

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of REGENERATION MIDDLE
SCHOOL and the Thomas B. Fordham Foundation**

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COMMUNITY SCHOOL CONTRACT

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective DATE, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of REGENERATION MIDDLE SCHOOL located at 3595 Washington Avenue, Cincinnati, Ohio 45229 (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 operation of the Community School pursuant to Chapter 3314 of the Code. Such school shall be a public school, independent of the Cincinnati City School District and part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools, and the terms of this Contract. The Community School is educating children in grades or age-equivalent grade levels five through eight.

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 without consent: “REGENERATION MIDDLE SCHOOL is sponsored by the Thomas B. Fordham Foundation.”

Article II. Term

The term of this Contract shall be for a period of five years, commencing July 1, 2023, and ending June 30, 2028 (the “Term”)—provided, however, that the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the

requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

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

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

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

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

Article III. Responsibilities of the GOVERNING AUTHORITY

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

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

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

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

The GOVERNING AUTHORITY agrees that it shall notify the SPONSOR immediately as to any of the following: any material change in the availability or condition of the physical facility, 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 facility; 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, if the Community School sponsors any athletic teams. 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

contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination to the attention of President, the Thomas B. Fordham Foundation, 1016 16th Street NW, 8th Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the Thomas B. Fordham Foundation, 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”) and Federal Bureau of Investigation (“FBI”) 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 Sections 3319.39, 3319.31, and 3314.41 as applicable, the GOVERNING AUTHORITY shall request a BCI&I and FBI criminal-records check with respect to teachers and any applicant who has applied to the Community School for employment in any

position involving the care, custody, or control of a child. Any such applicants shall not be hired until the GOVERNING AUTHORITY receives a favorable criminal-records check for that applicant from BCI&I and FBI.

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 and FBI 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 (40) hours per week pursuant to Section 3319.301 of the Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

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

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student without legitimate excuse. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year. In accordance with Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance

with the “Family Educational Rights and Privacy Act of 1974,” 88 Stat. 571, 20 U.S.C. 1232g, as amended, any regulations promulgated under that act, and Section 3319.321 of the Code.

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 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 Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 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 (unless the school is an internet or computer based community school), 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703 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.

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.

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 (“Total State Support”) for the first three hundred (300) FTEs and 1.5 percent for all additional FTEs.

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

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

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

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.

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, consistent with the GOVERNING AUTHORITY's asset management policies 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.

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 or as soon as practical any updates to the composition of the board. This report shall include the names, addresses (including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

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

D. Accountability Plan:

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached hereto as Exhibit 4 and incorporated by reference as if fully written herein. Such methods shall include the administration of Ohio's proficiency tests, achievement tests, diagnostic assessments, all applicable report-card measures set forth in Sections 3302.03 and 3314.017 of the Code, or any other statutory testing established for Ohio's students. Provided, however, the Community School shall not be required to administer a nationally standardized assessment to a student whose parent or guardian has elected in writing not to have such nationally standardized assessment administered to that student pursuant to Section 3301.0712(B)(1)(1) of the Code. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student achievement and testing governing community school students as if such amendments were specifically set forth in this Contract.

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

In accordance with Code Section 3314.03(A)(11)(g), the GOVERNING AUTHORITY shall submit to the SPONSOR and to the parents of all students enrolled in the Community School an annual report within four (4) months after the end of each school year.

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

Article IV. Responsibilities of the SPONSOR

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

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

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

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

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

In accordance with Code Section 3314.019, the SPONSOR will communicate with the state auditor regarding an audit of the school or the condition of financial and enrollment records of the

school and shall maintain a presence at any and all meetings with the state auditor regardless of whether the SPONSOR has entered into an agreement with another entity to perform all or part of the SPONSOR's oversight duties.

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

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

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

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

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

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

Article VI. School Facilities and Property; Site Visits

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

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

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

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

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

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

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

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

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

Article IX. Suspension of Operation

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

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

A. Health and Safety:

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

B. Other:

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

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

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

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

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

After the GOVERNING AUTHORITY's receipt of the notice of suspension, the GOVERNING AUTHORITY shall (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing; and (iii) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records, during the suspension period. During the suspension period, the SPONSOR's designated representative shall have access to and may remove Community School records, including student records, if, in the sole discretion of the SPONSOR, the representative of the Governing Authority fails to provide in a timely manner such records following a legitimate

request or for any reason if the Community School remains under suspension and is not fully operational for a period of ten (10) weekdays.

C. Termination Resulting from the Suspension of School Operations:

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

Article X. Expiration/Termination of Contract

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

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

document executed by the parties to this Contract or the Community School's reporting requirements under this Contract or applicable law

9. The SPONSOR discovers grossly negligent, fraudulent, or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract
10. Other good cause

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

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

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

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

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

Article XI. Contract-Termination Contingencies

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

financial and enrollment records to the SPONSOR within thirty (30) days of the Community School's closure, in accordance with Section 3314.023 of the Code.

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

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

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

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

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

Article XII. Governing Law

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

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

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

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

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

Article XIV. Assignment

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

Article XV. Amendments or Modifications

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

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

Article XVI. Severability

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

Article XVII. Every Student Succeeds Act

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

Article XVIII. Dispute-Resolution Procedure

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

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

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

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

Article XIX. Discrimination Policy

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

Article XX. Entire Agreement

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

Article XXI. Notice

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY
REGENERATION MIDDLE SCHOOL
3595 Washington Avenue
Cincinnati, Ohio 45229

Copy to:

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

If to SPONSOR:

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

Copies to:

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

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

Article XXII. Nonwaiver

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

Article XXIII. Force Majeure

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

Article XXIV. No Third-Party Rights

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

Article XXV. Nonagency

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

implied, to make any commitments, obligation, or contracts or (ii) incur any liabilities, charges, or expenses for or in the name of the other party, except as specifically permitted in this Contract.

Article XXVI. Statement of Assurances for Start-Up Schools

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

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

Michael Petrilli

BY: _____
A4E797850A61430...

Michael J. Petrilli
President

DATE: 5/12/2023

**THE GOVERNING AUTHORITY OF
REGENERATION MIDDLE SCHOOL**

BY: _____
Governing Board Representative

DATE: _____

EXHIBIT 1: EDUCATION PLAN

A.1 Mission, vision, and educational philosophy

ReGeneration School's mission is to ensure that all children have equal access to a high-quality, college-preparatory education through academic excellence and character development. We cultivate a student's curiosity about the world, we instill compassion for their fellow students and community, and we build their confidence in their ability to succeed. ReGeneration is nurturing the leaders of tomorrow.

Regeneration uses a rigorous, culturally relevant, social justice-based curriculum developed by Uncommon Schools. We invest heavily in the early years of a child's education to help them establish a strong academic foundation. Our model includes investment in two full-time teachers in both kindergarten and first grade to be sure that students have the individualized attention that they need. We use the same high-quality curriculum across all our schools so that teachers and school leaders can focus on refining and improving instruction. We are known for our teacher development, which includes investing in substantial training, coaching, observation, and feedback. We are a data-driven organization and use the information provided by our interim assessments to develop teachers' skills and individualize instruction so that students gain mastery of core subjects.

We recognize that there are several factors involved in helping our students achieve long-term academic success. In addition to a strong academic foundation, students need perseverance, work ethic, and determination to succeed in college. We help our students understand that there is a right and wrong way to do things. We engage students in critical thinking, conversation, and respectful dialogue. We help them understand their responsibilities, not only for their own behavior but for their role in building a positive and productive school culture. We teach them how to advocate for themselves so they can navigate the challenges of a more independent school climate in high school and college.

We expect our students to reason, debate, and effectively communicate their ideas. We expect our students to be problem-solvers. We study the lives of transformational leaders, focusing on leaders of color who reflect our students' life experiences. We know that every one of our students has the capacity to graduate from college. At ReGeneration, students gain a deep understanding of and belief in their own capacity for success.

Research-based school instructional model

ReGeneration is a part of a successful model focused on data-driven instruction, observation and feedback, a strong student and staff culture, and professional development. This, paired with mission-driven urgency, is what sets our school and our model apart from others. We consistently apply the "Seven Levers of Leadership" (Bambrick-Santoyo, 2012) to realize our mission:

1. **Data-driven instruction:** We consider data-driven instruction to be a "super lever" in increasing student achievement because it allows us to set the bar for rigor and adapt teaching to meet students' needs. We analyze academic assessment data and student work

to understand which skills and standards students have and have not mastered, and we use this analysis to build tutoring plans and adapt lessons.

2. **Student culture:** Student culture is the second “super lever.” A highly structured student culture creates safe schools, builds character, and creates space for rigorous academic work. We hold extremely high expectations for students, families, and staff. We help our stakeholders succeed by explicitly and consistently teaching them and diligently reinforcing them through a schoolwide system of incentives and consequences and a restorative justice program led by our deans of students.
3. **Observation and feedback:** ReGeneration’s principals give all teachers professional one-on-one coaching that increases their effectiveness. Principals block out the time to regularly observe each teacher ; to model instruction; to give face-to-face feedback that is bite-sized and actionable; and to give high-leverage action steps for improving instruction. Our observation-and-feedback cycle makes our teachers better, faster.
4. **Professional development:** ReGeneration releases students early every Friday and holds sacred that time for principal-led professional development. This time is not a weekly “faculty meeting,” but is used to strengthen culture and instruction with hands-on training that sticks.
5. **Instructional planning:** Our Common Core-aligned curriculum is created and continually refined by the most accomplished teachers at top urban charter schools. It is designed to build a strong foundation of core content and skills by the eighth grade, while building the necessary intellectual rigor to prepare students for college-preparatory high schools and success in college. One professional-development Friday per month is devoted to coaching teachers in internalizing the curriculum; intellectual preparation and lesson delivery make the curriculum “come off the page” to truly engage students in meaningful, rigorous academics.
6. **Staff culture:** Every school needs a strong adult team to support students. Principals intentionally invest in staff culture through regular communication with staff, regular staff appreciation and social events, and formal and informal check-ins with staff.
7. **Managing school leadership teams:** Even the strongest principal cannot go it alone. Once a ReGeneration campus has solidified its student culture and has developed several strong teachers, principals begin training a second tier of instructional leaders to expand their impact across the school. ReGeneration offers opportunities for teachers to become grade-level leads, subject leads and principal fellows. A new partnership with Relay Graduate School of Education allows us to enroll second-tier leaders in Relay’s Instructional Leader professional-development series and subsidize the cost.

ReGeneration classrooms infuse joy, rigor, and hard work every day. Our approach is grounded in the belief that without great teaching, little else matters. Instructional methods are centered around giving teachers the support and skills they need to focus on strong, targeted instruction for all scholars. School leaders have high expectations for teacher and student performance. Teachers are

cognizant of the expectations, which include effective use of assessment data and adaptation of instruction to student needs; regular communication with families; and constructive feedback in daily practices. To ensure that all teachers are adequately prepared to carry out the school's instructional methods, leaders have established a clear and effective teacher development, feedback and evaluation system.

Instructional methods employed in ReGeneration classrooms include:

Teach Like a Champion: All ReGeneration teachers are trained in Teach Like a Champion teaching methods at August professional development before the school year starts and throughout the year. Teach Like a Champion provides methods to keep students engaged and on-task, to build a classroom culture that maximizes student achievement, to minimize disciplinary disruptions, and to provide motivation techniques for students.

Help Students Until They Master It: Students learn at different rates. Schools that expect all students to meet high standards must be prepared to support students regardless of their learning pace or style, until they reach mastery. At ReGeneration, this learning support is realized through multiple means:

- Clear, engaging, high-quality lessons
Increased learning time, relative to district schools
- “Pull-out and push-in” instruction by full-time learning support specialists and related services such as counseling and speech, occupational and physical therapies for students who require them
- After-school tutoring for students who require additional individual and small-group attention

These strategies and supports ensure that students with disabilities, students with limited English-language proficiency, and students at risk of academic failure meet ReGeneration’s high standards.

Keep It Personal: Feeling known, cared for, and respected is a prerequisite for the sense of personal value and well-being necessary for effective learning. Our relatively small elementary school size and co-teaching model ensure students are well known by the teachers who work tirelessly to help students succeed. As students overcome the challenges set by the school’s high standards, and as they gain strong literacy and math skills, they realize that with enough hard work they can meet any challenge and surpass any obstacle. This, in turn, enables them to tackle ever-increasing magnitudes of challenge. They learn to see their education as the means of attaining a future full of choices and possibilities. Our size and approach also allow students with special needs or limited English-language proficiency to progress in the regular education classroom.

Develop Character: Many students will be the first members of their family to attend college, and the path to higher education can be a long and arduous climb. A school can encourage, cajole, and prepare a student academically, but ultimate success relies on a student’s belief in their potential and commitment to learning. To get students through the long climb to college, ReGeneration works to build perseverance and courage. Toward a long-term goal of community leadership, ReGeneration builds students’ commitment to excellence, compassion, and

achievement. These personal qualities are central to ReGeneration’s mission. ReGeneration focuses on character development through exploration of poems, fables, fairy tales, and other literature with morals or messages. In addition to classroom activities, the program includes weekly community meetings, assemblies, outdoor education, service learning, internships, and extracurricular activities.

Help Students Envision a Bright Future That Inspires Them to Achieve: Research indicates that children who have a clear and positive image of their futures are better able to overcome the hurdles often faced by those in low-income communities. Beginning in kindergarten, ReGeneration exposes students to the worlds of high school and college with the message that hard work will build the skills necessary for success. At ReGeneration, this message is presented through:

- Homerooms named after the alma maters of students’ advisers
- Exposure to mentors and tutors from institutions of higher learning
- Field trips to museums, local and national parks, high schools, colleges, and adventure programs such as Outward Bound

These strategies and supports ensure that all students, including students with disabilities, students with limited English-language proficiency, and students at risk of academic failure meet ReGeneration’s high standards.

A.2 Geographic boundaries

ReGeneration Middle School (RMS) shall permit the enrollment of students who reside in any other district in the state.

A.3 Curriculum and instruction

ReGeneration will employ curriculum and implementation support from ReGeneration Chicago and Uncommon Schools, a network of fifty-two schools with a twenty-year operating history. Uncommon’s content, which is the foundation for ReGeneration’s materials, was developed in careful alignment with Common Core standards. The curriculum has proved effective with similar student populations; Uncommon has been cited as one of the highest-performing CMOs in the country. Uncommon showed effect sizes of 0.24 in math and 0.15 in reading in the 2017 CREDO CMO study, the most recent and comprehensive high-quality quasi-experimental study of national charter management organizations.

The materials proved successful in a turnaround middle-school context when ReGeneration's team used them in its turnaround of the CICS Avalon, CICS Basil, and CICS Washington Park schools under the Victory Schools management organization. Although the CREDO CMO study did not separate Victory’s Chicago-specific results from those of Victory’s New York schools, the 2017 CREDO study of New York City showed Victory’s New York schools to have a 0.03 effect size in reading and a 0.07 effect in math. This leads to the conclusion that the ReGeneration-managed Victory schools’ effect size exceeds that reported in the CREDO CMO study as a whole.

The ReGeneration team's success with the curriculum at CICS Avalon, CICS Basil, and CICS Washington Park demonstrates the validity of replicating the curriculum and instructional program at other urban middle schools.

Overview of Design of Curriculum and Research Foundations

English language arts

Uncommon's English language arts curriculum was developed on evidence-based approaches to the science of literacy, broken down into five core components:

- A whole-group novel-based block (three times per week) A whole-group short-passage response block (once per week)
- A whole-group modeled writing course (four times per week)
- A whole-group response to data block (once per week)
- A small-group fluency-and-comprehension-focused guided reading block (five times per week)

This design model is insbased on the National Reading Panel report from 2000, which summarized the importance of three of the five pillars of reading for middle school students (fluency, vocabulary, and comprehension) as well as the critical value of writing, and which were aligned to the Common Core Standards for Reading Literature, Reading Informational, Writing, Speaking and Listening, and Language.

Each of the design components was driven by research:

- **Novel-Based Study:** Uncommon's curriculum takes an inquiry-based, close-reading-driven approach to studying a rich and complex novel, with opportunities for writing, annotations, discourse, and sustained reading. Uncommon selects novels that are engaging, authentic, culturally relevant, and that promote diversity, equity, inclusion, and anti-racism. Students are supplied with effective "mirrors, windows, and sliding doors" into various identity lenses to affirm and celebrate their own identities and to understand the greatness of the world around them. In addition to fiction and nonfiction narrative-based novels, each novel-based unit is integrated with informational content-building articles that develop students' background knowledge and complexity and scaffold their understanding of the text. This structure was built with research in mind: The importance of integrating writing (Graham, 2011), annotations (Laster, 2012), discourse (Nystrand, 1991), sustained reading (Mansor, 2013), use of culturally relevant materials (Capper, 2021), and use of informational text integrated with narrative novels (Soalt, 2005), were all considered in developing an achievement-driven approach to novel study.
- **Short Passage Response:** Uncommon's curriculum includes a weekly opportunity to dig into a short passage of literary, informational, or poetic genre. They study it for literal comprehension, the author's craft, and structure, and answer written questions for deep analysis. The approach to studying short text through repeated readings (Therrien, 2006) and analyzing for both meaning and for craft and structure (Fisher, 2014) has been researched and proved effective for reading achievement.

- **Guided Reading:** Traditionally used in elementary schools, this approach has proved effective in middle school grades as well (Morgan, 2013). Uncommon's middle school guided reading approach focuses primarily on practicing and prompting students strategically to improve fluency; scaffolding text complexity; background knowledge and vocabulary; and comprehension strategies through an accelerated approach to leveled text, all within a small, ability-based, homogenous group that allows for targeted interventions and one-on-one conferencing. A focus on fluency in guided reading is particularly effective (Spencer, 2010). The use of comprehension strategies is well documented by the National Reading Panel report (National Reading Panel, 2000). The use of leveled text, in an accelerated manner, has been proven to bring struggling readers up to grade-level text complexity (Papalewis, 2004). Small-group instruction has proved very effective in producing stronger reading achievement, particularly when using a homogenous grouping model (Lou, 1996).
- **Response to Data:** Each week, English language arts instruction throughout all other blocks is analyzed using a specific approach that Uncommon has developed to analyze standards, items, and text complexity to remediate a specific reading or writing skill with complexity in mind. Research shows that response to intervention in reading can produce a significant impact for middle school students (Vaughn, 2008).
- **Writing:** Uncommon's writing curriculum was designed to reflect the various genres of writing identified in the Common Core State Standards (narrative, informative, and opinion-based), and uses specific essay structures that are explicitly modeled for students using mentor texts. Students repeatedly practice writing from prompts geared toward source materials found within the Uncommon reading curriculum, and get feedback from teachers. The approach to explicitly modeling writing for various genres has proved effective in improving writing in the middle grades (Purcell-Gates, 2007). Mentor texts and a template for practice and feedback have also been shown to be effective (Charney, 1995).

Mathematics

Uncommon's math curriculum was developed with a focus on research-based instructional practices that align to the Common Core standards by merging conceptual understanding, procedural fluency, and application. Uncommon's math block is broken down into five core components:

- A whole-group “Heart of the Lesson” block (four times per week)
- A whole-group “Excellence” block (two times per week);
- A whole-group “Olympiad” block (two times per week);
- A whole-group response-to-data block (once per week);
- A small-group “Acceleration” block (two times per week)

This model is based on the evidence-based approach of Cognitively Guided Instruction and is aligned to the Common Core Standards For Mathematics. The scope and sequence of lessons is

proportionally weighted to state exam blueprints, which give additional weight to major standards in the Common Core, but also cover additional and supporting standards.

Each of the design components was driven by research:

- **Heart of the Lesson:** During this component, students are given a rich, conceptually driven, exploratory mathematical task aligned to a Common Core content standard that is solved through an integrated and conceptual approach based on the Common Core's Standards for Mathematical Practice. Evidence suggests that an inquiry-based learning approach that centers students' strategies and approaches and then facilitates generalizations from them is highly effective at increasing student achievement in mathematical reasoning (Sen, 2021). During the block, teachers launch the task with clear directions and minimal guidance, and students complete the task using a variety of strategies. Teachers monitor and prompt students as they work, using open-ended and standards-based prompting, and then identify trends in student work. Teachers facilitate discourse based on whether most students have a misconception or are on the right track and showcase different approaches and strategies to stamp a conjecture about the mathematics. Additional practice is provided to help students apply those conjectures in new tasks with new situations.
- **Excellence:** Teachers facilitate an oral drill, a “Do Now,” exercise, and fluency practice that spirals standards, computational fluency, and mental math, ensuring repeated practice for previously covered content. Research shows that spiraling mathematics curriculum throughout the year integrates newly learned content into a student's working memory, allowing for deeper mastery and easier retrieval of the content to apply to new problems (Fowles, 2021).
- **Olympiad:** While students learn new standards and practice application, research shows that specific attention must be paid to real-world context and word-problem comprehension so that students can apply new understanding and skills (Vula, 2021). At Uncommon, students are introduced to conceptual keys, which help create models and mental maps for the structures of story problems, which they solve regularly through a launching of the task, work time to complete the problem, and discourse that focuses on student misconceptions or a comparison of strategies. This cognitively guided instructional approach relies on the well-researched idea that mathematical word problems are built around actions and relationships, with knowns and unknowns. Evidence suggests that teaching a cognitively guided approach around the structure of story problems works even in a middle school context (Anderson, 2012).
- **Response to Data:** Teachers are also given an opportunity to respond to student data on a weekly basis. After taking Power Practice quizzes aligned to Common Core standards with a rigorous array of assessment formats and contexts, teachers analyze the data and create a conceptually driven reteach that remediates student understanding of the point of error using a modeling or guided-discourse approach. Evidence suggests that a response-to-intervention approach in math is highly effective at producing additional gains for students when used on a repeated basis (Douglass, 2011).

- **Acceleration:** Because of the learning loss compounded by the COVID-19 pandemic, student mastery of previously learned standards from previous grade levels is lacking. To support students with remediation of previous grade-level content while continuing to learn on current grade-level content, Uncommon's curriculum includes an Acceleration block that allows teaching of foundational content "just in time" before they tackle a new standard. This approach has proved effective in catching students up while accelerating their mastery of grade-level content. Using a small-group approach, students learn new content in the Heart of the Lesson with greater levels of access (Burris, 2006).

Science

Uncommon's Science curriculum is based on the Common Core Standards for Literacy in Science and Technical Texts and the Next Generation Science Standards (NGSS). This integrated approach incorporates a heavy dose of literacy and hands-on experimentation to help students understand scientific phenomena. During science instruction, which occurs four times a week, students experience a variety of units organized around the NGSS's three-dimensional approach to learning, including cross-cutting concepts, disciplinary core ideas, and science and engineering practices. The NGSS has been proven to be a highly effective set of standards for improving understanding of science (Rahmita, 2020) and as an interdisciplinary multiplier effect with mathematics (Ekwueme, 2015). Uncommon uses a 5E exploratory and inquiry-based approach to hands-on learning, in which students engage, explore, explain, elaborate, and evaluate, which centers student experimentation first with phenomena, and then uses literacy to stamp understandings (Rahmita, 2020). Uncommon also uses a literacy-based approach to explaining concepts, using complex scientific texts and proven literacy strategies with nonfiction texts, with knowledge and vocabulary as scaffolds to increase comprehension (Fang, 2010).

Social studies and history

Uncommon's approach to history and social studies instruction is influenced by the Common Core Standards for Literacy in Historical Texts, a culturally responsive and antiracist framework, and the Advanced Placement approach to document-based questioning frameworks. There are two key elements to Uncommon's History program: Knowledge Building lessons and Document Analysis lessons. The research on building background knowledge and vocabulary for comprehension of nonfiction text is well established (Elbro, 2013). Using both a literacy-centered approach that focuses on secondary source material and lectures, students are given background knowledge and vocabulary with historical and cultural context. This gives students access to historical events and interpretations of firsthand accounts and historical documents. Teachers provide a framework for historical interpretation of documents, including political cartoons, works of art, economic and political records, diary and journal entries, and news accounts to help students situate the historical record and become critical analysts of historical outcomes. This disciplinary approach to historical thinking has proved effective not only for achievement in social studies (Rothschild, 2000), but also in producing additional gains in reading and writing achievement (Reisman, 2012). The scope and sequence used in the History curriculum uses a culturally responsive and antiracist framework,

which centers the identities of historically marginalized groups within U.S. and global historical events through ancient, medieval, and modern periods.

Character

Six virtues—**respect, integrity, diligence, responsibility, compassion, and perseverance**—form the cornerstone of our character education, the programming and curricula of which may be changed as necessary at the discretion of the school leadership or board. Introduced early in the year through six short lesson units, our virtues are reinforced every day, by every adult in the building.

We have a variety of systems and routines that weave virtues into the fabric of the school. Weekly community circle celebrates scholars’ academic and character achievements. Teacher-led advisories and a behavior management system holds students accountable for demonstrating these virtues.

I. Systems and routines that build character

Behavioral psychologists have found that behavior is situational, and at ReGeneration Schools, we strive to build strong character by creating an environment where students can’t imagine anything but hard work and rigorous academics. To create this environment, we define and teach our students what it means to be scholars. We set clear expectations for students and staff. With students, we teach and practice the little things, like shaking hands, eye contact and walking through halls so we don’t have to deal with larger issues. We commit to holding the same expectations and systems with staff members.

Examples of our systems and routines that build character:

- **Threshold:** Teachers greet each student outside of the classroom with a handshake and warm conversation. This allows students to practice respectful behavior while building relationships with their teachers.
- **STAR/SLANT:** Middle school scholars are expected to **Sit up, Listen, Ask** and answer questions, **Nod**, and **Track** the speaker. These systems teach students how to show respect to their classmates and set the foundation for productive Habits of Discussion.
- **Props:** Students and teachers frequently give each other quick cheers, or “props,” to congratulate academic effort and demonstration of virtues.

II. The behavior management system

ReGeneration uses the Positivity Project program to build on students’ character strengths and social and emotional well-being. The Positivity Project curriculum provides teachers with digital resources, training, and strategy to teach Positive Psychology’s “24 Character Strengths” and empower students to build positive relationships. The character strengths are drawn from the VIA Institute on Character. The curriculum helps students build meaning and purpose, boost relationships, manage stress and health, and accomplish goals. Its tools also help teachers gain a deeper understanding of themselves and provides vocabulary and concepts to improve their daily

interactions with students.

All ReGeneration Schools include physical education two to three times per week. The fitness program is built on the core principles of building confidence, teamwork, coordination, and fine motor skills, and teaches skills for a variety of sports and fitness activities. Each unit within the curriculum focuses on a sport or fitness activity, such as dance, running, soccer, basketball, and baseball. The coach models specific movements, techniques, or rules of a game in a sequenced manner that builds a deeper understanding of how movements work together. Then, the coach teaches understanding of strategy and team coordination. Students engage in guided practice of specific movements in individual routines and drills, and then apply those understandings in a team-oriented individual practice. Throughout, students are guided to become more strategic and to understand how the fitness activities they are engaged in contribute to their overall physical, mental, and emotional health. Coaches describe the activities' scientific connections to different body systems. Sexual and reproductive health is taught, in increasing complexity, in fifth through eighth grade. Research shows that integrating fitness and health education is critical for student motivation and increasing physical activity levels (Gao, 2008).

III. The role of the dean in building character

The mission at ReGeneration is to prepare our students for college with high-quality, rigorous academics. Each school has a dean, and the work of the dean's office and the behavioral supports and systems we use are there to fully support teachers. The teacher's role is closing the achievement gap; they should not have to waste time dealing with poor behavior. Teachers teach, and the behavioral support staff will do the rest. As a team, we communicate shared expectations. As a team, we follow through and implement those expectations.

The dean's office is not a place where we babysit the "bad kids" (there's no such thing, by the way), and it is not a holding room. The dean's office is another opportunity for students to learn behavioral expectations and the skills necessary to succeed in class and in life.

Academics continue in the dean's office. Students are expected to produce high-quality essays and short responses, and they compute and compare statistics on their behavioral data, thereby reinforcing skills they have learned in class and using them to effectively analyze their behavior.

Students develop a strong sense of responsibility, integrity, diligence, and perseverance necessary to succeed.

Evaluation, review, and revisions of curriculum

Our teachers meet every Friday for professional development and planning throughout the school year. These meetings are focused on reviewing results on formative assessments and identifying areas where students need extra support. As teachers collaborate, they identify common areas of student struggle and adjust the curriculum (and instruction) as needed. In addition, the faculty meets several times during the school year on student-release days to review interim assessment results, which highlight needed curricular and pacing adjustments. Each summer and throughout

the school year, our lead lesson planners improve on the previous year's lessons. We are in a cycle of continuous improvement for the most granular curricular and instructional details.

Instructional strategies

ReGeneration classrooms infuse joy, rigor, and hard work every day. Our approach is grounded in the belief that without great teaching, little else matters. For that reason, instructional methods focus on giving teachers the support and skills they need to focus on strong, targeted instruction. School leaders have high expectations for teacher and student performance. Teachers are cognizant of the expectations, which include effective use of assessment data, adaptation of instruction to student needs, regular communication with families, and the application of constructive feedback in daily practices. To ensure that all teachers are adequately prepared to carry out the school's instructional methods, leaders have established a clear and effective teacher-evaluation system. These mid-year evaluations, comprising a self-assessment and written component followed by a formal meeting, target areas of strength and areas for continued improvement.

Instructional Program Monitoring and Adjustments

ReGeneration staff members participate in strategic instruction planning each spring and summer. Over several days, instructional leaders reflect on the previous year's data and accomplishments; set goals and tactics; and set annual and weekly schedules for the upcoming year in each of the aforementioned "Seven Levers" (see Page 2):

- Data-driven instruction
- Observation and feedback
- Curriculum planning
- Professional development
- Student culture
- Staff culture
- Managing school leadership teams

Instructional leaders typically also set goals and tactics for a limited number of strategic priorities, such as simplifying the teacher experience, reducing chronic absenteeism, and improving achievement for diverse learners.

In addition to interim and formative assessment results and principal classroom observations, ReGeneration uses regular chief academic officer and superintendent walk-throughs, an annual school inspection, and rubrics from Leverage Leadership and Relay Graduate School of Education to monitor the effectiveness of its instructional plan and modify it as needed.

Measurable objectives

Mission-specific goals are described in A.7. These are in addition to the Thomas B. Fordham Foundation Accountability and Performance Indicators in Exhibit 4 (page 51). We will incorporate our performance against these measures into a balanced scorecard that we will share with parents

and the public in an annual report. We also will share the results and discuss them with parents at annual orientation sessions.

A.3.1 Classroom- and nonclassroom-based learning opportunities

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

A.4 Target population

ReGeneration Middle School will serve predominantly low-income, marginalized students. The school expects to serve families from the current ReGeneration Bond Hill campus, the Phoenix Community Learning Center, and families from Avondale and surrounding neighborhoods. The student population will likely be approximately 80% Black and 20% Hispanic, with 90% eligibility for free and reduced-price lunch. The population of students with disabilities is expected to be approximately 10%.

A.5 School calendar and daily schedule

First day of school:	August 17, 2023
School day start/end time:	7:45 a.m.–3:45 p.m. Monday–Thursday; 7:45 a.m.–2:10 p.m. Friday
Hours in school day:	7 hours and 41 minutes
Number of instructional minutes (core instruction) per day:	5 hours and 30 minutes (330 minutes)
Number of instructional school days per year:	171–176
Number of supplemental instruction hours per day:	1 hour and 30 minutes
Time devoted to staff development during school year:	12 full days prior to school opening and 100 hours (3 full days, 6 half-days during student induction, and 1.5 hours every Friday) during the school year

Core Instruction time

English language arts: Ninety-five minutes

Math: Ninety-five minutes

Science/social studies: Ninety-five minutes

Guided Reading: Fifty minutes

The school calendar and schedule may be changed at the discretion of the school leader or Governing Authority.

A.6 Special student populations

ReGeneration Schools welcomes all students, including students with disabilities, English learners, and other educationally marginalized students. Our enrollment materials state that we do not discriminate and are available in Spanish and English. For students with special needs and who are learning English, we follow the extensive research showing that access to core instruction with general education students is extremely helpful for academic and social growth.

Special education

ReGeneration serves historically marginalized students, including those with disabilities, English learners, and other specialized populations. Our enrollment materials state that ReGeneration is open to all students and does not discriminate. To attract, recruit, enroll and retain at-risk and other special student populations, ReGeneration has planned and is executing a marketing and student recruitment plan aimed at our target demographics.

Our schools serve families in predominantly low-income neighborhoods. Leaders and teachers canvass neighborhoods, visit daycares, and attend community events throughout the year to reach families who otherwise may not have access to information about high-quality school options in the area. To reach potential English learners, applications and marketing materials are available in Spanish, the predominant second language in neighborhoods we serve. We have found that the most effective way to attract students with disabilities is through partnerships with preschools, which conduct early interventions. We have found that radio ads reach our target demographic, and we are experimenting with the best way to reach families through social media.

We believe that everything begins with family engagement. When we open a school, we hold social events, such as skating and neighborhood cookouts, to begin building strong relationships between families and staff. Once school begins, teachers make advisory calls at least once a month and are available by phone or email to parents any time. When families feel heard, they are more likely to stay in our schools. Our schools have an average student retention rate of approximately 76 percent, and the families that do leave typically do so for relocation reasons. If a family requests a transfer for nonrelocation reasons, the principal meets with them to identify and solve any issues.

To support specialized populations such as diverse learners and English learners, we follow the extensive research showing that access to core instruction with general education students is extremely helpful for academic and social growth. We are especially proud of the gains that our traditionally underserved subgroups have made relative to their peers. Before the pandemic, all six disadvantaged subgroups at ReGeneration's middle schools outperformed their citywide peers in English language arts and math, and five of six outperformed their statewide subgroup peers. ReGeneration's Hispanic students exceeded the state average for all students in both subjects.

Identification. Upon enrolling at ReGeneration, families are asked if their child has a disability or an Individualized Education Plan (IEP) from his or her previous school. We use this information to formally request school records and evaluation reports from the child's previous school. The Special Education Coordinator discusses the IEP with the family, observes the child's performance at school, and revises the IEP to adhere to effective practice and provide a truly individualized

education.

ReGeneration schools follow the outlined process for Child Find and early interventions. Students who are suspected of having a disability are initially identified by either the classroom teacher, staff member, or parent. They engage in the Multi-Tiered System of Support (MTSS) process, in which they are initially supported in the classroom through Tier 1 targeted interventions based on their identified gaps. The classroom teacher assesses and documents their progress. If they don't make the expected progress, they are moved into Tier 2 interventions, where they receive small-group support related to the areas in which they are lagging. At this time, they are also flagged for the school coordinator as a student who might require an evaluation. The Tier 2 teacher, who might be a classroom teacher or an Interventionist, depending on the schedule, also assesses and documents the student's progress. If Tier 2 interventions do not support the student, they are referred to the coordinator for an evaluation and assigned Tier 3 interventions. The IEP team follows the outlined process for initial evaluation to determine if the student has a disability.

Plan development. Upon determination that a student is eligible for special education and annually thereafter, the student's team develops an IEP, a written statement of the educational program designed to meet the student's needs developed by a team using data gathered from evaluations. The IEP includes a detailed description of what will be done to give the student extra help.

An IEP meeting will address the accommodations, modifications, goals, minutes of services, and Least Restrictive Environment (LRE) for the student for the calendar year. A regular-education teacher who knows the student and can speak to the curriculum, plus the Intervention Specialist, any related service providers, a parent or guardian, and special education coordinator must be present. The regular education teacher's role at the meeting is to discuss the student's test scores and response to interventions; the student's path to the general education curriculum; planning of accommodations and modifications; and to participate in the decision regarding the LRE. The intervention specialist's role is to discuss how the student has progressed since the last IEP meeting; to what extent the student has met benchmarks; the student's test scores and academic gains; and planning accommodations and modifications. The specialist also presents the goals for next year's IEP and participates in the decision regarding the LRE. The related service providers speak to the student's progress toward mastery of the previous year's IEP goals, recommend accommodations and modifications, present goals for the upcoming IEP year, and participate in decisions regarding the LRE. The special education coordinator facilitates the meeting and completes and disseminates the paperwork.

An IEP may be amended at any time, with the consent of the parent or guardian.

Progress monitoring. ReGeneration monitors student progress relative to IEP goals in addition to the schoolwide program of data-driven instruction. Special education teachers make use of Goalbook software to streamline progress monitoring, get feedback on goals and data from the director of specialized services, and to develop IEP report cards to inform parents of student progress.

Interventionists and clinicians are responsible for monitoring data for each student on their

caseload in their respective areas. Progress is monitored at the cadence and in the manner outlined on their IEPs as determined by the team. Each person is responsible for reporting the student's progress on a quarterly basis to the family, although more frequent touch points also occur. If a student exceeds the expectations or is not making progress, the IEP will be amended to better meet the student's needs. A student may only discontinue a particular service if they are evaluated by a psychologist or other clinician to confirm they no longer require those services.

Curriculum and approach to instruction. ReGeneration provides a continuum of services to meet students' needs in the least restrictive environment possible:

- General education class with accommodations and modifications;
- Supplemental resource class; and/or
- General education class with inclusion, partial pull-out, or full-day pull-out.

Instruction is designed to address each student's data-driven IEP goals, leverage the student's identified strengths, and provide support in areas of struggle. This is accomplished through programs such as the Wilson Reading System, as well as modifications to general education lessons.

Budget and Staffing. These services are provided by the special education coordinator/intervention specialist in the school's early years. As enrollment increases, an additional intervention specialist will be added in the 2025–26 school year. As the school gets to full scale, additional intervention specialists will be added. ReGeneration's Chicago campuses have two to four intervention specialists (special education teachers) for each middle school, depending on population size.

ReGeneration typically provides some related services, such as social work and nursing, with full-time staff. Related services, such as speech, occupational, and physical therapies and school psychology are provided via contracted agencies. Budgeting for services is based on IEP minutes. Direct-service minutes, consultation minutes, evaluation time, and meeting time are taken into account when allocating service provider resources.

English-language learners

ReGeneration's core literacy program is based on best practices for both native English speakers and English language learners.

Identification. Each year we conduct an identification process for potential scholars with Limited English Proficiency (LEP) through a Home Language Survey and state-approved English-language proficiency screener. Students demonstrating limited English proficiency on the screener receive additional support and programs to assist in English-language acquisition and the application of language skills.

Plan development. ReGeneration Schools designed its ELL program on the best and most current research on preparing English Language Learners to succeed in and graduate from college. From the English-language proficiency screener/assessment, the ELL coordinator creates a schedule that

can include additional English-language acquisition support as well as native language instruction, where appropriate.

Progress monitoring. English learners are assessed annually with the Ohio English Language Proficiency Assessment in addition to participating in schoolwide data-driven instruction and progress monitoring. Each interim assessment data analysis has a section specifically for analysis and action-planning for specialized populations, including English learners.

Plan design and approach to instruction. ReGeneration serves large numbers of scholars who enter school with below-average vocabulary and pre-reading/reading skills. Therefore, our model provides research-based, universal language support to all scholars.

- *Universal screening and progress monitoring.* Data-driven instruction is a cornerstone of ReGeneration Schools' model. We conduct universal screening and progress monitoring using the tools described in our educational model. Aside from serving as progress-monitoring tools, all of these assessments drive whole-class and small group intervention.
- *Intensive oral and written literacy instruction.* In middle schools, 90—120 minutes of daily literacy instruction includes vocabulary, decoding and fluency, reading comprehension, and writing. Grades five and six have an additional 45—50 minute block of guided reading.
- *Building vocabulary, literacy and writing in the content areas.* All content areas include language support via Teach Like a Champion taxonomy methods. The “Control the Game” technique builds scholars’ reading fluency in the younger grades. The “Accountable Independent Reading” technique builds scholars’ independent reading skills. “Format Matters” helps scholars learn and use specialized academic vocabulary, grammar, and spelling. “Voice” builds speaking skills. We also support language development by explicitly teaching “Habits of Discussion” and sentence stems; using regular “Turn and Talks”; for explicitly teaching reading comprehension strategies; reinforcing skills from reading class with content-area texts; and providing daily writing assignments in math, science and social studies to reinforce academic writing skills.
- *Small-group intervention.* Teachers in all subject areas lead small-group tutoring interventions in response to progress-monitoring data.

Budgeting and staffing. Schools with a significant English learner population have a full-time ELL coordinator/teacher and ELL-certified teachers as needed.

Homeless students

The school social worker serves as the coordinator for homeless-student services. Students are identified from school-registration materials and through relationships with the social worker, office manager, principal, and other school staff. ReGeneration provides a free and appropriate education and connections to appropriate social services for students in temporary living situations.

Gifted and talented students

ReGeneration administers the Northwest Evaluation Association’s Measure of Academic Progress (NWEA MAP) assessment to all students, which is one of Ohio’s approved tests for identifying academic ability. Students performing at or above the ninety-fifth percentile will be identified as

gifted. Students are grouped by prior achievement in classes to differentiate instruction for all learners, including gifted and talented students.

ReGeneration’s founding principal and instructional leaders will select assessments for superior cognitive ability, creative-thinking ability, and visual and performing arts ability in to universally screen students for those areas.

A.7 School mission-specific goals

The academic measures below, which may be changed at the discretion of the school leader or board, are consistent with our college-preparatory mission. If the school meets the targets below, we are confident that we will fulfill our mission.

We have set the following goals to measure how well we fulfill our mission of preparing all students to enter and succeed in college. After at least three years of ReGeneration’s program,

- Ninety percent of eighth graders enroll in a college-preparatory high school;
- Students, on average, outperform the state on the Ohio Achievement Test after three full years in the school;
- Eighty-five percent of students are retained each year; and
- Average daily attendance is ninety-five percent.

To assess progress during the year, we set the following interim assessment goals:

Ohio State Test

After at least three years of ReGeneration's program, students, on average, outperform the state average in:

- English language arts and mathematics in grades five through eight
- Science in grades five and eight

Interim Assessments (IAs)

To assess progress during the year, we set the following interim assessment goals for grades five through eight:

ELA Interim Assessments: Percentage of students exceeding the following cut-scores:

IA Round	Percentage of students above 50%	Percentage of students above 70%	Percentage of students above 84%
ELA IA1	50%	20%	5%

ELA IA2	55%	25%	5%
ELA IA3	60%	30%	10%

Math Interim Assessments: Percentage of students exceeding the following cut-scores:

IA Round	Percentage of students above 50%	Percentage of students above 65%	Percentage of students above 75%
Math IA1	50%	30%	10%
Math IA2	55%	35%	15%
Math IA3	60%	40%	20%

Science and social studies interim assessments, grades five through eight

With 2023–24 as the baseline year, students in each subsequent year will show a five percentage point increase in average score from the previous year. This goal differs from goals in math and English language arts for two reasons. The first is that learning in science and social studies in part relies on student skills in literacy, writing and math, making English language arts and math the first lever of improvement. The second is that ReGeneration has historically not administered its science and social studies interim assessments consistently due to the large amount of testing time needed for required state and local tests in Chicago, including several weeks for Northwest Evaluation Association (NWEA) assessments three times per year. The instructional team determined that it was best to reduce overall time on assessment to preserve learning time. Without the time constraints of mandated NWEA testing three times per year, there will be time to administer science and social studies interims with fidelity.

A.8 School climate and discipline

The ReGeneration team believes that all students have the right to a safe and orderly school. Effective learning cannot occur in an atmosphere of chaos and disorder. Creating an environment of order and structure in which teachers can focus on teaching and students can focus on learning is essential to our ability to deliver on our mission. We therefore hold students to high, clear academic and behavioral expectations, summarized in a Code of Conduct, an agreement between families, students, and the school shared with students and families at multiple points throughout the year to make sure it is understood and to ensure that it stays in the forefront of their minds.

The Code is clear and detailed and includes both positive and negative consequences. Staff will enforce the Code uniformly, even provisions that may seem inconsequential, such as keeping shirts

tucked in. By focusing seriously on rules and behavioral standards in the early grades, we believe we can create an environment conducive to effective learning.

We create structure and order by placing special emphasis on our daily, weekly, and annual rituals. We believe, as does Dr. Lorraine Monroe, the founder of the Frederick Douglass Academy, that such rituals serve the essential purpose of enabling students to “anticipate a routine within the charter school...” and provides students with a sense of safety and the tools they need to succeed in a scholarly environment. Uniformity in practice cuts across our classrooms: Students will know what to expect and how to succeed. They will see the same blackboard configurations, the same organizational structures around homework, and the same writing process in every grade and subject.

ReGeneration Middle School will use a Code of Conduct that pulls relevant middle school sections from the ReGeneration Chicago student and family handbook and the Ohio-specific regulations from ReGeneration Bond Hill Elementary’s Student and Family Handbook.

The purpose of our discipline system is the same as the purpose of our Character and Social-Emotional Learning (SEL) program: To help students move from “behave” to “believe.” Students may begin to behave according to the code of conduct to earn rewards and avoid consequences, but our discipline practices, virtue conversations, and Positivity Project SEL curriculum help students internalize and believe the “why” behind behavior expectations.

ReGeneration’s six virtues—respect, integrity, diligence, responsibility, compassion, and perseverance—form the cornerstone of our school climate. Introduced early in the year through induction, our virtues are reinforced every day, by every adult in the building.

We have a variety of systems and routines that weave virtues into the fabric of the school and that set high expectations for student behavior. Weekly Community Circles celebrate scholars’ academic and character achievements, teacher-led advisories, and a schoolwide behavior management system holds students accountable for demonstrating these virtues. Positivity Project lessons and discussions further build student ownership and agency over their decisions and character.

A.9 Assessments and intervention

Assessments

At ReGeneration, we believe that data is a “super lever” in closing the achievement gap. We invest several full days and several hours per week in developing leaders’ and teachers’ capacity to use data to better understand our progress, what students do and do not understand, and how to adapt our teaching in response to student misconceptions. We use a variety of formative assessment methods to see a full picture of student learning, to ensure students are learning to a college-ready bar of rigor, and to drive instructional decisions.

ReGeneration Schools uses the following interim and formative assessments to gauge student learning and modify instruction:

- **Curriculum-based interim assessments:** We administer and analyze networkwide interim assessments three times a year. Assessments are created by the instructional team that crafts the curriculum. Items are drawn from a variety of item banks and sources, such as Curriculum Associates, Amplify, and teacher-created items, and assess the full range of Common Core standards. After each interim assessment, teachers use networkwide tools adapted from *Driven by Data* by Paul Bambrick-Santoyo (2010) to analyze students' wrong answers to plan full-class reteaching and small-group tutoring.
- **Amplify mCLASS (grades five and six):** Elementary school teachers assess students' literacy, decoding, and comprehension skills on a granular level with Amplify's mCLASS assessment three times per year. Student errors on the assessment are analyzed and used to create detailed guided-reading plans for differentiated, small-group student interventions.
- **Pre-unit math diagnostics:** In response to pandemic learning loss, ReGeneration began administering a math diagnostic before each unit. The diagnostic gauges student mastery of foundational skills needed to access the unit's content. Teachers analyze the data to design and provide just-in-time supports so that all students can learn grade-level content instead of spending large portions of time on remedial content.
- **Power Practice Quizzes:** Approximately biweekly between interim assessments, ReGeneration gives Power Practice Quizzes (PPQs) to assess student progress on foundational standards in math and English language arts. Teachers use these to adapt whole-group instruction and to modify the tutoring groups created after each interim assessment round.
- **Weekly data meetings:** School-based teams review student work weekly using the Leverage Leadership Institute Weekly Data Meeting Protocol. Teachers use the protocol to unpack what each student needs to understand to master the standard(s) being assessed. Principals coach teachers around a response to data that can be implemented immediately and will address a key student misunderstanding.
- **Daily assessment:** The curriculum includes "Exit Tickets" for each lesson that teachers use to inform instruction the next day. Even before the exit ticket, teachers use a variety of checks for understanding so they can adapt instruction in the moment. The greatest lever is aggressive monitoring of student work. Whenever students put pencil to paper, the teacher circulates to every student within a few minutes, pen in hand, to quickly deliver written feedback. The teacher collects data while students work and respond, with re-teaching in the moment.

ReGeneration keeps students and parents informed of assessment data by doing the following:

- Meeting with families in person for at least two formal report card conferences each year to discuss progress. The report cards are handed out in person during these conferences, rather than in advance, to prompt questions and discussion between families and school staff.
- Sending home biweekly or monthly progress reports to families.

- Creating regular events in which families are invited into the school to celebrate student work.
- Holding monthly meetings of “Families for Achievement” and "Parent University" for parents to learn about how to help their students, to connect with and support each other, to support the school in reaching its goals, and to pursue a variety of other means for advancing the school-parent partnership.

Intervention

Data from interim assessments, math pre-unit diagnostics, and Power Practice Quizzes is reported instantly in our Illuminate data assessment system when assessments are administered online, and within forty-eight hours of administration if administered on paper. Literacy benchmark data from mCLASS is available instantly. This is made possible through our data systems and through the relentless work of our data associate and campus operations teams.

Teachers and school leaders meet to review the data and determine what interventions, such as small groups and one-on-one tutoring, may be appropriate. The followup on the data is individualized and designed to improve specific skills that were identified through the assessment process. Teachers are assessed on achieving their growth targets, and their ability to leverage data and effectively intervene with students who may have a deficit in certain skills.

ReGeneration tailors and individualizes instruction to students based on data from interim and formative assessments. As part of our early-release Fridays, teachers identify where students need additional support via individual, small-group, or whole-class additional work.

Teachers differentiate their instruction in response to data in a variety of ways, both to groups and individual students. Teachers ensure that all students’ needs are met through a combination of direct instruction, small-group instruction, and the allocation of individual learning tasks.

In alignment with our college-preparatory mission, students across ability levels learn grade-level objectives in their classes. Individualized instruction should never supplant grade-level content but should support it. In planning, teachers scaffold their lessons by adding more real-world examples to their direct instruction, integrating manipulatives or visuals into guided practice, providing additional word-study opportunities, and explicitly connecting material to students’ prior knowledge. Teachers submit their classwork or assessments to the instructional leader for feedback on the format, design, and accessibility of materials.

For instructional delivery, teachers work with their instructional leader in order to tailor their practice for the students in their classes. Differentiation occurs in all of our classes through teachers’ targeted questioning, to the extent of scripting who they will call on with which questions.

Student promotion and retention

ReGeneration Schools has tough standards for promotion. It is not automatically assumed that students will pass from one grade to the next: the student must earn promotion by demonstrating

mastery of essential knowledge and skills. Students may not be promoted if they are performing significantly below grade-level standards. Promotion decisions will be based on grades, standardized test scores, attendance, homework completion record, and other measures. We will look thoughtfully at test scores, examples of student work, teacher observations, and other measures to make these decisions.

A student may be retained if they miss more than ten days in a school year, have significant behavior problems that result in a lot of missed instruction time, or have persistent trouble completing homework assignments.

Students who have IEPs will be promoted to the next grade based on successful completion of the goals of the IEP; however, students with IEPs who have significant attendance or behavioral problems unrelated to their IEPs may be retained for these reasons.

If a student's academic results place them at risk of retention, the school will begin initial conversations with the student's parents about grade promotion in January. Frequent communication between teachers and families continues after each subsequent interim assessment, ensuring that students and parents remain part of the school community even if they are not promoted. Part of the parent agreement, which is signed at the beginning of each school year, communicates this plan to parents so they know to expect communication from schools regarding their child's promotion status.

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget summary

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

B.2 Financial management

ReGeneration Schools' chief financial officer (CFO) is responsible for establishing the network's fiscal policies, which the school's Governing Authority is expected to review and approve. Though the ReGeneration Schools charter-management organization manages the school's finances, the school's operations leader is an essential part of the following processes.

Cash disbursements

Invoices by mail or email sent to home office:

The following procedures are followed for all invoices received by mail or email at the home office:

1. The CFO opens all mail addressed to accounts payable.
2. The CFO scans all invoices received by mail and downloads all invoices received by email.
3. For home-office invoices, the CFO verifies that goods and services were received with the home office-based staff.
4. The CFO or CFO's designee will code and approve all invoices through Quattro's Check Request form. If a designee codes invoices on the check request, the CFO reviews and approves the check request.
5. The CFO puts all check requests in a weekly accounts-payable batch and sends to Quattro every Wednesday. If any questions arise, the firm sends a list of queries to the CFO to answer.
6. Once all queries are answered, Quattro enters all check requests in the accounting software. This loads into Quattro's payment platform, QPort.
7. The CFO logs into the QPort portal and selects and verifies checks to pay from the home-office account by Friday at 12 p.m.
8. The CEO and chief of staff review all disbursements and initiate stop payments in the event that they are necessary.
9. Quattro receives email notification of the created check batch and prints and mails the checks as directed on the request form.

All checks are printed with appropriate signatures. Paid invoices are stored electronically in the accounting system and in the portal.

Invoices by mail or email sent to campuses:

The following procedures are followed for all invoices received by mail or email at the school campuses:

1. For school-based invoices received at the home office, the CFO will email to school-based directors of operations (DOs) by each Tuesday.
2. The DO opens all mail addressed to director of operations or campus-based accounts payable.
3. The DO scans all invoices received by mail and downloads all invoices received by email, including those from the CFO.
4. For campus-based invoices, the DO verifies that goods and services were received.
5. The DO codes and approves all invoices through Quattro's Check Request form.
6. The DO puts all check requests in a weekly accounts-payable batch and sends to Quattro every Wednesday. If any questions arise, the firm sends a list of queries to the CFO to answer.
7. Once all queries are answered, Quattro enters all check requests in the accounting software. This loads into Quattro's payment platform, QPort.
8. The DO logs into the QPort portal and selects invoices to pay from the campus-based account by 10 a.m. Friday.
9. The DO, CFO, CEO, and chief of staff (COS) receive the list of selected and verified checks to review via email.
10. The CFO logs into the QPort portal and approves payments of the invoices selected from the campus account by noon Friday.
11. Quattro receives email notification of the created check batch and prints and mails the checks as directed on the request form.

ReGeneration Schools maintains two (2) sets of checks. One set is maintained in a locked cabinet in the ReGeneration accounting office. This set is used for invoices that must be paid right away. The other set is maintained at Quattro. A check is generated through the accounting software by Quattro. The CFO applies a digital signature on the checks of the CEO.

The CEO, CFO, and COS are authorized check-signers. Each can individually sign checks for up to \$25,000, although dual signatures are preferred in all cases. Dual signatures are preferred for all checks and required for checks over \$25,000.

Paid invoices are stored electronically in the accounting system. Quattro mails the check for payment to the vendor. The bank statement is reviewed monthly online by the CFO. All bank accounts are reconciled to the general ledger monthly by Quattro and reviewed by the CFO.

Reimbursements

Employee reimbursements are filled out on an official request form and submitted to the CFO with supporting receipts. The expense reimbursement form must be signed by both the employee and the employee's manager. The form details the requestor, the items purchased, and the date and amount of the purchase.

Once approved, an expense reimbursement is added to the weekly accounts-payable batch and sent

to Quattro to go through the check request entry, selection, verification, printing and mailing process. Quattro reviews the form and receipts and calculates mathematical accuracy. DOs must select the expense report for payment in the QPort portal, and the CFO must approve payments for all expense reports before Quattro can print and mail the checks.

Credit card transactions

Senior staff have credit cards, except for the finance staff (CFO and Quattro). On a monthly basis, Quattro downloads credit card activity and distributes it to the CFO for coding and for compiling the associated receipts.

All receipts are scanned and stored with the credit card statements, and Quattro enters them into the general ledger.

Vendors authorized for ACH payments

The following types of transactions/vendors occur through ACH payments:

- Payroll and payroll taxes
- Garnishments, payments to STRS, flexible spending plans, and retirement plans

Invoices and payroll journals are reviewed by the CFO prior to processing. The processed payroll is generated and input into the general ledger. These transactions are reviewed each pay period through bank-reconciliation reports.

Petty cash

ReGeneration eliminated physical petty cash in FY17. The new petty-cash process is as follows:

- CFO purchases one \$500 gift card per campus and distributes to the school-based DO to use for petty-cash expenses only when a purchase order or expense reimbursement is not possible.
- DO maintains all receipts and records all transactions on an official expense report.
- After spending the full gift card, the DO sends the expense report and receipts to the CFO for review and approval.
- The DO may not receive a new gift card without reconciling the previous card.

Financial reporting

ReGeneration uses Microsoft Dynamics GP 2013 to process financial transactions. The modules used in this system are accounts payable, accounts receivable, intercompany, bank, and general ledger. All modules are connected, and as each transaction is posted, it flows through to the general ledger for financial-statement creation. Reports are created as schedules after all balance-sheet accounts are reconciled. We also have a web portal to view details for posted accounts-payable data and income statements.

Internal reports

Weekly

- Cash position

Monthly

- Claim reimbursement
- Balance sheet
- Income statement—budget vs. actual
- Trial balance
- General ledger

Payroll

ReGeneration ensures that all payroll monies paid are accurate and, with proper authorization, disbursed to the parties intended. All payroll disbursements are properly recorded, comply with all laws and applicable tax regulations, and have been properly reconciled.

Annual audits

ReGeneration hires a third party to conduct an annual audit. The auditor is a certified public accountant who audits the financial records in accordance with generally established accounting principles.

Additional financial systems may be developed as directed by the board.

B.3 Transportation, food service, and other partnerships

Transportation

Primary transportation will be provided by students' sending districts, as is legally required. For students who do not qualify or receive transportation as an IEP-related service, ReGeneration will provide a limited amount of transportation through an outside vendor such as AM Lovett, Petermann, Queen City, UTS or FirstStudent. The budget anticipates \$25,000 for transportation in FY24, increased annually for inflation.

Food service

ReGeneration shall provide breakfast, lunch, and snacks for students.

ReGeneration will participate in the Federal Free- and Reduced-Priced breakfast, lunch, and snack programs administered by the U.S. Department of Agriculture, and will adhere to all applicable requirements including, but not limited to: meal pricing, determination of eligibility, nutritional value, and reporting requirements. Food service subsidy revenues received from the federal and state meal programs shall be used exclusively for the purpose of providing meals to eligible students, and for no prohibited purpose.

ReGeneration expects to contract with a vendor for the provision of food services. In addition to considering the vendor Aunty's that serves ReGeneration's Bond Hill Campus, we will undergo a formal request for proposals (RFP) process according to state and federal guidelines. We expect to invite other vendors such as Performance Food Service, Sysco, and Aramark to bid for the food services of both the Bond Hill Campus and the Middle School Campus.

Health services

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

B.4 Insurance

The Board will secure all necessary liability insurance coverage upon execution of this Contract, pursuant to Article III.

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing body

The ReGeneration Schools Middle School Campus plans to have five overlapping board members who will serve concurrently on the board of the ReGeneration Schools Bond Hill Campus and ReGeneration Schools Phoenix Campus to streamline board work and effectively leverage the power of a network of schools.

The board's responsibilities are:

- Hires, evaluates, and, if necessary, fires the principal (though it delegates day-to-day management of the Principal to the Charter Management Organization)
- Hires, evaluates, and, if necessary, fires the Charter Management Organization
- Develops a strategic plan for the school
- Sets policies and ensures that the school adheres to its mission
- Establishes fiscal policy and controls; approves the school's budget; ensures that resources are managed effectively; and approves the school's audit
- Ensures that the school has adequate resources
- Approves and assists with fundraising efforts
- Promotes the school in the community and the media
- Hears complaints
- Maintains legal and ethical integrity and maintains accountability by ensuring that the school follows all appropriate local, state and federal laws, that all personnel and board members adhere to the school's code of ethics, that the board adheres to the bylaws, and that personnel policies are followed
- Nominates, orients, and evaluates its board members
- Assesses its own effectiveness

The board provides an evaluation of the management company annually per the proposed management agreement. The board will consider the management company's performance first and foremost in terms of student performance, then its financial and operational performance.

The board delegates evaluation of the principal to the management organization. Principals undergo a formal midyear evaluation. The evaluation considers student data, the annual school inspection, weekly checkins with the manager, and 360 reviews, if applicable. The midyear evaluation is part of an ongoing cycle of feedback and development that includes formal summer and yearlong professional development, weekly coaching meetings with the superintendent, and an annual school inspection.

C.2 Governing Board composition

The board roster is included in [Exhibit 7](#).

C.3 Management and operation

School staffing

ReGeneration has a dual leadership model. The principal, who is the day-to-day leader, is supported by a director of operations who “blocks and tackles” for the principal and ensures excellence in school operations. This model frees the principal to devote almost all of their time to instruction. A dean of students manages student behavior and culture.

The principal’s primary responsibilities include the following:

- Being accountable for the schools
- Overseeing curriculum and instruction
- Conducting observations of and providing feedback to teachers
- Building positive school culture
- Developing team members
- Managing the dean of students
- Setting the budget with ReGeneration Schools and the board
- Working closely with the board to advance the school’s mission
- Building relationships with the local community

The director of operations’ primary responsibilities include the following:

- Being accountable for all day-to-day operations, including food, transportation, finances, and IT
- Shielding the principal from operations
- Managing logistics and reporting for all state and interim assessments
- Working closely with ReGeneration to manage finance and compliance

The dean of students’ primary responsibilities include the following:

- Strengthening school culture
- Implementing the discipline system
- Building relationships with families through communications and programs

Each subject area teacher lead’s primary responsibilities include the following:

- Conducting observations of and providing feedback to teachers
- Planning lessons
- Facilitating data analysis and department team meetings

Support from ReGeneration Schools

ReGeneration Schools’ home office provides schools with the following support to allow school staff to focus on excellent instruction:

Teaching and learning: Led by the CEO and managing directors, ReGeneration’s home office is responsible for setting network-wide achievement goals and supporting school leaders in reaching those goals. ReGeneration provides a common curriculum, trains principals in the Seven Levers of Leadership and the Teach Like a Champion teaching taxonomy (Lemov 2010). The chief of staff and data associate manage all aspects of ReGeneration’s interim assessment program and

dissemination of data to drive student achievement.

Staff recruitment, human resources, and talent management: Led by the director of talent, the talent team works with school leaders to identify staffing needs and drives the process to recruit, interview and hire highly qualified and talented staff at all levels. The human resources team is also responsible for the administration of benefits, organization of employee records, onboarding of new employees, and monitoring of staff satisfaction and concerns through surveys.

Financial Management: Led by the CFO or Director of Finance, ReGeneration's finance department contracts with a business services firm for financial support. The outsourced financial manager supports all school-level finances to ensure that ReGeneration and its schools have clean audits and meet financial goals. These responsibilities include developing the annual budget for each campus, producing monthly and annual financial statements, running payroll, budgeting, overseeing procurement, and maintaining relationships with banking institutions for financing needs. These services are augmented by the school's Independent Treasurer to ensure propriety on the part of the Charter Management Organization.

Fundraising: ReGeneration assumes responsibility for securing the philanthropy required to scale up schools and secure facilities.

Facilities: The COO works with each school-level Director of Operations to manage and monitor the facilities operations of each school, ensuring campuses are clean and safe. As ReGeneration takes on new schools, the CMO will manage all negotiations of lease or purchase agreements.

Information technology (IT): IT is responsible for addressing all technology needs for its schools, including the student information system (PowerSchool) and troubleshooting and installation and maintenance of software. IT also ensures each ReGeneration campus has the necessary equipment and resources to facilitate learning and administer adaptive progress monitoring.

Compliance: Led by the COO, ReGeneration's home office receives and consolidates all compliance reporting requests to collect requisite data for reporting to ensure that schools are fully compliant with our authorizers and state guidelines and mandates.

Specialized services: Specialized student services are led by the director of specialized services. The team guides ReGeneration practice to accelerate the achievement of students with disabilities, English learners, and other struggling learners and ensures compliance with special education law and policy.

C.3.1 Records

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

Recruitment, selection, and evaluation for all staff

ReGeneration’s director of talent drives a nationwide teacher- and staff-recruitment process. To ensure that ReGeneration recruits an effective teaching staff that is aligned with the school’s mission and culture, ReGeneration Schools pursues the following strategies:

- Attending college career fairs; conducting on-campus interviews and information sessions; hosting webinars and open houses; hosting workshops, panels, and speakers; posting jobs online; and using current staff for referrals
- Partnering with high-quality schools of education, including Historically Black Colleges and Universities, and conducting outreach to education programs at local colleges and universities
- Partnering with Relay Graduate School of Education to recruit aligned and well-trained teachers
- Building close relationships with Teach For America regions to recruit experienced alumni
- Thoroughly tracking data to ensure that recruitment strategies target mission- and culture-aligned candidates

Applicants undergo a rigorous screening and interview process to ensure that ReGeneration teachers are committed to the mission of the school and able to execute the rigorous and ambitious curriculum effectively. The hiring process includes initial resume submission and online application, a phone interview by the ReGeneration CMO, an in-person sample lesson and interview at the school, and reference checks.

ReGeneration uses the following criteria to actively recruit, hire, and make critical decisions about teachers and staff:

- Mastery of subject knowledge and passion for what they teach
- Preferably at least two years of teaching experience in an urban school
- Belief in measuring student performance in meaningful and rigorous ways
- Proven ability to be trained in managing a classroom
- Commitment to preparing every student for college
- Ability to get along with others and work as a team
- An entrepreneurial spirit and approach to teaching and school reform
- Understanding of the importance of a structured academic and behavioral environment
- Understanding of the meaning of high academic and behavioral expectations
- Understanding of the need for extra support for students who need it

Most importantly, ReGeneration hires and retains teachers who create dynamic learning

environments, develop curriculum that targets a variety of learning styles, and, when possible, engage students by including themes relevant to their lives. In addition, teachers undergo a rigorous review process and regular professional development before and during the school year.

Initial orientation, training and development, and performance evaluations

Continuing to identify and develop strong talent among ReGeneration’s teaching faculty is critical to help ensure there is a strong pipeline of talent and leadership who know and are familiar with the school’s systems, its students, and Cincinnati; and to ensure that when a leadership transition occurs, the leadership bench has people who have deliberately been developed to assume these roles; and to continue to provide leadership opportunities to its teachers—not just at the principal level—so that they see the school as a place where they can develop and thus remain committed to Cincinnati in the long term.

For initial orientation and training, teachers and instructional staff begin August 1 with two to three weeks of summer professional development. These sessions enculturate and energize staff around the school mission, vision, and culture. They include content around culturally relevant instruction, student culture and behavior, data-driven instruction, building content knowledge, and internalizing curriculum.

The school-year training and development centers on observation and feedback and on weekly professional development. All staff receive midyear performance evaluations aligned to detailed rubrics.

Retaining high-quality staff

Once we recruit and develop strong talent, we must retain our people by proactively building positive staff culture and offering competitive compensation. The Principal sets the vision for staff culture on Day One of teachers’ summer training, in one of the first sessions. The staff culture lead is a stipend teacher leadership role charged with leading staff culture and “joy initiatives” and events. The principal, staff culture lead, and often a “sunshine committee” make sure there are consistent opportunities for relationship-building, appreciating each other, and having fun among team members. Each ReGeneration school creates staff culture rituals unique to the team; for example, awarding a school mascot each week to a team member who went above and beyond their duties.

School leaders also make sure to “keep an ear to the ground” to identify staff culture challenges and address them early. They do this through informal checkins with staff members and regular staff surveys. With each survey, principals review the school’s bright spots and challenges with staff and lead the team to collaboratively problem-solve areas of challenge. This helps to increase staff ownership over school culture and personal satisfaction.

ReGeneration aims to keep staff compensation close to the Cincinnati Public Schools pay scale. Teachers receive larger salary increases in key transition years: years three and five of teaching. These salary bumps help retain experienced and effective teachers at career inflection points, when we typically see the most attrition.

Benefits and estimated salary ranges

Benefits may include, but not be limited to, the following:

- Medical, dental and vision insurance, with no or low out-of-pocket premiums for employee
- Life and disability insurance
- Employer pension match

C.5 Professional development

Professional development is delivered to all teaching and support staff and differentiated for the different groups based on the topic/objective(s). The general topics for professional development are aligned to network and school-based strategic goals in the realms of:

- Data-driven instruction
- Planning
- Observation and feedback
- Student culture
- Staff culture
- Leadership team development and management

Specific objectives for professional development are determined based on multiple sources of data (including interim assessments, standardized tests, observations, and teacher feedback and requests). Facilitators include network leadership, school principals, school-based leadership (grade-level and department leads), and outside consultants who have demonstrated results.

Professional development objectives are directly aligned with the most important needs of the school at the time of the workshop. The agendas, based on *Leverage Leadership's* "Living the Learning" framework, include activities that are tightly planned and relevant to core objectives. Facilitators are expected to script high-quality discussion questions and provide time for sharing, framing, and application.

ReGeneration releases students early every Friday and holds sacred that time for principal-led professional development. This time is not a weekly "faculty meeting," but is used to strengthen both culture and instruction with hands-on training that sticks. School-based Friday professional development rotates on the following cycle:

- Curriculum unit and lesson intellectual preparation
- Advisory phone calls (time added to address teacher-sustainability feedback)
- Data analysis and action-planning
- Teacher work time (time added to address teacher sustainability feedback)
- Teach Like a Champion taxonomy refreshers, as needed

One professional-development Friday per month is devoted to coaching teachers on internalizing the curriculum because intellectual preparation and lesson delivery make the curriculum come off the page to truly engage students in meaningful, rigorous academics.

Even the strongest principal cannot go it alone. Once a ReGeneration campus has solidified its student culture and has developed several strong teachers, principals begin training a second tier of instructional leaders to expand their impact across the school. ReGeneration Schools offers opportunities for teachers to become grade-level and subject leads and principal fellows. A new partnership with Relay Graduate School of Education allows us to enroll our second-tier leaders in Relay’s Instructional Leader professional-development series and subsidize the cost. We also engage in the following activities with our principals and fellows:

- Professional-development series for principals and fellows on the Seven Levers of Leadership (see Page 2).
- Professional-development intensive on data-driven instruction, observation and feedback, and professional development
- Use school leader–managing director meeting check-in template for weekly CEO/principal meetings
- Co-observe classrooms with every principal and practice, identifying highest-leverage action steps for teacher
- School leaders send video to CEO of one weekly data meeting for feedback

As mentioned above, we lead professional development according to *Leverage Leadership’s* Living the Learning framework:

	Your real objective is determined by what they will practice:
Objective: Do It	<p>Highest leverage—practice the gap: Do the most important skills to increase proficiency</p> <p>Clear and measurable: You can easily evaluate if they have accomplished the objective</p> <p>Doable: You can accomplish the objective in the time you have allotted</p>
	See It: A vision of what “does it”
See It	<p>See the model: Let them see the “Do It” in action (Keep it short! Under five minutes):</p> <ul style="list-style-type: none"> • Video clip of teaching/leading • Movie clip • Written exemplar • Live model (if you don’t have a video/exemplar, model it yourself!) <p>Target their focus: Ask questions <u>before</u> the activity to target what they should see</p> <ul style="list-style-type: none"> • Focus on the positive: Focus question on observing the positive actions • Always visible: Keep questions visible during the “See It” activity
	Name It: Formal language to describe the “Do It”
Name It	<p>Think-pair-share:</p> <ul style="list-style-type: none"> • Give time to reflect (individual), share with partner (turn & talk), and share with large group <p>Prompt—focus on the key parts of the “Name It”:</p> <ul style="list-style-type: none"> • “What happened in (certain part of the teaching video)?” • “Why is that important?” “What’s the purpose of that action?” “What’s the value?” • “What would have happened if we didn’t do that?” <p>Punch it:</p> <ul style="list-style-type: none"> • Wait until the end: Let participants do the cognitive work first, then name it with formal language. “So we’ve come to a core idea . . .”

	<ul style="list-style-type: none"> Limit the words: Keep framework succinct and precise (three to five bullets, one page) Say the key line, pause, then say, “Think about the significance of this.” Then restate.
Do It	Do it: Put it into practice
	<p>Plan before practice:</p> <ul style="list-style-type: none"> Give participants time to script prompts/actions/activities before diving into practice <p>Clear what to do:</p> <ul style="list-style-type: none"> What main participant will do: Time for them to plan/script their actions What the audience will do: cue cards, prepared student work samples What small-group facilitators will do: feedback tips, what to look for (if group is large) <p>Practice:</p> <ul style="list-style-type: none"> Practice the gap: Practice what participants will struggle to master on their own Add complexity (e.g., student noncompliance) <u>after</u> teacher has built muscle memory Monitor the room with exemplar in hand: Identify common errors in implementation <p>Give feedback and do it again:</p> <ul style="list-style-type: none"> Give large-group feedback on common errors; model again if necessary Peer to peer: Use feedback cheatsheet to target feedback Do it again
Reflect	Reflect: Lock in the learning by writing it down
	Brief and written in one place: one to two minutes at a time, embedded throughout the professional development
Repeat the cycle as needed	

C.6 Student recruitment and enrollment

Over the Contract term, ReGeneration projects enrollment as follows.

Projected Enrollment

	Year 1	Year 2	Year 3	Year 4	Year 5
5	31	37	44	51	54
6	30	37	44	51	54
7	30	37	44	50	54
8	30	37	43	50	54
Total	121	148	175	202	216

ReGeneration Schools has extensive experience recruiting students for our schools. We make a concerted effort to recruit marginalized students by locating in neighborhoods that are at least ninety percent low income and people of color. School leaders, the Community Engagement Coordinator and teachers canvass the neighborhood, visit daycares, and attend community events throughout the year to engage the community and reach families who otherwise may not have access to information about high-quality school options in the area. ReGeneration also markets through radio, print media, search ads and social media. However, grassroots engagement and family events have proven to be most effective in Cincinnati over the past several years and will likely remain ReGeneration Middle School’s primary means of outreach.

If ReGeneration is oversubscribed, students are admitted via lottery. The outreach, enrollment, and

lottery processes, which are subject to change at the discretion of the school leader or Governing Authority, is as follows:

- Applications open in the winter, along with a community communication campaign consisting of personalized mailings covering a wide area around the schools, radio, and public transit ads. Applications and marketing materials will be in English and Spanish, the native languages of the majority of English learners in the communities we serve.
- Throughout the spring, school leaders and teachers visit community organizations, churches, daycares, and city programs to engage prospective families. Staff are trained to communicate that ReGeneration is committed to serving ALL students, and we especially welcome students with disabilities and English-language learners.
- The principal holds several open houses in the spring for prospective families.
- The lottery is conducted in the spring. The lottery gives preference to siblings of current students but is otherwise based on a random algorithm.
- Families are notified immediately if they are accepted or if they are placed on the waitlist.
- When seats open, siblings of current students receive first priority. After that, waitlisted families are selected at random to fill seats as they become available.

C.7 Community partnerships

Broad stakeholder support is crucial to a school's launch. We have the support of community leaders and organizations through relationships with ReGeneration Schools' CEO, Stacey Shells Harvey, and through ReGeneration Schools' organizational partnerships. ReGeneration Schools has formal partnerships with Teach for America Ohio and Relay Graduate School of Education to build a robust pipeline of diverse, mission-driven, highly effective teachers and principals.

Accelerate Great Schools has facilitated introductions to local organizations. We are focused on building partnerships with the Queen Cities Foundation for wraparound student services, Price Hill Will for community engagement, the Boys and Girls Club for out-of-school time, and Cincinnati Public Schools, for supporting citywide educational need. A group of Cincinnati Public Schools leaders, board members, partners, and parents visited each of ReGeneration's Chicago schools in September 2018 to experience the school model and provide input on its implementation in Cincinnati's local context.

Accelerate Great Schools facilitated introductions to local organizations when ReGeneration launched its Bond Hill campus, and many of these relationships extend to ReGeneration Middle School. Building on that work, we identified community groups in business, community leadership, education, faith, and social services arenas.

C.8 Parent engagement

ReGeneration is a partnership between the school leaders, teachers, students, and parents. Although the job of making decisions about school policy belongs to the board of trustees and the administration, parent involvement is not only welcome but absolutely necessary for the success of the school. ReGeneration implements the following strategies to engage the community.

Family accountability contract

After being admitted to the school, parents and students are asked (but not required) to sign a family accountability contract and commit to important mutual responsibilities. Parents pledge to be involved in their children's educational experience in a variety of ways.

ReGeneration staff will work to the best of their ability to engage every family in the functions of the school and will, ideally, motivate every family to participate at the level outlined. With persistent phone calls, frequent meetings, and an open, parent-friendly atmosphere, we hope to maximize family support for the program.

Report-card nights and ongoing dialogue about student learning

ReGeneration requires families to pick up report cards in person three or four times per year, at the end of each quarter. On three of those four days and throughout the year as needed, parents and faculty have formal opportunities to discuss students' progress. Because all ReGeneration staff members have a phone and email, communication is frequent.

Open-door policy

Parents can visit the school to see their children's classes in action. Some parents are asked to look in on their children. The parent of a particularly challenging student might be asked to sit in on classes with the child so that the school and family can agree on the nature of the issues.

In addition, at each board meeting, we set aside an open-comment period during which parents and other members of the public and school community can offer comments and statements for consideration. Open comment is at the discretion of the board.

The school's doors are always open to families to meet with the principal and other staff members or to visit their children's classrooms at any time. Surveys are distributed to families to gauge parental satisfaction with the educational program and to give families an opportunity to voice concerns. Families are offered the opportunity to participate in a family-involvement committee that connects parents to school volunteer opportunities, develops programs for middle and high school parents, and sponsors events for the school community. Finally, the school ensures all necessary documents, including an annual report on the state of the school and its progress toward attaining its educational and operational goals, are distributed to parents and families.

Family-involvement committee

Parents are encouraged to participate in the family-involvement committee that meets with the school's principal and/or their designee. The family-involvement committee:

- Connects parents to volunteer opportunities at the school
- Develops programs for middle school parents (e.g., to discuss the transition from elementary school) and high school parents (e.g., to discuss their college/financial-aid options)

- Helps plan events for the entire school community, such as holiday celebrations and potluck dinners

Other parent responsibilities

ReGeneration parents are asked to:

- Call the school office at the start of the day if their child is going to be late or absent
- Reinforce the school's academic and behavioral standards at home
- Establish a daily routine for students and provide a quiet space for students to study\
- Provide positive reinforcement of student progress and success
- Ensure that students complete their homework every night (office staff call each family at home or at work if homework is incomplete or missing)
- Offer input to the school on annual surveys, providing feedback to the school

We know that parents are critical to student success in the classroom, and we engage them before issues arise to minimize challenges and make it easier to work together in the event of difficult circumstances.

Responding to parental complaints

ReGeneration Schools believes that staff members closest to students and parents are best positioned to resolve complaints. Therefore, all issues should be first directed to the teacher via email or phone. If the issue persists or the outcome is unsatisfactory, parents can follow the following communication protocol:

- **Discipline issues:** Teacher ⇒ dean ⇒ director of operations ⇒ principal ⇒ ReGeneration Schools
- **Academic issues:** Teacher ⇒ director of operations ⇒ principal ⇒ ReGeneration Schools
- **After-school activities issues:** After-school activity adviser/teacher ⇒ dean ⇒ director of operations ⇒ principal ⇒ ReGeneration Schools

If student safety or the legality of a situation is in question, school leadership will immediately inform ReGeneration Schools so that appropriate child protective, law enforcement, and/or legal services are involved.

C.9 Means for achieving racial and ethnic balance

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

address the difference, which may include, but not be limited to, a review of enrollment and outreach policies and procedures.

C.10 Disposition of employees

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

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 workers' compensation insurance. Retirement benefits are provided via the STRS or the 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 withdrawal procedures.

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.

The GOVERNING AUTHORITY and SPONSOR further agree that by November 30, 2023, the GOVERNING AUTHORITY and SPONSOR will mutually develop and agree on ambitious but practicable interim academic accountability goals for the 2023-24, 2024-25 and 2025-26 school years, goals that move in stages toward SPONSOR’S Primary academic indicators, and that those interim goals will be incorporated by the GOVERNING AUTHORITY and SPONSOR into this Academic and Organizational Accountability Plan. This Contract shall be amended by March 2024 to include those agreed upon interim academic goals.

The GOVERNING AUTHORITY and SPONSOR further agree that, in school years 2026-27 and 2027-28, the Primary academic indicators, as set forth below, will be used to evaluate School performance and School eligibility for contract renewal.

The GOVERNING AUTHORITY and SPONSOR agree that, except as set forth above, all other Academic and Organizational Accountability Plan measures, including supplemental information, financial measures of success and operations indicators apply for the full term of the contract, July 1, 2023 – June 30, 2028.

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

¹ 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.

VA ²	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%
Early literacy	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: ³ PI	Ranked in the 80th percentile or higher in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom half in PI score
Performance versus local market: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score
Performance vs. 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 vs. statewide charters: VA	Ranked in the 80th percentile or higher in VA score	Ranked in 70th–79th percentile in VA score	Ranked in 50th–69th percentile in VA score	Ranked in bottom half in VA score

Supplemental information (not rated)				
Internal assessments	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice and show continuous improvement	School regularly administers an internal growth assessment and uses the data collected to inform instructional practice	School regularly administers an internal growth assessment	School does not regularly administer an internal growth assessment
Mission-specific goals (section A.7 of this contract)	School has developed mission-specific	School has developed mission-specific	School has developed	School has not developed

² 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.”

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

	goals, regularly analyzes progress in achieving mission-specific goals, and met a majority of those goals.	goals, regularly analyzes progress in achieving mission-specific goals	mission-specific goals	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%–54.9% response rate, and shared the results with the school’s board	School administered the K–2, 3–5 and 6–12 surveys by November 1 and June 1, had a response rate of lower than 39.9% and shared the results with the school’s board
Financial measures of success (current year)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Current ratio of assets to liabilities	Ratio is greater than or equal to 1:1	Ratio is between 1:0 and 1:1; AND one-year trend is positive (current year’s ratio is higher than last year’s)	Ratio is between 0:9 and 1:0 or equals 1:0; OR ratio is between 1:0 and 1:1 AND one-year trend is negative	Ratio is less than or equal to 0:9
Days’ cash	60 or more days’ cash	30– 60 days’ cash	15–30 days; OR 30–60 days’ cash AND one-year trend is negative	Fewer than 15 days’ cash

Current-year enrollment variance ⁴	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Financial measures of success (prior years)	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Multiyear ratio of assets to liabilities ⁵	Ratio is greater than or equal to 1:1 for at least the	Ratio is between 1:0 and 1:1 for at	Ratio is below 1:0 for the most recent year; OR	Ratio is 0:9 or less for the most recent year; OR is

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

⁵ This ratio depicts the relationship between a school’s annual assets and liabilities, covering the last three years, based on the most recently audited financial statements.

	2 most recent years	least the most recent year	below 1:0 in the 2 most previous years out of 3 years	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
Operations/ governance indicators	Exceeds the standard	Meets the standard	Does not meet the standard	Falls far below the standard
Records compliance ⁶	95% or higher	90%–94.9%	75%–89.9%	74.9% or below
Special-education compliance performance indicator score (most recent annual) ⁷	3.75–4.0 points	3.0–3.74 points	1.25–2.99 points	Less than 1.25 points

⁶ Represents the percentage of records reviewed that were accurate and complete during the school year.

⁷ The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special education programs operated by local education agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

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

ReGeneration Middle School
3595 Washington Avenue
Cincinnati, Ohio 45229

IRN number TBD, to begin operations for the 2023-24 academic year.

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

- Certificate of authority of nonprofit status
- Proof of property ownership or property lease
- Certification of teaching staff (completed or in process)
- Affidavit of BCI&I/FBI for all staff (completed or in process)
- Certificate of 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.

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

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

- L. That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of section [3314.03](#) of the Revised Code;
- M. That the school has met all of the sponsor's requirements for opening and any other requirements of the sponsor; and
- N. That for any school that operates using the blended-learning model as defined in section [3301.079](#) of the Revised Code, the sponsor has reviewed the following information submitted by the school:
 - a. An indication of what blended-learning model or models will be used;
 - b. A description of how student instructional needs will be determined and documented;
 - c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
 - d. The school's attendance requirements, including how the school will document participation in learning opportunities;
 - e. A statement describing how student progress will be monitored;
 - f. A statement describing how private student data will be protected; and
 - g. A description of the development activities that will be offered to teachers.

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**ReGeneration Bond Hill Governing Authority**

Name	Role	Term	Address
Laura Moses	Board Member	1 year	3595 Washington Avenue Cincinnati, Ohio 45229
Jamila Hackworth	Chairperson	1 year	3595 Washington Avenue Cincinnati, Ohio 45229
Megan Wallace	Board Member	1 year	3595 Washington Avenue Cincinnati, Ohio 45229
Rosa Blackwell	Board Member	1 year	3595 Washington Avenue Cincinnati, Ohio 45229
Louis Stallworth	Board Member	1 year	3595 Washington Avenue Cincinnati, Ohio 45229

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, statute⁸ states:

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

I acknowledge that no official at ReGeneration Middle School 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.⁹

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.

⁸ ORC § 3314.02 (E)(4).

⁹ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

EXHIBIT 9: FACILITIES ADDENDUM

This exhibit is 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.¹⁰

ReGeneration Middle School owns all Community School furniture, computers, software, equipment, or other personal property.

School-facilities information must include¹¹

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

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

Description of Facility	Property and educational use building located at 3595 Washington Ave., Cincinnati, OH 45229. The 49,000-square-foot facility currently operates as a school.
Annual Costs Associated with Leasing the Facility	FY24: \$ 221,916 FY25: \$ 227,128 FY26: \$ 232,240 FY27: \$ 232,340 FY28: \$ 232,340
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	Lender: Self-Help Federal Credit Union Landlord: Friends of ReGeneration Schools real-estate holding company Self-Help Credit Union has an existing mortgage agreement with Friends of ReGeneration Schools/Fishwick LLC for its ReGeneration Bond Hill facility. ReGeneration Schools CMO also manages ReGeneration Bond Hill and provides back-office services for Friends of ReGeneration Schools/Fishwick LLC

¹⁰ ORC §§ 3314.032 (A)(3) and 3314.0210.

¹¹ ORC § 3314.03 (A)(9).

EXHIBIT 10: BLENDED-LEARNING REQUIREMENTS

If a school operates using the blended-learning model, as defined in ORC § 3301.079, include all of the following information:¹²

- 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

ReGeneration Middle School does not operate using the blended-learning model as defined in ORC § 3301.079.

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¹² ORC § 3314.03 (A)(29).