speak a language other than English.

Parents will be informed of their child's academic and behavioral progress at regular intervals every six weeks. The assessment system is set up as three trimesters with progress reports and benchmark assessments every six weeks. Parents will receive progress reports to inform them of their children's grades, academic strengths and weaknesses, and any concerns about promotion to the next grade. In the primary years, communication will be more frequent. Teachers will call parents at home every two weeks. Also, a weekly syllabus will inform parents about key learning, homework, and standards to be met that week.

Pursuant to section 3313.60 (A)(5)(f), the curriculum will include the study of prescription opioid abuse prevention, with an emphasis on the prescription drug epidemic and the connection between prescription opioid abuse and addiction to other drugs, such as heroin.

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

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

A.4 Target Population

UPAE will serve students from the most underserved areas of Columbus. The target population will be students who live in poverty and currently attend or will attend the poor-performing elementary schools of Columbus City Schools. The metric UPAE will use to determine its success in serving the school's target population is the percentage of the school student population that receives free or reduced-price lunch. The school goal is to maintain a free or reduced-price lunch population of greater than 75 percent.

A.5 School Calendar and Daily Schedule

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

Number of hours in school day:	8
Number of instructional minutes per day:	390
Number of instructional school days per year:	184
Number of before-school hours devoted to academics:	0.5 (or as needed)
Number of after-school hours devoted to academics:	1.5 (or as needed)
Number of days devoted to staff development during school year:	10
Number of days devoted to staff development prior to school opening:	22

A.6 Special student populations

Students with learning disabilities

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

UPAE believes that all students, regardless of ability, can achieve academically. UPAE will provide students with disabilities with a free and appropriate public education (FAPE), and in order to ensure that all students' needs are well met, UPAE will hire teaching staff who have the appropriate special-education licensure issued by the Ohio Department of Education. UPAE will hire an intervention specialist to work closely with the director of curriculum and instruction and all teachers and students to provide accommodations and modifications as needed.

The intervention specialist will also maintain records and adhere to the following processes to ensure that UPAE meets every student's needs:

- Upon enrollment, families will complete questionnaires to identify if their child has received special-education services or has been diagnosed as having a disability.
- Once students are enrolled in the school, the intervention specialist will communicate with families regarding students already receiving special-education services.
- The staff will implement existing IEPs, provide an appropriate education within the LRE, and, as appropriate, will meet with families to rewrite IEPs.

For all students, academic progress will be monitored regularly, and students who are not showing academic progress will receive additional supports, such as in-school tutoring. If progress is not made through such supports, the staff will begin the prereferral process, and the intervention specialist will work closely with teachers to identify alternative strategies within the classroom to support that student.

The strategies will be implemented in the classroom immediately. If the student does not show improvement, the school will recommend an evaluation and, with parental consent, will conduct an evaluation with an appropriately licensed professional.

When an evaluation indicates evidence of a disability and that special-education services are appropriate, an IEP team, including the parent(s), the intervention specialist, a regular education teacher, and the student (if age appropriate), will develop an IEP for the student and agreed-upon special-education services will be provided.

All IEPs will be evaluated annually and revised as needed by the IEP team. All students receiving special-education services will be reevaluated at least once every three years. To the greatest extent possible, UPAE will serve all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, UPAE will meet those needs with existing or appropriately licensed contracted staff.

Limited-English-proficiency program

UPAE will serve its LEP students in accordance with all applicable Federal Laws and Regulations and in compliance with Ohio Revised Code Section 3301.07.11. LEP students are subject to all state testing requirements.

UPAE will follow all Ohio guidelines for identifying LEP students. Specifically:

- Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.
- UPAE will identify students whose primary language or home language is other than English (PHLOTE).
- Students whose dominant language is not English will receive an assessment of English proficiency using instruments and techniques approved by the district and likely to include the Language Assessment Scales (LAS).
- Educational programs will be responsive to these specific needs and in compliance with state and federal guidelines.
- UPAE will report the number of LEP students attending the school to the district and the state.
- At a minimum, UPAE will assess students' progress in learning English on an annual basis using procedures approved by the Ohio Department of Education.

Structured English immersion

Students of limited English proficiency will receive the same academic content as those students who are native speakers of English. All classroom instruction will take place in English. However, the level of English used for written and spoken instruction will be modified appropriately for LEP students, with the stated purpose of holding every student to high academic standards.

Students will not be excluded from any curricular or extracurricular activities based on their level of English proficiency. Students will not be placed in special-education classes based on their level of English proficiency.

The academic program at UPAE is well prepared for high performance for LEP learners. Most prominently, students will receive one hundred minutes of literacy instruction each day, which may include instruction in phonemic awareness and phonics. The double literacy periods will

also allow for LEP pull-outs as needed.

Gifted students

Just as individualized instruction after school can be used for students who are struggling, this individualized instruction will support those students who need acceleration beyond the curriculum.

Students who are performing above grade level may participate in the After-School All-Stars enrichment program instead of Focus or intervention. Students who excel in social studies and science may receive special projects in place of subject material that has already been mastered. Different reading of a higher grade level may be assigned in reading. Flexible-ability groupings will also support the learning needs of gifted students.

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

Homeless students

UPAE believes that all school-aged students, including homeless students, have a basic right to attend school and to have equal educational opportunities. A homeless student or individual is defined as an individual who lacks fixed, regular, and adequate nighttime residence and who has a primary nighttime residence that is

a supervised, publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

In compliance with the Stewart B. McKinney Homeless Assistance Act, the school shall

review and revise policies and regulations to eliminate barriers to the enrollment, retention, and success in school of homeless students; appoint a school liaison whose role is to facilitate and increase the enrollment and success of homeless students in school; and provide homeless students with transportation services that are at least comparable to the service provided to nonhomeless students.

To the extent that the school receives assistance from the Federal Program for Education for Homeless Children and Youth, it 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.

The school complies with the Ohio Department of Education's plan, as well as Ohio and Federal law for the education of homeless children and youth.

A.7 School Goals

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

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

Measurable target(s) with metric(s):

- Ninety percent of students who have attended the school for three or more years will score proficient or higher on the PARCC Language Arts assessment.
 - Metric: PARCC
- The percentage of students attending the school for three or more years who attain a proficient score on the PARCC Language Arts assessment will exceed the average percentage for Columbus City Schools by at least 15 percent.
 - Metric: PARCC
- Eighty percent of UPAE students will annually demonstrate one and a half years of academic growth in reading on the iReady reading assessment.
 - Metric: iReady
- One hundred percent of UPAE students will annually demonstrate a minimum of one year of academic growth in reading on the iReady reading assessment.
 - Metric: iReady

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

Measurable target(s) with metric(s):

- Ninety percent of students who have attended the school for three or more years will score proficient or higher on the PARCC Mathematics assessment.
 - Metric: PARCC
- The percentage of students attending the school for three or more years who attain a proficient score on the PARCC Mathematics assessment will exceed the average percentage for Columbus City Schools by at least 15 percent.
 - Metric: PARCC
- Eighty percent of UPAE students will annually demonstrate one and a half years of academic growth in mathematics on the math iReady assessment.
 - Metric: iReady
- One hundred percent of UPAE students will annually demonstrate a minimum of one year of academic growth in mathematics on the math iReady assessment.
 - Metric: iReady

Academic Goal Statement 3: Students at UPAE will be competent in the understanding and

application of scientific reasoning.

Measurable target(s) with metric(s):

- Eighty percent of UPAE students will score 80 percent or higher overall on science interim assessments.
 - Metric: Interim assessments

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

Measurable target(s) with metric(s):

- Eighty percent of UPAE students will score 80 percent or higher overall on social studies interim assessments.
 - Metric: Interim assessments

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

Measurable target(s) with metric(s):

- Seventy-five percent of all students in each cohort will maintain a character report average of 80 percent or higher.
 - Metric: Character report
- Ninety percent of all students who attend UPAE for six consecutive years will graduate from the school program with a character report average of 85 percent or higher.

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

Measurable target(s) with metric(s):

- UPAE student enrollment will be at 100 percent of projected enrollment described in the charter application at the beginning of each school year.
 - Metric: The Community School will track enrollment numbers and provide detailed analysis in the annual report.
- Ninety percent of students who begin the school year at UPAE will remain in the school throughout the academic year.
 - Metric: The Community School will track enrollment numbers and provide detailed analysis in the annual report.
- Ninety percent of students who complete the school year at UPAE will reenroll for the following school year.
 - Metric: The Community School will track enrollment numbers and provide detailed analysis in the annual report.

COMMUNITY SCHOOL CONTRACT

- Average daily student attendance at UP AE will be at or above 95 percent over the course of each school year.
 - Metric: The Community School will track enrollment numbers and provide detailed analysis in the annual report.

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

Measurable target(s) with metric(s):

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

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

Measurable target(s) with metric(s):

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

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

Measurable target(s) with metric(s):

- One hundred percent of students who attend UP AE for six consecutive years will enroll in college-preparatory middle schools.
 - Metric: The community school will track the middle schools into which the graduating fifth graders enroll. Middle schools in which 75 percent of their

graduates matriculate to college-preparatory high schools will be considered college-preparatory.

- In a survey given to parents of fifth-grade students who have attended UPAE for six consecutive years, 90 percent will agree or strongly agree with the statement, “United Preparatory Academy prepared my child for success in middle school.”
 - Metric: The Community School will administer parent surveys annually.

A.8 School Climate and Discipline

The following beliefs inform the school Code of Conduct:

Safety. The Code of Conduct is designed first and foremost to ensure that UPAE is safe for every student at all times.

Respect. One of the core values of UPAE is respect. Respectful behavior is a hallmark of effective character development and facilitates strong community.

Self-discipline. By learning to behave professionally, students learn skills useful beyond the walls of UPAE. Students who behave well in school, speak in public, and are helpful to others will develop strong self-advocacy skills that will serve them well throughout their lives.

Clear consequences. Many disciplinary problems can be avoided by having clear, well-articulated consequences. The students of UPAE will know exactly what behavior is expected and what consequences will result if expectations are not met. The school will communicate with parents at all times about any disciplinary consequences.

Uninterrupted learning. The purpose of this code is to remove distractions from the classroom so that students can commit 100 percent of their attention to academic learning.

Rules

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

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

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

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

School culture

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

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

Core values

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

Morning Meeting

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

The meeting format includes a class greeting using chants or a group motto, group activities, and closing. In addition, Morning Meetings provide opportunities for developing student vocabulary, oral language, and team-building skills.

Community celebration

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

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

Classroom culture

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

Rituals and routines

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

Mission-driven enrichment program

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

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

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

A.9 Assessments and Intervention

Language arts, mathematics, science, and social studies are assessed in a comprehensive and dynamic system.

Assessment method

Prior to the start of the school year, UPAE will conduct a diagnostic assessment of each student using age- and grade-appropriate standardized assessment tools. For English language arts, UPAE will use the early literacy assessments Strategic Teaching and Evaluation of Progress (STE) and a writing assessment. These diagnostics will also allow a benchmark against which all future academic growth can be measured.

For all grades, UPAE will administer the state-mandated assessments as required by law. In addition, UPAE will use a nationally normed assessment, Curriculum Associates' iReady assessment, as an additional measure to provide annual, longitudinal, and comparative measures

of the school students' learning growth. Using iReady allows us the opportunity to measure academic gains, because each student will take the iReady assessment when entering the school. This testing system will allow us to conduct individual and cohort analyses of longitudinal growth, a comparative measure with a national cohort, and to determine the average increase of percentiles per grade-level cohort among UPAE students.

“In-house” interim assessments

To augment the data provided by these annual assessments, and under the school leadership, UPAE will develop and implement internally created standards-based assessments to ensure that students are meeting or exceeding state standards. When they are not, UPAE will adjust elements of the instructional program and student support structures. The results of the school interim assessments, administered every trimester, will allow us to make the necessary adjustments as soon as possible to guarantee that our students are acquiring the skills outlined in the Common Core standards.

Data-analysis system

UPAE will use intentional systems around data analysis to inform and improve teaching and student learning. In order to ensure that students have met statewide performance content standards, the school director will oversee the collection and analysis of state assessment data. The school data analysis begins with interim assessments developed prior to the school year by school leadership and teachers. These assessments cover test content from the Common Core standards and the iReady assessment. Teachers administer interim assessments three times per year, and student performance results inform the modification of the instructional scope and sequence as needed. Teachers will also modify lesson plans as needed based on the results of these assessments.

Interim assessments will be scored and analyzed using a software program. Teachers score the exams and input the data. Using the interim assessments, teachers are able to reteach standards to prepare students for content mastery. School leadership collects and compiles the data. Analysis of individual students, flexible ability groupings, and entire classrooms are conducted using a comprehensive template. Teachers conduct reflection on the interim assessment scores to facilitate assessment analysis and conduct action plans. Teachers then meet with the school director and director of curriculum and instruction during the professional-development days following interim assessments to closely analyze the data and create an action plan. The action plans will be divided by class, homogenous reading group, and individual student based on the results. Data analysis during professional-development days is facilitated by the director of curriculum and instruction to implement an action plan and create opportunities for teachers to reflect upon their own teaching and student learning.

The interim assessment teacher analysis consist of three parts: (1) teacher reflection on student performance expectations, teaching priorities, and student strengths and weaknesses; (2) detailed analysis of standards mastery through analysis of whole-class, small-group, and individual mastery and analysis of errors; and (3) details for a six-week instructional plan for reteaching.

Curricula such as Envision and Investigations have embedded within them frequent assessments that will provide a clear picture of students' academic growth and needs. UPAE will review these

results by grade-level cohort, classroom, and individual student, as well as by each test item, as an ongoing part of the school's weekly staff meetings. This comprehensive approach to data analysis will allow teachers to know which standards need to be effectively retaught or reinforced. School leaders will also know the most appropriate professional-development supports needed for teachers as a whole and teachers as individuals. The entire staff will develop and execute a data-driven action plan to ensure that every child learns.

These action plans will identify

- Skills/concepts to be retaught to the entire class
- Skills/concepts to be retaught to small groups during class
- Skills/concepts to be retaught to individual students with one-on-one teacher instruction or with the assistance of a peer or volunteer tutor
- Students in need of intense remediation and/or tutoring
- Adjustments to existing small groups
- Weaknesses in the curriculum to be revised for subsequent years
- Support and professional development for the teacher to strengthen areas of instructional weakness

Action plans will be revisited frequently in regular professional-development meetings, along with grade-level and content-area team meetings, to ensure that students are making adequate progress toward mastery.

Communication with students and families

UPAE will involve students and their parents in the analysis of student work, student progress, areas of strength, and plans to address areas in need of growth. After each round of interim assessments, teachers will share results with students and parents in progress reports and conference meetings. Teachers will work with each student to set goals for the upcoming assessment and personalize an individual learning plan to include small-group instruction and tutoring as needed.

Teachers also will use interim assessment results to create and maintain records on each student that demonstrate progress toward mastery for each content standard. The standards-based assessments will be shared with students and families after each trimester and reviewed with parents at each report-card conference. All assessment works, assessment results, weekly chapter and unit tests, and trimester exams will be sent home for parents to review and sign.

Grading policy

The school's grading policy is based on demonstration of mastery of the Common Core standards. Grades will include student performance on in-class work, homework, assessments, and other components as applicable to each content area.

- A = 90–100 percent proficiency
- B = 80–89 percent proficiency
- C = 70–79 percent proficiency
- D = 65–69 percent proficiency

- F = 0–64 percent proficiency

There will be school-wide standards for grading. Teachers will be trained on the school’s policy and will work with the director of curriculum and instruction to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of the Common Core standards.

Clear promotion guidelines

Students at UPAE are held to rigorous promotional standards. If students are unable to meet the academic grade-level standards as indicated in grading policy or do not adhere to the attendance policies of the school, they may be candidates for retention. Students at risk for retention will be identified, and individualized learning plans will be planned and communicated with the student and family. If students are unable to meet grade-level standards as documented by grades, assessments, comprehensive exams, or attendance, students may be required to repeat a grade.

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

The five-year projected budget is included on the following page. Projections are subject to revision at the discretion of the Governing Authority.

COMMUNITY SCHOOL CONTRACT

United Preparatory Academy - East

	3	4	5	6	7
	K-5	K-5	K-5	K-5	K-5
	<u>6/30/15</u>	<u>6/30/16</u>	<u>6/30/17</u>	<u>6/30/18</u>	<u>6/30/19</u>
<i>Enrollment</i>	0	120	180	240	300
Summary:					
Revenue	250,000	1,239,861	1,521,427	2,072,238	2,642,865
Expense	244,667	1,022,626	1,498,419	1,836,987	2,191,566
Net Income	5,333	217,235	23,008	235,251	451,300
Beginning Net Assets	-	5,333	222,568	245,576	480,827
Ending Net Assets	5,333	222,568	245,576	480,827	932,126
Revenue:					
State Foundation Revenue	-	743,566	1,147,080	1,566,438	2,002,111
Subsidy for High Performing District	-				
Sped Revenue - State	-	63,602	97,311	132,343	168,738
Title I	-	82,807	124,210	165,613	207,016
Title II	-	1,872	2,865	3,896	4,967
IDEA (Per Pupil)	-	32,079	49,081	66,751	85,107
Federal Nutrition	-	65,935	100,880	137,197	174,926
CSP	-	-	-	-	-
Inflexion (Walton thru BES)	250,000	-	-	-	-
Columbus Foundation Philanthropy at 7% of Govt Funding		- 250,000	-	-	-
CMO Mgmt Fee Revenue - Interco					
TOTAL REVENUE	250,000	1,239,861	1,521,427	2,072,238	2,642,865
CMO Mgmt Fee Expense - Interco	-	69,290	106,500	145,057	185,001
Salaries - Teachers	-	320,000	489,600	624,240	764,070
Salaries - Admin	50,000	190,000	276,366	286,365	299,119

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Health/Dental/Vision/Life	6,060	61,812	92,835	110,365	128,858
Workers Compensation	382	3,899	5,856	6,962	8,128
Medicare	725	7,395	11,107	13,204	15,416
Pension (SERS/STRS)	7,000	71,400	107,235	127,485	148,846
Other Professional & Technical Services - Variable	62,000	23,485	35,932	48,868	62,306
Other Professional & Technical Services - Fixed		77,873	79,430	81,019	82,639
Other Professional & Technical Services - Mangan					
Garbage Removal and Cleaning Services	-	1,952	2,986	4,061	5,178
Repairs & Maintenance	-	3,453	5,283	7,185	9,161
Rent	-	-	-	-	-
Travel	-	6,893	10,546	14,342	18,287
Telephone & Internet	-	5,187	7,936	10,793	13,761
Postage	-	2,094	3,204	4,357	5,555
Water	-	4,071	6,229	8,472	10,801
Gas & electric	-	22,454	34,355	46,723	59,572
Printing & Binding	10,000	16,579	25,365	34,497	43,983
Contracted Food Services	-	65,935	100,880	137,197	174,926
Other Craft and Trade Services	-	-	-	-	-
Student Transportation	-	-	-	-	-
Classroom Supplies	-	-	-	-	-
Office Supplies	-	-	-	-	-
Evaluation Services	-	-	-	-	-
Other General Supplies - variable	55,800	37,668	57,632	78,380	99,934
Other General Supplies - fixed		28,439	29,008	29,588	30,180
TEXTBOOKS - Electronic Instr Materials & Supplies	-	1,067	1,633	2,221	2,832

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Newspapers, Periodicals, Films & Filmstrips - Other	-	-	-	-	-
Food Supplies	-	-	-	-	-
Maintenance & Repair Supplies	-	-	-	-	-
Capital Outlay Equipment	-	-	-	-	-
Technical Equipment	52,700	8,128	12,436	16,914	21,565
Capitalized Equipment	-	-	-	-	-
Dues & Fees	-	-	-	-	-
Membership in a Professional Organization	-	-	-	-	-
Charges for Audit Examinations	-	-	-	-	-
Bank Charges	-	307	470	639	815
Other Dues & Fees	-	-	-	-	-
Liability Insurance	-	2,881	4,407	5,994	7,642
Depreciation	-	20,000	20,000	20,000	20,000
Other Expense	-	-	-	-	-
TOTAL OPERATING EXPENSE	244,667	1,052,263	1,527,233	1,864,926	2,218,577
NET OPERATING INCOME	5,333	187,598	(5,806)	207,312	424,288
Interest Expense	-	29,637	28,814	27,939	27,011
NET INCOME	5,333	217,235	23,008	235,251	451,300
Depreciation	-	20,000	20,000	20,000	20,000
District Building Improvements	-	-	-	-	-
Leasehold Improvements on rental facility	-	-	-	-	-
Building Improvements - Owned Building	-	(500,000)	-	-	-
Loan Proceeds	-	500,000	-	-	-
Principal Repayments	-	(13,349)	14,172	15,046	15,974

Change in Cash	5,333	223,886	57,180	270,297	487,274
Beginning Cash	-	5,333	229,219	286,399	556,696
Ending Cash	5,333	229,219	286,399	556,696	1,043,971

B.2 Financial Management

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

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

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

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

Internal Controls: The Board of Trustees is intent on establishing a system of internal control policies that, when executed, will ensure the practice of sound fiscal-management practices. These controls will comply with generally accepted accounting principles for nonprofit organizations. All payroll disbursements will be properly recorded, comply with all laws and applicable tax regulations, and be properly reconciled.

Maintaining effective controls

The CEO will have primary responsibility for overseeing the school’s fiscal operations. The CEO will contract with Mangen Associates to assist with the responsibilities of financial

management and reporting. The CEO and Mangen Associates will closely monitor cash flow and all regulations and compliance issues pertaining to school funding.

Fiscal accountability

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

Annual audits

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

Use of state administrative and financial systems

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

B.3 Transportation, Food Service, and Other Partnerships

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

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

UPAE will either establish a relationship with or contract with a licensed health professional to provide basic health, vision, and hearing screenings for students. All students will be screened as required by state law, and the school will establish follow-up procedures and protocols to inform families of results.

B.4 Insurance

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

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

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

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

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

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

The board will also maintain standing committees for accountability, finance, and development. The Accountability Committee will monitor the school's academic progress, using the academic and community goals of the Accountability Plan as a guide, and also monitor the academic health of the school. The Finance Committee will oversee the financial health of the school through monthly financial reports and regular monitoring of the financial goals of the Accountability Plan. The Finance Committee will also supervise the annual audit of the school's finances. The Development Committee will ensure the long-term viability of the school through private fundraising initiatives.

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

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

C.2 Governing Board Composition

The board roster is included at Exhibit 7.

C.3 Management and Operation

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

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

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

Decisions rights

USN has developed a decision-right matrix that identifies decisions rights by category for the Central Office Board of Trustees, CEO, and school director. The matrix identifies whether the party has participation in decision-making defined as make, ratify, input, or notify.

Communication and collaboration

USN will use a variety of forums (for example, meetings, calls, and email updates) in order to maximize collaboration and reach shared outcomes. The frequency and methods will vary by

functional area. With a shared purpose and shared commitment to one another, USN will discover the right ways to engage and operate.

Responsibilities of the key leadership positions at USN are provided as follows:

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

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

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

C.3.1 Records

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

C.4 Staffing and Human Resources

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

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

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

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

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

Teacher recruitment and selection

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

distribute job openings to educators and leaders within their networks to help identify potential faculty and staff.

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

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

To evaluate founding teachers, the school director will either go to an applicant’s current school (if currently teaching) or request a video of their teaching, since it will not be possible to teach a sample lesson at the school before the first academic year.

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

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

Curriculum review: Standards and benchmarks, assessment maps, unit sequence calendars, and unit plans will be reviewed during Summer Institute. Individual lesson plans for the first several weeks of school will also be reviewed by the director of curriculum and instruction before the

start of the year. Moving forward, weekly syllabi and daily lesson plans will be reviewed on a regular basis.

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

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

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

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

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

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

Teachers will be asked to submit a self-evaluation in November and April, which will be considered heavily in the development of the midyear and end-of-year evaluations. In December and May, the director of curriculum and instruction and the school director will meet with teachers to present formal performance feedback in a conference lasting from thirty to forty-five minutes. Teachers will receive their evaluation between twenty-four and forty-eight hours in

advance of these conferences. Staff members will receive a brief follow-up email documenting additional topics discussed in each conference (for example, proposed/requested areas of administrative support, addressing areas of improvement, and action steps).

C.5 Professional Development

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

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

Summer Institute

Hiring teachers early in the school's development is a priority for UPAE. Teachers will engage in summer professional development and extensive training for four and a half weeks prior to the opening of the school, for a total of twenty-two full days.

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

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

Professional-development days

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

Professional-development effectiveness

School leaders will utilize three primary measures to gauge the effectiveness of elopment

sessions. First, at the end of Summer Institute and after workshops during elopment days, teachers will fill out an evaluation for the training. Second, teachers and leaders will create a school and department “big goals” data dashboard to measure student achievement outcomes across the year. Third, a matrix of teacher evaluation results will be created to illustrate strengths and weaknesses in areas measured by the Summative Evaluation Rubric.

Individual instructional support

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

C.6 Student Recruitment and Enrollment

UPAE will abide by all legal admission policies outlined in Ohio statute. Preference will be provided for siblings of students enrolled in the school and for students residing within the district boundaries of Columbus City Schools. The 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, or emotional or learning disability.

UPAE is an open-enrollment school. UPAE will award spaces to students on a first-come, first-served basis. If UPAE receives twice the number of applications as available spaces by the end of April 2014, UPAE will hold a random public lottery to determine student enrollment and the school waiting list. If UPAE does not reach the minimum number of applications by the lottery date, UPAE will enroll students in the order UPAE receives applications and place others on a waitlist. If a student decides to withdraw from the school for any reason, UPAE will immediately enroll a student on the waitlist. Class, section, and grade-level sizes are to be determined by the school.

UPAE Projected Enrollment

	2015–16	2016–17	2017–18	2018–19	2019–20
Grade					
K	X	X	X	X	X
1	X	X	X	X	X
2		X	X	X	X
3			X	X	X
4				X	X
5					X
Total	Goal is	Goal is	Goal is	Goal is	Goal is

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	120	180	240	300	360
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X indicates grade level offered.

C.7 Community Partnerships

As a nonprofit organization in the community, UPAE recognizes the need to establish partnerships with local individuals and organizations. UPAE will seek partnerships to assist the Board of Trustees and leadership team in realizing the school's mission and reaching the its overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs. As of January 2014, the school has established relationships with the following organizations:

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

C.8 Parent Engagement

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

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

In addition to this council, the school administration will establish frequent, formal communication with parents to support the school mission. Families will be welcomed to the school through an orientation that will review school policies in detail, celebrate student learning, and include the signing of parent-student-school contracts. Parents will attend the school two times annually for conferences, at which time assessment results and report cards will

be reviewed in detail. Progress reports requiring a parent's signature will be sent home at regular intervals between these conferences. Teachers will call parents of their homeroom students on a regular basis, reporting both positive academic results and behaviors and clear feedback when expectations are not met. A parent newsletter will be issued monthly.

C.9 Means for Achieving Racial and Ethnic Balance

The Community School will achieve a racial and ethnic balance reflective of the community it serves by abiding by all legal admissions policies outlined in Ohio law. 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 in the racial and ethnic balance of the Community School's home city and/or district and the racial and ethnic balance of the school exists, 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 moneys from a grant awarded under the federal Race to the Top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the school will pay teachers based upon performance in accordance with section 3317.141 and will comply with section 3319.111 of the Revised Code as if it were a school district.

C.12 Benefits

Benefits offered to employees by UPAGE may include, but not be limited to, health, dental, and vision coverage. The school will have workers' 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 (105) consecutive hours of learning opportunities will be automatically withdrawn from the school in accordance with the school's withdraw procedures.

EXHIBIT 4: ACADEMIC AND ORGAIZATIONAL ACCOUNTABILITY PLAN

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, in all primary academic indicators, all financial indicators, and all primary operations/governance indicators. Secondary indicators (for both academics and operations/governance) will be considered as well, but primary indicators will factor more heavily into decisions about renewal or nonrenewal, as well as about probation, suspension, and termination. 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 the SPONSOR’s sole and complete discretion.

Primary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Performance Index (PI) ¹	90% or higher	80% to 89%	70% to 79%	69% and below
Value Added ²	+4.00 and above	0 to 3.9	-0.99 to -3.9	-4.0 and below
Graduation Rate (4 years)	93% to 100%	84% to 92%	79% to 83%	Below 79%
Graduation Rate (5 years)	95% to 100%	85% to 94%	80% to 84%	80% and below
K-3 Literacy Improvement	B or better	C	D	F
Performance versus Local Market: ³ 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 VAM score	Ranked in 70th-79th percentile in	Ranked in 50th-69th percentile in	Ranked in bottom 49th percentile in VAM score

¹ The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

² A value-added score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher value-added score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower value-added score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth.

³ “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.

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		VAM score	VAM score	
Performance versus Statewide Charters: 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 Statewide Charters: VA	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in VAM score	Ranked in 50th–69th percentile in VAM score	Ranked in bottom 49th percentile in VAM score

Secondary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Value Added: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
PI: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
Value Added: Gifted	A	B or above	C or below	
Value Added: Disabilities	A	B or above	C or below	
Value Added: Lowest 20%	A	B or above	C or below	
Value Added: High School	A	B or above	C or below	
AMOs (Gap Closing)	A	B or above	C or below	
College Admission Test Participation Rate	A	B or above	C or below	
College Admission Test Nonremediation Score	A	B or above	C or below	
Dual Enrollment Credits	A	B or above	C or below	
Industry Credentials	A	B or above	C or below	
Honors Diplomas Awarded	A	B or above	C or below	
AP Participation Rate	A	B or above	C or below	
AP Score	A	B or above	C or below	
IB Participation Rate	A	B or above	C or below	
IB Score	A	B or above	C or below	
College-/Career-Readiness Assessment	A	B or above	C or below	
School Regularly Administers Internal Growth Assessment		Yes	No	
School Met a Majority of Its Internal Goals (Section A.7 of This		Yes	No	

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Contract)				
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

Current-Year Enrollment Variance ⁴	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 ⁵	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	Cash flow is not positive for at least 1 of the most recent 2	Cash flow is negative for any 2 consecutive years

⁴ The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

⁵ This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

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		years	years	
Total Margin (TM) and Aggregated 3-Year Total Margin ⁶ (ATTM)	ATTM is positive and the most recent year TM is also positive	ATTM is greater than -1.5%; the trend is positive for the last two years; AND the most recent year TM is positive	ATTM is greater than -1.5%, but trend does not “meet standard”	ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%
Operations/ Governance Primary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Records Compliance ⁷	90% or higher	79% to 89%	60% to 78%	59% or below
On-Time Records Submission Rate	90% or higher	79% to 89%	60% to 78%	59% or below
Financial Records Submitted Monthly	90% or higher	79% to 89%	60% to 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 one or two of the following: findings, noncompliance citations, questioned costs, 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, material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA Special-Education Performance Determination (most	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention

⁶ “Total margin” measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether or not the school is living within its available resources. The total margin is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. The aggregate three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations. The performance of the school in the most recent year, however, is indicative of the sustainability of the school; thus, the school must have a positive total margin in the most recent year to meet the standard. The total margin is the net income divided by the total revenue. The aggregate total margin is the total three-year net income divided by the total three-year revenues.

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

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recent annual) ⁸				
Operations/ Governance Secondary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
5-Year Forecasts Submitted to ODE by Statutory Deadlines		Yes	No	
Preopening Assurances Documentation		Completed and available 10 days before the first day of school	Not completed 10 days before the first day of school	
Annual Report		Submitted to parents and sponsor by the last day of October	Not submitted to parents and sponsor by the last day of October	
Safety Plan and Blueprint Submitted within the Last 3 Years to the Ohio Attorney General		Yes	No	
Family Survey Results	90% or greater overall satisfaction with school	80%–89% overall satisfaction with school	70%–79% overall satisfaction with school	69% or less overall satisfaction with school

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

EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

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

United Preparatory Academy–East
1469 East Main Street, Columbus, OH 43205
IRN number 015162, to begin operations for the 2017-18 academic year.

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

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

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

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

EXHIBIT 6: STATEMENT OF ASSURANCES

3314.19 Annual assurances by community school sponsor.

The sponsor of each community school annually shall provide the following assurances in writing to the Department of Education not later than ten (10) business days prior to the opening of the school:

- 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)(II)(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 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:
 - a. Proof of property ownership or a lease for the facilities used by the school;
 - b. A certificate of occupancy;
 - c. Liability insurance for the school, as required by division (A)(1)(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;
 - d. A satisfactory health and safety inspection;
 - e. A satisfactory fire inspection; and
 - f. A valid food permit, if applicable.
- K. That the sponsor has conducted a pre-opening site visit to the school for the school year

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- 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:
 - 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 elopment activities that will be offered to teachers.

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.

Effective Date: 2007 HB119 06-30-2007; 2007 HB190 11-14-2007; 2008 HB428 09-12-2008

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

United Preparatory Academy–East Governing Authority

Name	Role	Term	Address
Kimberly Dressel	Member	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Jerry Tsai	Member, Governance Committee	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Joe Saverimuttu	Member, Finance Committee	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Marcie Rehmar	Member, Development Committee, Governance Committee	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Sandy McIntosh	Board Chair, Governance Committee, Finance Committee	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Jessica Meyer	Member, Finance Committee	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Wes Reed	Member, Governance Committee, Development Committee	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205
Kevin Sayers Ph.D	Member	To be submitted to Sponsor as set forth in EpiCenter	1460 E Main St. Columbus, Ohio 43205

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:

Ohio Ethics Law and related statutes prohibit an official from:

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

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

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

In addition, Statute⁹ states:

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

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

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

⁹ ORC 3314.02 (E) (4)

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

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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

EXHIBIT 9: FACILITIES ADDENDUM

A stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.¹¹

United Preparatory Academy–East owns all Community School furniture, computers, software, equipment, or other personal property.

School facilities information must include¹²

- a. A detailed description of each facility used for instructional purposes;
- b. The 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	Main Elementary School building, approximately 37,153 square feet on approximately 3 acres of land, located at 1469 East Main Street, Columbus, Ohio 43205.
Annual Costs Associated with Leasing the Facility	\$15,000
Annual Mortgage Principal and Interest Payments	
Name of Landlord or Lender and Relationship to Operator	Columbus Collegiate Academy. A separate legal entity from both the operator and the school.

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

¹² [ORC 3314.03 \(A\) \(9\)](#)

EXHIBIT 10: BLENDED LEARNING REQUIREMENTS

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

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

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

¹³ [ORC 3314.03 \(A\) \(29\)](#)