

# **MASTER CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of Columbus Collegiate Academy -  
Main  
and the Thomas B. Fordham Foundation**

**Dated as of April 26, 2013**

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**COMMUNITY SCHOOL CONTRACT**  
**For**  
**Columbus Collegiate Academy - Main**

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2013, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Columbus Collegiate Academy - Main, located at 1469 E. Main Street Columbus Ohio 43205 (hereinafter the "Community School").

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

**Article I. Purpose**

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

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Ohio Revised Code (the "Code"). Such school shall be a public school, independent of the Columbus City School District and is 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 Community School. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools and the terms of this Contract. The Community School is educating children in grade or age equivalent grade levels 6-8.

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 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, "Columbus Collegiate Academy - Main is sponsored by the Thomas B. Fordham Foundation."

## **Article II. Term**

The term of this Contract shall be for a period of three (3) year(s) commencing July 1, 2013 and ending June 30, 2016 (the "Term"); provided, however, the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

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

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

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of non-renewal 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 February 1 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 non-renewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state. 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 Community School does not intend to renew the Contract with the SPONSOR, 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 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 Section 3314.02 all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity. In accordance with Section 3314.03 of the Code, the Community School agrees that it will remain in good standing as a non-profit, public benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

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

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

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

The GOVERNING AUTHORITY represents that its Commercial General Liability policy expressly covers Corporal Punishment Liability and Athletic Participation Medical Liability. In addition to any existing insurance policies, the GOVERNING AUTHORITY agrees to negotiate in good faith with the SPONSOR to determine the types and amounts of other insurance policies that it shall acquire and maintain in place. At a minimum, however, the GOVERNING AUTHORITY agrees to maintain insurance policies for the following types and amounts of coverage: commercial general liability insurance with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; automobile liability insurance of one million dollars (\$1,000,000); employee dishonesty insurance with limits of five hundred thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of the Community School) with limits of one million dollars (\$1,000,000) each 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, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 16<sup>th</sup> Street, NW, 8<sup>th</sup> Floor, Washington, D.C. 20036 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 2600 Far Hills Avenue, Suite 216, Dayton, OH 45419, Attn: Director of Community School Sponsorship and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

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

records check for the GOVERNING AUTHORITY members shall be provided to the SPONSOR upon request.

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

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

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

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

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 Community School if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall

provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

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

In accordance with Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.6411, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and 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 3365.15, the Governing Authority shall ensure that academically qualified students be permitted to participate in the Seniors to Sophomores program.

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

The GOVERNING AUTHORITY represents that the school director, principal or the superintendent of the Community School, if a member of the GOVERNING AUTHORITY, is a non-voting 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 an annual basis the completed Related Parties 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 Section 3302.04 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, the SPONSOR is not required to take action under Section 3302.04(F) of the Code.

The Community School represents that its name does not violate or infringe upon the intellectual property rights of any third party and has taken appropriate measures to secure the intellectual property rights with respect to its name.

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a 2% sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract, calculated on the total state foundation payment, based upon student enrollment, received by the Community School. The Sponsorship Fee will increase to 2.5% for the remainder of the school year should any of the following events occur:

1. Two consecutive audits demonstrate non-compliance, deficiencies, material weaknesses or any other material findings;
2. Referral of any matters to the Ohio Ethics Commission;
3. Site visit records compliance and Epicenter compliance (accurate/complete and on-time) falls below 79% for the year in any one category of records reviewed;
4. The Community School receives an overall rating of "D" or lower; or
5. 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 30 days after they become due will accrue interest as follows: 30-60 days: 4% on any outstanding principal balance, 61-90 days: 6% on any outstanding principal balance, 90+ days: 8% on any outstanding principal balance. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of total state foundation payment are the state formula amount, disadvantaged pupil impact aid (DPIA), parity aid and special education.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR'S sole discretion. This expressly includes the SPONSOR'S right to access all computer systems and websites hosted by the Ohio Department of Education to the extent such access is necessary to fulfill the SPONSOR'S monitoring obligations as set forth in Code Section 3314.03(D). 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; the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

In accordance with Section 3314.03(A)(23) of the Code, 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(L)(2) of the Code. The GOVERNING AUTHORITY represents that the Educational Plan attached hereto as Exhibit 1, and incorporated by reference as if fully written herein, will lead to attainment of the state and federal law requirements for school performance and the achievement and academic requirements specified in Exhibit 4.

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

**B. Financial Plan:**

In accordance with 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. The GOVERNING

AUTHORITY shall calculate and report the estimated per pupil expenditure amount that will be used for purposes of funding calculations under Section 3314.08 of the Code. This base formula amount for any year shall not exceed the dollar formula amount defined under Section 3317.02 of the Code. The GOVERNING AUTHORITY'S financial plan may also specify, for any year, a percentage figure to be used for reducing the per pupil amount of disadvantaged pupil impact aid the Community School is to receive that year under Section 3314.08 of the Code. Said Financial Plan is attached hereto as Exhibit 2, and is incorporated by reference as if fully written herein.

In accordance with 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 the State.

In accordance with Section 3314.011 of the Code, 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.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports and a reconciliation report for budgeted and actual costs and revenues every month. 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 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 SPONSOR within 2 (two) business days of receipt of the same by the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY will annually conduct an inventory of all assets of the Community School and their value, as of the date the inventory was conducted, and submit a copy of the inventory 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 Ohio Revised 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 any spouse, blood relative or business associate who is an employee of the Community School, any employee of a management organization or a vendor that services the Community School, or any independent contractor servicing the Community School. Servicing the Community School is defined as any work that relates to the educational mission, operations or governance of the Community School. The approved minutes of the GOVERNING AUTHORITY will specifically evidence these recusals and reason therefore.

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

In accordance with 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 in which the Community School is located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Code.

In accordance with Section 3314.03(A)(7) of the Code, 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, which sets forth the ways by which the Community School will achieve racial and ethnic balance reflective of the community it serves.

In accordance with Section 3314.03(A)(6) of the Code, 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 Section 3314.03(A)(16) of the Code, the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event 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 Section 3314.10 of the Code, the GOVERNING AUTHORITY agrees that the employment of teachers and non-teaching 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 said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and 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 the Community School staff in all required training, and (ii) timely response to all information requests related to the sponsorship information management system.

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

The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days that an existing GOVERNING AUTHORITY member resigns or a new GOVERNING AUTHORITY member is appointed.

#### **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 Performance Plan ("Academic and Organizational Performance 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, or any other statutory testing established for Ohio's students. The SPONSOR and GOVERNING AUTHORITY further agree to comply with any and all statutory amendments regarding student

achievement and testing governing community school students as if such amendments were specifically set forth in this Contract.

The GOVERNING AUTHORITY agrees to comply with all requirements of the federal No Child Left Behind Act (“NCLB”), and any amendments or reauthorization thereof, including but not limited to highly qualified teacher, public school choice and supplemental education services requirements, and corrective action and restructuring mandates. The GOVERNING AUTHORITY will provide SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

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

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**

Pursuant to Section 3314.015(B) of the Code, the SPONSOR shall perform its obligations under this Contract 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 laws applicable to the school 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 at least once during the Contract term; (3) report, by November 30, the results of the evaluation conducted under division (D)(2) of this section to the 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 laws applicable to the school 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 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 Community 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 the Community School experiences financial difficulties or closes prior to the end of a school year.

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, etc.) offered by the SPONSOR or any affiliate of the SPONSOR.

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

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

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

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 appropriate public education to such qualified handicapped person.

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

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

**Article VI. Site Visits**

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

**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, and 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 or 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 lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may, after consultation with the GOVERNING AUTHORITY of a Community School under its sponsorship, declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled 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 has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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



may be terminated or operations of the Community 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 and, if the SPONSOR at any time finds that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the satisfaction of the SPONSOR, the SPONSOR may take further action under Section 3314.073, including taking over the operation of the Community School, or suspending the operation of the Community School.

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

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article VIII 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, then 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 the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract;

3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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

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

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

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

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

In accordance with Article X of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Community School.

### **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, 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 the first day of February in the year in which the SPONSOR intends to terminate this Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate a Community School, or the Community School has lost more than fifty percent (50%) of its student enrollment from the previous school year;
7. The Community School defaults on 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; or
10. Other good cause.

The notice shall include the reason for the proposed termination of the Contract 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 non-renewal 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, or if the SPONSOR'S decision is appealed to the State Board of Education (the "State Board"), and the State Board affirms that decision, the date established in the resolution of the State Board affirming the SPONSOR'S decision.

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, termination or nonrenewal of the Contract.

#### **Article XI. Contract Termination Contingencies**

If the Community School (i) permanently closes and ceases its operation or (ii) closes and ceases to operate, 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.

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 the Community School's 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 and 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 records of the Community School, including student records, (iii) provide the means and capability to access records of the Community School, 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 the records of the Community School, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all records of the Community School, 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 records of the Community School, including the student records which are within the SPONSOR'S possession; provided that in performing the GOVERNING AUTHORITY's statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the Community 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.

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

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

### **Article XIV. Assignment**

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

#### **Article XV. Amendments or Modifications**

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. No Child Left Behind**

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 No Child Left Behind Act of 2001 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 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, 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, national origin, sex, age or disability.

#### **Article XX. Entire Agreement**

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

**Article XXI. Notice**

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

If to the GOVERNING AUTHORITY:

Governing Authority  
Columbus Collegiate Academy – Main  
1468 E. Main Street  
Columbus, OH 43205  
Attn. Mr. Andrew Boy

Copies to:

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If to the SPONSOR:

The Thomas B. Fordham Foundation  
1016 16th Street, N.W., 8th Floor  
Washington, D.C. 20036  
Attn. Chester E. Finn, Jr.

Copies to:

The Thomas B. Fordham Foundation  
2600 Far Hills Avenue, Suite 216  
Dayton, Ohio 45419  
Attn. Director of Community School Sponsorship

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

#### **Article XXII. Non-Waiver**

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 which are beyond the control of the parties, which 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. Non-Agency**

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**

By: Michael J. Petrilli

Michael J. Petrilli  
Executive Vice President

DATE: May 23, 2013

**THE GOVERNING AUTHORITY OF**

BY: John Z. Slomsky

Governing Board Representative

DATE: 5/17/13

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## **EXHIBIT 1: EDUCATION PLAN**

## **EXHIBIT 1: EDUCATION PLAN**

### **A.1 Mission**

Columbus Collegiate Academy – Main Street prepares middle school students to achieve academic excellence and become citizens of integrity. High expectations for scholarship and behavior and an achievement-oriented school culture ensure all students are equipped to enter, succeed in, and graduate from the most demanding high schools and colleges.

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

Each morning, a Columbus Collegiate Academy (CCA) student is greeted at the door of her school by a firm handshake and warm greeting from a staff of dedicated educators, fiercely committed to doing whatever is necessary to hold her accountable to the highest standards of academic excellence. She is one of several hundred exceptional children within the United Schools Network - exceptional not for their privilege or life circumstances, but rather for their unusual hard work, incomparable respect for themselves and others, and the unwavering high standards they experience inside of the school's doors. This young student, along with all of her schoolmates at CCA, participates in a day of non-stop learning, where not a moment of precious time is wasted from the study of reading, writing, mathematics, history and science. In each class, she is reminded constantly of the exciting goal and the transparent expectation – that she acquire the skills and knowledge that will enable her to attend one of the nation's strongest high schools and then enter college.

This student is reminded of such rigorous accountability during each of her regular, comprehensive assessments. Designed as intermediate measures that replicate the state Ohio Achievement Assessments, these tests give this student, her teachers, and her family immediate, clear feedback on where she has excelled in her study of the core academic subjects, and also where more diligence is required. She understands, as she has in each of her years here, that unsatisfactory scores on any of these tests lead to afternoon study sessions where her teachers painstakingly review material with her, while proficient scores lead to afternoons participating in elective courses of her choice, covering such subjects as poetry, fencing, drama, and music. These assessments do not bring feelings of regret or shame; they are simply honest evaluations of her skills and knowledge, delivered with the assured confidence of teachers who demand and guarantee excellence.

This student knows that she is also accountable to her peers for her learning. Today, she is one of several students presenting their learning of the Periodic Table of the Elements from a recent chemistry unit to the entire student body at the Friday afternoon Celebration. In the week of preparation, she has mastered an important synthesis of science, public speaking, and advocacy skills that such a presentation demands. The accountability she feels toward her peers is reflective of her accountability to her school community, and ultimately, of her accountability to herself for her success.

This student and her parents, who visit the school each trimester for conferences and to attend Celebration, have chosen this school of uncompromising excellence for its academic rigor, safety, and warmth. Here, intelligence is celebrated, collaboration praised, and students inspired to work harder, achieve more, and seize complete control of their academic futures, whatever

their personal circumstances. Since the moment this student set foot in the school, she has known that the faculty will challenge her to the highest level of academic performance and that she will leave fully prepared for outstanding college-preparatory high schools.

This is the vision of life for a student at Columbus Collegiate Academy. Unfortunately, this is reality for few teenagers on the Near Eastside and nearby neighborhoods. Current performance data indicate that few students in this area learn and master essential skills of reading, writing, and mathematics, and many students struggle with poverty which only makes an excellent education all the more critical. At nearby Champion Middle School, for example, 98.6 percent of its students are economically disadvantaged and only 37 percent leave the school proficient in reading, 32 percent leave the school proficient in math, and 21 percent leave the school proficient in science.<sup>1</sup>

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

The central focus of our educational program is college preparation. All children should be expected to achieve success in school and be prepared to achieve success in college.

Our mission requires that we develop in all students the foundational skills, core content knowledge, critical-thinking ability, and personal characteristics necessary to succeed in demanding high schools on their way to college. We can only accomplish this through a highly structured and disciplined environment in which rigorous instruction drives every classroom and frequent assessments allow us to ensure every student is receiving the ongoing academic support necessary for success. Our educational philosophy and program are built on four core values.

*Core Value 1: All students have the ability to achieve academic excellence.*

We understand that many students will enter Columbus Collegiate two to three grade levels behind. It is our duty to provide the expectations, structures, and support that will allow them to efficiently and effectively strengthen any academic weaknesses and advance forward.

The *expectations* we provide: all students are college bound - every one. We expect students to behave well and work hard. We expect students, families and staff to be accountable to each other for maintaining high expectations. All members of the school community sign a contract of commitment, a pledge to do all in their power and whatever is necessary to achieve academic success. We expect families to attend annual family orientations and participate in parent conferences throughout the year. Progress reports are distributed three times each trimester and report cards are issued at the end of each trimester. We expect students to arrive at school on time, attend classes prepared to work and learn, and complete homework assignments thoughtfully, carefully, and on time. We expect teachers to raise the bar by developing lessons that reflect passion for and knowledge of their subject, assign work that is challenging and engaging, and assess student progress thoughtfully, fairly, and regularly.

The *structures* we provide: students participate in a highly disciplined school environment based upon respect and accountability for one's actions, participate in an extended school day, high school and college visits, and complete challenging homework every night.

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<sup>1</sup> Test results are the preliminary numbers released by the Ohio Department of Education for the 2012 OAA.

The *supports* we provide: all students receive at least 100 minutes of literacy and 100 minutes of math instruction (6<sup>th</sup> and 7<sup>th</sup> grade), tutoring sessions, and Homework Center daily.

*Core Value 2: All students thrive in a highly disciplined school environment.*

*“You have to build the culture first or you will never get to the academics.” - Dr. Howard Fuller<sup>2</sup>*

A highly disciplined school environment allows students to learn and teachers to teach. It is our responsibility to implement a culture of discipline, respect, and hard work every minute of every day. School staff members explicitly teach values like teamwork, respect, and effort. The school culture makes it “cool” to do well – and to help others. Columbus Collegiate has clear, high expectations for student conduct and a strict discipline policy. Through clear rules and constant positive reinforcement, all Columbus Collegiate students learn to take responsibility for themselves, their school, and their community. Older students are expected to provide leadership to their younger peers by modeling hard work and respectful behavior.

*Core Value 3: All students must be prepared to excel in demanding high schools on their way to selective colleges.*

*“No excuses. That is the message that superb schools deliver to their students. And that is the message that schools (and school board members) need to hear. Sure, some kids are easier to teach than others. But dysfunctional families and poverty are no excuse for widespread, chronic educational failure.”*

– Abigail and Stephan Thernstrom<sup>3</sup>

Many of our students will be the first members of their families to attend college, and so the path to higher education will be a long and strenuous climb. A school can encourage, cajole, and prepare a student academically, but ultimately success relies on a student’s internal belief in and commitment to his or her own success. To place our students firmly on the long climb to college, we explicitly and pro-actively instill perseverance and courage in each of our students. In order to fulfill our long-term goal of having students enter and succeed in demanding high schools and colleges, we inculcate commitments to enthusiasm, hard work, and achievement with no excuses. Students who attend Columbus Collegiate have many opportunities to visit and experience demanding high schools and colleges first hand. Each trimester, students will visit top high schools and colleges during which they will observe and experience these environments.

*Core Value 4: All students deserve outstanding teachers that produce outstanding results.*

*“The best teachers stand for a set of principles on which they will not compromise.”*

- Rafe Esquith<sup>4</sup>

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<sup>2</sup> Presentation by Dr. Howard Fuller at Building Excellent Schools on 11/18/06.

<sup>3</sup> Thernstrom, Abigail and Thernstrom, Stephan. *No Excuses: Closing the Racial Gap in Learning*. New York: Simon & Schuster, 2003. 43.

<sup>4</sup> Esquith, Rafe. *There are No Shortcuts*. New York: Anchor Books, 2004. 47.



Teachers' attitudes and actions critically influence student performance. A teacher who moves too quickly through curriculum, or who ignores the needs of a struggling student, shows favoritism to another, or complete apathy towards the subject material diminishes the possibility of success for many of his/her students. Outstanding teachers have an uncompromising desire to see their students excel, challenge all of his/her students to do their best, learn the most, and see the world through new eyes. Outstanding teachers have mastery in and passion for their content areas and instill such passion in their students, and they are prepared with strong lessons every day and with frequent assessments to ensure they have a close and clear understanding of what their students are learning. These are the teachers Columbus Collegiate recruits.

Experience with educating students in high-poverty environments and a track record of successful, measurable results in the classroom will be key characteristics our teachers must possess. A belief that every student can learn, and that standards-driven lessons and assessments are supportive of learning are also key. The ideal candidate will be willing to work hard to give students discipline, boundaries, and challenges, and to work as a member of a mission-driven team relentless about academic results.

Columbus Collegiate supports its teachers in many ways. Teachers are trained during a four-week summer institute prior to the start of the school year. Professional development time is a part of the school's annual schedule. Meetings between the School Director and teachers are held regularly to exchange ideas, concerns, and supports. Collaborative subject area teams have daily opportunities to observe and learn from their colleagues. Two periods of planning time have been incorporated into each teacher's daily schedule. All staff members have the professional supplies and resources necessary to challenge the students and themselves.

Columbus Collegiate teachers will use materials demonstrating success with similar populations. We will never use any one instructional approach in isolation, as we believe it is important to encourage teachers to devise the most comprehensive methods to deliver the best educational outcomes for students. Curriculum will be standards-driven, and we will ensure that all students meet specific national, state, and school standards required before progressing into higher grades. We believe that standards provide a clear and useful framework by which to measure real student progress and hold teachers accountable for student performance.

A future of academic success that includes college cannot be built on a weak foundation. A strong foundation is one that is built upon well-developed skills in literacy and mathematics. As E.D. Hirsch points out in *The Schools We Need and Why We Don't Have Them*, "The ability to learn something new depends on an ability to accommodate the new thing to the already known."<sup>5</sup> In order to do more advanced work, students must have skills and content "already known," and to achieve mastery students must be given rigorous instruction and mandatory supports to develop that skill and knowledge base. The road to college and the higher-level thinking that college will require begins with the ability to read well, write well, and compute accurately. We build this foundation through the implementation of our instructional strategies and core beliefs, all of which are supported by the practice of high performing urban charter schools that inspire our school design. Our instructional strategies are outlined below:

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<sup>5</sup> E.D. Hirsch. *The Schools We Need and Why We Don't Have Them*. New York: Anchor Books, 2003.

- *Consistent School-wide Approach to Classroom Instruction:* All classrooms are structured through the common use of the Universal Blackboard System (UBS), with Do Now/AIM/Agenda/HW, classroom procedures for notebooks and classroom supplies, and instruction that follows the “I do, we do, you do” approach. The UBS, inspired and guided by the work of noted urban educator Dr. Lorraine Monroe, is shown to lead to greater efficiency as all lessons are sharply focused on a clear, standard-driven aim and the entire class hour is planned out in the agenda. Students will benefit from the teacher’s direct instruction (“I do”), group practice guided by the teacher (“we do”), and individual opportunity to practice, apply, and master the skill and content of the class (“you do”).
- *Standards-Based Instruction:* Our educational goals at each grade level are clear and ambitious because we use Ohio and Common Core standards as our foundation and standards-driven assessments as our benchmarks.
- *Flexible Ability Groupings:* Instructional supports and strategies will be most effective through the use of Flexible Ability Groupings in the core subjects of English and math. Students will be responsible for mastery of the same concepts and will be required to take the same internal and external assessments regardless of grouping. Using differentiated instructional strategies, teachers will maximize the learning of all students.<sup>6</sup>
- *Data-Driven:* In order to be academically competitive, our students must be able to excel above their local, state and national peers. We have created and implemented end-of-trimester, standards-based assessments to ensure students are reaching those expectations. This enables us to effectively address student deficiencies within the extended day supports and to adjust classroom instruction and materials as needed. This data-driven approach has proven an invaluable tool in many of the highest performing middle and high schools throughout the country and is a critical component of our school design.
- *Constant Support - No Excuses:* In addition to the instruction that teachers deliver in their classrooms, Homework Center and tutoring will provide additional time to ensure students master the material and meet the school’s high expectations.
- *Working with a Sense of Urgency:* Teachers and administrators must always maintain a high level of urgency. The school must be filled with a sense of immediacy, particularly with a middle school population that is challenged to remediate two or three years of skill and content acquisition within the first year. Therefore, teachers will not waste a minute of instructional time. From the time the second class begins, they start a Do Now, flow right into the lesson, and work until it is time for the next class to begin.

As part of our planning process, we continue to travel across the country visiting high performing urban public schools. We continue to meet with school leaders and closely examine the best practices, systems and structures that lead to strong student achievement with similar

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<sup>6</sup> This approach is modeled after that at Roxbury Preparatory Charter School. For more detail please see [www.roxburyprep.org](http://www.roxburyprep.org).

student populations. We continue to take what we learn and incorporate it strategically into our school design. We only plan to use methods that have proven successful and are supported by ample evidence of positive achievement outcomes for urban children.

## **A.2 Geographic Boundaries; Racial & Ethnic Balance Reflective of Community Served**

There continues to be a compelling need for a highly structured, college preparatory middle school on the eastside of Columbus. Students that attend Columbus Collegiate Academy most often would have been assigned to one of eight Columbus City middle school programs including: Buckeye Middle School, Champion Middle School, Johnson Park Middle School, Linden-McKinley STEM 7-12, Medina Middle School, Sherwood Middle School, Woodward Park Middle School, and Yorktown Middle School. Of these options, four are in Academic Emergency, two are in Academic Watch, and two are in Continuous Improvement.

Columbus Collegiate Academy accepts all grade-level eligible students from within Columbus' geographic boundaries; however we target our enrollment strategies to students in low-income communities on the eastside of Columbus. These areas, and particularly those students that live in the Near East Area neighborhoods, comprise the majority of the current student body. A number of recruitment strategies such as direct mail and door-to-door campaigns allow us to market to these families. Given the nature of our school design and local needs, we anticipate that each year we may also draw students from contiguous school districts including Whitehall, Gahanna Jefferson, Groveport-Madison, Reynoldsburg, and Westerville. The geographic boundary for student busing is the Columbus City Schools district boundary.

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

The mission of Columbus Collegiate is to prepare middle school students to achieve academic excellence and to ensure all students are equipped to enter, succeed in, and graduate from the most demanding high schools and colleges. The most important component of this mission is academic preparation. Regardless of their level of proficiency upon entrance, students must complete the 8th grade ready to enter 9th grade programs which have an advanced college-preparatory curriculum. Certain exit outcomes reflect this preparation, such as the reading and comprehension of classical texts from different cultures, effective writing of all varieties of 5-paragraph essays, completion of a comprehensive 8th grade Algebra Course, exposure to high school level science curricula in the 8th grade, mastery of a broad history curriculum and completion of a high-quality 10-page research paper.

Academic achievement in core academic subjects is the primary vehicle by which we accomplish the mission of Columbus Collegiate. As a result, the schedule and entire program structure are designed to promote maximum success in these courses. All students will take reading, writing, math, science, and history every day. In the 6th and 7th grade, students will take double blocks of math in addition to the already doubled program of reading and writing in place of a conventional English class.

At Columbus Collegiate, we believe in using the Common Core and Ohio state standards as a template for designing specific internal standards that clearly identify exactly what our students should know and be able to do, based on the expectations of state and national standards organizations, and our own faculty. Teachers use a detailed item-analysis process of

assessments, including released Common Core and OAA items to identify precise skills and content that students need for success. Columbus Collegiate standards are created by blending Common Core and Ohio standards with these skills and content. From these standards, teachers plan learning activities and plan how they will assess mastery of each standard. Teachers develop unit and trimester assessments before the school year starts, guaranteeing a high degree of accountability to teaching the necessary material. Standards are written during a four-week summer institute for teachers and these standards will be reviewed by the School Director.

Currently, Ohio is in a state of transition from using its own standards to using the Common Core Standards. Columbus Collegiate has chosen to begin using the Common Core Standards for the 2012-2013 school year in anticipation of all schools in Ohio being required to use these standards by the 2013-2014 school year. However, the Common Core standards have not been written in all subject areas. The chart on the next page outlines the standards that are used for each subject-area and is used as a resource with teachers when planning curricula.

	<b><i>Source and Link</i></b>	<b><i>Key Information</i></b>
<b><i>Reading</i></b>	Common Core Standards <a href="http://www.corestandards.org/the-standards/english-language-arts-standards">http://www.corestandards.org/the-standards/english-language-arts-standards</a>	There are 6, 7, and 8thgrade standards in each of the following areas: Literature, Informational Text, Writing, Speaking and Listening, and Language. There is also a standard that addresses the Range, Quality, and Complexity of texts used in class.
<b><i>Writing</i></b>	Common Core Standards <a href="http://www.corestandards.org/the-standards/english-language-arts-standards">http://www.corestandards.org/the-standards/english-language-arts-standards</a>	
<b><i>Math</i></b>	Common Core Standards <a href="http://www.corestandards.org/the-standards/mathematics">http://www.corestandards.org/the-standards/mathematics</a>	The strands in 6thand 7thgrade differ slightly from the 8thgrade strands. There is also a separate set of standards for Algebra.
<b><i>Science</i></b>	College and Career (Ohio Revised) Standards in Science -Go to the Academic Content Standards page on the ODE website.	The revised standards and model curricula are in one document.
	Common Core Grades 6-12 Literacy in Science and Technical Subjects <a href="http://www.corestandards.org/the-standards/english-language-arts-standards">http://www.corestandards.org/the-standards/english-language-arts-standards</a>	These standards relate to literacy skills in science and not content standards.
<b><i>Social Studies/ History</i></b>	College and Career (Ohio Revised) Standards in Social Studies -Go to the Academic Content Standards page on the ODE website.	We structure our 6thgrade social studies class differently than the revised Ohio standards to account for the vast knowledge gaps with which most students enter CCA. In addition to the revised standards, there is also a

	<p>Common Core Grades 6-12 Literacy in History/Social Studies</p> <p><a href="http://www.corestandards.org/the-standards/english-language-arts-standards">http://www.corestandards.org/the-standards/english-language-arts-standards</a></p>	<p>link for Model Curriculum at each grade level that has content elaborations and links to instructional resources that will be helpful when unit planning.</p> <p>These standards relate to literacy skills in history/social studies and not content standards.</p>
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To ensure that our standards are challenging and content-rich, Columbus Collegiate consults with other high performing charter schools in Ohio and around the country. This will allow Columbus Collegiate to develop content and performance standards that lay a solid foundation to prepare all students to excel in high school and college.

All of the curricular standards for Columbus Collegiate are directly aligned with the Common Core and/or Ohio Academic Content Standards. Where necessary for college preparation, Columbus Collegiate curricula will exceed these standards in a manner that is age-appropriate and simultaneously ensures the mastery of basic skills. For example, all Columbus Collegiate students complete Algebra by the 8th grade, a 9th grade requirement according to many district guidelines. More instructional time and a focused, accountable school culture allow for this intensified pace.

Columbus Collegiate Academy has adopted the curriculum development process designed by current School Director John A. Dues. Through this process, teachers use state tests, state standards (from Ohio and other states), and national curricular resources to develop standards for each course. From these standards, teachers complete Understanding by Design Unit Plans for each course. These include student learning goals for each standard, teaching activities to reach these standards, and assessments (both questions and full assessments). Using these assessment questions, teachers create Trimester Comprehensive Exams for every class, all before the start of school.

The process, used since the school's inception, has demonstrated excellent results. In 2012, on the state assessment (OAA) Columbus Collegiate was the highest-performing public middle school in Columbus despite serving a higher population of economically disadvantaged students than other Columbus schools in the top tier. 100 percent of students scored proficient or higher on the 8th grade reading test, higher than the average for students in Columbus City Schools by 38 points. 100 percent of students scored proficient or higher on the 8th grade math test, higher than the average for students in Columbus City Schools by 47 points. 90 percent of students scored proficient or higher on the 8th grade science test, higher than the average for students in Columbus City Schools by 48 points.

The student population at Columbus Collegiate is 70% African-American, 22% Hispanic, and 89% economically disadvantaged. The results described above have been achieved with this population and the success is evenly distributed, meaning that students of color and economically

disadvantaged students have achieved comparable gains to the population as a whole. Such achievement has made Columbus Collegiate one of the most effective charter schools in the nation at bringing low-performing students of color to high levels of academic success.<sup>7</sup>

Members of the Founding Board of Columbus Collegiate have studied and evaluated the curricular programs of many high-performing charter schools across the country. Without exception, the very highest performing schools serving urban students use an assessment and curricular design program similar to this one.

To accompany this standards-based curriculum planning process, Columbus Collegiate faculty has access to nationally-recognized curricula for use in developing the teaching activities portion of the unit plan. These curricula are listed in the subject-specific sections of this narrative.

### *Reading*

Reading proficiency is essential to the mastery of all academic subjects. Students of Columbus Collegiate must graduate reading at or above grade level in order to be successful in high school and college. Throughout their education, students will read classical texts from diverse cultures in fiction, non-fiction, and poetry. Teachers will develop unit plans based on the skill level of their students, including grade-appropriate novels, poetry, short stories, and regular assessment of reading comprehension skills. In the 6th grade, students will receive intensive phonics and phonemic awareness instruction to meet the needs of students who are reading below grade level.

To ensure teaching activities are consistent with best practices for reading instruction, Columbus Collegiate teachers use the Holt sequence *Elements of Literature*. Using these textbooks alongside of the unit planning process ensures an effective, standards-based approach to reading.

### *Writing*

Written expression is closely linked with success in college-preparatory high schools and higher education. Students master the writing of five-paragraph essays in all five genres: expository, narrative, persuasive, literary response, and correspondence. Students also master grammar and mechanics.

Teachers develop Columbus Collegiate standards for writing using the Common Core Standards and the item-analysis of nationally-recognized writing tests described at the beginning of this section. To generate teaching activities, teachers use a wide-range of curriculum resources. These resources include Prentice Hall's writing and grammar textbook series *Communication in Action*, Longman's *Along These Lines: Writing Paragraphs and Essays*, and Sadlier-Oxford's vocabulary workshop textbooks.

### *Mathematics*

Algebra mastery has been called the next gateway of civil rights. "Without these skills [of algebra] children will be tracked into an economic underclass."<sup>8</sup> Columbus Collegiate students will ALL master algebra in the 8th grade. This goal requires a 7th grade Pre-Algebra course for

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<sup>7</sup> [http://www.nlms.org/documents/epic/2010-2011\\_EPIC\\_Charter\\_Schools\\_and\\_Winners.pdf](http://www.nlms.org/documents/epic/2010-2011_EPIC_Charter_Schools_and_Winners.pdf)

<sup>8</sup> [www.algebra.org/apinfo/welcome2.html](http://www.algebra.org/apinfo/welcome2.html). "Excerpts from Remarks on the Struggle for Citizenship and Math/Sciences Literacy," by Robert P. Moses, *Journal of Mathematical Behavior* 13, 107-111 (1994).

all students and intensive 6th grade courses in general mathematics. Such a program prepares students for a college-preparatory high school curriculum that includes calculus by 12th grade.

Standards for each year of the mathematics curriculum have been developed using the Common Core Standards and the item-analysis of assessments. To ensure teaching activities are consistent with best practices for math instruction, Columbus Collegiate teachers will use the Holt sequence of mathematics textbooks, including Courses 1, 2, and 3 as appropriate, Pre-Algebra, and Algebra. These texts are fully aligned with the Common Core standards. Using these textbooks alongside of the unit planning process ensures an effective, standards-based approach to mathematics.

### *Science*

Our science instruction develops mastery of core vocabulary and conceptual knowledge, supplemented with the application of scientific principles in laboratory settings. As outlined in the Ohio Revised Standards, students at each grade level study the Earth and Space Sciences, Life Science, Physical Science, Science and Technology, Scientific Inquiry, and Scientific Ways of Knowing. There is also a focus on literacy skills within science as outlined by the Common Core Grades 6-12 Literacy in Science and Technical Subjects Standards.

Along with standards-driven science curriculum developed under the leadership of the School Director, we will also draw strategically from the FOSS program. Research has shown that “the best way for students to appreciate the scientific enterprise, learn important scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiries, investigations, and analyses.”<sup>9</sup> The FOSS program engages students in these processes as they explore the natural world and has had tremendous results with students in diverse and underserved communities.<sup>10</sup> It guides students through intensive reading and hands-on interaction with scientific ideas and concepts. Where there are gaps in the FOSS program in relation to Columbus Collegiate and state standards, teachers will supplement the curriculum as appropriate.

### *History*

To ensure that Columbus Collegiate graduates have the critical research, thinking, and writing skills necessary for high school history, all students study a wide range of historical content and research. The sequence of courses include Regions and People of the Eastern Hemisphere in 6th grade, World Studies from 750 B.C. to 1600 A.D.: Ancient Greece to the First Global Age in the 7th grade, and U.S. Studies from 1492 to 1877: Exploration through Reconstruction in the 8th grade. This sequence aligns with that of the Ohio Revised Standards. There is also a focus on literacy in history as outlined in the Common Core Grades 6-12 Literacy in History/Social Studies Standards. In addition, all students will research, write, and orally present a ten-page thesis paper in the 8th grade.

### *Physical Education*

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<sup>9</sup> Shamansky, J.A., Hedges, L., Woodworth, G., (1990), “A Reassessment of the Effects of Inquiry-Based Science Curricula of the 60’s on Student Performance,” *Journal of Research on Science Teaching*, 27(2): 127-144.

<sup>10</sup> Klentschy, M., Garrison, L., and Amaral, O., “Four-Year Comparison of Student Achievement Data 1995-1999,” Valle Imperial Project in Science (VIPS): National Science Foundation Grant #ESI-9731274.

Our physical education program is designed to keep students active, fit, and healthy. It will also be used as a time to reinforce the school's culture. Students will be encouraged to participate in group activities, try new sports, and challenge themselves. Columbus Collegiate's standards will be aligned with state and national standards.

### *College Preparation*

Integrated within our curriculum is a strong focus on college preparation. The Founding Board understands that even with the most rigorous academic curriculum, there are practical concerns that must be addressed before entering college. Therefore, beginning in the 6th grade, students have college preparation curriculum interwoven into their college visits to address practical concerns like entrance requirements or expectations of their dream schools, scholarship information, geographical location of their potential schools, majors and minors offered at different locations, and college graduation requirements.<sup>11</sup> This practical knowledge allows students and families to plan accordingly as they prepare for college. A team of staff members run the High School Placement program whose primary focus is to do the following: facilitate the incorporation of high school and college readiness skills and methods into classrooms; support the high school admission process; and over time, support our alumni and create a strong alumni network. This team facilitates school-wide professional development on how to talk about college and excite students about college in every class. They work closely with individual students and families throughout the high school application process, develop relationships with a variety of high schools, and with our returning alumni, support the college application process as needed. We believe that this program is pivotal in our ability to reach our goal of sending all students to demanding high schools and colleges.

### *Community Celebration*

Community Celebration is held on Fridays when the school meets as a whole and highlights successes and challenges within the school environment. The meetings are led by faculty and staff but also provide leadership opportunities for students. During Community Celebration, individual students and classes are rewarded for their accomplishments throughout the week.

### *Enrichment*

After the academic day, students are able to participate in Enrichment groups which may include, but are not limited to: basketball, soccer, student government, and computer literacy.

### *Technology*

Technology plays a role in the curriculum and assessment program at Columbus Collegiate. Students will take the NWEA Measures of Academic Progress and the Scholastic Reading Inventory three times each year. These assessments are used to monitor student growth in reading, language, math, and science. Reading teachers utilize Scholastic's ReadAbout non-fiction reading program as a part of the reading curriculum. Students will also utilize various Microsoft Office programs such as Word, Excel, and PowerPoint in their classes. Specific emphasis is put on this training for 8<sup>th</sup> graders as they prepare to attend high-performing high schools.

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<sup>11</sup> Students that follow the STRIVE values will attend high school and college visits once a trimester.



### *Classroom and non-classroom based opportunities*

Classroom based learning opportunities are described through this Exhibit, and include, but are not limited to, instruction in the subjects set forth above in this section A.3, as well as tutoring and student projects. Non-classroom based learning opportunities include college visits, high school visits, high school student shadow days, High School Fair, College Prep Family night, and Family Reading night.

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

Students who are not performing on grade level, who are challenged by socio-economic factors, and who are exposed to a lack of educational attainment prevalent within the local adult community are at high risk for academic failure and in need of strong public educational options. Columbus Collegiate Academy will serve students in grade or age equivalent levels six through eight.

This is the target student population that Columbus Collegiate Academy serves and seeks to serve in the future. Columbus Collegiate Academy had the following student demographics in the 2011-2012 school year: 93.4 percent or more of our students qualified for Free/Reduced lunch, 3 percent of CCA students were white, 97 percent were students of color, and 12 percent of CCA students qualified for special education services.

Relevant data such as level of education, average income, and current academic achievement levels further substantiates that this area of the city is desperately in need of a highly structured, college preparatory middle school. According to the Community Research Partners DataSource database, in the 43205 zip code where CCA is located, the per capita income in 2000 was \$13,601, less than half the average income for Columbus; and the median household income was \$20,400. In 2000, 70.5% of individuals 25 years or older had obtained a GED or high school degree, compared with 89% in Columbus.

Columbus Collegiate's school design takes into account the unique challenges this student population brings with it to school. By adopting a program based upon a direct mission of ensuring that all students are equipped to enter, succeed in, and graduate from the most demanding high schools and colleges, Columbus Collegiate directly addresses these academic needs. In designing the school, the Founding Board has studied the best practices of high-performing schools across the country that have achieved exemplary academic performance with urban, low-income, and students of color.<sup>12</sup> Based on this study and the school mission, Columbus Collegiate employs the following design elements to specifically address the academic needs of its students:

- **More Time on Academic Tasks:** Columbus Collegiate students spend a minimum of twenty more days on academic tasks than traditional public school students, through double periods of math and literacy, an extended day program (8:00 a.m. – 4:00 p.m.), and summer programming. A strict code of conduct with clear consequences will ensure learning is not disrupted.

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<sup>12</sup> Schools studied include Excel Academy, Boston Prep, Boston Collegiate, Williamsburg Collegiate, The Academy of the Pacific Rim, Roxbury Prep, North Star Academy, Amistad Academy, and others.

- **Standards-Based Curriculum:** Columbus Collegiate students learn in intensive, focused classrooms where the curriculum, created by teachers during summer and school-year professional workshops, achieves and surpasses the goals of the Common Core and Ohio standards.
- **Rigorous, Accountable Community:** From the moment they enter the school, students understand their need to be accountable to themselves and to their peers, whether presenting at Community Celebration or demonstrating respectful support for the learning of fellow students. The school will remain rigorously accountable to the state, the city, its parents, and its students.
- **Outstanding Educators:** Outstanding educators recruited to Columbus Collegiate are rigorously selected for teaching skills, ensure maximum time on task, and have a deep personal commitment to bring all students to the highest level of academic excellence.
- **Data-Driven Approach to Teaching and Learning:** Educators use regular classroom assessments and trimester school-wide assessments to gather specific, objective data about student achievement. With direct supervision from the School Director, Columbus Collegiate teachers use these data to appropriately modify the academic program.

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

For children to learn more, we must provide more time for them to learn. Columbus Collegiate's academic year will provide an extended school day within an extended school year – both proven effective in urban settings with low-performing public school students. Students therefore will have the support and time needed to prepare for rigorous high school programs. Enrichment programs, tutoring, and homework support will enhance the school day, providing students with an in-depth knowledge of the curriculum and the confidence to achieve in a high-expectation environment.

The academic year is 174 days with an additional ten days for summer school. The school year runs from the third week of August through mid-June. For the sake of our students' families who often have other children in Columbus City Schools, we generally follow Columbus City School's schedule for holidays and closures. The school day will begin at 7:45 a.m. with breakfast and homework check, advisory starts at 8:00 a.m., and classes begin at 8:25 a.m. Each class is 50 minutes long and daily lunch/physical activity is forty minutes. Dismissal is at 4:00 p.m. Students who commit disciplinary infractions that warrant a detention or students who fail to successfully complete all homework assignments will serve the detention during the lunch hour and/or during the Extension period on Friday afternoons.

In an impoverished community with established schools performing below state averages and students below proficient levels, Columbus Collegiate must redouble efforts to ensure urban students bridge the gap between their performance and that of their suburban counterparts. We provide two blocks of literacy and math (6<sup>th</sup> and 7<sup>th</sup> grade) per student per day. Daily tutoring

and homework support hours bolster this effort for students who require even more instructional and support time. Teachers will have two planning periods each day. Teamwork and grade level planning are an integral part of the staff culture at Columbus Collegiate.

The school year for the staff begins in late July with a four-week summer institute. Students participate in a three-day orientation prior to the beginning of core academic instruction. This orientation introduces students to the culture of high expectations and no excuses at Columbus Collegiate and provides direct instruction and practice of school-wide expectations, procedures, and routines.

The school is based on a trimester schedule. Each trimester lasts approximately 58 days and ends with comprehensive trimester exams. Teachers compile test and class grades promptly, and report cards are picked up at school by parents one week following trimester exams at parent-teacher conferences. Progress reports are sent home every three weeks each trimester. Professional Development days for staff are scheduled throughout the year. Columbus Collegiate ends its academic year with a two-week Summer Academy for students that failed one or two of their classes.

Students are divided into grade-level teams; students within a team have the same schedule throughout the day. This provides simplicity in scheduling and group camaraderie. Many students have the opportunity to begin daily homework assignments at the end of each day with a teacher's support - this time is identified on the sample schedules as Focus. Students that have an 80 percent or higher in classes and a paycheck average of \$80 or above have Enrichment opportunities during the last hour of the day. These activities might include soccer, student government, martial arts, computer literacy, and others, and offer students a chance to explore their individual interests within a structured group setting, as well as build communication skills and confidence in achievement.

The typical day in the life of Columbus Collegiate students begins at 7:45 a.m. As students enter the building they pick-up breakfast, and then walk directly to their homeroom class. Students eat breakfast while their homeroom teachers are checking their homework. At 8:00 a.m., homerooms transition to one of three activities: going to the library, working on character education, or completing Focus on Success activities. Beginning at 8:25 a.m., students will have four academic classes before lunch, each lasting 50 minutes.

At 12:00 p.m., 6thgrade students walk silently to the cafeteria, collect their lunch, and sit silently. Once every student is seated, the lead teacher will signal to the group that they have permission to talk quietly while they eat.<sup>13</sup> Students who have completed their homework from the night before have a twenty-minute recess. Students who did not complete their homework will attend Homework Center to work on incomplete assignments. This process is reversed for 7thand 8thgrade students who go to recess first and then to lunch.

When the lunch period is over, students return to academic classes at 12:40 p.m. There are two more academic classes after lunch, each lasting 50 minutes. At 2:20 p.m., students have an

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<sup>13</sup> This approach is modeled after KIPP Academy Lynn.

afternoon snack and a twenty-five minute Drop Everything and Read guided reading period. The last fifty-five minutes of the day are spent either in Enrichment classes, Focus (homework support), or intensive tutoring.

At 3:50 p.m., students return to their homeroom for dismissal. Students are dismissed, in order, by bus assignments, pick-ups, and walkers at 4:00 p.m.

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

### *Students with Learning Disabilities*

Columbus Collegiate serves all students regardless of ability and complies with all state and federal statutes, including Title II of the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973. Columbus Collegiate educates students with disabilities in the Least Restrictive Environment (LRE) and with their non-disabled peers, to the extent appropriate and allowed by each student's Individualized Education Plan (IEP). The school does not discriminate in admission and enrollment practices against students having or suspected of having disabilities.

At Columbus Collegiate we believe all students regardless of ability can achieve academically. Columbus Collegiate provides students with disabilities with a Free and Appropriate Public Education (FAPE), and to ensure that all students' needs are well met, Columbus Collegiate hires teaching staff who have the appropriate special education licensure issued by the Ohio Department of Education. The Intervention Specialist works closely with the School Director and all teachers and students to provide accommodations and modifications as needed.

The Intervention Specialist maintains records and adheres to the following processes to ensure that Columbus Collegiate meets every student's needs:

- Upon enrollment families complete a questionnaire to identify if their child has received special education services or has been diagnosed as having a disability.
- Once students are enrolled in the school, the Intervention Specialist communicates with families regarding students already receiving Special Education Services.
- The staff implements existing IEPs and provides an appropriate education within the Least Restrictive Environment and as appropriate, meets with families to rewrite IEPs.
- For all students, academic progress is monitored regularly and students who are not showing academic progress receive additional supports, such as in-school tutoring. If progress is not made through such supports the staff begins the pre-referral process, and the Intervention Specialist works closely with teachers to identify alternative strategies within the classroom to support that student.
- The strategies are implemented in the classroom immediately. If the student does not show improvement, the school recommends an evaluation, and with parental consent will conduct an evaluation with an appropriately licensed professional.
- When an evaluation indicates evidence of a disability and that special education services are appropriate, an IEP team including the parent(s), the Intervention Specialist, a regular education teacher, and the student (if age appropriate) develop an IEP for the student and agreed upon special education services are provided.
- All IEPs are evaluated annually and revised as needed by the IEP team. All students receiving special education services are re-evaluated at least once every three years.

- To the greatest extent possible, Columbus Collegiate serves all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, Columbus Collegiate meets those needs with existing or appropriately licensed contracted staff.

#### *Limited English Proficiency Program*

Columbus Collegiate Academy serves its LEP students in accordance with all applicable Federal Laws and Regulations and in compliance with Ohio Revised Code Section 3301.07.11. LEP students are subject to all state testing requirements.

Columbus Collegiate follows all Ohio guidelines for identifying LEP students. Specifically:

- Upon enrollment into the school, all students receive a home-language survey of languages spoken in the home.
- Columbus Collegiate identifies students whose primary language or home language is other than English (PHLOTE).
- Students whose dominant language is not English receive an assessment of English proficiency using instruments and techniques approved by the district and likely to include the Language Assessment Scales (LAS).
- Educational programs are responsive to these specific needs and in compliance with state and federal guidelines.
- Columbus Collegiate reports the number of LEP students attending the school to the district and the state.

Columbus Collegiate has adopted a program of structured English immersion for all LEP students. The purpose of this program is to achieve English proficiency for all students as quickly as possible, while holding the utmost respect for the language and culture of every student.

The LEP program at Columbus Collegiate is designed exclusively to meet our mission. If students are to leave our school and enter, excel in, and graduate from the strongest college-preparatory high schools, they must read, write, and speak English fluently. Effective delivery of this mission requires that we teach our students English as efficiently as possible. At a minimum, we assess students' progress in learning English on an annual basis using procedures approved by the Ohio Department of Education.

#### *Structured English Immersion*

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

Students are not excluded from any curricular or extracurricular activities based on their level of English proficiency. Students are not placed in Special Education classes based on their level of English proficiency.

The academic program at Columbus Collegiate is well prepared for high performance for

Limited English Proficient Learners. Most prominently, students receive 100 minutes of literacy instruction each day, which may include instruction in phonemic awareness and phonics. The double literacy periods also allows for LEP pull-outs as needed.

### *Research Supporting Structured English Immersion*

In the development of this program, the Founding Board has primarily considered the necessary instruction required to fulfill the school's mission. If Columbus Collegiate is to succeed in placing well-prepared students in the strongest high school college-preparatory programs, all students must be fluent readers, writers, and speakers of English as soon as possible. Two studies particularly confirm the effectiveness of an immersion program:

- John Hood, President of the John Locke Foundation, a North Carolina based think-tank, writes, "A review of 300 studies of bilingual education by federal researchers found only 72 that were methodologically sound. Of those studies, 83 percent comparing bilingual education to immersion found that kids learned to read better through immersion. Not a single study found the reverse."<sup>14</sup>
- Cara Morlan of the Independence Institute, a nonprofit, nonpartisan Colorado think-tank, writes, "In California, children enter school speaking one of 140 different languages, yet only Spanish-speaking students are put into traditional bilingual education programs. These students are then the immigrant group that does the worst in school, has the highest dropout rate, the lowest test scores and the lowest college admissions." Ms. Morlan finds that only 5 percent of these students were gaining proficiency in English each year.<sup>15</sup>

### *Gifted Students*

Columbus Collegiate understands that some students, by virtue of intellectual gifts or advanced preparation, need additional academic challenges. The design of Columbus Collegiate's curriculum is especially well-suited to serve these students.

Columbus Collegiate sets an extremely high bar for academic performance, requiring algebra in the 8th grade, demanding reading of literature in all grades, and writing across the curriculum. As a result, it is less likely that students will not experience some academic challenge from the standard curriculum. However, just as individualized instruction can be used for students who are struggling; this individualized instruction supports those students who need acceleration beyond the curriculum.

Students who excel in reading, math, and science may receive special projects in place of subject material that has already been mastered. Different reading, of a higher grade level or including primary sources, may be assigned in history. Enrichment programs will provide other intellectual pursuits which may include chess, mock trial, debate, geography bees, or science experiments. Flexible Ability Groupings will also support the learning needs of our gifted students.

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<sup>14</sup> "Immersion v. Bilingual Education", *The Business Journal of Raleigh/Durham*, December 26, 1997.

<sup>15</sup> "Structured Immersion, An Alternative to Traditional Bilingual Education" *Independence Institute, Issues Backgrounders* 2000-4, July 26, 2000.

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

### *Homeless Students*

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

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

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

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

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

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

### **A.7 School Goals**

We believe that accountability is a strong driver of student achievement, and that accountability requires clear, measurable, data-driven goals that fully align with the school's mission.

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

In many cases, the academic goals represent annual goals such as each sub-group of students will

make Adequate Yearly Progress (AYP) in reading as defined by No Child Left Behind (NCLB) legislation; in some cases they describe goals to be obtained over the term of the charter, such as 75 percent of Columbus Collegiate students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Ohio Reading Achievement Assessment in 8th grade and 60percent of these students in the 7thgrade. All goals are established to ensure that Columbus Collegiate students meet or exceed Ohio state standards, make AYP and reach academic proficiency by 2014 as outlined in NCLB.

At Columbus Collegiate, we value the use of data-driven decisions and therefore in addition to administering the Ohio Achievement Assessment (OAA) each year, we will implement the Northwest Evaluation Association (NWEA) Measures of Academic Progress three times per year. All assessment results will evidence the longitudinal, value-added effectiveness of our educational program and provide comparative measures with a local and national cohort. The goals outlined below demonstrate our commitment to exceed the results produced by local public schools and raise the bar for public education in Columbus, specifically in the Near Eastside neighborhood.

**Academic Goal Statement 1:** Students at Columbus Collegiate will become competent readers of the English language.

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

- (a) 75percent of students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Reading Ohio Achievement Assessment in 8thgrade and 60 percent of these students in the 7thgrade. *Metric: Reading OAA*
- (b) The percentage of students who have attended the school for two or more years who attain OAA Reading score of Proficient, Accelerated, or Advanced in the 7thand 8thgrades will exceed the average percentage for Columbus City Schools by at least 15 percent. *Metric: Reading OAA*
- (c) Each cohort of students will on average annually demonstrate a minimum of one year of academic growth in reading on the NWEA; by the end of the spring trimester, at least 75 percentof 7th graders and at least 80 percent of 8th graders will perform on or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data. *Metric: NWEA*
- (d) Each sub-group of students will make Adequate Yearly Progress in reading as defined by No Child Left Behind legislation. *Metric: OAA and Annual School Report Card.*

**Academic Goal Statement 2:** Students at Columbus Collegiate will be competent in the understanding and application of writing.

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

- (a) 75 percent of students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Writing Ohio Achievement Assessment in 7thgrade.<sup>16</sup> *Metric: Writing OAA*

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<sup>16</sup> The Ohio Department of Education has suspended the 7<sup>th</sup> grade writing OAA due to budget constraints.



- (b) A greater percentage of students enrolled in the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Writing Ohio Achievement Assessment than students from Columbus City Schools. *Metric: Writing OAA*

**Academic Goal Statement 3:** Students at Columbus Collegiate will become competent in the understanding and application of mathematical computation and problem solving.

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

- (a) 75 percent of students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Mathematics Ohio Achievement Assessment in 8thgrade and 60 percent of these students in the 7thgrade. *Metric: Mathematics OAA*
- (b) The percentage of students who have attended the school for two or more years who attain OAA Math score of Proficient, Accelerated, or Advanced in the 7thand 8thgrades will exceed the average percentage for Columbus City Schools by at least 15 percent. *Metric: Mathematics OAA*
- (c) Each cohort of students will on average annually demonstrate a minimum of one year of academic growth in math on the NWEA; by the end of the spring trimester, at least 75 percent of 7th graders and at least 80 percent of 8th graders will perform on or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data. *Metric: NWEA*
- (d) Each sub-group of students will make Adequate Yearly Progress in mathematics as defined by No Child Left Behind legislation. *Metric: OAA and Annual School Report Card*

**Academic Goal Statement 4:** Students at Columbus Collegiate will be competent in the understanding and application of scientific reasoning.

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

- (a) 75 percentof students who have attended the school for two or more years will score in the Proficient, Accelerated, and Advanced category on the Science Ohio Achievement Assessment in 8thgrade. *Metric: Science OAA*
- (b) A greater percentage of students enrolled in the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Science Ohio Achievement Assessment than students from Columbus City Schools. *Metric: Science OAA*
- (c) 8thgrade students will design, conduct, and report on an independent science experiment. Students will present this experiment to a panel of at least three expert evaluators, 95 percentof students will demonstrate competence and of those, 50 percentwill demonstrate advanced work as measured by a standards-driven, commonly applied rubric. *Metric: Standards-based Rubric*

**Academic Goal Statement 5:** Students at Columbus Collegiate will be competent in the understanding and application of social studies.

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

- (a) 75 percent of Columbus Collegiate students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Social Studies Ohio Achievement Assessment in 8 percent grade.<sup>17</sup> *Metric: Social Studies OAA*
- (b) A greater percentage of Columbus Collegiate students enrolled in the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Social Studies Ohio Achievement Assessment than students from Columbus City Schools. *Metric Social Studies OAA*

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

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

- (a) Columbus Collegiate student enrollment will be at 100 percent of projected enrollment described in the charter application at the beginning of each school year. *Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.*
- (b) The Columbus Collegiate waiting list will be equal to 50 percent of the 6th grade enrollment during each year. *Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.*
- (c) 90 percent of students who begin the school year at Columbus Collegiate will remain in the school throughout the academic year. *Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.*
- (d) 90 percent of students who complete the school year at Columbus Collegiate will re-enroll for the following school year. *Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.*
- (e) Average daily student attendance at Columbus Collegiate will be at or above 95 percent over the course of each school year. *Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.*

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

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

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

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<sup>17</sup> The Ohio Department of Education has suspended the 8<sup>th</sup> grade social studies OAA due to budgetary constraints.

*Board of Trustees will create a Finance Committee that will secure an audit performed by the office of the Auditor of Ohio.*

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

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

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

**Faithfulness to Terms of Charter Goal Statement 9:** Students at Columbus Collegiate will be prepared for success in college preparatory high schools.

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

- (a) 50 percent or more of students who attend Columbus Collegiate for three consecutive years will enroll in college preparatory high schools. The number of students attending college preparatory schools will increase, on average, five percent per year until 100 percent is achieved. *Metric: The Community School will track the high schools into which the graduating eighth graders enroll. High schools in which 75 percent of their graduates matriculate to college will be considered college preparatory.*
- (b) In a survey given to parents of 8thgrade students who have attended Columbus Collegiate for three consecutive years, 80 percent will agree or strongly agree with the statement, "Columbus Collegiate Academy prepared my child for success in high school." *Metric: The Community School will administer parent surveys annually.*

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

### *The Theory*

Walking through the halls of Columbus Collegiate during class time will be a remarkable experience. In every classroom, teachers are presenting rigorous lessons and students rise to the challenge. CCA teachers hold students to high academic expectations and are able to focus on effective instruction because consistent classroom management expectations are enforced by every teacher. Teachers deliver great lessons, students are engaged and on-task throughout the entire class period and there is a "buzz" of learning in class. Classes run fluidly with clear communication between students and teacher. Teachers proactively plan to avoid misbehavior. Consistency in application of consequences drives student actions away from negative behaviors, while positive incentives encourage students to succeed. Overall, however, academic success and opportunity serve as the greatest motivators. Teachers use school-wide systems, individual techniques, strong student-teacher relationships, and strong teacher-family relations to promote and reinforce behavioral excellence. Students hold each other accountable and support each other in reaching ambitious goals. Our values are internalized and students make good decisions, even when they know no one is watching. Parents feel welcome at the school and teachers know and feel that they are well supported by school leaders. The staff, teachers, students, and

families of Columbus Collegiate work together to achieve a college-preparatory environment.

### *The Philosophy*

Students are capable of making choices. Students can choose to follow the rules or they can choose to break the rules. At Columbus Collegiate, there are positive motivators for when a student chooses to follow a rule or procedure and negative consequences for when a student chooses to break a rule or procedure. Students quickly learn that when they do good things, good things happen, and when they do bad things, bad things happen; every positive contribution results in a positive motivator and conversely every negative infraction results in a negative consequence. This is the basis of our student Code of Conduct. Thereby, students who choose not to meet the school community's clearly defined standards for reasonable and acceptable behavior will not be permitted to disrupt the education of others. Without a firm and consistent discipline policy, none of what we envision for the school can happen.

Straightforward rules coupled with consistently applied consequences make clear to students what is expected of them and what is unacceptable. No misbehavior goes unchecked at any time for any reason. We must acknowledge misbehavior, address it, and offer a consequence every time.

In order to succeed, our discipline system has more positive motivators than negative consequences. These positive motivators can be intrinsic or extrinsic. Students who choose to follow the rules choose academic success, opportunity, positive recognition, and individual *STRIVE* Dollars. Classes who choose to support each other in achieving excellent preparedness, respect, engagement, and posture earn recognition, privileges, and rewards.

We believe that intrinsic motivators work. They are central to our mission. We start with the idea that students want to learn and want to be successful: they do. We create a culture in which students are serious about making academic gains. We set ambitious goals. We make it clear to our students what they can achieve academically, and have faith in ourselves that we will help them to achieve it. Our strongest motivator is a student's own desire to succeed.

The school is proactive in discipline, building a strong sense of community, getting students excited about achievement, and giving teachers and staff the support they need. The school plans proactively to avoid misbehavior. Teachers plan engaging lessons. Clear procedures for all activities reduce confusion, rule breaking, and maximize efficiency. A positive school culture benefits students and teachers in the classroom. Good classroom management is a means to an end, not an end itself. The goal is to create a culture of achievement in the school. Together, we place the highest value on student achievement and show students the path to success. We strive to create a community where students would rather learn than distract or disrupt.

Parents are our partners. Students know we communicate frequently with families, reporting their successes and missteps. The school staff enlists parent help in modifying student behavior. Parents and students are accountable for continued poor behavior.

We believe in a community where students know what is expected of them, using structure and predictability to allow students to feel comfortable, safe, protected, and included. In this

community space, they can thrive as students and as people. It is our job to provide this. This sense of community comes from showing and earning respect, being firm and positive, and sharing the love that brought us to this job, even when issuing consequences. This school is what we choose to make it.

Ultimately, we realize that consequences, rewards, and structures alone will not serve our students as well as helping them learn how to make good choices. We must strive to educate students around the true costs, benefits, and future implications of their behavior choices. One measure of success of our schools behavioral system is helping students grow so that they make the right decisions when no one is watching – when they make decisions because it is the right thing to do and because they hold themselves accountable. This education will serve our students long after they leave the structures of our school.

### *The STRIVE Paycheck*

The STRIVE Paycheck system at Columbus Collegiate is built around six value statements including:

- 1) **Scholarship:** *I conduct myself as a scholar at all times, demonstrating curiosity, enthusiasm for academics, and high quality work.*
- 2) **Teamwork:** *I make a positive contribution to my team at all times, including my classmates, my teachers, and members of my community.*
- 3) **Respect:** *I always treat myself and others with the highest level of respect.*
- 4) **Intelligence:** *I appreciate that I can learn to be smart. I am proud of my intelligence and the intelligence of my classmates.*
- 5) **Virtue:** *I always behave in a way that I am proud of and such that my family is proud of me.*
- 6) **Effort:** *I always work as hard as I possibly can.*

These statements are stated positively to make explicit to students what they should do. These values, like procedures, need to be taught: explained, modeled, and enforced. We will clearly spell out specific ways students can exceed these expectations and earn *STRIVE* Dollars, just as we will be clear regarding specific violations of these values and their consequences.

Going along with the above *STRIVE* values, CCA has developed a student *STRIVE* Paycheck system to provide students, families, and teachers with a frequent, comprehensive report of student performance. A student's weekly *STRIVE* Paycheck total is impacted by his/her fulfillment of Behavioral, Academic, and Attendance expectations. Current year-to-date-attendance, homework completion data, and *STRIVE* Paycheck averages are also included on the Paycheck.

The *STRIVE* week runs Friday through Thursday, for logistical reasons. All students receive

*STRIVE* Paychecks every Friday afternoon. Each student starts the *STRIVE* Week with \$100.

Students may increase their *STRIVE* Score by exceeding expectations during a given week by:

- Earning *STRIVE* Dollars from a staff member
- Being awarded an Act Worthy of Public Recognition
- Winning Spirit Stick
- Their homeroom winning the *STRIVE* for College Challenge.

Students will decrease their *STRIVE* Score when they fail to meet expectations. Specifically, *STRIVE* Points are deducted when:

- Students do not meet behavioral expectations (deductions, referrals, suspensions)
- Students do not meet attendance expectations (absences, tardiness)
- Students do not complete homework assignments according to standard.

Students who lose more than \$30 dollars on their *STRIVE* Paycheck will miss Community Celebration and attend Friday Extension.

Each score is added to each student's *STRIVE* Bank.

Students with high *STRIVE* Paycheck averages earn rewards, including but not limited to:

- School celebrations
- Field trip invitations
- School event invitations
- Invitations on the end of the year trip
- *STRIVE* store and auctions
- Eligibility for CCA athletics.

Students with low *STRIVE* Paycheck averages lose privileges and receive other consequences. Specifically:

- Students are not invited to school events
- Students may not participate in extra-curricular activities and teams
- Students will not be invited to reward field trips and other events

Students with *STRIVE* Paycheck averages below \$70 will receive support from their grade level team as well as individualized support from the Dean of Students.

In order to facilitate student improvement, CCA restarts *STRIVE* averages every trimester for sixth grade students.

A report on school-wide *STRIVE* averages is shared with staff and students every progress report. Students can use the dollars in their *STRIVE* Bank to participate in the *STRIVE* auctions.

Weekly *STRIVE* Paychecks are sent home to be reviewed and signed by guardians. Students complete a weekly reflection reviewed by the Dean of Students in Friday Extension if their *STRIVE* Paycheck is \$69 or less. The purpose of the reflection is for the student to better

understand where they did well or need to improve, and to serve as a starting point for conversations between student and advisor as needed.

If a *STRIVE* Paycheck or reflection is not returned the day it is due, the Dean of Students will assign Friday Extension for the following week. If both are incomplete, the Dean of Students follows up with the student and assigns additional consequences if necessary.

The school reserves the right to add or subtract *STRIVE* Dollars for examples of very good or very poor behavior.

We always use the phrase “earn it” when using this type of system. When referring to certain rewards, teachers should ask students: “Did you earn it?” This is a good way of letting the students know they are in control of their rewards and consequences.

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

For the school to ensure dramatic academic results, student academic progress must be measured and analyzed frequently, and action plans must then be efficiently and effectively put into place. Columbus Collegiate will administer all state mandated assessments and will use those results to inform the school’s development over time. We will also implement the NWEA Measures of Academic Progress, a national, computer-adaptive assessment administered in September, December, and May to monitor student progress and to provide comparative analysis with a national cohort. The School Director will lead teachers in the development and review of end-of-trimester exams that identify those specific skills and content knowledge students must master at discreet points in time in each subject and at each grade level. The trimester exams will align with state and national standards and reflect the structure of questions used on the Ohio Achievement Assessment, with the goal of preparing our students to enter and succeed in demanding high schools.

- *Ohio Achievement Assessment (OAA)*: Columbus Collegiate will administer the OAA assessments in every year as required. Columbus Collegiate will use the OAA, a criterion-referenced assessment, to evaluate the effectiveness of the educational program as described in our Accountability Plan. OAA scores will be used by the state to determine that Adequate Yearly Progress (AYP) has been met across all qualified demographic groups and to determine the School Report Card rating. OAA scores will be used by Columbus Collegiate to determine if academic goals, set out in the Accountability Plan, have been met. The OAA will drive our internal assessment system, specifically informing the scope and sequence of study and the creation of internal end-of-trimester assessments.<sup>18</sup>
- *Northwest Educational Association Measures of Academic Progress (NWEA MAP)*: Columbus Collegiate will administer the NWEA, a national adaptive test of foundational skills, in September, December, and May of each school year. The test administered upon enrollment will provide a benchmark score against which all future academic

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<sup>18</sup> Columbus Collegiate transitioned to the Common Core standards for the 2012-2013 school year. As soon as there are resources available, the school will begin preparing students to take the P.A.R.C.C. assessment.

growth can be measured per student and per cohort. Ongoing test results will allow a comparative analysis on a national level.

- *Trimester Comprehensive Exams (Comps)*: During summer institute, teachers at Columbus Collegiate examine the content and skills that must be mastered in each core subject at each grade level, conduct an item analysis of all assessments students must successfully master, and then divide all standards, skills, and content knowledge into three separate trimesters of study. Under the direction and leadership of the School Director, teachers create individual trimester exams in each core subject that align with Ohio Academic Content Standards (in the future these exams will align with the Common Core Standards and the P.A.R.C.C. assessment). Teachers then create three trimester sequences of study that guide instruction throughout the year and prepare students for these comprehensive assessments. Trimester Comps are administered in November, February, and May. To ensure rigorous exams that accurately evaluate mastery of the Ohio Academic Content Standards, the School Director monitors the process of developing, standardizing, and implementing all exams, as well as their alignment with individual learning units.

Teachers review results of all Comps under the guidance of the School Director. Teachers examine content mastery by the majority of students for information to guide general instruction, and content mastery by individual students to guide individual instruction and tutoring for students who are not meeting expectations. Teachers re-teach standards that were not met by a majority of students, using different instructional methods to ensure greater mastery. Further, teachers analyze which standards were taught most effectively for the purposes of improving their instructional practice overall.

These three measures allow us to effectively measure and report student achievement on an absolute scale (OAA and Trimester Comps), within year student gains/losses (NWEA and Trimester Comps) and year-to-year student gains/losses (NWEA and OAA). Results from Trimester Comps effect student grades and are included on trimester report cards. Analysis of these exams at the student, standard, and question level are key drivers of our intervention program. Results from the NWEA and OAA are included in aggregate in Columbus Collegiate's annual report. In addition, the School Director delivers an academic report outlining all of these measures to the Board of Trustees two times each year.



## **EXHIBIT 2: FINANCIAL PLAN**

## EXHIBIT 2: FINANCIAL PLAN

### B.1 Budget Summary

<b>October 2012 submission</b>				
<b>IRN No. 009122</b>			<b>County:</b>	Franklin
<b>Columbus Collegiate Academy</b>				
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances				
For the Fiscal Years Ended June 30, 2010 through 2012, Actual and				
the Fiscal Years Ending June 30, 2013 through 2017, Forecasted				
-				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2014	2015	2016	2017
<b><u>Operating Receipts</u></b>				
State Foundation Payments (3110, 3211)	\$1,390,306.48	\$1,564,094.79	\$1,737,883.10	\$1,737,883.10
Charges for Services (1500)	\$0	\$0	\$0	\$0
Fees (1600, 1700)	\$0	\$0	\$0	\$0
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$0	\$0	\$0	\$0
<b>Total Operating Receipts</b>	<b>\$1,390,306</b>	<b>\$1,564,095</b>	<b>\$1,737,883</b>	<b>\$1,737,883</b>
<b><u>Operating Disbursements</u></b>				
100 Salaries and Wages	\$968,885	\$997,951	\$1,027,890	\$1,058,726
200 Employee Retirement and Insurance Benefits	\$230,776	\$253,854	\$279,239	\$307,163
400 Purchas Services	\$289,362	\$298,043	\$306,984	\$316,194
500 Supplies and Materials	\$82,173	\$98,608	\$118,329	\$141,995
600 Capital Outlay -New	\$50,000	\$50,000	\$50,000	\$50,000
700 Capital Outlay - Replacement	\$5,150	\$5,500	\$6,000	\$7,500
800 Other	\$50,000	\$60,000	\$70,000	\$80,000
<b>Total Operating Disbursements</b>	<b>\$1,676,346</b>	<b>\$1,763,955</b>	<b>\$1,858,442</b>	<b>\$1,961,578</b>
Excess of Operating Receipts Over (Under)				
Operating Disbursements	-\$286,039	-\$199,861	-\$120,559	-\$223,695
<b><u>Nonoperating Receipts/(Disbursements)</u></b>				
Federal Grants (all 4000 except fund 532)	\$281,177.05	\$316,324.18	\$351,471.31	\$351,471.31
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$3,000	\$3,000	\$3,000	\$3,000
Donations (1820)	\$0	\$0	\$0	\$0
Interest Income (1400)	\$0	\$0	\$0	\$0
Debt Proceeds (1900)	\$0	\$0	\$0	\$0

## COMMUNITY SCHOOL CONTRACT

Debt Principal Retirement	\$0	\$0	\$0	\$0
Interest and Fiscal Charges	\$0	\$0	\$0	\$0
Transfers - In	\$0	\$0	\$0	\$0
Transfers - Out	\$0	\$0	\$0	\$0
Total Nonoperating Revenues/(Expenses)	\$284,177	\$319,324	\$354,471	\$354,471

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

As stated in the Financial Management and Accounting Procedures Manual, the Board of Trustees assumes responsibility for ensuring that the fiduciary duties associated with the receipt and disbursement of public funds and the responsibilities associated with state employment are faithfully undertaken. They have established sound and fiscally prudent policies pertaining to fiscal management and create and review controls that minimize the chance for unethical and unsound practices to occur. The Board has chosen an Executive Director who is responsible for overseeing the day-to-day implementation of the financial policies and procedures.

Whereas the Board has financial oversight, the Executive Director has primary responsibility for *managing* the financial operations of the school and ensuring that all internal financial controls are established and upheld. S/he works closely with the Board Treasurer to ensure that all monies are being properly allocated and recorded. The Board contracts its accounting and payroll and financial reporting services to Mangen & Associates.

The following is a list of Mangen & Associates services that are provided to Columbus Collegiate Academy:

#### *Basic Financial Management Services*

1. Comprehensive financial assessment and strategic priority recommendations
2. Cash flow management
3. Monthly financial reviews for the Executive Director and Board
4. Best-case models for financial planning, negotiations, and monitoring systems
5. Preparation of Five-Year Financial Plan
6. Benchmarking on operating functions of other comparable schools
7. Oversight and retain strict controls on budget modifications
8. Facilitating the preparation of independent GAAP report
9. Mid-Year and End-of-Year Financial Reviews.

#### *Basic Treasurer Services*

1. Budget preparation and ongoing management evaluations
2. Preparing payroll on
3. semi-monthly of bi-monthly basis
4. Providing monthly check of receivables and payables
5. Presenting monthly fund balances for each restricted / non-restricted fund
6. Filing Federal 941 deposits, Ohio and City returns
7. Reconciling bank statements monthly
8. Ensuring the accommodation of SERS/STRS requirements
9. Filing FUTA and Medicare payments

10. Completing all required financial EMIS data
11. Overseeing school investments
12. Providing monthly, year-to-date, budget/actual reports

- *CCIP Grant Management*

1. Plan development support
2. CCIP budget preparation
3. Ongoing monitoring and budget revisions
4. Final Expenditure report preparation

*EMIS Coordination*

1. State Reporting Requirements
2. Student Information Reporting
3. Oversight to Student Achievement Reporting

The Columbus Collegiate Academy Director of Operations and Office Manager manage:

*SOES Management*

1. Guidance and oversight related to SOES system setup, maintenance, and input of student data provided by CCA.
2. Input student specific information
3. Monthly review of SOES data accuracy
4. Ongoing consultation and information related to SOES issues, policies and procedures
5. Collection of student registration packets
6. Collection and submit all economically disadvantaged information

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

- *Annual Budgeting:* Columbus Collegiate's fiscal year runs from July 1<sup>st</sup> through June 30<sup>th</sup>. The Executive Director and Mangan & Associates have shared responsibility for planning a detailed budget and cash flow statement each year. The initial drafts of the budget and cash flow statements will be reviewed by the Board's Finance Committee and the Chair before being presented to the full Board for approval. The Board will review and approve the budget at least one full month before the beginning of the new fiscal year.
- *Internal Controls:* The Board of Trustees has established a system of internal control policies that when executed will ensure the practice of sound fiscal management practices. These controls comply with generally accepted accounting principles for non-profit organizations. We also want to ensure that the reports and data generated from these controls are accurate and useful in effectively managing the financial needs of the organization. The following areas have been identified as ones requiring specific internal controls:

## COMMUNITY SCHOOL CONTRACT

- *Cash Receipts:* All deposits received for Columbus Collegiate are properly received, deposited, and recorded by an individual delegated by the Executive Director. All records are promptly reconciled. All monies are kept under the strictest security provisions we can provide and all cash received is deposited within the same day.
- *Cash Disbursements:* We ensure that all monies paid or withdrawn are authorized, used exclusively for business purposes, and are properly recorded and reconciled. These controls include purchase orders and use of the school's credit cards and other credit accounts.
- *Petty Cash:* The use of Petty Cash and the availability to these funds is restricted and limited. The use of petty cash is not a standard practice – employees are encouraged to complete a reimbursement sheet and attach receipts for minimal purchases. When used, petty cash is properly recorded and reconciled, requires a signature from the receiver and permission for an authorized administrator. Receipts are also required to be submitted within a specific timeframe or the monies will be expected to be returned.
- *Payroll:* We ensure 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 be properly reconciled.
- *Grants, Gifts and Bequeaths:* Columbus Collegiate ensures that all grants, gifts and bequeaths are monitored, properly recorded and comply with all legal requirements and related restrictions. All checks representing grants or gifts are promptly deposited.
- *Fixed Assets:* We ensure that all fixed assets are properly acquired, their value is properly recorded and that provisions are set to ensure that assets are safeguarded. We mandate that no asset be disposed of without proper authorization.
- *Check Signatures:* We ensure that all checks issued by the school be signed and authorized by the Executive Director. All check registers are maintained so that cash flow projections can be properly maintained. Checks over \$5000 will require an additional signature.
- *Deposits:* We ensure that all deposits are properly recorded, safeguarded, and reconciled.
- *Personnel Policies:* We develop and approve all personnel policies including but not limited to salary levels, vacation, overtime, paid time off, grievance procedures, severance pay, merit increases, bonuses, and other personnel matters. These policies will be developed by the Executive Director with Board approval and will be reviewed annually.

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- *Plans and Commitments:* Columbus Collegiate will ensure that monies are not spent on plans and commitments that are not reflected in the budget. In the event that an unexpected expense arises, the Executive Director and Mangen & Associates will review the budget and make a recommendation to the Treasurer and Finance Committee on how to address. Modifications of the budget must be approved by the Board. Provisions will be developed for emergency situations.
- *Bank Statement Reconciliation:* Each month's bank statements will be reconciled by the Executive Director, Board Treasurer and Mangen & Associates. A system of controls will be established to prevent the embezzlement, corruption, and mismanagement of funds.

The above is not intended to be a fully inclusive list. Additional systems will be developed as directed by the Board. A Financial Management and Accounting Procedures manual will be developed internally to fully outline controls, levels of authority and overall expectations of staff, teachers, accountants, and the Executive Director. These procedures will be fully outlined and developed in greater detail during the planning year by the Board in collaboration with the Executive Director. This manual will be reviewed annually. Any interim changes will be submitted to the Finance Committee and presented to the full Board for approval.

### *Maintaining Effective Controls*

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

### *Fiscal Accountability*

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

All Board members will have the right to review the school's financial records at all times. We are committed to establishing systems of internal controls and maintaining properly functioning systems that protect the economic health of the school and increase its ability to sustain itself year after year.

### *Cash Flow Management Plan*

The Board of Columbus Collegiate intends to develop cash flow systems that will enable the organization to effectively manage and predict unexpected shortages and windfalls in cash allocations and disbursements. We recognize that although our budget may reflect the necessary

revenues to cover all expenses, relying on the budget alone is not enough. We must also accurately track monthly expenditures, track specifically when revenues will be received and ensure that we have enough fluid cash to cover the day-to-day expenses. We will explore the use of software as well as best practice cash management systems to ensure that monthly cash flow estimates are extremely accurate. Careful attention to cash flow will also help to prevent errors in planning and monetary allocations throughout the fiscal year, will allow us to more accurately anticipate problems, opportunities to improve fiscal allocations and will serve as the basis from which we can negotiate short and long term funding if needed.

### *Annual Audits*

Columbus Collegiate 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.

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

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

### *Further Assurances*

The Board will ensure that Columbus Collegiate adheres to the highest standards of integrity and ethical conduct.

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

**Transportation:** Columbus Collegiate Academy relies on our district partners (Columbus City Schools, White Hall City Schools) to provide busing for students outside of walking distance from our Main Street campus. There are no plans to purchase vehicles or privately contract transportation for CCA students. CCA utilizes V.A.T., Inc. for transportation needs outside of day-to-day student transportation (i.e. college visits, field trips).

**Food Service:** Columbus Collegiate Academy contracts meal service through Arlene's Cuisine, Ltd. Arlene's provides breakfast, lunch (hot) and afternoon snack for CCA students. Arlene's is a trusted food service provider that values nutrition and compliance with all USDA school meal guidelines. Nearly 90 percent of Columbus Collegiate Academy's students qualify for free or reduced price meals through the National School Lunch Program (NSLP). This program provides funding on a per pupil basis for the school's breakfast, lunch and afternoon snack programs. CCA will also be certified this year for an additional six cents per lunch reimbursement for compliance with new school meal pattern guidelines. These benefits allow CCA to continue to work with outstanding service providers to ensure meal programs support and promote healthy living for CCA students.

**Other Partnerships:** Columbus Collegiate Academy has developed a strong relationship with the After-School All-Stars program to provide students with supplemental enrichment opportunities that further develop the values inherent to educational and personal success.

## **B.4 Insurance**

To be prepared for all budget implications and the appropriate Board knowledge of insurance, the Founding Board has secured all necessary liability insurance coverage. The Board annually seeks prepared quotes for Columbus Collegiate, including estimated premiums for all necessary types of insurance, from Argonaut Insurance Company. We have purchased and will continue to purchase Directors & Officers Insurance (including Employment Practices Liability), and at the appropriate times purchase General Liability, Property, and Worker's Compensation Insurance. The General Liability policy covers Corporal Punishment Liability and Athletic Participation Medical Liability. At a minimum, we acquire: commercial general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; employee dishonesty insurance with limits of \$500,000; educators legal liability insurance (which shall include coverage of trustees and officers of the school) with limits of \$1,000,000 each claim and \$2,000,000 aggregate; automobile liability insurance of \$1,000,000. We agree to take all appropriate actions to ensure that the sponsor is listed as an additional named insured on each of these insurance policies.

### **B.5 Benefits**

Columbus Collegiate Academy provides benefits to staff, including health, dental and vision coverage. The school has Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System (SERS).



**EXHIBIT 3: GOVERNANCE PLAN**

## EXHIBIT 3: GOVERNANCE PLAN

### C.1 Governing Body

Columbus Collegiate Academy was founded with the support of Building Excellent Schools (BES), a national program dedicated to training the founders of high-performing charter schools. As such, the Founding Board experienced the BES board training, which consisted of an extensive retreat and multiple trainings on best governance practices. Subjects covered in this training included the differences between governance and management, roles and responsibilities of committees, the board, and individual members, financial and fiduciary responsibility, and appropriate decision-making processes. The Code of Regulations (originally termed By-Laws) were drafted following this training and carefully reviewed by the Board.

The Board of Trustees shall be fiduciaries of the Corporation and shall set overall policy for the school. The Board may make final decisions on matters related to the operation of the school, consistent with the charter granted to the school, and other applicable law.

Trustees will be added to the Board in small groups, hopefully of three or more, all at the same time. Staggered terms will be used to ensure only moderate turnover in any given year. The board undergoes comprehensive training when each new cohort joins the board. In addition to the conversations with prospective board members in the months prior to invitation, specific training areas include:

- School Mission & Vision
- School Academic Program
- School Community
- Board Governance & Management - Roles & Responsibilities
- Committee Duties
- Financial & Fiduciary Responsibility
- Individual Commitments of Board Service

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

The Chair shall appoint committees or task forces of the Board, except the Governance Committee, in which case s/he recommends members. Committees may be composed of trustees and community members. The Board may prescribe the need and/or the composition of such committees. The Corporation has four standing committees of the Board of Trustees: Governance, Finance, Accountability and Development. Ad hoc committees may be formed to address specific needs such as facilities, or organizational growth.

### Section 1: Governance Committee

There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of at least three (3) but no more than (5) persons recommended by the Chair and elected by the Board of Trustees at its annual meeting. Each committee member shall serve a term of two (2) years, and these terms may be staggered to ensure continuity of committee membership.

The primary responsibilities of the Governance Committee shall be to identify, recruit, and nominate persons to serve as members and officers of the Board of Trustees; to provide development opportunities for board membership; and to oversee a trustee assessment process to ensure optimum performance. Identification of well-qualified candidates shall result from a carefully planned process designed to obtain influential, knowledgeable, and representative leadership for the organization.

### **Section 2: Finance**

The Finance Committee shall coordinate the board's financial oversight responsibilities by recommending policy to the board, interpreting it for the staff, and monitoring its implementation.

The committee shall monitor the organization's financial records; review and oversee the creating of accurate, timely, and meaningful financial statements to be presented to the board; review the annual budget and recommends it to the full board for approval; monitor budget implementation and financial procedures; monitor budget assets; monitor compliance with federal, state, and other reporting requirements; and help the full board understand the organization's finances. The committee also shall recommend the auditor for full board approval and review the audit.

### **Section 3: Accountability**

The Accountability Committee shall monitor the school's progress toward all goals as established in the accountability plan and ensure sufficient controls, measures, and supports to reach those goals. The main responsibilities of the committee shall include examining the school's education program, reviewing and analyzing standardized test scores, and performing other oversight functions as requested by the full board.

### **Section 4: Development**

The Development Committee shall lead the board's participation in resource development and fundraising; work with the staff to develop the fundraising plan; develop policies, plans, procedures, and schedules for board involvement in fundraising; and educate trustees about the organization's program plans and the resources needed to realize those plans.

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

**Jackie Messinger** (Board Vice-Chair) is the Volunteer Coordinator at Flying Horse Farms. She is an advocate for change and equality in urban education. Selected as a Teach for America corps member, Ms. Messinger taught for three years in the Atlanta Public School District while earning an M.Ed. Her first-hand classroom experience working with an at-risk population fueled her passion to make an even greater impact on education by supporting educators through program and professional development in a variety of non-profit roles. A native of central Ohio, Ms. Messinger has worked with families, educators, and the community to improve early learning experiences and to ensure a foundation for quality education for young children in Columbus. *Expertise: Education, Grant-writing, Community Outreach. Committees: Accountability, Development.*

## COMMUNITY SCHOOL CONTRACT

**Amber Merl** (Board Treasurer) is an Associate at Jones Day LLP as a trial lawyer focusing on litigation in state and federal courts. Her experience includes commercial cases, constitutional matters, contract disputes, regulatory matters, and complex appeals. Prior to joining Jones Day, Ms. Merl gained experience in a wide array of substantive legal areas by serving as a judicial law clerk to the late Ohio Supreme Court Chief Justice Thomas J. Moyer. She is a member of the Ohio State Bar Association and the Columbus Bar Association, as well as the Junior League of Columbus. *Expertise: Legal. Committees: Accountability, Finance.*

**Primus Suffren Jr.** is a Senior Project Manager at Messer Construction Co who leads the construction process of Complex Commercial Projects. He is responsible for creating and implementing the construction plan for his project team in addition to consultants, contractors, other engineers, owners and related parties. Responsible for the construction process and all costs related to the project, schedule, and safety. Primus has successfully completed many complex projects in Columbus, Ohio. Mr. Suffren Jr. has served for many years as the Vice President for the OSU Minority Engineering Alumni Society; which educates elementary and middle school students with the Engineering disciplines. He served as Vice Chair for multiple years and is a current member of National Society of Black Engineers Columbus Chapter in addition to being a mentor and advocate in the junior chapter which engages middle and high school students in the science and engineering projects. Mr. Suffren, Jr. has been very involved with Upward Bound and various types of organizations whose goal is to make the impact with the young students in order to help build future leaders for our society. *Expertise: Facilities maintenance and searches, project management, youth education. Committees: Development, Finance.*

**Marcie Rehmar** is Nationwide Children's Hospital's Director of Community & Patient Education. She is responsible for the divisions of Community Education, Patient and Family Education, Education Operations Audiovisual, Production and Tele-conferencing and Educational Resources. Ms. Rehmar's professional associations include: Healthcare Education Association, Association for Supervision and Curriculum Development, and NACHRI. Philanthropic pursuits include: Eastland-Fairfield Career and Technical Schools Bioscience Technologies Advisory Board, Columbus Public Schools STEMM Advisory Committee, Ohio Amblyope Registry Board, Leukemia Society of America- National Board of Trustees, Council on Health Information President. *Expertise: Education, Fundraising, Community Outreach. Committees: Development, Growth*

**John L. Shockley** (Board Chair) is Vice President and Senior Trust Advisor in the Wealth Management Group for PNC Bank, NA. Prior to joining PNC he was a practicing attorney in Dublin, Ohio specializing in small business formation and planning, taxation, estate planning and probate law, and worked for 3 other financial institutions including Ernst & Young, LLP. Mr. Shockley is a graduate of Ohio University, with degrees in Finance and Business Pre-law, and Capital University Law School. He is a member of the Columbus and Ohio State Bar Associations, as well as the Columbus Foundation Professional Advisory Committee, and various estate planning counsels in central Ohio. *Expertise: Finance, Legal. Committees: Development, Growth*

**Christina C. Wilson** has worked for the Columbus Coalition Against Family Violence since 2001, which recently combined with The Center for Child & Family Advocacy to bring together the strengths of two programs to create The Center for Family Safety and Healing. In her current position as Training and Development Manager, Ms. Wilson is dedicated to mobilizing the community to act on behalf of victims – victims of all ages, abilities, race and sexual orientation. She serves on several committees such as the Citizens Advisory Council for Franklin County Children Services, the Prevention Advisory Council for the Sexual Assault Response Network of Central Ohio, the Westside Health Advisory Committee through Columbus Public Health and has been a mentor with Big Brothers, Big Sisters of Central Ohio since 2007. Most recently, she has been accepted into the 2013 class of Leadership Columbus whose mission is to develop leaders who are well informed, committed and passionately engaged in creating a vital and thriving community for current and future generations. She earned her Master's from The University of Dayton in 2005 in Human Development Services. In 2001, she received her Bachelor's degree from Denison University in Religion with a minor in Black Studies.

**Jen Vessells** (Board Secretary) is an Associate with Baker & Hostetler, LLP, Columbus. A graduate of Ohio State's Moritz College of Law, Ms. Vessells' work has included high profile litigation, insurance defense and administrative matters. Ms. Vessells also holds a BBA in Marketing from the University of Cincinnati College of Business.

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

**Position:** Chief Executive Officer

**Reports to:** Board of Trustees

The Chief Executive Officer of Columbus Collegiate Academy is hired by and directly accountable to the Board of Trustees, and is primarily responsible for the school's success, academic achievement, rigorous culture, financial viability, organizational structure, and the institution's reputation.

**Position:** Director of Operations

**Reports to:** Executive Director

**Description**

The Director of Operations will be primarily responsible for all matters of school administration that do not directly relate to academics or student behavior at our Main Street and West campuses including but not limited to finance, facilities, food service, transportation, and administrative functions.

**Position:** School Director

**Reports to:** Executive Director

**Description**

The School Director is responsible for all internal operations of the school including the academic program and school culture. The School Director will ensure that teachers develop high quality curriculum using CCA's curriculum development process, assist the Executive Director with the recruitment and selection of faculty, oversee the implementation of interim assessments and the evaluation of results. The School Director implements and oversees an effective, building-wide, consistent student discipline system.

**Position:** Dean of Students

**Reports to:** School Director

**Description**

The Dean of Students will be the primary person responsible for oversight of non-academic concerns regarding students. S/he will serve as the interface between the school and the students' homes, ensuring consistent and timely communication from the school. The Dean of Students will also be responsible for student discipline, oversight of parent orientation, and coordination of student and family events outside of the regular academic program.

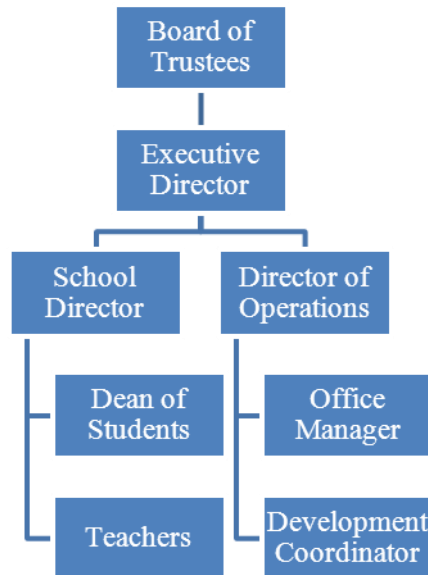
**Evaluations**

Columbus Collegiate Academy's Executive Director is evaluated annually by the Board of Trustees using the Executive Director evaluation rubric. The evaluation covers all aspects of the Executive Director's job description focused on three main areas: Leadership, Administrative, and Learning. There are indicators within each of these areas and the leader is evaluated using a four point scale where a four indicates Exemplary, a three indicates Proficient, and two indicates Developing, and a one indicates Limited. The rubric is completed by the Accountability Committee with input from the Executive Director and then shared with the full board. Rigorous annual job evaluation rubrics for other senior management staff are under development and will be complete by the 2014-2015 school year. Currently these positions are reviewed on a weekly, monthly, semi-annual, and annual basis by measuring completed job responsibilities, school performance data, student performance data, and parent feedback; these metrics are reviewed in leadership meetings and at Board of Trustees meetings.

**C3.1 Records**

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

## C.4 Staffing and Human Resources



**Position:** Board of Trustees

### Description

The Board of Trustees shall be fiduciaries of the Corporation and shall set overall policy for the school. The Board may make final decisions on matters related to the operation of the school, consistent with the charter granted to the school, and other applicable law.

**Position:** Chief Executive Officer

**Reports to:** Board of Trustees

### Description

The Chief Executive Officer of Columbus Collegiate Academy is hired by and directly accountable to the Board of Trustees, and is primarily responsible for the school's success, academic achievement, rigorous culture, financial viability, organizational structure, and the institution's reputation.

**Position:** Director of Operations

**Reports to:** Executive Director

### Description

The Director of Operations will be primarily responsible for all matters of school administration that do not directly relate to academics or student behavior at our Main Street and West campuses including but not limited to finance, facilities, food service, transportation, and administrative functions.

**Position:** School Director

**Reports to:** Executive Director

### Description

The School Director is responsible for all internal operations of the school including the academic program and school culture. The School Director will ensure that teachers develop high quality curriculum using CCA's curriculum development process, assist the Executive Director with the recruitment and selection of faculty, oversee the implementation of interim assessments and the evaluation of results. The School Director implements and oversees an effective, building-wide, consistent student discipline system.

## COMMUNITY SCHOOL CONTRACT

**Position:** Dean of Students

**Reports to:** School Director

**Description**

The Dean of Students will be the primary person responsible for oversight of non-academic concerns regarding students. S/he will serve as the interface between the school and the students' homes, ensuring consistent and timely communication from the school. The Dean of Students will also be responsible for student discipline, oversight of parent orientation, and coordination of student and family events outside of the regular academic program.

**Position:** Office Manager

**Reports to:** Director of Operations

**Description**

The Office Manager serves as the primary administrative staff member for the school. The Office Manager is responsible for effectively managing the information systems, communications, and other administrative systems of the school. S/he works closely with the School Director and the Director of Operations to manage both urgent and long-term administrative needs.

**Position:** Development Coordinator

**Reports to:** Director of Operations

**Description**

The Development Coordinator position is a part-time position (approximately 30 hours/week) designed to develop and build relationships with the constituencies and agencies that provide revenue support for Columbus Collegiate Academy.

*Recruitment of Senior Administrative Staff*

Administrative staff members in key leadership positions have historically been internal candidates who were recruited to assume leadership based on job performance and strict adherence to the mission of Columbus Collegiate Academy. CCA has successfully identified, engaged, and retained top talent since chartering and expects many candidates for open administrative roles will come from within the organization. In the event a leadership candidate is not found within the existing school, Columbus Collegiate Academy will leverage the national recruiting and training infrastructure of Building Excellent Schools to find and train leaders. Building Excellent Schools, in addition to being a founding partner of the Columbus Collegiate Academy, is a well-established national organization that has an extant, robust human capital infrastructure that it is able and willing to find leaders for CCA schools. Regardless of the source of administrative staff recruitment, Building Excellent Schools will provide its nationally-renowned urban charter school leadership formation experience through its LENS (Leadership for Emerging Networks of Schools) program. This comprehensive leadership training program will ensure that each CCA senior staff member has a similar exposure to the founder of Columbus Collegiate Academy and that CCA is able to energize its operations with the most up-to-date best practice from the nation's strongest urban charter schools.

**Position:** Teachers

**Reports to:** School Director

Columbus Collegiate Academy attracts highly qualified, motivated teachers who want to further strengthen their skills and make a dramatic impact on the educational and life trajectory of their students. Teachers are evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others and responsibility. Most



importantly, teachers are evaluated on their ability to dramatically improve student achievement as measured and outlined in our Accountability Plan. We work to attract entrepreneurial, mission driven, staff members - individuals who hold and enforce the highest academic and behavioral expectations and see student achievement as the ultimate reward. Each staff position at Columbus Collegiate has a clear set of responsibilities and duties. Our job requirements are demanding and we understand that working at Columbus Collegiate is not attractive to every teacher because of those high expectations. Although teachers have multiple demands placed on them, such as teaching four sections daily, organizing enrichment activities, maintaining contact with parents on a regular basis, and composing and evaluating end-of-trimester assessments, they are supported through multiple internal structures such as dedicated daily planning periods, scheduled weekly meeting times, clear expectations, a disciplined and structured school environment, and a visionary and supportive leadership team.

A broad educational spectrum of the adults in a school, employed in a variety of professional positions, is the most powerful influence on student academic performance. With this in mind, Columbus Collegiate will continue to recruit, train, and support the highest quality faculty and staff.

### *Teacher Recruitment and Selection*

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

The Executive Director and School Director share the responsibility of reviewing applications, interviewing, and making offers to potential candidates. All final decisions for hiring are made by the Executive Director. The Office Manager schedules interviews and mails all follow-up materials. The school ensures the quality of the staff through the use of the following five-step process for selecting and hiring the most qualified candidates. Throughout the process, teachers are evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others and responsibility.

- **Step 1:** Candidate submits an application, resume, and cover letter.
- **Step 2:** Executive Director and School Director separate candidates into three categories: (1) very strong, (2) good, and (3) weak. Very strong candidates are invited for an interview and to teach a sample lesson. Good candidates are scheduled for a 15-minute phone interview. If the phone interview is strong the candidate will receive an invitation to an in-person interview and to teach a sample lesson. Weak candidates are sent a postcard acknowledgment.
- **Step 3:** Candidates come in for the in-person interview and teach a sample lesson. For administrative positions, we may ask for additional documentation pertinent to their application. If the candidate has potential but would not be an appropriate hire at the time, we will put them in the “applicant hopper,” an internal database of individuals who,

after more experience teaching or with additional training, may be a possible hire in the future.

- **Step 4:** If the lesson and interview demonstrates that the candidate is strong, we will then request references and transcripts. If we are still unsure about the candidate's potential for success at Columbus Collegiate, we may ask for additional material such as another lesson plan or a follow-up interview or put them into the "applicant hopper."
- **Step 5:** If candidates have gone through the entire process successfully, we will make them an offer of employment. This offer will be contingent upon a background<sup>19</sup> and reference check.

### *Individual Instructional Support*

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

### *Observation and Evaluation*

Research, anecdotal evidence, and experiences as a principal in Boston, Massachusetts has led Kim Marshall<sup>20</sup> to come to the conclusion that using one full length observation of teachers is ineffective in changing what happens in the classroom. In addition to adding little value to student learning and teacher effectiveness, it is a time-consuming process. Instead, Mr. Marshall advocates for a much more frequent observation and feedback loop so that teachers know exactly what is expected of them throughout the year. Columbus Collegiate's instructional support, observation, and evaluation process is grounded in this research.

There are four broad types of observations used at CCA: mini-observations, informal observations, full observations, and peer observations. Observations serve as an important learning tool and as an avenue for each teacher to refine their teaching craft. Informal and full observations along with curriculum review meetings are used to complete a mid-year and end-of-year evaluation. Observations are a regular part of daily operations at Columbus Collegiate.

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

1. Curriculum Review: Standards and benchmarks, exam maps, unit sequence calendars, and course descriptions are reviewed during Summer Institute. Unit plans and trimester comprehensive exams are reviewed by the Director of Curriculum and Instruction before

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<sup>19</sup> Background checks will consist of reviewing local (including any county where the potential hire has lived in the past five years), state, and national, a licensure check, receipt of college transcripts, and national sex offender registry.

<sup>20</sup> This protocol is based on a series of articles by Kim Marshall and compiled in *Rethinking Teacher Supervision and Evaluation*.

the start of each trimester. In addition, weekly syllabi, daily packet keys and/or lesson plans are reviewed on a regular basis.

2. Peer Observations: Teachers are expected to conduct one full-period observation and two fifteen minute observations of their peers on a trimester basis. The full-period observation should be scheduled in advance with the teacher that is being observed, but the two fifteen minute observations can be on a drop-in basis. These observations are used for Professional Development purposes.
3. Mini-Observations: 3-5 minute mini-observations are conducted for non-evaluative purposes by the Director of Curriculum and Instruction, Dean of Students, and School Director. The three main purposes of mini-observations are to collect instructional trends, management trends, and to provide quick feedback to teachers. Mini-observations typically take place at least once per week.
4. Assessment Analysis: After every unit test and comprehensive exam, teachers fill out the Assessment Analysis template found on the Shared server. Then, teachers work with the Director of Curriculum and Instruction and School Director to complete an action plan for re-teaching and intervention.
5. Informal Observations: 15-20 minute informal observations are conducted for evaluative purposes by the School Director. The three main purposes of informal observations are to ensure objective alignment, support teachers in focused areas, and to provide specific feedback on classroom management and instruction indicators aligned to the summative evaluation rubric. Teachers receive informal observations on a bi-weekly basis and receive written feedback within 24 hours. Conferences may be scheduled on an as needed basis.
6. Full Observations: 50-minute full observations will be conducted for evaluative purposes by the School Director. The main purpose of full observations is to provide concrete evidence of a teacher's performance on an observation tool aligned directly to the summative evaluation rubric. Teachers receive four full observations each year, receive written feedback within 24 hours, and a post observation conference within 48 hours of the observation. Teachers create goals based on full observations.
7. Evaluation: While the bulk of the School Director's time is spent on teacher-support and mentorship, a formal mid-year and end-of-year evaluation is conducted for each teacher for the following reasons:
  - To formally recognize positive contributions made by teachers throughout the year.
  - To document best practices and identify teachers' mastery of teaching practices to further peer mentoring.
  - To provide enrichment for teachers to help push their practice, in keeping with our spirit of constant learning.
  - To formally address areas for improvement, whether major or minor, and indicate whether (and what) improvement is necessary.

The mid-year and end-of-year evaluation rubric is used to evaluate teachers in three main areas: Classroom Culture and Management, Instructional Planning and Delivery, and Responsibilities and Values.

The School Director writes the mid-year and end-of-year evaluations based on informal and full

observations, curriculum and assessment reviews, and two teacher self-evaluations. The evaluation is completed using the Summative Evaluation Rubric and will be based on what degree each staff member is meeting the expectations outlined in the table below. The focus of the evaluations is on exceptional strengths and areas for improvement (i.e. evaluations do not include a list of expectations being fulfilled). The goal is a succinct but helpful document that leads to a productive conversation of how best the school can support a teacher's individual Professional Development goals.

Teachers are asked to submit a self-evaluation in November and April, which is considered heavily in the development of the mid-year and end-of-year evaluation. In December and May, the Executive Director and the School Director will meet with teachers to present formal performance feedback in a 30-45 minute conference. Teachers receive their evaluation 24-48 hours in advance of these conferences. Staff members receive a brief follow-up email documenting additional topics discussed in each conference (e.g., proposed/requested areas of administrative support, addressing areas of improvement, action steps etc.).

### **C.5 Professional Development**

The fourth Core Value at Columbus Collegiate is that great teachers are essential for academic excellence. This belief requires the recruitment and selection of the highest quality teachers, as well as appropriate, high-quality professional development to support them, both prior to and during the school year.

Columbus Collegiate employs the use of full-staff seminars, led by both outside experts and school administration, meetings by department, meetings by grade level, and individual meetings, taking place during the summer and during the school week.

#### *Summer Institute*

Hiring teachers early the calendar year is a priority for Columbus Collegiate because teachers engage in summer professional development and extensive training for four weeks prior to the opening of the school. The total of 20 full days, from mid-July until mid-August, is communicated to new hires immediately upon hire to avoid schedule conflicts.

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

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

standards.

A considerable portion of this curriculum development time is spent working by subject area. Teachers review best practices in specific content areas, review textbooks and other curricular resources and align these materials with the unit plans, and review critical content components of their curriculum, as content mastery among teachers is essential to high student achievement.

### *Professional Development Days*

During the school year, Columbus Collegiate reserves eleven days for full-staff professional development. This time is used to address student achievement throughout the school. The School Director consults with the administrators and teachers to identify core areas of need among the faculty, based on student achievement results, particularly as measured by unit tests and comprehensive exams. On some occasions, the School Director and Executive Director deliver this professional development themselves; when appropriate, they bring in outside experts to cover specific subjects.

### *Weekly Meetings*

The institutional commitment to professional development continues with weekly faculty meetings in small groups. One afternoon each week is set aside for staff meetings. These meetings are used to discuss student achievement issues in each subject area, instructional strategies to address these issues, and to ensure both unit plans and assessments are closely aligned between classes. These meetings are particularly of value to teachers who teach different portions of the same subject area (such as math procedures and math problem-solving, or reading and writing) to ensure appropriate alignment between these subjects.

Once a week, grade-level meetings allow teachers to speak with each other about successful strategies for individual students. Teacher receive training on appropriate tools for discussion such that these conversations are as productive and professional as possible, and focus specifically on improving individual achievement through awareness of learning styles and collaborative strategies.

### *Teaching Load*

The standard teaching load for a Columbus Collegiate teacher is four sections of one discipline. As a result, no teacher teaches more than four classes per day and no teacher has more than one class for which to prepare. Ample planning time will be available to teachers during the day, and the clear expectation is that this time be used effectively for curriculum development and instruction planning.

### *Professional Development Effectiveness*

School leaders utilize three primary measures to gauge the effectiveness of professional development sessions. First, at the end of each week during Summer Institute and after workshops during professional development days, teachers fill out an evaluation for the training. Second, teachers and leaders create a school and department big goals data dashboard to measure student achievement outcomes across the year. Third, a matrix of teacher evaluation results is created to illustrate strengths and weaknesses in areas measured by the Summative Evaluation Rubric.

## **C.6 Student Recruitment and Enrollment**

### *Student Recruitment Plans and Policies*

Based upon an analysis of strong recruitment practices of similar schools, we have set our goals at recruiting at least one and a half times the number of students needed so that we can account for families who may in the end choose another school and also to create a secure waiting list. As we seek to enroll 100 students into our 6th grade fall classes, our target recruitment number is 150 students. While our primary target group is 6th graders and their families, we also build relationships with students and families in lower grades for future enrollment.

Columbus Collegiate Academy's marketing activities include: updated website information in including enrollment packet documents, multiple informational sessions and community presentations; strategic placement of ads in community newspapers and other print publications. The publicly available list of grade-eligible students in the 43205, 43203, 43206, 43201, 43211, 43207 43209, 43227, 43213, 43224, 43229, 43219, and 43232 zip codes will be requested and used to target our direct mail campaigns, phone call campaigns, and door-to-door efforts. Local businesses receive letters and drop-in visits from staff. We will also attend community events throughout the year which will give us the opportunity to connect with students and families who are less likely to find us through the previously mentioned methods. Once a family has expressed an interest in Columbus Collegiate, attempts are made to schedule a home visit meeting between the student, their family, and a CCA administrator. Historically, families who have the opportunity to hear about CCA program details in this format apply, enroll, and support their student's efforts throughout the year.

Applications are accepted during the Columbus Collegiate's open student enrollment period. Should we have more applicants than seats available, we will hold a random public lottery to determine student enrollment and our waiting list. Once students are enrolled into the school, families will attend a comprehensive school orientation during which we will explicitly discuss the school culture and review the Student and Family Handbook. The orientation will also allow families a second opportunity to raise any questions or concerns they may have about the school's high behavioral and academic expectations.

Enrolled students will also receive other pertinent information, including the identification of materials that the school must collect immediately from each student and their family. This information will be put into enrollment packets and will include an official acceptance form, records release form, family questionnaire, and medical forms. Also included will be information packets outlining dress policy, student uniform order slips, orientation and testing dates, and the school calendar. We will at this time create student files so that we are ready to organize and record all pertinent information for the school's reporting requirements.

Columbus Collegiate will abide by all legal admission policies outlined in Ohio Statutes. Preference will be provided for siblings of students enrolled in the school and for students residing within the district boundaries of Columbus City Schools. The school will be nonsectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition, and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital

or parental status, sexual orientation or physical, mental, emotional or learning disability.

**Columbus Collegiate Academy – Main: Student Enrollment Projection**

	2013-14	2014-15	2015-16	2016-17	2017-18
Grade					
6	98	98	98	98	98
7	78	88	88	88	88
8	59	74	74	74	74
Total	235	260	260	260	260

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

As a non-profit organization in the community, we recognize the need to establish partnerships with local individuals and organizations. Columbus Collegiate continuously seeks partnerships to assist the Board of Trustees and leadership team in realizing the mission and reaching the school's overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, the provision of mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs. The Executive Director and Founding Board will seek to further establish these partnerships in the neighboring communities, and has already established relationships with a number of organizations including:

- Boys and Girls Clubs of Columbus
- Cristo Rey Columbus
- Lower Lights Ministries
- Nationwide Children's Hospital of Columbus
- The Columbus Chamber of Commerce
- The Columbus Foundation
- The Columbus Partnership
- The Near East Area Commission
- COSI
- Columbus Museum of Art
- The Columbus Zoo and Aquarium
- Columbus City Schools
- Direction for Youth and Families
- JP Morgan & Chase
- Junior Achievement
- OSU Law School
- Hale Center at OSU
- Local Matters
- The Neighborhood Design Center
- NextGen Development Group
- Capital Law

- OSU Medical School
- Central Community House
- After Schools All Stars

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

Columbus Collegiate is deeply accountable to the students it serves, for their parents make the ultimate act of faith: to bring their children to our doors and trust our school to deliver an outstanding education and to fulfill our school mission. Close communication with our parents is essential. Together, we enter into a three-way partnership between parents, students, and our school to ensure a successful academic future for each child.

To ensure the voice of these parents is well heard, Columbus Collegiate has created a Parents as Partners group with unlimited seats for membership, with a chair and vice-chair elected or chosen for one-year terms. If desired by the group at-large, parents will be elected to the Parents as Partners chair position by a vote of parents of students currently enrolled in the school. This group supports the mission of Columbus Collegiate Academy by:

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

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



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

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

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

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

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

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

**EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL PERFORMANCE PLAN FOR  
ELEMENTARY AND MIDDLE SCHOOLS**

#### **EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL PERFORMANCE PLAN FOR ELEMENTARY AND MIDDLE SCHOOLS**

*As new state standards, assessments, and state and federal accountability metrics are implemented by the Ohio Department of Education, the SPONSOR and the GOVERNING AUTHORITY agree to amend, within 60 days of formal state implementation, Exhibits 1 (Education Plan) and 4 (Academic and Organizational Performance Plan) of this Contract to reflect the changes.*

Pursuant to Article III of this Contract, the Academic and Organizational Performance 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. Each of these Requirements may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of this Contract.

##### **SECTION A: ACADEMIC PERFORMANCE**

Key Questions used by the SPONSOR in gauging the Community School's Academic Performance include:

- 1) **Is the Community School rated, at a minimum, "C" and on a clear trajectory toward "B", and "A" on the state's academic rating system? See Section (A)(1) of this Exhibit.**
- 2) **Is the Community School outperforming comparable schools (e.g. local district schools, and similar community schools statewide)? See Section (A)(2) of this Exhibit.**
- 3) **Are the students enrolled in the Community School making substantial and adequate academic gains over time, as measured using the state's value-added analysis? See Section (A)(3) of this Exhibit.**
- 4) **Has the school developed, and demonstrated that it has met, school-specific indicators of success that go beyond statutory minimum requirements for student outcomes? See Section (A)(4) of this Exhibit.**

##### **INDICATORS OF ACADEMIC SUCCESS**

All grades 3-8 public school students must participate in Ohio's state assessments. Each school must administer all required state achievement assessments in reading, mathematics, social studies and science. These state assessments will serve as the primary indicators of academic performance for the Community School.

##### **SECTION (A)(1). STATE RATING PERFORMANCE REQUIREMENTS FOR THE COMMUNITY SCHOOL**

## COMMUNITY SCHOOL CONTRACT

**IS THE COMMUNITY SCHOOL RATED AT LEAST A “C” ON ALL PERFORMANCE MEASURES OF THE SCHOOL’S REPORT CARD FOR WHICH A LETTER GRADE IS ISSUED, AND AT LEAST A “C” OVERALL, ON THE STATE’S ACADEMIC RATING SYSTEM?**

**Requirement (A)(1)(a):** The Community School will be rated at least a “C” and will show marked progress towards a state rating of ”B” and “A” as defined by the Ohio Department of Education, on the following report card performance measures:

### **REQUIRED ACADEMIC PERFORMANCE MEASURES**

<b>Performance Measure</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Annual measurable objectives			
Performance index score			
Extent to which performance indicators are met			
Four and five year adjusted cohort graduation rate			
Overall value added score (or other progress measure if adopted by the State Board of Education)			
Value added scores			
Progress in improving K-3 literacy			
Overall letter grade	NA		
Gap closing	NA		
Achievement	NA		
Progress	NA		
Graduation	NA		
K-3 literacy	NA		
Prepared for success	NA		

### **SECTION (A)(2). ACADEMIC PERFORMANCE OF THE COMMUNITY SCHOOL RELATIVE TO COMPARABLE SCHOOLS**

**IS THE COMMUNITY SCHOOL OUTPERFORMING COMPARABLE SCHOOLS (I.E., LOCAL DISTRICT SCHOOLS, AND SIMILAR COMMUNITY SCHOOLS STATEWIDE)?**

**Requirement (A)(2)(a):** The Community School will outperform the home district average – the district in which it is located – on all reading, mathematics, social studies and science portions of the state’s proficiency/achievement assessments.

**Requirement (A)(2)(b):** The Community School will outperform the state community school average on all reading, mathematics, social studies and science portions of the state’s proficiency/achievement assessments.

### **SECTION (A)(3). ACADEMIC PERFORMANCE OF STUDENTS ENROLLED IN THE COMMUNITY SCHOOL OVER TIME**

**ARE THE STUDENTS ENROLLED IN THE COMMUNITY SCHOOL MAKING SUBSTANTIAL AND ADEQUATE GAINS OVER TIME, AS MEASURED USING VALUE-ADDED ANALYSIS?**

**Requirement (A)(3)(a):** The Community School will receive an overall composite score on the state's value-added measure that indicates that more than one year of progress has been achieved in both reading and mathematics. In the event there are amendments to, or a successor version of, Ohio's growth measure (a.k.a. "Value Added"), the Community School will demonstrate results showing better than average performance on the amended or successor growth measure.

#### **SECTION (A)(4). UNIQUE INDICATORS OF SUCCESS**

**HAS THE COMMUNITY SCHOOL DEVELOPED, AND DEMONSTRATED THAT IT HAS MET, SCHOOL-SPECIFIC INDICATORS OF SUCCESS THAT GO BEYOND STATUTORY MINIMUM REQUIREMENTS FOR STUDENT OUTCOMES?**

**Requirement (A)(4)(a):** The Community School has developed (see Exhibit 1, section A.7 of this Contract), and demonstrated that it has met, school-specific goals that go beyond state statutory minimum student performance requirements.

#### **SECTION B: FINANCIAL VIABILITY**

Key Questions used by the SPONSOR in gauging the Community School's Financial Viability include:

- 1.) Is the Community School a low to moderate risk financially?**
- 2.) Is the Community School a good steward of public funds?**
- 3.) Do enrollment trends indicate that the school is growing or, if at capacity, has a waiting list of students that wish to enroll?**

#### **INDICATORS OF FINANCIAL VIABILITY**

The financial viability of the Community School is assessed by examining the financial statements submitted by the Community School to the SPONSOR, required annual state audits, and the Community School's enrollment trends.

#### **SECTION B(1). SCHOOL FINANCIAL RISK**

**IS THE COMMUNITY SCHOOL A LOW TO MODERATE RISK FINANCIALLY?**

**Requirement (B)(1)(a):** Total assets (i.e., all asset classes) exceed total liabilities.

**Requirement (B)(1)(b):** The school has at least two months of cash reserves to expenditures.

**Requirement (B)(1)(c):** Eighty percent of invoices are paid within a thirty day period from issuance.

## **SECTION B(2). STEWARDSHIP OF PUBLIC FUNDS**

### **IS THE COMMUNITY SCHOOL A GOOD STEWARD OF PUBLIC FUNDS?**

**Requirement (B)(2)(a):** The Community School has been auditable for each year of the term of this Contract.

**Requirement (B)(2)(b):** The Community School has not been issued findings for recovery in any audit during the term of this Contract, from the Ohio Auditor of State.

**Requirement (B)(2)(c):** Any non-compliance, deficiencies, material weaknesses or findings issued to the Community School by the auditor of state have been corrected in the Community School's audit for the year immediately following the year in which the citations were issued.

## **SECTION B(3). ENROLLMENT TRENDS**

### **DO ENROLLMENT TRENDS INDICATE THAT THERE IS STEADY DEMAND FOR THE COMMUNITY SCHOOL?**

**Requirement (B)(3)(a):** Unless the maximum number of students, as set forth in this Contract, has been reached, the Community School's overall enrollment has increased from the previous year, for each year of the term of this Contract.

**Requirement (B)(3)(b):** The Community School has a waiting list of students, in at least some grades if not overall, who intend to enroll when space becomes available.

## **SECTION C: OPERATIONAL AND GOVERNANCE VIABILITY**

Key Questions used by the SPONSOR in gauging the Community School's Operational and Governance Viability include:

- 1.) Does the Governing Authority have a strategic plan, and is the board adhering to and making progress against that plan?**
- 2.) Have board actions been free of conflicts of interest?**
- 3.) Has the Community School, overall, met the SPONSOR's compliance requirements?**

### **INDICATORS OF OPERATIONAL AND GOVERNANCE VIABILITY**

The Operational and Governance Viability of the school will be assessed by examining The Governing Authority's performance against its strategic plan, avoidance of conflicts of interest, and satisfaction of the SPONSOR's compliance requirements.

## **SECTION C(1). GOVERNING AUTHORITY'S STRATEGIC PLAN**

**DOES THE GOVERNING AUTHORITY HAVE A STRATEGIC PLAN, AND IS THE GOVERNING AUTHORITY ADHERING TO AND MAKING PROGRESS AGAINST THAT PLAN?**

**Requirement (C)(1)(a):** The Governing Authority has a well-developed, comprehensive strategic plan, that is likely to result in an academically high performing, financially viable school long-term.

**Requirement (C)(1)(b):** The Governing Authority is adhering to, and making progress on, its strategic plan.

**SECTION C(2). ETHICS**

**HAVE GOVERNING AUTHORITY ACTIONS BEEN FREE OF CONFLICT OF INTEREST?**

**Requirement (C)(2)(a):** Governing Authority actions have been free of conflicts of interest, as evidenced by the Community School's audit and a review of board minutes.

**Requirement (C)(2)(b):** The Governing Authority has not had any matters referred to the Ohio Ethics Commission.

**SECTION C(3). COMPLIANCE**

**HAS THE COMMUNITY SCHOOL, OVERALL, MET THE SPONSOR'S COMPLIANCE REQUIREMENTS?**

**Requirement (C)(3)(a):** The Community School's submissions to the SPONSOR'S Epicenter system are at least 90 percent accurate and complete, for each year of the term of this Contract.

**Requirement (C)(3)(b):** The Community School's submissions to the SPONSOR'S Epicenter system are at least 90 percent on-time, for each year of the term of this Contract.

**Requirement (C)(3)(c):** Site visit records compliance is at least 90 percent compliant, in each category reviewed, for each year of the term of this Contract.

**EXHIBIT 5: LETTER OF APPROVAL TO OPERATE**



**EXHIBIT 5: LETTER OF APPROVAL TO OPERATE**

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

Columbus Collegiate Academy - Main  
1469 E. Main Street  
Columbus, OH 43205  
IRN number 009122, to begin operations for the 2013-14 academic year.

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

- \_\_\_\_ Certificate of Authority of Non-Profit 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 and 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 who 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 re-issued by the SPONSOR.

## COMMUNITY SCHOOL CONTRACT

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

**EXHIBIT 6: STATEMENT OF ASSURANCES**

Pursuant to section 3314.19 of the Ohio Revised Code, the SPONSOR annually shall provide the following assurances in writing to the department of education not later than ten business days prior to the opening of the school:

Sponsors are required to submit assurances annually for each of their schools to the Office of Community Schools at least ten business days prior to any of the following occurrences:

- A community school's first day of instruction in each academic year;
- When a school changes location; and,
- When a school adds a new facility.

Sponsor: \_\_\_\_\_

School Name: \_\_\_\_\_

IRN# \_\_\_\_\_ County: \_\_\_\_\_

School  
Physical  
Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

School  
Mailing  
Address: \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

School Building Phone: \_\_\_\_\_ School Building Fax: \_\_\_\_\_

***Please indicate the number of additional facilities associated with this school (IRN) (Complete a separate sheet for each additional facility)\_\_\_\_\_***

Grade Levels per contract: \_\_\_\_\_ Grade Levels Served in each facility: \_\_\_\_\_

OEDS-R  
Administrator: \_\_\_\_\_

OEDS-R Administrator E-mail  
address: \_\_\_\_\_

## COMMUNITY SCHOOL CONTRACT

OEDS-R Administrator Phone: \_\_\_\_\_ OEDS-R Administrator  
Fax: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Treasurer E-mail address: \_\_\_\_\_

Treasurer Phone: \_\_\_\_\_ Treasurer Fax: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Superintendent Email: \_\_\_\_\_

Superintendent Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I assure that: **(Please check each item with a mark that is found to be in compliance with OAC 3301-102-05).**

- ☐ A copy of the community school's current contract and any subsequent modifications is on file with the Office of Community Schools;
- ☐ The sponsor has a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Revised Code and federal law;
- ☐ The school has a plan and procedures for administering the achievement tests and diagnostic assessments as prescribed by sections 3301.0710, 3301.0712 and 3301.0715 of the Revised Code;
- ☐ The school's 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 (EMIS) established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;
- ☐ All required information about the school has been entered/updated in the Ohio Education Directory System (OEDS-R) or any successor system;
- ☐ The school has enrolled at least the minimum number of students required by division (A)(11)(a) of section 3314.03 of the Revised Code in the 2012-2013 school year;

## COMMUNITY SCHOOL CONTRACT

- ☐ All classroom teachers are licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to section 3319.301 of the Revised Code;
- ☐ The school's fiscal officer is in compliance with section 3314.011 of the Revised Code;
- ☐ The school has on file both BCII and FBI criminal records checks for all licensed and unlicensed employees including private contractors providing on and offsite student services and that the school has conducted a criminal records check of each of its governing authority members.
- ☐ The school holds all of the following:
  - ☐ Proof of property ownership or a lease for the facilities used by the school;
  - ☐ A certificate of occupancy;
  - ☐ Liability insurance for the school, as required by division (A)(11)(b) of section 3314.03 of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk;
  - ☐ A satisfactory health and safety inspection;
  - ☐ A satisfactory fire inspection; and,
  - ☐ A valid food permit, if applicable.
- ☐ The sponsor has conducted a pre-opening site visit to the school for the 2012-2013 school year or prior to a school offering instruction in a new facility or moving during the 2012-2013 school year;
- ☐ The school has designated a date it will open for the 2012-2013 school year that is in compliance with division (A) (25) of section 3314.03 of the Revised Code; and,
- ☐ The school has met all of the sponsor's requirements for opening and any other requirements of the sponsor.

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Name of Sponsor Representative:  
**Please Print**

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Title of Sponsor Representative:  
**Please Print**

## COMMUNITY SCHOOL CONTRACT

\_\_\_\_\_  
Sponsor Authorized Signature:

\_\_\_\_\_  
Date

**The items below are not required to be completed as part of the Sponsor Assurance on-site visit but are requirements listed elsewhere in statute.**

The school's safety plan for each building/annex associated with the school's name/IRN has been filed with the Ohio Attorney General and the Local Law Enforcement Agency having jurisdiction over the school, along with a blueprint of the building(s) (OAG only requires floor plan) and has been reviewed/revised within the last three years. Ohio Revised Code Section 3313.536

The school has a written policy governing academic prevention/intervention services for at-risk students that is updated annually. Ohio Revised Code Section 3313.6012.

**Send the signed form as a PDF to your lead consultant in the Office of Community Schools. If you do not know the name of your lead consultant or the e-mail address, please contact the Office at 614-466-7058 or you may locate the appropriate lead consultant in the List of Sponsors and OCS Lead Consultants on the office webpage at <http://www.ode.state.oh.us/GD/Templates/Pages/ODE/ODEDetail.aspx?page=3&TopicRelationID=1168&ContentID=9473&Content=82272>**

**EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**



**EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**

**Columbus Collegiate Academy – Main Governing Authority**

Name	Role	Term	Address
Jackie Messinger	Vice Chairperson	7/2008 – 7/2013	1469 E. Main St. Columbus, OH 43205
John Shockley	Chairperson	6/2010 – 7/2013	1469 E. Main St. Columbus, OH 43205
Amber Merl	Treasurer	9/2010 – 7/2013	1469 E. Main St. Columbus, OH 43205
Christina Wilson	Member	1/2012 – 1/2015	1469 E. Main St. Columbus, OH 43205
Jennifer Vessells	Member	1/2012 – 1/2015	1469 E. Main St. Columbus, OH 43205
Marcie Rehmar	Member	1/2012 – 1/2015	1469 E. Main St. Columbus, OH 43205
Primus Suffren	Member	1/2012 – 1/2015	1469 E. Main St. Columbus, OH 43205

**EXHIBIT 8: RELATED PARTY DISCLOSURE FORM**

## EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

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