

**FIRST AMENDMENT TO  
THE COMMUNITY SCHOOL CONTRACT**

This First Amendment to the Community School Contract (the “Amendment”) is entered into effective as of July 1, 2022, unless otherwise indicated below, by and between the Thomas B. Fordham Foundation (the “SPONSOR”) and the GOVERNING AUTHORITY (the “GOVERNING AUTHORITY”) of the KIPP Columbus (KC), located at 2900 Inspire Drive, Columbus, Ohio 43224 (the “Community School” or “KC”).

**RECITALS**

WHEREAS, the SPONSOR and the GOVERNING AUTHORITY entered into a Community School Contract effective July 1, 2022 pursuant to the provisions of Chapter 3314 of the Ohio Revised Code (the “Contract”).

WHEREAS, pursuant to Article XV of the Contract, the SPONSOR and the GOVERNING AUTHORITY wish to modify and amend the Contract in certain respects stated herein to reflect the replacement of Exhibit 10 and certain statutory legislative updates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the SPONSOR and the GOVERNING AUTHORITY do hereby agree to amend the Contract as follows:

1. “Article III. Responsibilities of the GOVERNING AUTHORITY” of the Contract is hereby amended to add the following at the end of this Article:

In accordance with Code Section 3313.5317, the Community School shall not prohibit the wearing of religious apparel during interscholastic athletics or extracurricular activities.

\* \* \*

In accordance with Code Section 3314.03(A)(11)(d) and Code Section 3314.03(A)(11)(l), the GOVERNING AUTHORITY shall comply with Section 5502.703 of the Code as if were a school district, effective September 12, 2022.

2. The notice address for the SPONSOR in “Article XXI. Notice” of the Contract is hereby deleted in its entirety and replaced as follows:

If to SPONSOR:

The Thomas B. Fordham Foundation  
1015 18th Street NW, Suite 902  
Washington, D.C. 20036  
Attn. Michael J. Petrilli

Copies to:

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

Attn. Kathryn Mullen Upton

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

3. Exhibit 10 is hereby deleted in its entirety and replaced with the attached **Exhibit 10**, which shall be effective as of July 1, 2022 and thereafter.

4. The SPONSOR and the GOVERNING AUTHORITY hereby agree that except as provided for in this Amendment, the Contract and all of its terms, covenants, and conditions remain in full force and effect and are affirmed as originally written.

*Executed Signature Page Follows*

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective on the date first written above.

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

BY: Michael Petrilli  
Michael J. Petrilli  
President

DATE: 5/19/2023

**THE GOVERNING AUTHORITY OF KIPP  
COLUMBUS**

BY: \_\_\_\_\_  
Governing Board Representative

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

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

If a school operates using a blended-learning model, as defined in [ORC 3301.079](#), include all of the following information.<sup>1</sup>

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

KIPP Columbus does not operate using a blended-learning model as defined in ORC 3301.079.

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<sup>1</sup> [ORC 3314.03 \(A\) \(29\)](#)

# **MASTER CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of KIPP Columbus and the Thomas B.  
Fordham Foundation**

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## TABLE OF CONTENTS

<u>Contract section</u>	<u>Page number</u>
	3
<u>Article I.</u> Purpose	3
<u>Article II.</u> Term	3
<u>Article III.</u> Responsibilities of the GOVERNING AUTHORITY	5
<u>Article IV.</u> Responsibilities of the SPONSOR	16
<u>Article V.</u> Compliance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Improvement Act of 2004	17
<u>Article VI.</u> School Facilities and Property; Site Visits	18
<u>Article VII.</u> Letter of Approval to Operate	19
<u>Article VIII.</u> Probationary Status	19
<u>Article IX.</u> Suspension of Operation	20
<u>Article X.</u> Expiration/Termination of Contract	23
<u>Article XI.</u> Contract-Termination Contingencies	24
<u>Article XII.</u> Governing Law	25
<u>Article XIII.</u> Limitation on Liability/Disclaimer of Liability/Covenant against Suit	26
<u>Article XIV.</u> Assignment	26
<u>Article XV.</u> Amendments or Modifications	26
<u>Article XVI.</u> Severability	27
<u>Article XVII.</u> Every Student Succeeds Act	27
<u>Article XVIII.</u> Dispute-Resolution Procedure	27
<u>Article XIX.</u> Discrimination Policy	28
<u>Article XX.</u> Entire Agreement	28
<u>Article XXI.</u> Notice	28
<u>Article XXII.</u> Nonwaiver	29
<u>Article XXIII.</u> Force Majeure	29
<u>Article XXIV.</u> No Third-Party Rights	29
<u>Article XXV.</u> Nonagency	29
<u>Article XXVI.</u> Statement of Assurances for Start-Up Schools	30
<u>Exhibit 1.</u> Education Plan	31
<u>Exhibit 2.</u> Financial Plan	55
<u>Exhibit 3.</u> Governance Plan	58
<u>Exhibit 4.</u> Academic and Organizational Accountability Plan	76
<u>Exhibit 5.</u> Letter of Approval to Operate	85
<u>Exhibit 6.</u> Statement of Assurances for Start-Up Schools	89
<u>Exhibit 7.</u> Roster of Governing Authority	91
<u>Exhibit 8.</u> Related-Party Disclosure Form	93
<u>Exhibit 9.</u> Facilities Addendum	95
<u>Exhibit 10.</u> Blended-Learning Requirements	96

## COMMUNITY SCHOOL CONTRACT

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This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2022, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of KIPP Columbus (KC), located at 2900 Inspire Dr., Columbus, OH 43224 (hereinafter the “Community School”).

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

### **Article I. Purpose**

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

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

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: “KIPP Columbus is sponsored by the Thomas B. Fordham Foundation.”

### **Article II. Term**

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination to the attention of President, the Thomas B. Fordham Foundation, 1016 16<sup>th</sup> Street NW, 8<sup>th</sup> Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 130 West Second Street, Suite 410, Dayton, Ohio 45402, Attn: Vice President for Sponsorship, and to Thomas A. Holton/Tami Kirby, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

**A. Educational Plan:**

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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



**B. Financial Plan:**

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

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

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

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

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

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

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

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

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

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

**C. Governance Plan:**

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT****Article VII. Letter of Approval to Operate**

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

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

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

**Article VIII. Probationary Status**

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

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

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR’s notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

**Article IX. Suspension of Operation**

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



**COMMUNITY SCHOOL CONTRACT**

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

**A. Health and Safety:**

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

**B. Other:**

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

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

## 5. Other good cause

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal, and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

**Article XI. Contract-Termination Contingencies**

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

**Article XII. Governing Law**

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

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

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

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

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

**Article XIV. Assignment**

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

**Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed by both parties. The Exhibits may be modified by the GOVERNING AUTHORITY and SPONSOR in the interim, pending subsequent approval of all Exhibits by the parties. All interim changes and

**COMMUNITY SCHOOL CONTRACT**

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

**COMMUNITY SCHOOL CONTRACT**

procedures set forth under Article VIII for Probationary Status, Article IX for Suspension of Operation, or Article X for Expiration/Termination of Contract.

**Article XIX. Discrimination Policy**

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

**Article XX. Entire Agreement**

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

**Article XXI. Notice**

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY  
KIPP Columbus  
c/o Hon. Judge Algenon Marbley  
2900 Inspire Dr.  
Columbus, OH 43224

If to SPONSOR:

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

Copies to:

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



**COMMUNITY SCHOOL CONTRACT**

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

**Article XXII. Nonwaiver**

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

**Article XXIII. Force Majeure**

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

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

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

**Article XXV. Nonagency**

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

COMMUNITY SCHOOL CONTRACT

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

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

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

DocuSigned by:  
BY: Michael Petrilli  
ME797855A61436  
Michael J. Petrilli  
President

DATE: 6/14/2022

**THE GOVERNING AUTHORITY OF  
KIPP COLUMBUS**

BY: [Signature]  
Governing Board Representative

DATE: 6/16/22

## **Exhibit 1. Education Plan**

### **A.1 Mission**

KIPP Columbus is a student-focused community where all students develop the intellectual, academic, and social skills needed to understand and take action on issues they encounter in everyday life. In a rigorous, safe, and personalized learning environment, a culture of responsibility and service is fostered, empowering and equipping all learners to become more active and engaged citizens.

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

KIPP Columbus believes deeply in the importance of consistently creating an excellent educational experience for all students, one that is inclusive, rigorous, and comprehensive. Our commitment to and demonstration of excellence goes beyond academics and includes providing support, services, and opportunities that empower students to become active and engaged citizens creating a more just world.

Beyond academics, KIPP Columbus has dramatically increased the number of social workers (eight total) within our schools and Tier 2 and Tier 3 intervention supports allowing our students to participate in school more fully and, in turn, live out our mission and vision. Among others, these partnerships include Nationwide Children’s Hospital, OhioGuidestone, LES clinicians, YES Group through Columbus Public Health, ICE Mentors, Ruling Our Experiences (ROX), Real Life through Columbus Public Health, and SAGE with Columbus Public Health, among others. These community partners and our K–12 social-emotional learning (SEL) scope and sequence based on the research-based national Collaborative for Academic, Social, and Emotional Learning (CASEL) framework support our expressed commitment in our charter to “renewing and expanding commitments to teach character across the school and inside classrooms.”<sup>1</sup>

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

KIPP Columbus continues to believe in the importance of the five core pillars, expressed in our charter. As we named before, there is research to support these key pillars of our model. An independent study of twenty-two KIPP middle schools across the country concluded that despite larger proportions of minority and economically disadvantaged students than nearby districts, KIPP schools had a positive, statistically significant, and educationally substantial impact on state test scores in math and reading.<sup>2</sup>

The five core pillars are as follows:

1. **More time:** KIPP Columbus students are in school at least 10 percent more than the required 920 hours for community schools. Beyond hours spent in school, KIPP Columbus

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<sup>1</sup> KIPP Columbus Comprehensive Plan, 2016.

<sup>2</sup> For a detailed list of independent reports studying the impact of KIPP schools, please visit <http://www.kipp.org/about-kipp/results/independent-reports>). <https://ies.ed.gov/ncee/wwc/EvidenceSnapshot/688>.

provides opportunities for students to have a comprehensive and rounded school experiences through after-school programming, sports and clubs, and summer programming.

2. **Power to lead:** KIPP Columbus school leaders are empowered to carry out the day-to-day operations of the school. Curriculum choices, hiring decisions, and financial priorities are all set by KIPP Columbus leaders, and the freedom from excessive regulations enables schools to respond rapidly to student and community needs.
3. **Choice and commitment:** KIPP Columbus community members all commit to our collective partnership by choice. Families enroll in KIPP as an alternative to other schools, and our teachers and leaders work to ensure that we are carrying out our mission of creating equitable and excellent schools.
4. **Focus on results:** KIPP Columbus continues to define its success by how well we are meeting our mission and vision. We use the data cycle described above to ensure that we focus on reviewing the important data and information needed to make decisions and adjustments in alignment with our mission and vision.
5. **High expectations:** KIPP Columbus' focus on results and our commitment to being the school described in our mission and vision—the school our students and community deserve—means that we are committed to the highest of standards for ourselves and our students.

### **Athletics and Extracurricular Activities**

KIPP Columbus offers many opportunities for students to be involved in extracurricular activities, including but not limited to robotics, debate, soccer, football, basketball, volleyball, track, step/dance, and drama. Students continue to have the opportunity to participate in college visits, including to the University of Dubuque, University of Cincinnati, Ohio State University, Otterbein University, Capital University, Ohio University, University of North Carolina and others.

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

Pursuant to 3314.03(A)(19)(c), KIPP Columbus schools will permit the enrollment of students who reside in any district in the state. All students will be welcome regardless of prior academic performance, special-education status, or behavioral history.

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

KIPP Columbus believes that strong curriculum and rich instructional practices are at the core of a strong educational program. Our curriculum is standards based and horizontally and vertically integrated, and our instructional model provides teachers with significant lesson-planning support while still allowing them room to innovate in their own classrooms.

### **Standards Based**

All KIPP Columbus curricular materials are standards based. We use a mixture of research-based and teacher-created instructional materials. In instances where curriculum is teacher created, school leaders and assistant school leaders work with teachers to design a standards-based scope

and sequence for each subject per grade level. Teachers use these scope and sequences to develop yearlong standards-based pacing guides, unit plans, lesson plans, and daily objectives. Every piece of the instructional design links back to Ohio’s Learning Standards in K–8. In high school, curriculum is also aligned to AP and ACT standards.

### **Data Driven**

Instructional decisions are anchored in student data. Teachers use assessment data to adjust pacing guides and to provide scaffolds for students so they are able to access grade-level content. During lesson planning, teachers identify formal ways (daily or weekly assessments) and informal ways (checking for understanding through observation or hand signals) of collecting data on student understanding. During grade-level team meetings, student data are reviewed and teachers are able to share best practices for improving student growth. In addition, school leaders meet regularly with the head of schools to analyze student data and use this to drive observations, feedback, and teacher development.

### **Differentiated**

KIPP Columbus teachers have a large tool kit of instructional strategies they employ to ensure all students learn. Teachers work toward meeting students at their learning level, using flexible grouping to support and accelerate achievement. Students access material in small-group, whole-group, and individual settings.

### **Culturally Relevant and Responsive Pedagogy**

Instruction that is both rigorous and culturally responsive is critical to meeting our mission of providing equitable and excellent schools. Our equity work is aligned with the work of Zaretta Hammond, who says that culturally responsive education focuses on “improving the learning capacity of diverse students who have been marginalized . . . [by] building cognitive capacity and academic mindset . . . [and building] independent learning for agency.”<sup>3</sup>

KIPP Columbus students come from communities described by some as underserved, including Linden, King Lincoln, South Columbus, Weinland Park, and Hilltop. Students who attend KIPP schools can also be described as being at risk for academic failure. Students experience a variety of situations that confer this label upon them, including previously attending inadequate schools, poverty, and other factors. Of the students who attend our school, 13 percent are students with disabilities, 3 percent are identified as English language learners, and 100 percent are identified as qualifying for free or reduced-priced lunches.

The research is clear: “Students spend most of their time in school without access to four key resources: grade-appropriate assignments, strong instruction, deep engagement, and teachers who hold high expectations. . . . Students of color, those from low-income families, English language

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<sup>3</sup> Zaretta Hammond, “A Conversation about Instructional Equity with Zaretta Hammond,” Collaborative Classroom (blog), accessed May 12, 2022, <https://www.collaborativeclassroom.org/blog/instructional-equity-with-zaretta-hammond>.

## COMMUNITY SCHOOL CONTRACT

learners, and students with mild to moderate disabilities have even less access to these resources than their peers.”<sup>4</sup>

Equally clear from research is that providing access to the four key resources—grade-level content, strong instruction, deep engagement, and teachers who hold high expectation—is the best way to support students who are at risk for academic failure.<sup>5</sup> We focus on ensuring students have access to high-quality instructional materials and resources and strong instruction.

Grade	Math	Reading, Writing, and Social Studies	Science
K	Eureka Math: Meets Expectations (EdReports)  Zearn: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
1	Eureka Math: Meets Expectations (EdReports)  Zearn: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
2	Eureka Math: Meets Expectations (EdReports)  Zearn: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
3	Eureka Math: Meets Expectations (EdReports)  Zearn: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially positive effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
4	Eureka Math: Meets Expectations	Open Court and CKLA: Meets	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in

<sup>4</sup> TNTP, *The Opportunity Myth: What Students Can Show Us about How School Is Letting Them Down—and How to Fix It* (New York: TNTP, 2018), [https://tntp.org/assets/documents/TNTP\\_Opportunity-Myth\\_Executive-Summary\\_WEB.pdf](https://tntp.org/assets/documents/TNTP_Opportunity-Myth_Executive-Summary_WEB.pdf).

<sup>5</sup> Ibid.

**COMMUNITY SCHOOL CONTRACT**

	(EdReports)  Zearns: Meets Expectations	Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	science by EdReports)
5	Eureka Math: Meets Expectations (EdReports)  Zearns: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
6	Eureka Math: Meets Expectations (EdReports)  Zearns: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
7	Eureka Math: Meets Expectations (EdReports)  Zearns: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)
8	Eureka Math: Meets Expectations (EdReports)  Zearns: Meets Expectations	Open Court and CKLA: Meets Expectations  KIPP Wheatley: Partially Meets Expectations (EdReports)  Lexia Reading: Meets Expectations and Potentially Positive Effects (WWC)	Amplify lessons, supplemented with teacher backwards design: Partially Meets Expectations (highest rating in science by EdReports)

Grade	Math	ELA: Reading and Writing	Science	Social Studies	Foreign Language/Electives
9	Eureka Math: Meets Expectations (EdReports)	Teacher created, Ohio's Learning Standards, ACT Standards	Teacher created, Ohio's Learning Standards	Teacher created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum	Teacher-created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum
10	Eureka Math: Meets Expectations (EdReports)	Teacher created, Ohio's Learning Standards, ACT Standards	Teacher- created, Ohio's Learning Standards, KIPP AP for All	Teacher created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum	Teacher-created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum

**COMMUNITY SCHOOL CONTRACT**

11	Eureka Math: Meets Expectations (EdReports)	Teacher created, Ohio's Learning Standards, ACT Standards, KIPP AP for All	Teacher created, Ohio's Learning Standards, KIPP AP for All	Teacher created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum, KIPP AP for All	Teacher created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum
12	Eureka Math: Meets Expectations (EdReports)	Teacher created, Ohio's Learning Standards, ACT Standards, KIPP AP for All	Teacher created, Ohio's Learning Standards, KIPP AP for All	Teacher created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum, KIPP AP for All	Teacher created, Ohio's Learning Standards based on the Ohio Department of Education model curriculum

Courses at the high school include:

English: ELA I, ELA II, American Literature, World Literature

Math: Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus

Science: Biology, Chemistry, Physical Science

Social Studies: World History, American History, American Government.

World Languages: Spanish I, Spanish II, Spanish III

Electives: Physical Education, Health, Theater, Visual Art

We also offer a variety of AP courses dependent on student interest and availability. Some examples include the following:

AP Seminar

AP U.S. History

AP American Government

AP English Literature

AP English Language and Composition

### **KIPP Wheatley Creation and Research Base**

KIPP Wheatley is an English Language Arts (ELA) curriculum that was developed in house, alongside Great Minds. It addresses all Common Core State Standards in Reading (Informational and Literary), Writing, Language, and Speaking and Listening and is also aligned to Ohio Learning Standards.<sup>6</sup>

In grades K–5, KIPP Wheatley is supplemented with word study and phonics instruction and independent and guided reading.<sup>7</sup> The core components of KIPP Wheatley are listed in the diagram below. KIPP Wheatley was featured as a high-quality curriculum in a piece by the Fordham Institute.<sup>8</sup>

<sup>6</sup> KIPP: Public Schools, "Excellent Teaching," accessed May 12, 2022, <https://www.kipp.org/approach/highly-effective-teachers-and-leaders/teaching>.

<sup>7</sup> "What Is KIPP Wheatley?" KIPP: Public Schools, September 2016, <https://www.kipp.org/wp-content/uploads/2016/09/KIPP-Wheatley.pdf>.

<sup>8</sup> Michael J. Petrilli, "High-performing charter networks are finally embracing well-rounded curricula," *Flypaper*, Thomas B. Fordham Institute, October 25, 2017, <https://fordhaminstitute.org/national/commentary/high-performing-charter-networks-are-finally-embracing-well-rounded-curricula>.



**COMMUNITY SCHOOL CONTRACT****THE CURRICULUM INCLUDES FIVE MODULES WITH SEVEN HIGH-LEVERAGE COMPONENTS.**

HIGH LEVERAGE COMPONENTS	KEY FEATURES			
TOPICS & THEMES	Important, interesting, and diverse topics and themes		Essential questions and enduring understandings to promote deep inquiry and knowledge of the world	
ANCHOR & SUPPORTING TEXTS	High-quality, grade-level, complex texts in the range of genres recommended by the CCSS		Fiction, informational text, poetry, books, short stories, articles, videos, and images that include diverse peoples and perspectives	
CLOSE & SHARED READING	Shared, grade-level texts to engage all students		Focus on close reading to promote deep understanding of complex texts over multiple reads	
WRITING	Process-based, text-based writing in a variety of genres covered by the CCSS		Writing activities to guide students towards deep content knowledge and support mastery of diverse writing formats and skills	
VOCABULARY & GRAMMAR	Vocabulary and grammar lessons to help students integrate skills needed for effective reading, speaking, and writing			
CONSISTENT INSTRUCTIONAL ROUTINES	Consistent routines that support student automaticity, build strong reading habits, and streamline teacher planning		Annotation and note-taking routines for reading, graphic organizers and schematics for writing, and discussion-based routines, such as Socratic Seminars	
ASSESSMENTS	Daily checks for understanding to assess mastery of learning goals	Process-based writing tasks (three to six per module)	"Fresh text assessments" that evaluate students' ability to closely read new texts on the same topic and demonstrate writing skills on demand	End-of module assessments aligned to PARCC and Smarter Balanced exams

KIPP Columbus holds teachers accountable for curriculum planning, instruction, and assessments that are aligned to the Common Core Standards, Ohio's Learning Standards, and AP standards as described in the chart above. Teachers participate in research-based backwards design<sup>9</sup> to ensure full curricular alignment with grade-level content and standards.

During the summer, all teachers participate in nearly two weeks of professional development, where they receive feedback on their standards-based scope and sequences and other curricular materials, including pacing guides, unit plans, lesson plans, assessments, and daily objectives. Lesson plans are submitted in advance of learning, with feedback provided by instructional leaders.

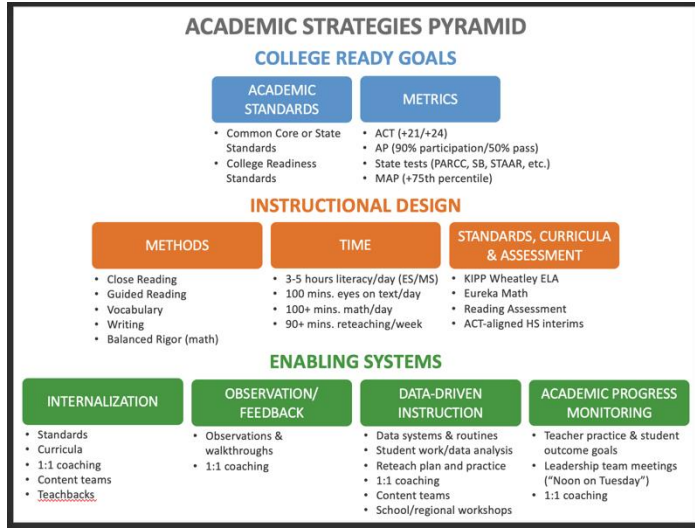
In instances where curriculum is fully created (Eureka Math), instructional leaders and department chairs work with teachers to make intentional adjustments as needed to ensure that there is a clear alignment with Ohio's Learning Standards, College Board Advanced Placement Standards, and ACT College Readiness Standards, as appropriate based on the grade level.

### Reading and ELA Instruction

Each week, students receive over 400 minutes of reading and ELA instruction in grades K–5 and over 300 minutes of reading and ELA instruction in grades 6–12. This instruction takes place through a variety of instructional methods, including whole-class instruction, small-group and one-on-one instruction, independent reading, and technology programs designed to assist students in accessing grade-level content. The type of instruction is determined by the needs of the students

<sup>9</sup> Ryan S. Bowen, "Understanding by Design," Vanderbilt University Center for Teaching," 2017, <https://cft.vanderbilt.edu/guides-sub-pages/understanding-by-design>.

in each classroom and by the methods described in our research-based curriculum described above.



## Math Instruction

Students in grades K–12 receive over 300 minutes of math instruction each week. In younger grades, the courses focus on building numbers sense and the knowledge and skills to allow students to access rigorous college-preparatory courses at the middle and high school levels, such as Algebra (eighth grade) and Calculus (high school).

## Electives Instruction

KIPP Columbus students have the opportunity to take a number of elective courses, which we call Learning Links in lower grades (grades K–8). The instructional methods and content vary for these classes depending upon the subject (dance, drama, and foreign language).

In all cases, curriculum design follows the research-based backwards design process outlined above.

## Science and Social Studies Instruction

In Social Studies and Science courses, curriculum focuses on the specific discipline of the course. For Social Studies, this involves a focus on primary sources, non-fiction text, secondary sources, and exposure to and practice with principles of historiography. Students attain and strengthen fundamental knowledge through rich, layered study, text-dependent questions, close reading strategies, and a project-based approach. For Science courses, this involves a focus on core concepts and terms, observations, and data. Students attain and strengthen fundamental knowledge through a multi-modal approach (do, talk, read, write, visualize), scientific phenomena and real-world problems, and the application of prior knowledge to create deep, causal explanations.

## Instructional Strategies

KIPP Columbus teachers use a variety of instructional strategies and methods to ensure that the learning styles and needs of all students are addressed. Lessons include whole-group spiraling reviews, whole-group minilessons, small-group instruction, independent study, and one-on-one support. Throughout the program, teachers foster an environment where great questions pave the way to enduring understanding. Each teacher works with groups of students or individuals based on the students' needs. Teachers employ strategies such as modeling/think-aloud, discovery, cooperative learning, project-based learning, and direct instruction. The use of a variety of methods allows teachers to choose methods that are best suited to the content while developing a love of learning in each student.

Teachers are empowered through staff development, training, and discussions with instructional leaders and other teacher leaders to use a variety of strategies and methods in the classroom and to make instructional decisions based on their strengths and their students' needs. KIPP instructional strategies include traditional methods such as whole-class instruction with materials like white boards and direct instruction. They also include multisensory methods that both utilize technology and provide students with kinesthetic and tactile learning activities. Students will have many opportunities to learn as members of whole classes, as members of smaller cooperative groups, and as individual students.

### **Social-Emotional Learning (SEL)**

Every KIPP student participates in daily SEL lessons through their classrooms in lower grades or through their advisory in middle and high school. These lessons are rooted in the research-based national Collaborative for Academic, Social, and Emotional Learning (CASEL) framework and support our students' overall well-being. These lessons are planned by our deans of student life and social workers at each school and focus on the Tier I supports every student needs to be successful and thrive. Advisory also serves as a time when students participate in conversations about current events and relevant issues.

Below is information regarding specific curricula used for SEL programming and its alignment with self-discipline and citizenship. Regarding character, we believe that all students come to school with inherent value and do not make attempts to measure the character of our students.

K-5 - Pax Good Behavior Game or another curriculum aligned to [CASEL](#)

6-12 -Character Strong alignment for [Middle School](#) and [High School](#)

The curriculum for K-5 includes five anchor standards: self-awareness, self-management, social awareness, relationship skills, responsible decision-making,. In 6-12, there are an two additional standards: mindset and behavior standards.

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

Non-classroom-based learning opportunities include field lessons, college visits, after-school programming, and partnerships with local businesses and nonprofits that allow students to expand learning and understand the world beyond the classroom and into the community.

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

Students come from the most underserved neighborhoods within the city, including Linden, King Lincoln, South, Weinland Park, and Hilltop. Students served at KIPP schools can generally be described as traditionally underserved, meaning that their previous schools failed to educate them to their full potential. Upon enrollment in a KIPP school, students typically show strong academic growth very quickly due to the strong teaching methods employed by KIPP teachers and overall school culture.

Students served at KIPP schools can also be described as at risk for academic failure. Students experience a variety of situations that confer this label upon them, including previously attending inadequate schools, poverty, violence, abuse, malnutrition, mental-health issues, language barriers, and a wide variety of other problems. Despite these challenges, all students at KIPP schools are deserving and capable of achieving at high levels.

#### **High School**

At KIPP Columbus High, we serve a population that mirrors our current middle and elementary schools.

Our students come from all corners of Columbus. About 3 percent come from outside the city limits. These areas include Blacklick, Dublin, Pataskala, Reynoldsburg, Westerville, and Canal Winchester. The majority (97 percent) of students live within city limits, in every direction of the school. Around 50 percent of our students live within seven miles of our new campus on Inspire Drive. Our highest concentrations of students live in the Linden area in the 43211 zip code. This district is one of the most impoverished districts in the city, with average incomes less than half that of the city. The crime rate is one of the highest in the city, and the high school graduate rate is one of the lowest.

Students served at KIPP schools are traditionally underserved, meaning that their previous schools failed to educate them to their full potential. Upon enrollment at KIPP Columbus, students typically show strong academic growth very quickly due to the strong culture of achievement and college-preparatory focus.

In order to ensure that students are growing and achieving, KIPP Columbus is dedicated to providing all students with access to grade-level, college-ready curricula in all core subjects, while also providing personalized learning opportunities to meet students' unique needs.

#### **A.5 School Calendar and Daily Schedule**

The school calendar is developed and may be changed at the discretion of the school.

The table below outlines a sample Kindergarten schedule. The first-grade schedule will be similar; rather than nap, students will spend twenty extra minutes for the reading block and ten extra minutes for the CGI math block. Teachers will have planning time during Learning Links and during the recess/lunch block (recess and lunch will be run by the leadership team and teaching

**COMMUNITY SCHOOL CONTRACT**

fellows).

**Sample Elementary School Schedule**

<b>Time</b>	<b>Agenda</b>
8:20 a.m.– 8:50 a.m.	Breakfast, morning routine, play-based centers  (Breakfast only served until 8:30 a.m.)
8:50 a.m.– 9:10 a.m.	Morning meeting (on carpet) Choral creed/chant Morning greeting Morning message Sight words Calendar math
9:10 a.m.– 10:30 a.m.	Reading rotations (twenty minutes each) 1. iReady or iStation on technology 2. Read to self or read to someone 3. Wiggle 4. Guided reading (with teacher) 5. Tyner Phonics and Reading Mastery (with coteacher)
10:30 a.m.– 10:55 a.m.	Wiggle  Interactive read aloud (heavily nonfiction)
10:55 a.m.– 11:45 a.m.	Math block 1. Half of class on carpet with lead teacher 2. Half of class on ST Math (coteacher pulls groups from computers based on recent data)
11:45 a.m.– 12:45 p.m.	Lunch/Recess
12:45 p.m.– 1:15 p.m.	Rest time
1:15 p.m.– 2:10 p.m.	Writing, spelling, and phonemic awareness  1. Half of class with lead teacher: Writer’s Workshop (ten-minute minilesson, fifteen-minute independent and conferencing time) 2. Half of class with coteacher: phonemic awareness as small group—Heggerty (fifteen minutes) and spelling and other word work (ten minutes)
2:10 p.m.– 2:55 p.m.	Learning Link
2:55 p.m.– 3:15 p.m.	Math CGI (ten minutes on carpet, ten minutes at tables)
3:15 p.m.– 3:45 p.m.	Science (fifteen minutes on carpet, fifteen minutes at tables)
3:45 p.m.– 4:00 p.m.	Snack, pack up, community circle

**COMMUNITY SCHOOL CONTRACT**

**Sample Middle School Schedule**

	Freshman 1	Freshman 2	Freshman 3	Freshman 4
8:15–8:30	<i>ADVISORY</i>	<i>ADVISORY</i>	<i>ADVISORY</i>	<i>ADVISORY</i>
8:30–8:45				
8:45–9:00	<b>READING</b>	<b>MATH</b>	<b>SCIENCE</b>	<b>WRITING</b>
9:00–9:15	<b>90</b>	<b>90</b>	<b>45</b>	<b>60</b>
9:15–9:30				
9:30–9:45			<b>S.S.</b>	
9:45–10:00			<b>45</b>	<b>CHOICE READ</b>
10:00–10:15				<b>30</b>
10:15–10:30	<b>WRITING</b>	<b>SCIENCE</b>	<b>READING</b>	<b>MATH</b>
10:30–10:45	<b>60</b>	<b>45</b>	<b>90</b>	<b>90</b>
10:45–11:00				
11:00–11:15		<b>S.S.</b>		
11:15–11:30	<b>CHOICE READ</b>	<b>45</b>		
11:30–11:45	<b>30</b>			
11:45–12:00	<i>LUNCH/RECESS</i>	<i>LUNCH/RECESS</i>	<i>LUNCH/RECESS</i>	<i>LUNCH/RECESS</i>
12:00–12:15				
12:15–12:30	<b>MATH</b>	<b>P.E./Health</b>	<b>WRITING</b>	<b>SCIENCE</b>
12:30–12:45	<b>90</b>	<b>60</b>	<b>60</b>	<b>45</b>
12:45–1:00				
1:00–1:15				<b>S.S.</b>
1:15–1:30		<b>READING</b>	<b>CHOICE READ</b>	<b>45</b>
1:30–1:45		<b>90</b>	<b>30</b>	
1:45–2:00	<b>SCIENCE</b>		<b>MATH</b>	<b>P.E./Health</b>
2:00–2:15	<b>45</b>		<b>90</b>	<b>60</b>
2:15–2:30				
2:30–2:45	<b>S.S.</b>			
2:45–3:00	<b>45</b>	<b>WRITING</b>		<b>READING</b>
3:00–3:15		<b>60</b>		<b>90</b>
3:15–3:30	<b>P.E./Health</b>		<b>P.E./Health</b>	
3:30–3:45	<b>60</b>		<b>60</b>	
3:45–4:00		<b>CHOICE READ</b>		
4:00–4:15		<b>30</b>		

Sample **High School Calendar**

<b><u>First day of school</u></b>	<b><u>August 22, 2016</u></b>
<b><u>School day start/end time</u></b>	<b><u>8:30/4:00</u></b>
<b><u>Hours in school day</u></b>	<b><u>7.5 hours</u></b>
<b><u>Number of instructional minutes (core instruction) per day</u></b>	<b><u>420 minutes</u></b>
<b><u>Number of instructional school days per year</u></b>	<b><u>166 days</u></b>
<b><u>Number of supplemental instruction hours per day</u></b>	<b><u>3 hours (tutoring/enrichment opportunities)</u></b>
<b><u>Time devoted to staff development during school year (indicate days or hours)</u></b>	<b><u>12 days</u></b>
<b><u>Time devoted to staff development prior to school opening (indicate days or hours)</u></b>	<b><u>10 days</u></b>

Changes to the schedules may be made at the discretion of the school.

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

KIPP Columbus offers a full continuum of special-education services and has adopted the Ohio Department of Special Education Model Policies and Procedures.

KIPP Columbus' student population includes the 12 percent of our students who have been identified as having a disability. In order to best meet the needs of our diverse learners, KIPP Columbus offers a full continuum of specialized services. Students with disabilities may receive push-in support from an intervention specialist or paraprofessional, small-group resource or pull-out services from an intervention specialist, self-contained instruction, or services through an external partnership with alternative placement programs, including Ventures II, Buckeye Ranch, and St. Vincent Family Center.

KIPP Columbus' general academic approach within the special-education department is to focus on exposing students to grade-level content as much as possible. If students are removed from the general-education environment to receive services, the acceleration model is used. The Learning Acceleration Model is based on research from TNTP and shows that exposing students to grade-level content as much as possible supports their academic growth.<sup>10</sup> This model focuses on exposing students to the general-education content that is coming up next, and the intervention specialist embeds necessary accommodations or modifications for students to successfully access

<sup>10</sup> TNTP, Learning Acceleration Guide: Accelerating Learning in the 2020–2021 School Year (New York: TNTP, November 2020), <https://tntp.org/assets/covid-19-toolkit-resources/TNTP-Learning-Acceleration-Guide-Updated-Nov-2020.pdf>.

the content. Some accommodations that may be incorporated into the classroom setting based on the students' individualized education plans (IEPs) include the following.

### **Instruction**

- Extra practice on lessons
- Peer tutoring
- Oral explanation of tasks
- Preferential seating
- One-on-one time or pull-asides as needed
- Provide longer response time
- Break tasks into smaller sections
- Reduce the amount of copying from board

### **Testing**

- Prior notice of test content
- Open-book notes for teacher-made tests
- Extra time for tests
- Simplified directions
- Alternative tests
- Tests read to students
- Retake tests
- Same content
- Shortened test length
- Reduced choices on multiple-choice tests
- Hands-on projects instead of tests
- Use of highlighters

### **Grading**

- Grades based on work and participation
- No spelling penalty on written work
- No handwriting penalty on written work
- Provide regular grade checks

### **Organization**

- Simple, clearly stated instructions
- Use agenda for assignments
- Review directions
- Provide notes
- Story outlines
- Use of spellchecker
- Desktop list of assignments



- Extra time to complete assignments
- Extra time for projects, determined by teacher and student when project is assigned

**Homework Checks**

- Reduced assignments
- Use notebook/folders to organize assignments
- Written schedule of daily routine
- Frequent agenda checks

**Materials**

- Copies of texts at home
- Modified worksheets
- Audio/visual aids
- High-interest materials
- Manipulatives
- Enlarged print
- Calculator for math
- Use of computer/word processor
- Use of tape recorder to record discussions

**Behavior Management**

- Provide positive reinforcement
- Reinforcement program
- Model appropriate behavior
- Corrective behavior plan
- Contract
- Provide cues for expected behavior
- Consistent enforcement of school rules
- Collect data on behavioral changes
- Daily behavior tracker/report
- Advance warning of when a transition is going to happen

**A.7 School Goals**

School specific goals are included as part of Exhibit IV, Alternative Accountability Framework.

**A.8 School Climate and Discipline****Overview of KIPP Columbus Discipline Philosophy**

KIPP Columbus believes that students must feel safe in order to be successful. To that end, the

school has developed a clear set of behavioral expectations and an accompanying array of support systems to ensure that students meet those behavioral expectations.

The foundation of the discipline system is respect for the student. Teachers always keep in mind that behavior is teachable. Instruction and guidance, rather than punishment, are of the utmost importance. Teachers serve as coaches and models to the children. Teachers are trained to separate the actions from the actor and to separate the stigma of punishment from discipline and the notion of consequences. Behavior is about social interaction, so teachers first define the norms they expect before holding students accountable to them.

Clear and consistent routines and expectations are the basis of this system, and strong relationships with students allow it to work.

Depending upon the grade level, teachers implement a variety of discipline management systems that may include any of the following:

- The weekly student “paycheck” based on behavior
- Daily notes home to parents
- Daily phone calls to parents
- Loss of privileges during the school day
- Extra rewards and celebrations for students meeting and exceeding expectations
- Individual coaching with students to address behavior

## **School Culture**

Students will learn that there are no shortcuts to academic success and that hard work is the key to achievement. The school culture will celebrate an excitement for learning.

High expectations will pervade every aspect of KIPP Columbus. KIPP Columbus will expect students and adults to achieve the learning and character building necessary for success in school and life. Indeed, the school mission, vision, goals, and model outlined above are underpinned by a fundamental belief: “All of us—students, teachers, and stake holders—will learn.”

Excellent academics, of course, are necessary but not sufficient for success in college and life. KIPP students will also learn the important character, social, and teamwork skills that will allow them to resolve conflict, work on a team, interact with others, and demonstrate the social skills necessary for success. The school-discipline system will focus on rewarding positive behavior and helping students reflect on poor choices as teachable moments.

Copies of the Discipline Policy and Code of Conduct are available upon request.

## **Extracurricular Activities**

### *Field Lessons*

One of the strategies for achieving our school mission is to expose our students to a variety of experiences and situations. Field lessons will be built into each unit, and KIPP Columbus teachers

will build on what the students are learning in class and expose them to new experiences. Students, however, must earn the right to attend field lessons, and all students will be held to the same expectations during field lessons as they would be at school.

### *College Visits*

The mission of KIPP Columbus will be to get kids to and through college. As such, students will regularly have the opportunity to visit all of the colleges near Columbus, as well as some around the country. As mentioned previously, all students must earn the right to attend these visits, and in-school expectations will remain constant.

### *KIPP Connect After-School Program*

KIPP Columbus joined with the Boys and Girls Clubs of Columbus (BGCC) to create the KIPP Connect Boys and Girls Club in 2010. This club is an official chartered extension site of BGCC and will be offered throughout all schools within the region. The BGCC provides after-school and summer programming for youth ages 6–18. The programming at BGCC is designed to promote positive outcomes in the areas of academic success, good character, citizenship, and healthy lifestyle, all with the goal of empowering youth to reach their full potential as productive, caring, and responsible citizens.

KIPP Connect will operate as a specific classification of Boys and Girls Club every Monday through Thursday from 4 p.m. to 7 p.m. Transportation will be provided to all students who choose to participate in this optional program.

At KIPP Columbus, BGCC staff will assist with academic intervention, providing literacy support to students who are not yet reading on grade level. Additionally, a team of six will provide quality enrichment programming to KIPP Columbus students, including the following:

- **Passport to Manhood:** This BGCC curriculum is designed to help adolescent males (ages 11–14) make wise decisions and increase their personal responsibility. This program involves interactive classes with positive male role models.
- **SMART Moves (Skills Mastery and Resistance Training):** This is a prevention/education program that addresses problems such as drug and alcohol abuse and premature sexual activity. This program can be adapted for students ages 6–15.
- **SMART Girls:** A health, fitness, prevention/education, and self-esteem enhancement program for girls ages 8–17.

Other activities offered will include yoga, Zumba, arts and crafts, step, scrapbooking, poetry, games club, rap, flag football, basketball, choir, instrumental music, Girl Scouts, African drumming and dance, mentoring programs (Girls Circle), and many others.

In addition to the Boys and Girls Club, the after-school program will also utilize key community partnerships to enhance its activities. Some of the community partners KIPP Columbus has already formed include Columbus Music Academy, COSI, Nubian Knowledge, the Wexner Center for the Arts, Boy Scouts of America, Girl Scouts of America, Children's Hunger Alliance, Ernst & Young, OSU Honors & Scholars program, Banana Republic, and the Linden Development Corporation.

## High School

Living our core values and teaching our students how to live them is a key component of the KIPP Columbus High mission. If we are to have a strong and consistent culture, these values must be consistently upheld. The INSPIRE values are the same ones used in the elementary and middle schools; however, they have been adapted to teach more age-appropriate examples of behaviors that exemplify them. Values will be reviewed with staff during summer professional development, along with the creation and alignment to “college-bound” behavior examples.

The INSPIRE values for KIPP Columbus High are listed below:

- Imagine
- Navigate
- Seek
- Persevere
- Integrity
- Responsibility
- Empathy

Students will be introduced (or reintroduced, for returning KIPPsters) to the core values during freshman orientation, with an explicit link to college readiness. Every month, teachers present Student of the Month awards for each value. In advisory each week, every advisor presents value awards to members of their advisory. Through consistent weekly and monthly student awards, opportunities to earn daily merit points, and consistent visual anchors across all classrooms, students internalize each of the core values and understand why they are important.

## Behavior Philosophy and Discipline Policy

Excellent academics are necessary but not sufficient for success in college and life. KIPP students will also learn the important character, social, and teamwork skills that will allow them to resolve conflict, collaborate, and demonstrate the social skills necessary for success. The school-discipline system will focus on rewarding positive behavior and helping students reflect on poor choices as teachable moments.

The foundation of the discipline system is respect for the student. Instruction and guidance, rather than punishment, are of the utmost importance. Teachers serve as coaches and models to the children. Teachers are trained to separate the actions from the actor and to separate the stigma of punishment from discipline and the notion of consequences. Behavior is about social interaction, so teachers first define the norms they expect before holding students accountable to them. Clear and consistent routines and expectations are the basis of this system, and strong relationships with students allow it to work.

## Student Culture Shifts from Middle School to High School

As students leave their middle school and enter high school, some culture resetting will need to take place. KIPP Columbus High establishes expectations for how students wear a school

uniform, conduct themselves in the classroom and in large groups, speak with each other, and speak with teachers. It is important for students to feel part of a new community on the path to and through college.

KIPP Columbus also balances the increasing ways in which students can feel like mature young adults who have more freedom to make their own decisions—even while upholding and enforcing behavioral expectations that may not have been as strictly enforced at the middle school.

For example, KIPP Columbus High emphasizes to students that they no longer receive a paycheck because they are college-bound young adults who must assume more responsibility for their own actions and self-advocate for what they need to succeed. However, they will still earn demerits if they are not meeting behavioral expectations. Moreover, as students get older, the cultural expectations will shift, and they will be expected to handle themselves more independently. Starting junior year, the goal is for students to be eased off the demerit system. By senior year, the goal is for each class to stop using the demerit system. This is contingent on students demonstrating that they can maintain excellent behavior and meet all expectations without the demerit system.

### **Behavior System**

KIPP Columbus High School uses a merit and demerit system. It is critical that our staff be entirely consistent from one classroom to another. A student can receive demerits from any adult on campus for breaking any rule. Each offense will be assigned a number of demerits ranging from one to four (four being the most that a student can receive for one offense). Teachers are responsible for entering the demerits they give students, but students are responsible for keeping track of how many they have accumulated. As a result of earning demerits, students can earn consequences such as detention.

Alternatively, students can also earn merits. Merits can be earned for specific behaviors that exemplify each of the core values. Students who earn five or more merits will have their pictures posted on a bulletin board. Every time a student earns ten merits, their name will be entered in a raffle for a prize and they will earn the opportunity to attend Merit Trips (after-school trips organized by staff).

In order to ensure consistency, teachers will be trained extensively on giving demerits and merits during summer professional development. During this time, the team will review which offenses earn how many demerits and what actions can earn merits.

KIPP Columbus High will also implement a restorative-justice approach with KIPPsters. If students violate the core values and harm other members of the community, either physically or emotionally, they will engage in the restorative-justice process with their advisors and/or counselors. The process emphasizes repairing harm through collaboration. Steps include the following:

1. Identifying and taking steps to repair harm

2. Involving all stakeholders
3. Transforming the traditional relationship between students, staff, and the larger school community

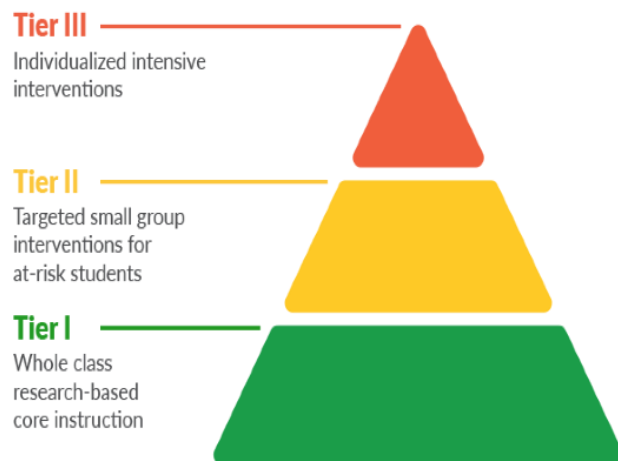
Through restorative justice, students are not only held accountable for their actions but are also empowered to help resolve issues through respectful communication and collaborative work in the larger school community.

### Staff Training

In the weeks before the first student day of school, staff will learn about KIPP and its unique model, including the proven expectations, systems, and routines. During these sessions, the discipline policies will be clearly outlined, and teachers will have opportunities to practice their responses to specific classroom situations. KIPP Columbus staff will participate in a wide range of professional-development opportunities on topics including classroom management and restorative justice. While these sessions will provide a conceptual structure for teaching at KIPP Columbus, the school will turn to supplemental sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Columbus works to adopt many of the practices of leading researchers such as Doug Lemov, author of *Teach Like a Champion*, to ensure predictable and college-preparatory classroom routines and expectations. *Teach Like a Champion* is an example of how to implement a “no-excuses” educational philosophy and has proven extremely effective in achieving results in urban classrooms across the country.

### A.9 Assessments and Intervention

At KIPP Columbus, we value the educational journey of all students. We are committed to creating opportunities for students across the region to learn and grow. We value student equity, which we define as “reducing the predictability of who succeeds and who fails, interrupting reproductive practices that negatively impact students, and cultivating the gifts and talents of every student.”<sup>11</sup>



<sup>11</sup> Hammond, “A Conversation about Instructional Equity.”

**COMMUNITY SCHOOL CONTRACT**

KIPP Columbus commits to the consistent implementation of RTI, with fidelity, to ensure that all students are receiving the support necessary to have appropriate access to grade-level standards. RTI will reduce the percentage of students falling behind academically, creating an opportunity for the region to better support students with greater academic needs. RTI cycles at KIPP Columbus include six to eight weeks of targeted intervention, followed by data collection and a team meeting with teachers and instructional leaders to determine next steps. Intervention time is built into the schedule, and specific interventions are determined in collaboration with teachers and instructional leaders. At the conclusion of the RTI cycle, students who have met their goal move out of the next cycle, students who have made progress will be assessed to see if students should continue in or exit the intervention cycle, and students who do not make progress continue into the next cycle and may be referred for special education. Each year, we have four cycles of RTI.

<b>Goal met</b>	Student exits intervention for next cycle
<b>Progress toward goal</b>	Team decision if student continues to receive intervention for next cycle or exits intervention
<b>Insufficient or no progress toward goal</b>	Student continues to receive intervention for next cycle, receives a different goal, or possible referral for special education

**Tutoring**

At KIPP Columbus, we believe that the more individualized instruction can be for students, the more likely it is to meet their individual instructional needs. To that end, we have implemented a robust tutoring program with AmeriCorps tutors to support student learning. KIPP Columbus has partnered with AmeriCorps to provide ten tutors who each work with our students thirty hours per week in grades K–5. Instructional leaders use STAR assessment data to identify students who need intervention support, and then students meet with tutors at least three days per week in small groups (focusing on reading or math, depending upon the needs of the students). In classrooms where we do not have a specific tutor, we have hired additional teachers who pull small groups. This tutoring support has been incredibly helpful, and early data suggest that students are seeing growth in both reading and math.

**Foundational Literacy**

KIPP Columbus’s youngest students were some of the most impacted by online learning. Learning to read and compute in an online environment that was new for both students and teachers compounded our need to have a plan for acceleration upon students returning to campus. In order to accelerate student learning that is foundational to a students’ future success, we have a specific focus on early literacy for grades K–3, which includes the following:

- **Fellows:** We increased the number of instructional fellows per classroom in K–3 so that students are able to receive literacy instruction in small groups.
- **KIPP Foundation Literacy Professional Learning Community and Development (PLC):** KIPP Columbus will participate in the PLC led by the KIPP Foundation to improve our programming for K–3 literacy.

- **Assistant school leaders:** Assistant school leaders in the elementary schools will support continued alignment on the four key resources and our literacy priorities and will work closely with teachers to create accelerated learning plans for their classrooms.
- **Lexia:** Students will use Lexia as part of their small-group literacy-instruction rotations.
- **Assessments:** We monitor student progress in reading on an ongoing basis.
- **Curriculum:** We will enhance our foundational literacy curriculum with supplements such as Haggerty’s Bridge the Gap and adding Open Court to our curriculum for students through fourth grade.
- **Training and development:** Each teacher in grades K–8 who teaches reading will receive training in the science of reading.

## Extended Learning

Even with interventions, we know that our students will need more time to make up for time lost due to the Covid-19 pandemic. We will ensure students have more time in three ways: summer academic enrichment opportunities, after-school programming, and small-group instruction, which will allow them to have more individualized and differentiated instructional support.

### *Summer Enrichment Program (K–12)*

We will provide students with summer enrichment experiences, prioritizing skills where we know that students need support based on diagnostic and progress-monitoring data.

### *Small-Group Instruction*

Through an increase in the number of fellows, each student will receive daily small-group instruction in grades K–3.

### *After-School Programming*

KIPP Columbus will partner with a number of community organizations to provide students with after-school programming options. These programming opportunities will be designed alongside KIPP Columbus educators to ensure they meet the most urgent needs of our students.

## Support Structures for Students Who Have Fallen Behind

KIPP Columbus recognizes the need for holistic support in order to best service our school community. We offer a variety of support services in the areas of academics, physical health, and emotional health.

For students with academic needs, KIPP Columbus implements a tiered system of instruction called RTI. This year, KIPP Columbus has a new staff role, the senior associate of diverse learning, who has RTI as a priority area of focus. RTI is run using student academic data and best-practice strategies to provide students with multiple attempts to master core academic skills.

For students with physical health needs, KIPP Columbus has a partnership with Nationwide Children’s Hospital. Through this partnership, we are able to have a nurse at each school, as well as a head nurse who supports the functioning of the nursing team. Our school nurses have been pivotal in our strategy to prevent the spread of Covid-19. Our nurses assist with vision screenings,



504 plan management, and IEP service minutes as needed. In addition, we have a Nationwide Children's Hospital clinic on campus that functions as a doctor's office. Students, their families, and community members are able to access the clinic and receive treatment or referrals based on their health needs.

For students with social and emotional needs, KIPP Columbus has a tiered system of support. KIPP Columbus has six full-time, in-house social workers. This team is able to service students with disabilities or students and families experiencing a number of different crises. Each school has at minimum one dean of student life. This role focuses on bringing strong Tier 1 and Tier 2 SEL instruction and intervention to their school building. For intensive needs, KIPP Columbus leverages partnerships with multiple agencies, including Nationwide Children's Hospital, OhioGuidestone, Life Enhancement Services, Columbus Public Health, and IMPACT Community Action.

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

TNTP is one of the foremost expert organizations in addressing unfinished learning and learning acceleration. Their research on the impacts of unfinished learning is clear:

Students spend most of their time in school without access to four key resources: grade-appropriate assignments, strong instruction, deep engagement, and teachers who hold high expectations. . . . Students of color, those from low-income families, English language learners, and students with mild to moderate disabilities have even less access to these resources than their peers.<sup>12</sup>

The Covid-19 global pandemic exacerbated access to the four key resources. Grounded in our belief that we must address student access to the four key resources, KIPP Columbus has developed a dynamic strategy for diagnosing and monitoring student learning. Our comprehensive approach includes the addition of new roles to support student learning and training and development for the instructional teams that will lead this work. This dynamic plan and approach will continue to evolve as we learn more about student learning, as we conduct diagnostics, and as we adjust to the needs of our students. Some of the key components are described below.

#### *Diagnosing Student Needs*

- **STAR Assessment K–12 (math and reading):** We use the STAR assessment as a diagnostic and to progress monitor students and support them instructionally in areas of highest need and areas where learning needs to be accelerated.
- **Early literacy:** We use an early-literacy assessment (Acadience or one like it) to diagnose student learning at the beginning of the year and will use this assessment as a progress-monitoring tool over the course of the year.
- **Subject-area assessments:** KIPP Columbus uses high-quality research-based assessments in science, social studies/history, and other subjects as diagnostic and progress monitoring tools. In addition to ongoing assessments that give us a picture of student learning, we also

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<sup>12</sup> TNTP, *The Opportunity Myth*.

invested heavily in professional development for teachers and leaders around how to best support students by providing scaffolds so they are able to access grade-level content.<sup>13</sup>

- **Training sequence for all leadership and contracted walk-throughs:** KIPP Columbus will work closely with TNTP to ensure every KIPP Columbus leader has training in identifying appropriate scaffolds to support students while providing grade-level content. This work will also include walkthroughs with partners as we work to ensure our program is working and make adjustments based on data.
- **Training series for all teachers:** All teachers will have training in the four key resources: grade-appropriate assignments, strong instruction, deep engagement, and teachers who hold high expectations. Teachers were also trained in how to provide standards-based scaffolds to students so they can access grade-appropriate content.

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<sup>13</sup> Ibid.

## **Exhibit 2. Financial Plan**

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

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

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

Policies and procedures regarding internal financial controls adopted by the governing authority of the school may be updated and submitted to the sponsor in Epicenter and incorporated by reference herein.<sup>14</sup>

#### **Annual Fiscal Audit**

An annual audit of the financial statements of KIPP Columbus is performed by an independent CPA firm approved by the Ohio Department of Education. In addition, the CPA firm performs agreed-upon procedures as outlined by the Ohio Department of Education and also performs an audit of federal programs in accordance with OMB Circular A-133.

#### **Financial and Accounting Plan**

The financial management of KIPP Columbus Ohio is carried out by the Education Service Center of Central Ohio (ESC). ESC manages all fiscal, compliance, and HR functions for the organization with a staff of seven individuals. This team includes a bonded treasurer, an accounting supervisor, a payroll specialist, a data specialist, an assistant treasurer, an e-rate consultant, and a grants consultant. The treasurer and accounting supervisor have over fifty years combined financial and accounting experience, with much of that experience in public finance and education. Each school will be set up in the accounting/financial software as a separate entity internally, but the organization will be reported externally as one large cluster; the chart of accounts used are the accounts designated in the Ohio Revised Code; a separate bank account will be set up for each school through which all funds pass; revenues and expenses are categorized by funding source (i.e., general funds, Title I, etc.); financial statements produced are prepared in accordance with GAAP; financial results are reviewed monthly and compared to budget by the finance team and school leadership; and the financial report format is consistent with state reporting requirements for ease of use in preparing AFR and quarterly reports.

#### **Annual Financial Report**

On a yearly basis, the KIPP Columbus Annual Report will be made widely available to the public. That report will include all relevant information to the fiscal year represented. The report will be placed on the KIPP Columbus website for easy and free dissemination to all

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<sup>14</sup> [ORC 3314.03 \(A\) \(31 \(B\) \(5\)](#)

parties. The board will formally review the report at a public board meeting. In addition, organizational partners—including funders, government agencies, and community partners—will receive copies of the annual report as appropriate.

### **Sound Fiscal Planning**

Appropriate steps will be taken during the annual budgeting process to ensure revenues and expenses are appropriately projected. Revenue will be projected on a minimum threshold of students, while expenses will be projected at a maximum threshold of students able to be served by the school. This will allow the school to determine a worst-case scenario of additional fundraising required should enrollment figures fluctuate throughout the school year. The school will continually negotiate and bid out contracted services to remain below budgeted balances in order to build a healthy cash reserve. The school will set a goal of three to six months of cash on hand to cover recurring monthly expenses as a contingency.

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

### **Transportation**

KIPP Columbus provides transportation to students who live within the Columbus City School district. Transportation is managed and provided by Columbus City Schools. The public school district subsidizes all transportation costs, with the exception of door-to-door transportation for special-education students.

KIPP Columbus contracts with private companies to provide door-to-door transportation for special-education students with transportation accommodations as a part of their IEP/504. The approximate annual cost is \$300,000.

### **Food Service**

Students at KIPP Columbus participate in the Federal School Meals Program with free breakfast, lunch, and a snack offered daily. KIPP contracts with AVI Foodsystems for all food services. AVI has partnered with KIPP Columbus to focus on healthy meals.

### **Health Service**

KIPP Columbus complies with all health-services requirements applicable to public schools in Ohio. KIPP Columbus will continue to contract with and provide any professional required to meet the needs of students with IEPs. KIPP Columbus provides a full team of special educators and mental-health professionals through direct, full-time employment and contracted services.

KIPP Columbus contracts with Nationwide Children's Hospital to provide three full-time school nurses. Additionally, Nationwide Children's Hospital operates a fully staffed community clinic on campus three days per week. Clinic services are available for KIPP students and the surrounding community.

**COMMUNITY SCHOOL CONTRACT**

KIPP Columbus will take a strict stance in ensuring that all students have adequate access to health services and screenings. The following is a summary of health services that will be provided to students throughout the school year, as required by Ohio Department of Education standards and the authorizer annual compliance review:

1. School safety plan and health and safety review
2. Heimlich training (for staff)
3. Blood-borne pathogen training (for staff)
4. Child-abuse recognition, violence, and substance-abuse training (for staff)
5. Lead-poisoning prevention
6. Vision and hearing screenings
7. Flu vaccinations
8. Food-allergy protection
9. Body mass index screening

**B.4 Insurance**

KIPP Columbus will maintain the levels of insurance required.

## **Exhibit 3. Governance Plan**

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

#### **Overview**

The KIPP Columbus board of directors holds the charter for KIPP Columbus. The board of directors currently has fourteen members.

#### **Board of Directors**

The KIPP Columbus board of directors is currently comprised of fourteen members, though that is subject to change at the discretion of the board. Board members serve renewable three-year terms based on class. The board includes a chair, vice chair, secretary, and treasurer. The board's primary purpose is to provide governance and oversight of KIPP Columbus and the schools within the organization.

The board is a diverse group of individuals that also shares in the organization's vision for building a sustainable, successful network of high-performing, open-enrollment, college-preparatory public charter schools. As further explained below, the board is organized into several standing committees that focus on certain areas of organizational oversight. Standing committees do not assume any governance or oversight responsibilities but, rather, assist KIPP Columbus with fundraising, local political issues, expansion efforts, and other matters of social engagement.

The qualifications for service on the KIPP Columbus board of directors include but are not limited to the following:

- A dedication to furthering the vision and mission of KIPP Columbus Schools
- Willingness to volunteer for one or more board committees and the ability to contribute
- Appropriate time and energy necessary to follow through on assigned tasks
- Ability to work within a team structure
- Expectation that all children can and will realize high academic achievement
- Specific knowledge, experience, and/or interest in at least one of the following areas of expertise: finance, fundraising, community and political engagement, marketing and public relations, law, or real estate
- Willingness to fundraise

#### **Development Committee**

##### *Purpose*

The primary purpose of the development committee is to support the executive director in developing fundraising strategies and processes and to organize and lead the board's role in supporting organization fundraising efforts.

##### *Responsibilities*

**COMMUNITY SCHOOL CONTRACT**

- Works with the executive director and staff to set policies and strategic goals for fundraising for the current and future fiscal year(s)
- Develops policies, plans, procedures, and schedules for board involvement in fundraising
- Sets minimum guidelines for board member contributions and then solicits those contributions
- Assists the executive director and staff in identification and evaluation of potential donors (individuals, foundations, and corporations)
- Assists the executive director and staff in the solicitation of gifts and grants and other activities in connection with annual and other continuing development activities
- Assists the executive director and staff in fostering partnerships with community organizations, nonprofit foundations, and corporate entities that support education
- Familiarizes board members with fundraising techniques

*Governance*

- The board chair will select the members of the development committee, each of whom will serve at the pleasure of the board
- The board chair will appoint a development committee chair, who may serve until he or she resigns or the board chair designates a replacement
- Members of the committee shall be free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a member of the committee
- In addition, the chair of the development committee may designate other individuals not serving as trustees who can contribute their time and expertise to the betterment of the organization as (nonvoting) members of the development committee

**Education Committee***Purpose*

The Education Committee is responsible for supporting the executive director in ensuring that KIPP Columbus achieves academic excellence as set forth in annual executive director performance goals.

*Responsibilities*

- Acts as thought partner to schools and/or regional office staff in establishing and meeting academic performance goals for the school and KIPP Through College program.
- Reviews the Regional Dashboard with the executive director quarterly.
- Presides over necessary due process hearings in accordance with board bylaws and the regulations laid forth in the KIPP Columbus Student/Family Handbook.

### *Governance*

The board chair will select the members of the education committee, each of whom will serve at the pleasure of the board. The board chair will select a chair for the education committee. The education committee chair may serve until he or she dies or resigns, but at all times, the chair serves at the pleasure of the board chair, who may replace the education committee chair at any time at his or her discretion. The responsibilities of the education committee chair include the following:

- Coordinating with the organizations's executive staff to develop meeting agendas
- Reporting to the board regarding the committee's area of responsibility
- Supporting the school's instructional staff in executing the overall strategic development plan set forth by the committee and executive staff

The education committee shall meet monthly. One member of the committee will record minutes that shall be available for review by members of the committee, KIPP Columbus's executive staff, and the chair.

### **Facility/Operations Committee**

#### *Purpose*

The facility/operations committee ("facility committee") is charged with assisting in the assessment, identification, selection, and enhancement of existing and/or proposed physical plant/space. This plant/space is necessary to optimally allow KIPP Columbus and additional KIPP Columbus schools to execute academic, extracurricular, and enrichment activities.

#### *Responsibilities*

- Advises KIPP Columbus's executive staff on the identification, assessment, selection, and enhancement of existing and/or proposed physical plant/space
- Advises the executive staff in conducting the necessary due diligence to determine the viability of potential site locations
- Assists the executive staff in evaluating potential acquisition opportunities
- Assists the executive staff in determining financing options and funding strategies to either renovate or newly construct potential facilities
- Interacts with design, construction, and technical professionals (e.g., engineering, environmental, and geotechnical) to assess and solicit proposals and/or cost estimates for existing and potential site locations
- Assists the executive staff in connecting with the financial community (e.g., commercial banks, financing intermediaries, public agencies, and foundations) to identify and secure funding sources for predevelopment, acquisition, and renovation/construction capital
- Assists the executive staff in evaluating potential lease terms and negotiating with potential land owners



### *Governance*

The board will select the members of the facility committee, each of whom will serve at the pleasure of the board. The board chair will select a chair. The chair may serve until he or she dies or resigns, but at all times, the chair serves at the pleasure of the board chair, who may replace the chair at any time at his or her discretion. The chair will have the following responsibilities:

- Coordinate with executive staff to develop facility committee meeting agenda(s)
- Provide support and, as appropriate, direction to the leadership team

The facility committee shall meet on a monthly basis and/or as often as necessary, at the discretion of the chair and other committee members. The chair shall keep minutes of facility committee meetings or delegate the responsibility to another member of the committee or to the executive staff.

### **Finance Committee**

#### *Purpose*

The primary purpose of the finance and audit committee is to ensure the following:

- The organization has the financial ability to achieve its mission
- The funds entrusted to the organization by the public and by its private donors are properly handled
- The organization fulfills its financial commitments to employees and service providers

#### *Responsibilities*

- Review annual budget and make recommendations to the board on its adoption, including comments on expense levels, revenue sources, capital-asset investments, financing activities, contractual obligations, and the adequacy of provision for reserves
- Advise board regarding (or directly approve) major spending, borrowing, lending, and other financial actions
- Assist the executive staff and/or designated staff members with respect to preparation and presentation of annual budget to board, including monthly cash-flow projections and proposed financial commitments
- Undertake a review, at least annually, of the long-range financial objectives of the organization and their ability to sustain the organization and the accomplishment of its stated mission and programs, and report to board annually on such objectives, including recommendations for revision as appropriate
- Develop, maintain, and oversee financial policies and controls
- Establish such periodic budget tracking and reporting standards as are appropriate to the needs of the committee and the board
- Appoint the independent auditors to be engaged by the organization and establish the fees of the independent auditors
- Review with the independent auditors the adequacy of the organization's internal controls

**COMMUNITY SCHOOL CONTRACT**

and any related significant findings and recommendations of the independent auditors, together with management's responses thereto

*Governance*

The board chair will select the members of the finance and audit committee, each of whom will serve at the pleasure of the board. Committee members should have a strong background in accounting, finance, or business.

- Members of the committee shall be free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a member of the committee
- In addition, the chair of the finance and audit committee may designate other individuals not serving as trustees who can contribute their time and expertise to the betterment of the organization as (nonvoting) members of the finance and audit committee

**Governance Committee***Purpose*

The primary purpose of the Governance Committee is the following:

- Ensure that the board has the proper structure and composition to support the needs of the organization
- Ensure that board members have the required expectations, job descriptions, information, and education to fulfill their duties and support the needs of the organization
- Ensure the board is continuously improving its effectiveness as a unit

*Responsibilities*

- Make recommendations regarding the size, composition, and operations of the board, addressing, without limitation, the following:
  - Governance structure (advisory boards, associate boards, etc.) and number of board members
  - Committee structure
  - Annual meeting calendar (frequency and topic areas)
- Develop, disclose, and manage a process for identifying, evaluating, recruiting, and nominating new board member candidates
  - Determine the desired qualifications and criteria for board members, including skills, experience, qualities, desired diversity, and the like
  - Conduct periodic needs assessment/gap analysis to assess the board's current composition and identify missing qualities and characteristics
  - Develop job descriptions and expectations for board members
  - Draft a development plan for continuously cultivating new prospects
  - Oversee board-candidate pipeline and contribute to search process, recruitment process, and nomination/approval process

**COMMUNITY SCHOOL CONTRACT**

- Conduct an annual evaluation of the overall effectiveness of the board, including in the following areas:
  - Board’s structure, size, and composition and terms
  - Committee structure purpose, operations, and composition and terms
  - Board’s independence, commitment, and accountability
  - Board member and management satisfaction
  - Board’s involvement in setting the organization’s strategy and monitoring its execution
  - Board’s oversight of management and monitoring of management succession planning
  - Board’s focus on the most critical issues and risks
  - Clarity between the roles of the board and management
  - Adequacy of access to information, employees, and experts in a timely manner
  - Appropriateness of each of the committee charters and the functioning of the committees with respect to those charters
  - Make recommendations to the board for changes as appropriate in the spirit of continuous improvement
- Develop and recommend to the board a set of corporate governance guidelines and keep abreast of developments with regard to corporate governance in order to enable the committee to make recommendations to the board in light of such developments as may be appropriate
- Oversee the development and implementation of an effective orientation program for new members of the board, as well as a process for continuing to educate all members on their responsibilities and the knowledge needed to perform their duties effectively
- Ensure that meaningful performance oversight and evaluation of the executive director occurs on a regular basis and that succession plans for the executive director and board chair are in place
  - The board chair will select the members of the governance and nominating committee, each of whom will serve at the pleasure of the board
  - The board chair will appoint a governance and nominating committee chair who may serve until he or she resigns or the board chair designates a replacement
  - Members of the committee shall be free from any relationship that, in the opinion of the board, would interfere with the exercise of his or her independent judgment as a member of the committee
  - In addition, the chair of the governance and nominating committee may designate other individuals not serving as trustees who can contribute their time and expertise to the betterment of the organization as (nonvoting) members of the governance and nominating committee

### Board Training

KIPP Columbus Board members are required to complete a training annually regarding the Sunshine laws in Ohio.

KIPP Columbus recruits new board members through conversations with current board members and other school stakeholders. When new board members come onto the board, there is a two- to

three-hour orientation that is led by the board chair and supported by the executive director. Board member attrition is very low, with the current board having no attrition for the previous two years. Should retention of board members become an issue, the KIPP Columbus board chair and vice Chair will work to mitigate the risk factors for attrition.

### **Board Relationship with Staff**

The board of directors will hire and communicate directly with the KIPP Columbus executive director. From time to time, the KIPP Columbus school leader is asked to present updates to the board.

## **C.2 Governing Board Composition**

The board roster is included at Exhibit 7.

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

### **Roles and Responsibilities Overview**

As with many KIPP schools, the internally documented roles and responsibilities serve as a framework; however, individuals are not limited to their particular scope of work. We find a way or make one and work as a team to do what is best for students.

### **Necessary Instructional Skills and Expertise**

KIPP Columbus requires that all teachers (except in rare cases) have at least two years of teaching experience in an underserved community, possess a “whatever-it-takes” attitude, are singularly focused on driving student achievement, and change and alter their instruction using meaningful data.

Under the approval of the KIPP Columbus board of directors, the senior leadership team reports directly to the executive director, and the school leaders report directly to the head of schools.

As with many KIPP schools, formal roles and responsibilities serve as a framework, but individuals are not limited to the scope of work outlined in it. We find a way or make one while working as a team to do what is best for students.

*School Leader*

The school leader's responsibilities include the following:

- Establish a vision of academic success for all students based on rigorous, college-preparatory standards
- Determine rigorous school-wide goals and priorities and regularly track and analyze progress
- Develop leadership on the team through coaching and professional development
- Create a strong culture of achievement, including the oversight of the KIPP Columbus behavior policy and any significant student concerns
- Oversee the school budget and provide input on annual budget development
- Oversee all staffing for the high school

*Assistant School Leader*

The assistant school leader's responsibilities include the following:

- Conduct daily observations and regular coaching of teachers
- Oversee and maintain family communication and programming
- Track student behavior and support discipline
- Assist the school leader with the planning and facilitation of staff professional development

*Dean of Students*

The dean of students's responsibilities include the following:

- Build and align a culture of achievement across the school
- Create and enforce a consistent discipline system
- Create curricula for advisory

*Dean of Instruction*

The dean of instruction's responsibilities include the following:

- Manage all state and interim assessments
- Lead and align all department leads
- Organize school professional-development opportunities
- Regularly observe and provide feedback to teachers across all grades and subjects

### *Department Lead*

The department lead's responsibilities include the following:

- Provide classroom observations and feedback
- Provide lesson planning and assessment feedback
- Facilitate data-team analysis
- Lead department team meetings

### *Director of Operations*

The operation manager's responsibilities include the following:

- Manage school transportation and food services
- Oversee the management of the school building and security
- Approve and manage school-specific vendor contracts
- Schedule and oversee compliance visits and drills
- Support the creation of school-wide systems and routines to enhance the culture of achievement

### *Back Office Operations*

KIPP Columbus manages all state data entry within the school as a part of the office manager's responsibilities. When necessary, the school partners with the Education Services Center for additional support.

### *Regional Support*

KIPP Columbus will also receive support from the regional team, including but not limited to the areas of finance, operations, instruction and assessment, data analysis, and leadership development.

## **C.3.1 Records**

The board of trustees has adopted a comprehensive records-retention policy that outlines the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location, and owner. Records are divided into the following categories: board and administrative records, employee records, student records, building records, central department, financial records, payroll-related records, reports, and other. The executive director or his 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**

### **Roles and Responsibilities Overview**

As with many KIPP schools, the internally documented roles and responsibilities serve as a framework; however, individuals are not limited to their particular scope of work. We find a way or make one and work as a team to do what is best for students.

### **Necessary Instructional Skills and Expertise**

KIPP Columbus requires that all teachers (except in rare cases) have at least two years of teaching experience in an underserved community, possess a “whatever-it-takes” attitude, are singularly focused on driving student achievement, and change and alter their instruction using meaningful data.

### **Staff Recruitment**

KIPP Columbus recognizes that it can only accomplish its mission by hiring exceptional teachers and staff. To that end, KIPP Columbus will aggressively recruit the most talented educators in the country to come to Columbus and help transform the educational landscape of the city and state.

Specifically, KIPP Columbus jobs will be advertised on the websites of the national KIPP Foundation, YES Prep Charter Schools, Uncommon Charter Schools, IDEA Public Charter Schools, Achievement First Charter Schools, Aspire Charter Schools, and Teach For America.

Currently, about 25 percent of current KIPP Columbus staff participated in Teach For America, and the school leader and executive director build strong relationships with Ohio-based TFA recruiters to identify those teachers who might be eager to return to their home state. KIPP Columbus will also hope to draw a number of future alumni from the newly created Northeast and Southwest Ohio Teach For America regions.

### **Staff Selection**

All applicants will submit updated resumes and cover letters. The school leader will then review these materials before conducting a brief fifteen- to thirty-minute phone screen.

Following the phone interview, all promising instructional applicants will be invited to present a sample thirty-minute lesson at the school. If the applicant is unable to travel to Columbus for a sample lesson, he or she may submit a video of a recent lesson. Following the sample lesson, the school leader will conduct a final hour-long interview before making a final decision.

### **Staff Evaluation**

Staff performance is evaluated midyear and at the end of the year using templates developed by the leadership team.

## Staff Retention

In 2018–19, our staff retention was 73 percent; in 2019–20, it was 83 percent; and in 2020–21, it was 98 percent.

## C.5 Professional Development

### Responsibility

At KIPP Columbus, the school leader plans, implements, and evaluates all staff professional-development opportunities. Although the school leader will focus primarily on improving instructional skills and planning, professional-development opportunities may also address the following themes (among many others):

- Behavior management
- School-wide and grade-level team building
- School vision planning and goal setting
- Effectively using data
- Developing assessments
- Technology in the classroom
- Guided-reading best practices
- Excellent school visits

All professional development will be outcome focused and developed using the KIPP Framework for Excellent Teaching. All professional-development sessions and materials will begin with a clear statement of goals and objectives, as well as a thorough explanation of how the goals and objectives align with the competencies included in the framework.

The school leader will be thoughtful, purposeful, and forward thinking in his planning of professional development. At least one month prior to the first day of school, the school leader will distribute the year’s professional-development calendar and daily agendas to the staff.

### Professional Development Schedule

The foci of professional development will shift throughout the year. In the weeks before the first student day of school, staff will learn about KIPP and its unique model while studying and practicing the proven expectations, systems, and routines outlined in urban-teaching texts such as *Teach Like a Champion* by Doug Lemov and *The Skillful Teacher* by Jon Saphier.

Ongoing professional development, in turn, will focus on small components of pedagogy, as well as assessment writing, rigor, techniques such as checking for understanding, and analyzing data from interim assessments.



## **Including All Teachers**

Because KIPP Columbus will aim to place all special-education students in the least-restrictive environment, special-education teachers will spend a large portion of their time supporting general-education teachers in the classroom. As such, both general- and special-education teachers will attend all instructional professional-development sessions. Specific sessions such as differentiation and inclusion will be presented jointly for the mutual benefit of both general- and special-education teachers.

Additionally, KIPP Columbus will be committed to engaging the expertise and resources in the community to further enhance professional development. These topics presented by outside speakers will be beneficial to both general- and special-education teachers.

Recently, KIPP Columbus hosted faculty from the Ohio State University to discuss effective strategies when working with students diagnosed with ADHD. Similarly, a presentation by the ESC presented tips for teaching students with emotional disturbance. KIPP Columbus will draw heavily on resources like these to supplement professional development in themes outside of the school leader's and staff's expertise.

## **Alignment with Pedagogy and Curriculum**

All professional development is centered on the competencies outlined in the KIPP Framework for Excellent Teaching. By using a framework for teaching that is shared across the school, the region, and the network, KIPP Columbus teachers will have a common language with which they can collaborate and grow.

Like KIPP Columbus's instructional program, the framework is outcome focused; all students must receive an excellent education. Thus, KIPP Columbus will work with teachers to achieve success by mastering backwards design and the five-step lesson cycle.

While the framework provides a conceptual structure for teaching at KIPP Columbus, the school will turn to supplemental sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Columbus works to adopt many of the leading research-based practices, such as those described in Doug Lemov's *Teach Like A Champion* and Jon Saphier's *The Skillful Teacher*. Both of these texts are derived from a "no-excuses" philosophy on education and have proven extremely effective at achieving results in urban classrooms across the country.

## **Evaluation of Professional Development**

KIPP Columbus professional development is evaluated through surveys and through an evaluation of results tied to the specific professional development. Every year, KIPP Columbus participates in the TNTP Insight Survey. This survey is designed to give leaders feedback on the most important aspects of the school, including culture and climate, instruction, and commitment to and alignment with core values. The survey is anonymous and administered twice per year. One area that is evaluated is the efficacy of professional development and the training that teachers receive.

**COMMUNITY SCHOOL CONTRACT**

In addition, we provide teachers with surveys after each monthly professional-development day where they can share what they believe to be effective and areas for improvement.

Another way we measure the efficacy of our professional development is by measuring impact with students. For example, we look to see if the sessions we are having on effective questioning, lesson planning, or any other topic are resulting in improvements on informal and formal assessments.

We use the data from surveys and student academic progress to adjust professional development so that it is most responsive to the needs of our students and teachers. We review the change in Insight data over the course of the year to see that the changes and improvements that teachers suggested are implemented and that teachers and leaders are increasingly finding professional development and training “highly effective.”

**C.6 Student Recruitment and Enrollment**

<b>KIPP Columbus Enrollment Data</b>					
	Year 1 2022– 23	Year 2 2023– 24	Year 3 2024– 25	Year 4 2025– 26	Year 5 2026– 27
K	180	270	300	400	400
1	180	270	300	400	400
2	165	165	250	350	350
3	165	165	250	350	350
4	160	160	160	160	325
5	145	145	145	145	325
6	145	145	145	145	145
7	140	140	140	140	140
8	135	135	135	135	135
9	125	125	125	125	125
10	125	125	125	125	125
11	110	110	110	110	110
12	75	75	75	75	75
Total	1,850	2,030	2,260	2,660	3,005

KIPP Columbus has a waiting list of nearly 2,000 students. Each year, very few students are accepted off of the waitlist because KIPP consistently has student retention over 80 percent. KIPP Columbus will recruit students primarily through our reenrollment process and letting our families on the waitlist know that we are expanding.

If those efforts do not result in meeting our enrollment targets, we will use an incentive program to encourage families and students to submit referrals of people whom they know. Finally, we go door to door, using marketing and collateral materials (such as radio and billboard advertising), attending community events, and circulating online-enrollment applications to ensure we hit our enrollment targets. Enrollment projections and targets may be changed at the discretion of the school.

## **Student Retention**

We believe that family partnerships are essential to our ability to carry out our mission of providing students with an equitable and excellent education. It is through family partnerships and ongoing communication with families that we work to retain students. Families are encouraged to reach out to their teachers to share any concerns they have about what is happening at school, and teachers are regularly in contact with families to share moments of joy and success and to intervene early with any concerns.

KIPP Columbus also has a strong Village that allows families to express what they would like to see in their child's school community. The Village is a school and family partnership in grades K–12 that keeps families up-to-date on what is happening with the school and seeks input from families, one of our most important stakeholders. We believe that it takes a village to educate a child.

Lastly, we work to keep families informed about what is happening not only at school but also in the community and on campus through weekly newsletters that go out to all families across campus. Through strong communication and strong partnerships and programming, we work to retain students.

## **C.7 Community Partnerships**

### **Community Partners' Role in the School**

KIPP Columbus continues to welcome community partners into the school. KIPP Columbus has opened its doors to local businesses, nonprofit organizations, and dedicated individuals willing to provide opportunities and services for students. In many respects, KIPP Columbus has been an innovator in community partnerships; indeed, its partnership with the BGCC is the first of its kind nationwide. While financial support is critical to its success and sustainability, KIPP Columbus believes strong community relations will help it garner the cache it needs to grow in Columbus; by allowing partners to interact with students on a regular basis, KIPP Columbus is creating advocates for KIPP.

During its first three years of operation, KIPP Columbus established strong ties with a host of leading community groups in Columbus. Key partners include the following:

- The Boys and Girls Club of Columbus
- The Columbus Zoo
- The Columbus Metropolitan Library
- The King Lincoln Center
- The Columbus Children's Theater
- Wexner Center for the Arts

Additionally, KIPP Columbus has welcomed the following partners in various roles and for various enrichment activities:

**COMMUNITY SCHOOL CONTRACT**

- St. Stephen's Community House
- YWCA Family Center
- OSU Honors and Scholars Program
- Phoenix Children's Theater
- Columbus Foundation
- Denison University
- Ernst & Young
- New Walk Church of God and Christ–KIPP Columbus New Walk Community Garden
- Banana Republic
- The Olive Tree Project
- Expanding Visions
- Ohio State University Immersion Program
- Greater Linden Development Corporation
- COSI Columbus
- Nubian Knowledge
- Lennonheads Salon & Spa
- AEP
- Nationwide
- God's Way Ministry
- McCoy Arts Center
- Abbott Labs
- Mark Lomax
- Central Ohio Community Involvement Foundation
- Charter School Athletics League
- Ohio Wesleyan University
- Momentum Residency Experience
- ROX (Ruling Our Experiences)
- Directions for Youth
- Youth and Families
- Ohio State School for Social Work
- Tim Hortons

These partnerships have helped KIPP Columbus market itself to prospective students and provided enrichment opportunities for KIPP Columbus students.

**Plans for Developing Community Partnerships**

KIPP Columbus is currently drawing on its board members and existing community partnerships to reach out to community leaders who, in turn, will be able to introduce KIPP Columbus to new key community groups.

KIPP Columbus hopes to establish more firm partnerships with the following organizations in the upcoming years:

- PACT (East Side)
- Livingston Avenue Area Commission (East Side)
- Near East Area Commission (East Side)
- Nationwide Children's Hospital (South Side)
- Columbus Southside Area Commission (South Side)
- Columbus Urban League (East and South Sides)

To date, KIPP Columbus's community-engagement strategy has focused on reaching out to prospective KIPP Columbus students and providing resources for current KIPP Columbus students. In the coming years, KIPP Columbus intends to expand the scope of its community partnerships to bring in resources that will serve KIPP Columbus and its students in a longer-term context. KIPP Columbus is interested in leveraging its position in the community to support more holistic community development. Potential initiatives in this area include a partnership with the Columbus Metropolitan Library to support broader community literacy efforts; an expanded community-development relationship with the Boys and Girls Club (both locally and nationally); and collaboration with the Nationwide Children's Hospital (which shares four board members with KIPP Columbus) on community health projects.

KIPP Columbus continues to seek relationships with important stakeholders in the community.

## **C.8 Parent Engagement**

### **Encouraging Family Involvement and Communication**

The ongoing support and participation of each student's parent(s) or guardian in the educational process is fundamental to the mission of KIPP Columbus. We believe that, to the greatest extent possible, all members of the school and family should form a team dedicated to educating each child. All parents and families will sign the KIPP Commitment to Excellence, which outlines the parent's basic responsibilities for ensuring that students arrive to school on time and that assigned homework is checked on a daily basis. During this visit, parents, children, and school administration will discuss the school's academic and behavioral expectations and sign the Commitment to Excellence Form (please see uploaded attachment for sample commitment form), which outlines our school's expectations for involvement by all parties in the student's learning. During this meeting, staff will explain the format of the assessments that parents will regularly be required to sign; they will also exchange contact information to determine the most effective way of updating parents on their students' academic progress.

There are a variety of structures that KIPP Columbus puts in place to promote family involvement and increased communication throughout the school year. They include but are not limited to the following:

- Weekly family newsletters
- Parent conferences scheduled three times annually
- Monthly KIPP Connect after-school newsletter
- Daily automatic call notification system to inform parents of missed work
- Monthly after-school community events (festivals, choir performances)

- Annual pancake breakfast
- “The Village” (monthly PTA meetings)
- Staff contact lists with cell phones provided to all families annually; families can contact teachers until 9 p.m. each night

### **Gauging Parent Satisfaction**

To gauge parent satisfaction with the school climate and culture, we provide families a monthly forum to discuss ideas, issues, and new initiatives for the school at “The Village” PTA meetings. Additionally, the entire KIPP network issues an annual questionnaire of parents called the Healthy Schools Survey. This survey gauges the overall parent satisfaction with the program, school discipline, parent engagement and communication, and school safety. The results of this survey are shared within the KIPP network to provide a national benchmark for success and areas for continued focus.

### **Procedures to Respond to Parental Complaints**

The staff of KIPP Columbus will prioritize parent communication and will respond promptly to all concerns within twenty-four hours. Parents have access to school officials through phone systems, voice messaging, email, and office hours during the school day.

When a parent concern arises, staff will notify the school director of both the concern and actionable steps to resolve any problems. If a staff member cannot resolve the situation, the school director will make contact with the family to resolve the concern within a twenty-four-hour period.

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

KIPP Columbus will achieve a racial and ethnic balance reflective of the community it serves by abiding by all legal admission policies outlined in Ohio laws. KIPP Columbus 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. Every year, KIPP Columbus will review its demographic data. If a significant difference between the racial and ethnic balance of school and the community exists, KIPP Columbus 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 member’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.

**COMMUNITY SCHOOL CONTRACT****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 may include but not be limited to health, dental, and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System (SERS).

**C.13 Dismissal Procedures**

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

**C.14 Management**

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

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

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

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

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

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

<b>Primary academic indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
PI <sup>15</sup>	4 stars or higher	3 stars	2 stars	1 star
VA <sup>16</sup>	5 stars	4 stars	2 – 3 stars	1 star
Gap Closing	4 stars or higher	3 stars	2 stars	1 star
Prepared for Success	4 stars or higher	3 stars	2 stars	1 star
Graduation rate (four years)	Greater than or equal to 96.5%	From 90% to less than 96.5%	From 84% to less than 90%	Less than 84%
Improving At-Risk K-3 Readers	Greater than or equal to 88%	From 68% to less than 88%	From 58% to less than 68%	From 0% to less than 58%
Performance versus local market: <sup>17</sup> PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score

<sup>15</sup> The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score). For report card ratings, PI percentage is the school’s PI score in relation to the average PI score of the top 2% of schools in the state.

<sup>16</sup> A VA score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher VA score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower VA score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth. The report card incorporates an “effect size” measure that will also determine the rating alongside the traditional “index score.”

<sup>17</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) in the county in which a school is located as well as comparable district schools in the charter school’s serving district, as designated by the ODE.



## COMMUNITY SCHOOL CONTRACT

Performance versus local market: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
Performance versus statewide charters: PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus statewide charters: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score

<b>Supplemental information (not rated)</b>				
Internal Assessments	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice and show continuous improvement	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice	School regularly administers an internal growth assessment	School does not regularly administer an internal growth assessment
Mission specific goals (section A.7 of this contract)	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals, and met a majority of its mission specific goals.	School has developed mission specific goals, regularly analyzes progress in achieving mission specific goals	School has developed mission specific goals	School has not developed mission specific goals
Family and student survey	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 70% or higher response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a 55-69.9% response rate and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had 40% to 54.9% response rate, and shared the results with the school's board	School administered the K-2, 3-5 and 6-12 surveys by November 1 and June 1, had a response rate of lower than 39.9% and shared the results with the school's board
<b>Financial measures of success (current year)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Current ratio of assets to liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is	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

## COMMUNITY SCHOOL CONTRACT

		higher than last year's)		
Days' cash	60 or more days' cash	Between 30 and 60 days' cash	Between 15 and 30 days; OR between 30 and 60 days' cash AND one-year trend is negative	Fewer than 15 days' cash

Current-year enrollment variance <sup>18</sup>	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
<b>Financial measures of success (prior years)</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Multiyear ratio of assets to liabilities <sup>19</sup>	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for the most recent year.	Cash flow is negative for the most recent year	Cash flow is negative for the 2 most recent years
<b>Operations/governance indicators</b>	<b>Exceeds the standard</b>	<b>Meets the standard</b>	<b>Does not meet the standard</b>	<b>Falls far below the standard</b>
Records compliance <sup>20</sup>	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) <sup>21</sup>	3.75-4.0 points	Needs assistance 3.0-3.74 points	1.25-2.99 points	Less than 1.25 points

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

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

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

<sup>18</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>19</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

<sup>20</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

<sup>21</sup> The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special-education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

## COMMUNITY SCHOOL CONTRACT

Indicator	School Year (SY) 2022-2023 Target Benchmark	SY 2023-2024 Target Benchmark
PI	2 stars or above	3 stars or above
VA	3 stars or above	4 stars or above
Graduation rate (four years)	90% or above	92% or above
Improving At-Risk K-3 Readers	68% or above	78% or above
Performance versus local market: PI	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score
Performance versus local market: VA	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score
Performance versus statewide charters: PI	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score
Performance versus statewide charters: VA	Ranked in 50 <sup>th</sup> percentile or higher in PI score	Ranked in 60 <sup>th</sup> percentile or higher in PI score

**Alternative Accountability Framework**

<b><u>Measure Domain</u></b>	<b><u>Assessment</u></b>	<b><u>Elementary</u></b>	<b><u>Middle</u></b>	<b><u>High</u></b>	<b><u>Overall Goal</u></b>	<b><u>Meets</u></b>	<b><u>Approaches</u></b>	<b><u>Does not Meet</u></b>
Achievement	Schoolwide PI Score	Yes	Yes	Yes	3 Stars or better, when calculated by the state*	4 or 3 Stars (80-100%)	2 Stars (60-79.9%)	1 Star (<59.9%)
Achievement	Performance versus local market PI	If computed by the state	If computed by the state	If computed by the state	3 Stars or better, when calculated by the state*	4 or 3 Stars	2 Stars	1 Star
Achievement	Performance versus statewide charter PI	If computed by the state	If computed by the state	If computed by the state	3 Stars or better, when calculated by the state*	4 or 3 Stars	2 Stars	1 Star
Achievement	PI: overall grade	If computed	If computed	If computed	3 Stars or better,	4 or 3 Stars	2 Stars	1 Star

## COMMUNITY SCHOOL CONTRACT

		by the state	by the state	by the state	when calculated by the state*			
Achievement	AMOs	If computed by the state	If computed by the state	If computed by the state	School is in good standing *	In good standing	Not in good standing	Not in good standing
Achievement	English Language Arts I end of course (EOC) pass rates	<i>No</i>	<i>No</i>	<i>Yes</i>	Math: At Least 7 out of 11 Grade Levels (~73%) Meet or Exceed their Growth Goals	70-100%	50-69%	Below 50%
Achievement	Algebra I EOC pass rates	<i>No</i>	<i>No</i>	<i>Yes</i>	Students will pass their end of course test in Algebra I	50-100%	40-49%	Below 40%
Achievement	Biology EOC pass rates	<i>No</i>	<i>No</i>	<i>Yes</i>	Students will pass their end of course test in biology	50-100%	40-49%	Below 40%
Achievement	English Language Arts II EOC pass rates	<i>No</i>	<i>No</i>	<i>Yes</i>	Students will pass their end of course ELA II course	60-100%	45-69%	Below 45%

## COMMUNITY SCHOOL CONTRACT

Achievement	Geometry EOC pass rates	No	No	Yes	Students will pass their end of course test in Geometry	50-100%	40-50%	Below 40%
Achievement	American US History EOC pass rates	No	No	Yes	Students will pass their end of course US History exam	50-100%	40-50%	Below 40%
Achievement	Credit-earning rate	No	No	Yes	The average credit earning rate for all FAY students will meet or exceed 70%	70-100%	50-69%	Below 50%
Career and College Readiness	College and Career Readiness score	No	No	Yes	Prepared for Success	A or B (80-100%)	C or D (60-79.9%)	F (<59.9%)
Participation rates	Participation rate in fall AND spring math formative assessment	Yes	Yes	Yes	At least 80% of currently enrolled students will take the assessment in the fall AND at least	2022-2023 and beyond: Participation rate is 95 - 100%	2022-2023 and beyond: Participation rate 90 - 94.9%	2022-2023 and beyond: Participation rate is below 89.9%

## COMMUNITY SCHOOL CONTRACT

					80% of enrolled students will take the assessment in the spring			
Participation rates	Participation rate in fall AND spring ELA reading /ELA formative assessment	Yes	Yes	Yes	At least 80% of currently enrolled students will take the assessment in the fall AND at least 80% of enrolled students will take the assessment in the spring	2022-2023 and beyond: Participation rate is 95 - 100%	2022-2023 and beyond: Participation rate 90 - 94.9%	2022-2023 and beyond: Participation rate is below 89.9%
Growth	STAR Reading	Yes	Yes	9-10 only	Students grow 1.0 or more in GE from the beginning of year administration to end of year.	30% or more	20-29%	Below 20%
Growth	STAR Math	Yes	Yes	9-10 only	Students grow 1.0 or more in GE	30% or more	20-29%	Below 20%

## COMMUNITY SCHOOL CONTRACT

					from the beginning of year administration to end of year.			
High School Completion	4-year ACGR	No	No	Yes	State Rating*	4 or 3 Stars (80-100%)	2 Stars (60-79.9%)	1 Star (<59.9%)
High School Completion	5-year ACGR	No	No	Yes	State Rating*	4 or 3 Stars (80-100%)	2 Stars (60-79.9%)	1 Star (<59.9%)
Parent Engagement		Yes	Yes	Yes	School will report out when parent/teacher conferences were held. At least 70% of families attend one parent/teacher conference (virtual or in person).	70%-100%	60-69%	Less than 60%
Parent Engagement	Review of Website information How many	Yes	Yes	Yes	School will report out on how they communicated with	n/a	n/a	n/a

## COMMUNITY SCHOOL CONTRACT

	<p>out-home visits</p> <p>How many meals do you deliver ?</p> <p>How many chrome books have you delivered?</p> <p>How many wifi hotspots?</p>				families to assess their needs and the number of families they provided the various supports to			
Persistence	October to October enrollment data	Yes	Yes	Yes	The percent of eligible students remaining enrolled from one year to the next will be at least 80%	80-100%	70-79%	Below 70%
Persistence	October to May/June enrollment data	Yes	Yes	Yes	The percent of eligible students remaining enrolled from the	80-100%	70-79%	Below 70%



## COMMUNITY SCHOOL CONTRACT

					beginning to the end of the school year will be at least 80%			
Attendance	FTE rate	Yes	Yes	Yes	State Rating*	2022-2023 and beyond: 95-100%	2022-2023 and beyond: 92-94.9%	2022-2023 and beyond: <90%
Attendance	Chronic absenteeism	Yes	Yes	Yes	State Rating*	2022-2023 and beyond: Met annual goal	2022-2023 and beyond: Did not meet annual goal but made requisite improvement	2022-2023 and beyond: Neither met annual goal nor made requisite improvement
School Climate and Student Social Emotional Competencies	Panorama Family Surveys (K-2), Panorama Student surveys (3-5), Panorama Student	Yes	Yes	Yes	For 2022-2023 and beyond: Student survey participation rate is at	2022-2023 and beyond: Participation rate is 85 - 100%	2022-2023 and beyond: 79-84.9%	2022-2023 and beyond: below 80%

**COMMUNITY SCHOOL CONTRACT**

	Surveys (6-12)				least 90%			
School Governance	Board Engagement/Health: Choice of assessment from Education Board Partners, Boardsource, or the Institute	Yes	Yes	Yes	School chooses to complete self-assessment, and submits action plan based on results.	Completed with action plan	Completed; no, incomplete, or not clear action plan	Not completed.

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

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

KIPP Columbus  
2900 Inspire Dr.  
Columbus, OH 43224

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

### **Exhibit 6. Statement of Assurances for Start-Up Schools**

#### **3314.19 Annual assurances by community school sponsor**

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

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

**COMMUNITY SCHOOL CONTRACT**

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

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

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

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

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

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

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

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

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

**COMMUNITY SCHOOL CONTRACT****Exhibit 7. Roster of Governing Authority****KIPP Columbus**

Name	Role	Term	Address
Judge Algenon Marbley	Chair	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Abigail Wexner	Vice Chair	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Kevin Reeves	Secretary	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Poe Timmons	Treasurer	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
John Kobacker	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Aimee Kennedy	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Joe Chalapaty	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Cameron Mitchell	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Michael Coleman	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Barbara Trueman	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Stuart Burgdoerfer	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Donald Brown	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Mitch Grindley	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
Yvette McGee Brown	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224

**COMMUNITY SCHOOL CONTRACT**

Trudy Bartley	Board Member	To be submitted to Sponsor as set forth in Epicenter	2900 Inspire Dr, Columbus, OH 43224
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**Exhibit 8. Related-Party Disclosure Form****THOMAS B. FORDHAM FOUNDATION RELATED-PARTY DISCLOSURE FORM**

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

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

Ohio Ethics Law and related statutes prohibit an official from

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

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

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

In addition, Statute<sup>22</sup> states the following:

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

I acknowledge that no official at KIPP Columbus has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not), siblings, parents, grandparents, grandchildren, and any other person related by blood or by marriage and living in the same household.<sup>23</sup>

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

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<sup>22</sup> ORC 3314.02 (E) (4)

<sup>23</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).



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

This Exhibit includes a stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.<sup>24</sup>

KIPP Columbus owns all Community School facilities and property at 2750 Agler Road a.k.a 2900 Inspire Drive, Columbus, Ohio 43224.

School facilities information must include the following:<sup>25</sup>

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

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

Description of facility	<b>Buildings for educational use located at 2750 Agler Road, Columbus, Ohio 43224, being Franklin County Auditor's Tax Parcel Nos 010-292311, 010-148129, and 010-29310 including parking areas.</b>
Annual costs for leasing	<b>\$822,301</b>
Annual mortgage principal and interest payments	<b>N/A</b>
Name of landlord or lender and relationship to operator	<b>KIPP Columbus Foundation, N/A</b>

<sup>24</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>25</sup> [ORC 3314.03 \(A\) \(9\)](#)

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

If a school operates using a blended-learning model, as defined in [ORC 3301.079](#), include all of the following information.<sup>26</sup>

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

#### **KIPP Columbus Blended Learning Plan**

KIPP Columbus returned from the winter break in January 2022 with the reality of the Omicron variant and rising cases in both our team and students (staff cases tripled in only a 3-week period with student cases nearly doubling in that time). To support families in making decisions regarding their child(ren)'s health, KIPP Columbus offered families the opportunity to enter into a remote learning option for the period of January 5th - 28th with all students returning to in-person learning on January 31st. Roughly 40% of KIPP students chose to participate in remote learning during this time and 100% of students have since returned to in-person learning.

KIPP Columbus values in-person learning and our goal is to be able to remain in 100% in-person learning going forward; however, if health guidance or pandemic context warrants future options for remote learning we will evaluate the need at that time. All KIPP Columbus students will be in an in-person setting for a minimum of 51% of the year.

**KIPP Columbus** operated during the 2021-2022 school year using a blended-learning model as defined in ORC 3301.079.

3314.03 (A) (29) If a school operates using the blended learning model, as defined in section [3301.079](#) of the Revised Code, the school describes the model as set forth below.

**(a) An indication of what blended learning model or models will be used**

Currently, KIPP Columbus offers asynchronous instruction via Google Classroom, supported by instructional-level practice on online learning platforms such as Lexia and Zearn. Currently, KIPP Columbus has not mandated that teachers host synchronous, live classes on Zoom (or similar platform).

**(b) A description of how student instructional needs will be determined and documented**

Teachers monitor progress through several data points listed below with documentation occurring largely

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<sup>26</sup> [ORC 3314.03 \(A\) \(29\)](#)

via PowerTeacher Pro gradebooks:

- Completion progress for Google Classroom assignments.
- Mastery through self-paced online learning platforms (Lexia, Zearn, IXL, Delta Math)
- Class assignments proctored online via GoGuardian.
- Benchmark assessment and progress monitoring via STAR testing (K-12) and DIBELS (K-2)

**(c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;**

KIPP Columbus uses our traditional A-F grading scale that includes categories of Work Habits and Mastery for each class. Students will continue to be awarded credit for courses in which they achieve a 60% or higher grade at the end of the semester. All current promotion and graduation policies are continued in a blended learning model.

**(d) The school's attendance requirements, including how the school will document participation in learning opportunities;**

Attendance at KIPP Columbus is taken, when in-person, in classrooms and logged into PowerSchool.

For those students in a remote learning environment, the requirement is for them to access their coursework and complete asynchronous work on the assigned day. Remote learners are assigned the same homework and tasks as in-person learners and required to upload that homework and tasks into Google Classroom for all courses. Submissions for each student are observed and if submitted, they are marked as present for that day in PowerSchool. If a child is going to miss school because of illness, families are required to email a note to the main office or provide a doctor's note for that absence via email (to [kippoffice@kippcolumbus.org](mailto:kippoffice@kippcolumbus.org)).

If a student is absent for more than five school days, teachers may choose to exempt a student from assignments. For this to occur, a student and their family must communicate and partner with the teacher to create a plan that makes the most sense for the student and situation. There should be documentation (doctor's note, etc.) that clearly outlines the compelling reason that a student missed that much school. This could include reasons related to the COVID-19 pandemic.

**(e) A statement describing how student progress will be monitored**

Similar to determining instructional need, we will determine student progress through a variety of assessment measures:

- Completion progress for Google Classroom assignments.
- Mastery through self-paced online learning platforms (Lexia, Zearn, IXL, Delta Math)
- Class assignments proctored online via GoGuardian.
- Benchmark assessment and progress monitoring via STAR testing (K-12) and DIBELS (K-2)

In addition, teachers will utilize instructional flex days to differentiate instruction and practice to provide just-in-time support aligned with The New Teacher Project's (TNTP's) recommendations regarding learning acceleration.

**(f) A statement describing how private student data will be protected;**

**COMMUNITY SCHOOL CONTRACT**

Student data (age, graduation year, email, school work, browsing history) are all protected and stored in the Google Administrative console accessible. This is a central platform utilized to manage all Google services at KIPP Columbus (such as email addresses, Google Classroom, file storage etc.) Additional layers of protection occur through the implementation of staff and student groups set to specific rules within Google – and since students use Chromebooks (which are Google devices) this is also a way to manage the student and teacher Chromebooks.

Other student data (addresses, parent names, transportation, etc.) are all protected and stored within the KIPP Columbus Student Information System: PowerSchool.

**(g) A description of the professional development activities that will be offered to teachers.**

KIPP Columbus utilizes professional development offerings from our online learning partners (Lexia, Zearn, etc.). Should there be a need to continue offering Blended Learning in the future, KIPP Columbus will investigate professional development opportunities focused on the flipped classroom.

**In addition, the school will describe how they will provide and certify the following:**

**Ensure that students have access to the internet and to devices students may use to participate in online learning. If it is determined the student does not have internet or a device, the school shall provide it and shall provide a filtering device or install filtering devices to protect against internet access to materials that are obscene or harmful on any device provided.**

Families who opted into our remote learning option completed a Google form and were automatically assigned a Chromebook and charger (per student). Chromebooks were tagged and assigned to individual students using a ticketing system to ensure laptops were appropriately distributed to remote learners. Go Guardian (detailed below) was installed on all Chromebooks to ensure privacy and safety.

Families were asked if there was a need for internet access during this time and KIPP Columbus had T-Mobile hotspots available for immediate implementation in family homes. While no hotspots were requested during our latest blended learning period, we continue to have the hotspots at the ready.

To support future needs for remote learning, all students regardless of learning model were assigned Chromebooks in January and will continue to have access to this computer through the remainder of the school year.

KIPP Columbus uses GoGuardian on all laptops. GoGuardian is a network management tool that we use to monitor and filter student internet usage on their Chromebooks. It's one way that we stay compliant with the federal CIPA guidelines. It's preinstalled on each student Chromebook via our Google Administrative Console.

Teachers can utilize GoGuardian to ensure students in their classrooms can only view content that they allow and restrict sites like YouTube during class time. And the IT department uses the overall filtering by restricting harmful sites and keywords that would result in the students viewing inappropriate material on the internet.

**Monitor and assess student achievement and progress and provide additional services if necessary**

**to improve student achievement.**

Teachers and school administrators use a variety of factors to monitor progress and determine the need for additional services:

- Analysis of student grades in academic classes, comprising mastery and completion components.
- Analysis of STAR (and DIBELS for K-2) benchmark and progress monitoring data, focusing both on growth (norm-based) and proficiency (criterion-based).
- Analysis of formative and summative curricular assessments administered via GoGuardian (see note on GoGuardian above) and Illuminate for response collection and rapid data analysis

School teams use this information to assign students to an academic intervention and enroll them in our Response to Intervention (RTI) program. Specifically, in blended learning, this is comprised of the following:

- Small group support with core independent practice
- Previewing of major upcoming assignments
- Just-in-time supports of below grade-level skills and content to prepare students for success with grade-level material.
- Increased rates of teacher monitoring of online adaptive skill practice platforms.

**Periodically communicate with parents or guardians regarding student progress.**

Student progress is based on the academic criteria listed above - in short, benchmark and progress monitoring scores, academic class grades, and scores of major assessments.

Based on this data, teachers communicate progress on regular intervals:

- Sharing class grade performance, including areas of concern, every two weeks.
- Sharing in-platform assessment reports after every STAR and DIBELS assessment.
- End-of-quarter family conferences hosted by the student's homeroom teacher (K-5) or advisor (6-12)

Schools provide more frequent communication to families identified of requiring additional academic support based on the following criteria:

- "Intervention" or "urgent intervention" on benchmark assessments
- Multiple class grades of less than 70% (equivalent to a "Below Target" or "Far Below Target" in grades K-5 and D+, D, D-, or F in grades 6-12).

**Report quarterly to the Department the number of students participating in blended learning and the duration of participation.**

Please [click here](#) for a report on the number of students who participated in blended learning throughout the month of January at KIPP Columbus.