

MASTER CONTRACT

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

Dated as of May 22, 2013

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COMMUNITY SCHOOL CONTRACT
For
KIPP: Journey Academy

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 KIPP: Journey Academy, located at 1406 Myrtle Avenue, Columbus, Ohio 43211 (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 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 5-8.

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, "KIPP: Journey Academy 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 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 GOVERNING AUTHORITY 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 the 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 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 16th Street, NW, 8th 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 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 Party Disclosure Form attached hereto as Exhibit 8

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

The Community School and GOVERNING AUTHORITY will comply with 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 percent 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 percent 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 percent 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 percent on any outstanding principal balance, 61-90 days: 6 percent on any outstanding principal balance, 90+ days: 8 percent on any outstanding principal balance. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of

Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of 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 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 school fixed assets valued at \$5,000.00 or more, as of the date the inventory was conducted, and submit a copy of the inventory to 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 GOVERNING AUTHORITY 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 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 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 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, annually, 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, annually.

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 Community 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 Community 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 Community School's overall performance, declare the Community School to be on probationary status pursuant to section 3314.073 of the Code, suspend the operation of the 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; provided, however, that such visits are not of a frequency or scope as to unreasonably interrupt or interfere with the Community School's operations.

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 in the new location nor 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 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 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 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 percent) 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 Community School in detail, the effective date of the termination or nonrenewal and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract. The expiration, termination, or 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 Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and 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 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 closing of the Community School 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 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
KIPP: Central Ohio
1406 Myrtle Avenue
Columbus, Ohio 43211

Copies to:

Vorys, Sater, Seymour and Pease LLP
Attn. Victor J. Ferguson, Esq.
52 East Gay Street, P.O. Box 1008
Columbus, Ohio 43216-1008

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).

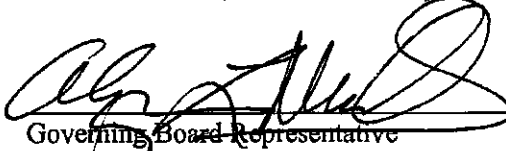
ON BEHALF OF THE
THOMAS B. FORDHAM FOUNDATION

By: 
Michael J. Petrilli
Executive Vice President

DATE: May 30, 2013

THE GOVERNING AUTHORITY OF

KIPP: Journey Academy

BY: 
Governing Board Representative

DATE: May 30, 2013

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EXHIBIT 1: EDUCATION PLAN

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

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

A.1.1 Vision

KIPP Journey Academy operational vision (written in 2012).

KIPP Journey Academy will be the standard of excellence among Ohio and national charter middle school programs and throughout the KIPP network. It is our mission and charge to prove the possible for free, public education in Ohio's "Capital City." KIPP Journey Academy students will be competitively positioned for the college-prep high schools that will support them in their continued climb of the mountain to and through college.

After a college-preparatory, rigorous curriculum aligned to both state and national¹ academic standards and purposefully talking through and modeling character strengths, our children will change the world.

To accomplish this aim of college and career-readiness, we will invest in and commit to the absolute success of our children in the following ways:

- A deep, focused commitment to **the Teaching Cycle**² in every classroom;
- Renewing and expanding our commitments to teach **Character**³ across our school and inside our classrooms;
- Creating an effective, robust **Data-Driven Culture**⁴, which relies on data to drive decisions that best serve students;
- Inspire a love of learning and pride in Journey with **Joy**⁵ by authentically celebrating team and family milestones together.

We will vigorously commit to providing these four pillars of an excellent school. Our mission cannot be realized with any one component in isolation but a chorus of the four driving our decisions, motivating and guiding our daily work, and ensuring a direct focus on moving children to and through our middle school and onto a college of their choice.

We will raise the bar. This is our blueprint for the journey.

¹ *The Common Core* curriculum – will be implemented for Reading, Writing, and Social Studies in 2012-2013; Math and Science to follow in 2013-2014.

² *KIPP Framework for Excellent Teaching Version 2.0*, Summer 2012

³ *KIPP: Metro Atlanta Student Alignment Framework*

⁴ *Data-Driven and Loving It: KIPP: Believe Primary*

⁵ *KIPP Framework for Excellent Teaching Version 2.0*, Summer 2012

Connection with a regional vision within KIPP Central Ohio (KCO)

By successfully executing our mission, KIPP Journey Academy will contribute to the realization of the KCO vision: *“KCO will deliver a superior K-12 educational product to more than 2000 underserved students in Columbus at a sustainable and replicable per-pupil cost basis; KCO’s students will meet or exceed the academic performance of students at the best public high schools in the state as defined by a range of indicators including success on the Ohio Achievement Assessments and college matriculation and completion rates.”*

KIPP Journey Academy serves all students, regardless of their special education status, prior academic record or behavioral history. Regardless of how well students are prepared academically when they enroll, they are met at their level by their teachers and then empowered to reach and exceed grade level expectations.

In order to leave KIPP Journey Academy firmly on the path to college, graduates will be equipped with the critical understanding, academic skills, self-awareness, and self-confidence necessary to succeed in competitive high schools across the city, state, and nation.

KIPP Journey Academy will serve as a leader in sharing within the public education community in Columbus. The educators employed at KIPP Journey Academy will have unparalleled opportunities for professional development within the KCO network. Like other KIPP schools, KIPP Journey Academy will host visits from teachers and leaders from other schools in the city and region. The school will actively share the strategies that are most successful with students.

A.1.2 Educational Philosophy

KIPP Journey Academy’s core values about teaching and learning will be modeled on KIPP’s Five Pillars. All KIPP schools are united by five principles that have resulted in success around the country. These principles distinguish KIPP Schools from other charter schools, push the mission of the school forward, and inspire student achievement. The KIPP Five Pillars are:

More Time

At KJA, students will spend nearly 15 percent more time learning than their peers at other public schools in Columbus. With a longer school day and year, students have ample time for instruction in reading and language arts, math, science, social studies, and foreign language. This schedule allows students the opportunity to master the foundational academic skills and habits of character necessary for success in top high schools. This time also allows the school to foster students' creativity through enrichment activities such as art, music, and choir.

Power to Lead

The KCO Board of Directors, which oversees its progress, governs KIPP Journey Academy, but all daily operations are carried out by the School Leader with the assistance of Leadership Team and KIPP Journey staff. Curriculum choices, hiring decisions, and financial priorities are all set by KJA staff, and the freedom from excessive regulations enables schools to respond rapidly to student and community need.

Choice and Commitment

KIPP Journey Academy is a city-wide charter school, meaning that parents choose to send their children to the school. KIPP offers parents another choice for their child's education, and the commitment they make contributes to the high quality offered by the school. The staff commits to do whatever it takes to ensure that the children learn and live the values of the school. This partnership helps build a school where the family and instructional staff are in constant communication to help the child maximize her ability. These commitments are enshrined in a Commitment to Excellence form signed by all teachers, families, and students upon enrollment in a KCO school.

Focus on Results

KJA will constantly use data to inform school-wide goal setting as well as daily instruction. The staff will not only constantly assess practices in the classroom, but also share the assessment results in weekly staff meetings, and analyze them to improve the instructional program. The school will create goals for each student based on initial diagnostic assessments in the most basic math and reading concepts. Teachers will utilize daily, weekly, and unit assessments to determine that students are learning and that their teaching methods are making significant progress.

High Expectations

Along with the national KIPP network and any future KCO schools, the KJA faculty believes that expecting the best of staff, families, and students will result in a learning community that promotes excellence. Every staff member at KCO expects EVERY student to achieve success on measurable standards, and for each child to positively contribute to the learning environment by exhibiting behavior that reflects school values. In addition to the five pillars, KIPP schools are guided by six essential questions that help us judge how well we are fulfilling our mission. Those six questions are:

- Are we serving the children who need us?
- Are our students staying with us?
- Are our students progressing and achieving academically?
- Are our alumni climbing the mountain to and through college?
- Are we building a sustainable people model?
- Are we building a sustainable financial model?

These six questions guide our reflection and planning process as we work to improve how well we fulfill our mission.

Instructional Methods

Recognizing the long-term, transformative effect of a great education, KIPP Journey Academy teachers will place student achievement and growth at the center of their work. They will understand that teaching is a team effort and actively seek to collaborate with and learn from their colleagues. They will use data to plan, reflect upon, and reassess their lessons, while benchmarking progress against ambitious classroom goals. They will take responsibility for building knowledge in their area of instruction, and they will create a classroom culture in which students are joyfully engaged in their learning.

KIPP Journey Academy teachers and staff will provide students a challenging, inquiry-based education that encourages them to take risks, confidently communicate their ideas, and share their passion. Through a robust and meaningful relationship with the surrounding community, KIPP Journey Academy will provide culturally relevant instruction to students and offer them regular service-learning opportunities.

The instructional methods employed by KIPP Journey Academy will be diverse and strategically suited to meet students' needs. In general, instruction will focus on student mastery, student engagement and individualized learning. This focus on student data allows teachers to target individual support and re-teaching based on students' specific needs.

Student growth data collected regularly by teachers will be managed and analyzed by the school-wide Performance Evaluation Manager. To give a complete picture of student growth, KIPP Journey Academy will utilize multiple assessments. Reading mastery will be measured every six to eight weeks with the Fountas & Pinnell Benchmark Assessment System, and students will be assigned leveled reading material based upon their score. To ensure progress towards state standards and in preparation for end-of-year tests, students will also participate in quarterly, standard-based interim assessments in the core subjects of math, reading, and science⁶. Finally, to measure mastery relative to the rest of the country, students will sit three times each year to take the Measures of Academic Progress (MAP), norm-referenced, computerized, adaptive math and reading tests offered through the Northwest Evaluation Association (NWEA).

KIPP Journey Academy will employ a special education strategy guided by the philosophy that students should be placed in the Least Restrictive Environment (LRE) that meets their educational needs. Drawing from best practices across the KIPP network, KIPP Journey Academy will use a modified inclusion model to provide academic and social supports to students both at the top and bottom of the academic performance scale. To equip KIPP Journey Academy with the tools it needs to serve all of its students, KCO is currently developing a structured RtI program that can be implemented for at-risk students, exploring the use of technology applications (such as IXL, Study Island, and LEXIA) to advance DesCartes objectives, and formalizing the process by which content and grade-level intervention specialists coordinate with general education teachers.

Supporting Research

Key aspects of this model are tried and true within the KIPP network. An independent study of 22 KIPP middle schools across the country concluded that despite larger proportions of racial minority and economically disadvantaged students than nearby districts, KIPP schools had a positive, statistically significant, and educationally substantial impact on state test scores in math and reading (For a detailed list of independent reports studying the impact of KIPP schools, please visit <http://www.kipp.org/about-kipp/results/independent-reports>). The study suggests the success is attributable in large part to the common practices found within all KIPP schools (and described above as characteristics of the KIPP JOURNEY model): extra time on task, data-driven instruction, a heavy emphasis on teacher leadership and collaboration, and high

expectations for all students. By effectively anchoring these principles in the school model, KIPP JOURNEY will achieve similarly impressive results for its students.

The results from the first KCO middle school, KIPP Journey Academy, have been compelling. Now in its fifth year, the school has effectively adopted the principles described above, and it boasts strong progress while serving a student population in need of quality educational options. On the fifth grade OAA, only 29 percent and 33 percent of the first class of students scored proficient or above in math and reading, respectively. Only three years later, 65 percent and 72 percent of those students, respectively, scored proficient or above, surpassing CCS proficiency rates. At the same time, KIPP Journey Academy improved from a first year rating of Academic Emergency to become the highest performing school—charter or district—in its neighborhood (the only school ranked “Effective” or above in the Linden neighborhood). In early 2012, KJA was the only school in Ohio and only KIPP school nationwide to be awarded the New Leaders’ EPIC Award for student growth.

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

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

A.3 Curriculum and Instruction

KIPP Journey Academy will maintain a rigorous, purposeful learning environment that cultivates determined, achievement-oriented students. The KIPP Journey Academy educational program will feature diverse learning modalities that drive KCO students to the common goal of college preparedness. The program is standards-based, integrated horizontally and vertically, and provides teachers with significant lesson planning support while still allowing them room to innovate in their own classrooms.

Curricula

KIPP Journey Academy will implement a curriculum and instructional strategies characterized by the following:

1. **Standards-Based.** Standards drive instruction, not purchased curriculum. The School Leader will work with teachers to design a standards-based scope and sequence for each subject per grade level. Teachers use these scope and sequences to develop yearlong standards-based pacing guides, unit plans, lesson plans and daily objectives. Every piece of the instructional design links back to the Common Core standards.
2. **Data-Driven.** All instructional decisions will be anchored in student data. Teachers will begin by using diagnostic and beginning-of-year assessment data to adjust pacing guides and differentiate instruction. During lesson planning, teachers identify formal (daily or weekly assessments) and informal ways (checking for understanding through observation or hand signals) to collect data about student understanding; teachers use this data to adjust scaffolds, pacing and student grouping. Teachers analyze student data during

grade-level meetings and professional development to inform practice. The School Leader will meet regularly with the Assistant School Director and Instructional Coach to analyze student data and use it to drive observations, feedback and teacher development.

3. Differentiated. Instruction cannot be one-size fits all. KIPP Journey Academy teachers will employ multiple techniques to ensure all students learn. Teachers work towards meeting students at their learning level, and therefore use flexible grouping to support and accelerate achievement. Lesson plans identify focus students, language objectives and necessary scaffolds to support individual students. Students access material in small groups, whole group and individual settings. Often, grade level leaders may group students in homogeneous classes to facilitate targeted intervention. At other times, grade level leaders may feel heterogeneous classes will better facilitate student-to-student tutoring.
4. Culturally Relevant and Responsive. Culture is a necessary dimension towards academic achievement. KIPP Journey Academy believes a culturally relevant and responsive approach is essential to build an academic program that pursues excellence and equity and builds our students' sense of responsibility to positively impact their community. Cultural and community history as well as current reality will be embedded across content areas and drive social studies lessons. KJA will adopt a variety of instructional aids and established curriculum plans, which include: Lexia; IXL; Study Island; i-Ready, and a guided reading-based intervention program that takes place for about 45 minutes each day and is leveled using Fountas & Pinnell assessment data. KIPP Journey Academy intends to utilize the following curricula:

The curriculum used at KIPP Journey Academy is based on the following source materials. Courses with a (CC) designation were designed and aligned to Common Core standards:

Grade Level	Math	Reading	Science	Social Studies
5th Grade	enVision Math 5th Grade (CC)	KIPP NYC 5th ELA Curriculum (CC)	FOSS Science	History Alive! U.S. History
6th Grade	Prentice Hall Course # 1 (CC)	KIPP NYC 6th ELA Curriculum (CC)	FOSS Science	History Alive! Ancient Civ
7th Grade	Prentice Hall Course # 2 (CC)*	KIPP NYC 7th ELA Curriculum (CC)	FOSS Science	History Alive! Medieval Civ
8th Grade	Prentice Hall Course # 3 (CC)**	KIPP NYC 8th ELA Curriculum (CC)	FOSS Science	History Alive! U.S. History***

* There is also a Prentice Hall Pre-Algebra course for 7th grade for the honors track classes.

** There is also a Prentice Hall Algebra course for 8th grade for the honors track classes.

*** Covers U.S. History through Reconstruction

KIPP Journey Academy will hold teachers accountable for curriculum planning, instruction, and assessment that is aligned to the Common Core standards and designed to meaningfully engage students in the learning process. By ensuring a focus on aligned, standards-based curriculum and effective pedagogy, KIPP Journey Academy will ensure mastery of Common Core standards. Two weeks of professional development for staff before the start of school will include workshops on curriculum planning and sequencing and the use of research-based strategies. While all KIPP Journey Academy teachers will be granted the “Power to Lead” and innovate within their classrooms, all lesson plans will share common elements to ensure continuity across grades and content areas. Lesson plans will document the specific state standards, the daily objective, an engaging “Do Now” activity, the presentation or modeling of new material and concepts, guided and independent practice, and an “Exit Ticket” or other form of end-of-class assessment.

Alignment with Common Core and College Preparatory Standards

KIPP Journey Academy curricular plans are developed in alignment with the Common Core Standards and revised to ensure college preparatory rigor across all grades and content areas. One of the best ways to understand college preparatory learning standards is to see them in action. KIPP Journey Academy will coordinate regular visits for its students and faculty to the highest performing high schools in the Columbus region through the KIPP to College program and office. These visits inform the way teachers develop curricular plans and provide students with a larger context for their academic work: knowing where they need to go helps them understand what they need to do to get there.

KIPP Journey Academy’s curricular plans will emphasize three areas in particular that are essential to success in college preparatory high schools and post-secondary education: non-fiction studies, writing, and technology. These three elements will be woven throughout the KIPP Journey Academy curriculum. Students engage with a variety of non-fiction texts in science, math, literacy, and social studies where they learn to be comfortable reading different non-fiction forms. In all subject areas students learn how to synthesize and evaluate in writing the information they learn in non-fiction texts. All of KIPP Journey Academy’s work with non-fiction and writing is inflected through technology. Students will engage academic material through technology in nearly every classroom. Overall, approximately ten percent of math instruction will be technology-based and sixty to seventy percent of direct instruction is impacted by technology such as laptops, iPads, and SMART Boards and SMART response clickers.

Technology use in the classroom will increase as students move through KJA: grade 5 students will have twenty-five minutes of daily access to individual programs such as Study Island and IXL; grade 6 math classes regularly feature technology-based station learning; and by grade 8 students are using technology in every class. At every grade level, KIPP Journey Academy will continually evaluate the balance between structured and independent learning opportunities in its instructional approach, so as to provide students with both the basic skills and independence necessary for success in high school.

While a strong curriculum is essential to a successful education program, KIPP Journey

Academy will be innovative in the way academic material is delivered to students. Namely, the KIPP JOURNEY education program will differ from other district and charter schools due to the following: use of extended time, character education, innovative teaching and learning methods, and assessments and use of data. To ensure a thorough and effective implementation of a college preparatory educational program, the KIPP Journey Academy school year will include nearly 1,300 hours, which is nearly thirty percent more than the 920 hours mandated by Ohio state charter law. KIPP Journey Academy will be open from 8AM - 4PM every school day.

KIPP Connect, an after-school program, offered to all students in partnership with the Boys & Girls Club of Columbus will extend from 4PM - 7PM Monday through Thursday. Thus, many students will spend nearly 48 hours at KIPP Journey Academy each week. KIPP Journey Academy will also operate an opt-in summer program focused on arts, community service and sports instruction in partnership with the Boys and Girls Clubs of Columbus. The extended learning time will be used for a variety of purposes, all of which drive towards KIPP Journey Academy's goal of achieving universal college preparedness for its students.

All students will participate in daily, 40 minute guided reading groups; extended time will also be used to provide technology-based math remediation for those students requiring it. Finally, some extended time is distributed throughout the school day to provide longer core instructional periods. Instructional Strategies Conceptually, all teaching at KIPP JOURNEY will be anchored in the KIPP Framework for Excellent Teaching. Derived from some of the most important and innovative research of the past decades, the Framework employs a "No Excuses" philosophy to education. Specifically, the Framework believes the following:

- Student growth and achievement is at the center of all KIPP teaching; first and foremost, KIPP teachers must ensure their students are learning
- Underlying every aspect of KIPP teaching are the KIPP beliefs and character; a philosophy of "No Excuses" and "Work Hard. Be Nice." will be evidenced in everything KIPP teachers do
- The four essential elements of teaching are: self and others (understanding oneself and connection to others), classroom culture (unifying students around one vision, one goal, and one set of expectations), the teaching cycle (planning, implementing, evaluating, and revising one's practices), and knowledge (understanding all material one presents and furthering rigor at every opportunity)

While the framework provides a conceptual structure for teaching at KIPP Journey Academy, the school will utilize other sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Journey Academy intends to adopt many of the practices of leading researchers like Doug Lemov (Teach Like A Champion) and John Saphier (Skillful Teacher). Both of these texts are derived from a "no excuses" philosophy on education and have proven extremely effective helpful in achieving results in urban classrooms across the country.

KIPP Journey Academy teachers will use a variety of instructional strategies and methods to assure that the learning styles and needs of all students are addressed. Lessons will include

whole-group spiraling reviews, whole group mini-lessons, small group instruction, independent study and one-on-one support. Each teacher will work with groups of students or individuals based on the students' needs. Each teacher will employ strategies such as modeling/think aloud, discovery, cooperative learning, project based learning, and direct instruction. Using a variety of methods will allow teachers to choose methods that are best suited for the content while development a love of learning in each student.

Ultimately, teachers will be empowered, through staff development, training, and discussions with the principal and other teacher leaders, to use a variety of strategies and methods in the classroom and to make instructional decisions based on their strengths, their students' needs, and the needs of the school. The principal will not prescribe any one method of instruction for the classroom teachers to use. The best instruction incorporates a variety of strategies in order to meet the needs of all students. KIPP instruction has come to be known for how multi-sensory it is. KIPP teachers develop chants, songs, and kinesthetic and tactile activities through which students can learn and retain content knowledge and skills. These activities help KIPP teachers meet the various needs and modalities of all learners.

KIPP instructional strategies include traditional methods like whole-class instruction with materials such as blackboards, overhead projectors, and textbooks. They also include multi-sensory methods that utilize technology, like LCD projectors, document cameras, and computers and that provide students with kinesthetic and tactile learning activities. Students will have many opportunities to learn as members of whole classes, as members of smaller cooperative groups, and as individual students. To further ensure that students are exposed to, well-informed about, and actively engaged with the wide array of cultural diversity that exists in our world and its manifestations in all subject areas, KIPP Journey Academy faculty will supplement the regular curricula with multicultural materials and activities. Picture books and stories read by the students will contain storylines set in various countries and cultural settings, will be written by authors of various cultural backgrounds, and will engage students in experiences of people in those settings and from those backgrounds.

For reading, social studies, science, and mathematics, faculty members will develop hands-on, cross-curricular activities that provide students with substantial information about different cultures. These activities will prompt students to understand problems that people from those cultures face and to develop solutions to solve those problems. All of these instructional methods will be used to make sure that our students have the academic knowledge, habits, and character traits needed to climb the mountain to and through college.

Character Education

KIPP Journey Academy's mission will be to provide its students with the academic preparation and character strengths to achieve in higher education and throughout their lives. Following from the groundbreaking programming piloted in the KIPP NYC region, KIPP Journey Academy will implement dual-planning lessons across all grades. These dual-planning lessons will link character strengths (grit, zest, self-control, etc) with academic content; just as students will receive academic progress reports, they will also be issued character progress reports. Students

will also be taught character strengths through optional Saturday and after-school programming. Service learning will be scoped and implemented through "Service Saturdays" which will bring together students, families, and teachers five times annually to carry out community service projects.

Student Supports & Differentiation

KIPP Journey Academy is dedicated to meeting the needs of students at both ends of the achievement spectrum. As such, in each grade, KIPP Journey Academy will maintain honors classes for advanced students and also a resource room for students in need of remedial attention. All students participate in guided reading interventions for one hour each day. During guided reading, however, students are grouped homogenously based upon their Fountas & Pinnell reading level. Serving At-Risk Students As described elsewhere in this renewal application, KIPP Journey Academy is committed to doing whatever it takes to serve its students and their families. In order to meet the needs of any students facing emotional, physical, or psychological hardships, KIPP Journey Academy will hire counselors, therapists, psychologists and any other appropriate professionals to assess and administer treatment to students. KIPP Journey Academy will adhere strictly to any services mandated or recommended in a students' IEP.

KIPP Journey Academy will also work with The Ohio State University School of Social Work to coordinate a social work internship program at the school so that students receive appropriate services. KIPP Journey Academy is committed to placing all students in their Least Restrictive Environment and will include all students in regular instruction classrooms wherever possible.

Classroom and non-classroom based opportunities

Classroom based learning opportunities are described throughout 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 field lessons, college visits, KIPP Connect, and partnerships with local businesses and non-profits including but not limited to Columbus Music Academy, COSI, Nubian Knowledge, Wexner Center for the Arts, Boy Scouts of America, Girl Scouts of America, Children's Hunger Alliance, Ernst & Young, OSU Honors & Scholars program, Banana Republic and the Linden Development Corporation.

A.4 Target Population

Students at KIPP Journey Academy schools nearly 90 percent African American and over 90 percent qualify for free or reduced priced lunches. In the 5th grade, students typically begin the year about two years behind grade level as judged by nationally normed standardized tests. Approximately 14 percent of students at KIPP Journey Academy qualify for special education services. KIPP Journey Academy will serve students will serve students in grade or age equivalent levels fifth through eighth.

Students will come from the most underserved neighborhoods within the city, including Linden, King Lincoln, South, Weinland Park, and Hilltop. Students served at KIPP schools can generally be described as traditionally underserved, meaning that their previous schools failed to

sufficiently educate them to their full potential. Upon enrollment in a KIPP school, students typically show strong academic growth very quickly due to the strong teaching methods employed by KIPP teachers and overall school culture.

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

A.5 School Calendar & Daily Schedule

The school calendar is built within the framework of the Columbus City Schools calendar each year. The same holidays and start dates are observed. There are additional days built into the calendar for staff professional development (at roughly 1 in each calendar month) for the staff to review school-wide data, examine elements of teaching pedagogy, and develop new initiatives to increase student achievement.

Overall, our students have 173 instructional days and 1,211 instructional hours in the 2012-2013 academic year. The current daily schedules are outlined below:

Upper School	7th Grade	8th Grade
Entrance	8:20 A	8:20 A
Homeroom	8:30-8:50 A	8:30-8:50 A
Tardy Time	8:40 A	8:40 A
1 st Period	8:52-10:04 A	8:52-10:04 A
2 nd Period	10:06-11:18 A	10:06-11:18 A
Lunch/Recess	11:20-11:35 A	11:20-11:35 A
Recess/Lunch	11:38-11:53 A	11:38-11:53 A
3 rd Period	11:55-1:07 P	11:55-1:07 P
4 th Period	1:09-2:21 P	1:09-2:21 P
Pull-Out/Study Hall	2:24-3:01 P	2:24-3:01 P
Guided Reading	3:03-3:48 P	3:03-3:48 P
Homeroom	3:48-3:58 P	3:48-3:58 P
Dismiss	3:56 P	3:56 P
Busses Depart	4:00 P	4:00 P
Team Meetings	4:15 P	4:15 P

5th Grade	
Entrance	8:20 A
Homeroom	8:30-8:50 A
Tardy Time	8:40 A
Guided Reading	8:53-9:38 A
1 st Period	9:40-11:16 A
2 nd Period	11:18-12:54 P
Lunch	12:56-1:11 P
Recess	1:13-1:31 P
3 rd Period	1:33-3:09 P
Homeroom	3:11-3:21 P
Pull-Out/Study Hall	3:23-3:58 P
Dismiss	3:58 P
Busses Depart	4:00 P
Team Meetings	4:15 P

6th Grade	
Entrance	8:20 A
Homeroom	8:30-8:50 A
Tardy Time	8:40 A
Extension Period	8:50 - 9:38 A
Guided Reading	9:40 - 10:25 A
1 st Period	10:28 - 11:48 A
2 nd Period	11:50 - 1:10 P
Lunch	1:13 - 1:28 P
Recess	1:28 - 1:48 P
3 rd Period	1:50 - 3:10 P
Homeroom	3:10 - 3:21 P
Pull-Out/Study Hall	3:23 - 3:58 P
Busses Depart	4:00 P
Team Meetings	4:15 P

A.6 Special Student Populations

KIPP Journey Academy provides a progressive and seamless special education service delivery system. The service delivery model incorporates two key concepts: case management and integrated services.

Case Management in special education encompasses a collaborative practice model including students, parents, teachers, administrators, social workers, clinical providers, nurses, and other practitioners as warranted. The Case Management process promotes communication and facilitates care along a continuum through effective resource coordination. The goals of special education case management include the achievement of academic success, easy access to interconnected and appropriate resources, the transfer of specialized interventions into practical application within the classroom and school community, and reinforcement of student self-

efficacy (adopted from the American Case Management Association's definition).

Integrated service delivery, also known as networked delivery, focuses on engaging teachers, support staff and clinical providers in joint problem-solving and accountability through a school-based, one-stop point of access for special education services. Stakeholder collaboration and collegial teaming, driven by the Special Education Coordinator, is the foundation of an effective integrated system, resulting in more seamless service delivery for students with disabilities.

The KIPP Journey Academy special education programs create the opportunity for every student, regardless of identified need, to be academically and personally successful in school. KIPP Journey Academy will promote an inclusive environment for all learners and work tirelessly to meet every student where s/he is in order to ensure they exit the program fully prepared to successfully continue their studies in high school and beyond.

- Traditionally, approximately 14 percent of KIPP Central Ohio students have a variety of identified special needs as indicated on an IEP
- The KIPP JOURNEY ACADEMY model will promote inclusion and pull-out opportunities in all content areas. Most students spend 80 percent or more time in a regular education classroom assisted by both general and special education teachers
- A small group of students (< 10) with severe learning or behavioral disabilities will attend resource classes during which special education teachers deliver targeted instruction in math and reading
- As required, students will be supported by a contracted speech therapist, a contracted occupational therapist, a contracted physical therapist, a contracted school psychologist, an in-house social work intern and special education teacher
- Specially designed instruction utilizes one-to-one or small group instruction. The model centers on the special education teacher, who also serves as the case manager directly responsible and accountable for ensuring the academic progress and individual case compliance of 10 to 16 special education students. The special education teacher is the primary point of contact with students and families, communicating regularly and often with both families and the general education staff. This model decentralizes traditional case management tasks and empowers the special education teacher/case manager to focus on academic achievement by analyzing individual student needs; creating and delivering a responsive and targeted instructional continuum; drawing upon available resources and services; monitoring progress; convening meetings; and proactively readjusting service delivery as warranted.

Within a teacher-centered operations model, administrators, adjunct staff, clinical providers, and technical consultants wrap their support around the teacher/case manager to maximize the academic success of each student through holistic and integrated service delivery. The model has proven to be especially effective in helping special education teachers/case managers target specific student weaknesses, promote meaningful compensatory strategies, transfer related service interventions into practical application in the classroom, and bring troubling cases into compliance. The following are the primary roles and responsibilities that comprise this model:

- The Teacher/case manager, supported by the Special Education Coordinator and clinicians (contracted), implements and updates meaningful IEPs, reports progress quarterly, maintains a portfolio of student work, communicates regularly with parents and

general education teachers, communicates frequently with and seeks advice and support from clinical providers in complex cases, maintains compliant special education files, and convenes Annual IEP and Triennial Review meetings.

- The Special Education Coordinator, who serves as the link between school-based teams and the School Leader and the KIPP Central Ohio regional office, encourages high expectations for teacher and student performance, stays abreast of best practices research, monitors and promotes compliance; monitors the delivery of instruction and related services, reports program data and progress to school leaders, coordinates evaluations. The Special Education Coordinator may also carry a caseload, although lower in student number.

Continuum of Instructional Programming

KIPP Journey Academy will provide struggling students a continuum of instructional options to support student success within the general education curriculum.

At the middle school level, special educators focus on helping adolescent students with study skills, organization, time management, and task/assignment completion. Students who struggle with basic skills learn compensatory strategies and develop skills using alternative and specialized instructional methods and strategies. Middle school students receive related services in small group and individual sessions, during which clinicians use classroom assignments and projects to reinforce practical application of therapeutic interventions.

Students with Disabilities

IEP Assessment, Review, Revision and Implementation

As a KIPP school, KIPP Journey Academy commits to the placement and provision of services to each student with disabilities in his or her individualized education program (IEP) as follows:

- To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are non-disabled; and
- Special classes, separate schooling or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- A continuum of services and placements is available to meet the needs of children with disabilities for special education and related services.
- Supplementary services may be provided in conjunction with regular class placement.
- The educational placement of each child is reviewed every 364 days.
- The educational placement of each child is based on the decision of the IEP team.
- In selecting the Least Restrictive Environment (LRE), consideration is given to any potential harmful effects on the child or on the quality of services that could result from the placement /services.
- Students with IEP's are included in school as well as general state and district-wide assessment programs, with all necessary accommodations where appropriate.
- The IEP committee assures that students with disabilities are educated with non-disabled students to the maximum extent appropriate to meet the students' individual education

plan and overall educational needs (including academic and development areas such as language and social).

- Removal of the student from general education will occur only when the nature and severity of the disability is such that education in general classes, including art, music, and PE with the use of supplementary aids and services, cannot be achieved satisfactorily.
- This removal will be based on a review of the student's educational status which may include but are not limited to information from KIPP Journey Academy staff, parents, assessment data, grades/achievement data, psychological data, medical data, related services data, or other pertinent information
- Supplementary aids and services may include but are not limited to: team teaching, content mastery, helping teacher, modifications, etc. as determined by the IEP committee
- The IEP team will document that there is a continuum of services and placements available and alternative placements were tried or considered such as: compensatory education, school health services, bilingual classes, ESL, reading intervention program, tutorials, pre K program, or adaptive equipment
- In selecting the LRE, potentially harmful effects of any possible placement or services will be considered.
- The IEP committee assures that the student is provided the opportunity to participate in nonacademic and extracurricular activities on the same basis with non-disabled students to the maximum extent appropriate considering the needs of that student. If the student is not able to participate, the IEP team will specify areas and state why the student is excluded based on his/her individual needs and abilities.

In providing programs, services, and activities for students with disabilities, KIPP Journey Academy shall first use those resources made available to all students. When appropriate, students receiving special education services shall:

1. Remain in the general education program with special education support services, supplementary aids, or other special arrangements, if needed;
2. Be educated to the maximum extent appropriate with students who are not receiving special education services;
3. Be provided opportunities to participate in school activities on the same basis as students who are not receiving special education services; and
4. Be offered an opportunity for interaction on a regular basis with students who are not receiving special education services.

Evaluation Process

Once students are registered for KIPP Journey Academy and a lottery has been performed, staff from the school will meet with the families of each student. At this time, staff will talk with parents about their student's IEP history.

KIPP Journey Academy staff offers all parents the right to have their student evaluated for special needs. KIPP Journey Academy shall then record in writing the eligibility of students with special needs. All evaluations and re-evaluations are undertaken by a special education certified and licensed staff member working with the school. If, upon evaluation, it is determined

that the student is not eligible for services for special needs, the parents or legal guardians shall be informed in writing of the evaluation findings in compliance with notice requirements of this section within 10 school days. If the decision is that the student is disabled and eligible for special education, KIPP Journey Academy shall initiate and conduct a meeting to develop an IEP.

A school psychologist licensed to conduct evaluations maintains documentation concerning referral and evaluation data in the special education referral packet. Personnel responsible for referral and evaluation sign and date both referral forms and written evaluation reports. A written evaluation report that addresses the presence or absence of those symptoms or conditions is included in the specific eligibility criteria for the handicapping conditions for which the student is being assessed. The report includes the type and severity of the impairment and the functional implications for the educational process. The review committee shall have sufficient information to determine whether or not the student has a disability and is in need of special education services. The diagnostician makes recommendations for modifications and implantation strategies to ensure the academic and behavioral success of the students.

Special consideration is given to the evaluation of physical, mental, and emotional conditions. All referred students except those referred for consideration as homebound, hospitalized, or speech impaired receives a full, individual evaluation by the multidisciplinary team, which includes at least one teacher or specialist with knowledge in the area of the suspected disability. The professional responsible for assessing each area makes professional judgments regarding the degree to which the evaluation in each area is necessary. Specific eligibility criteria for the disability in question indicates the minimum intensity of evaluation in each area, but the written report will address each of the following six areas according to the criteria in the policy and procedures manual: language dominance, language proficiency, physical, emotional/behavioral, sociological, and intellectual. The purpose of the full individual evaluation is as follows:

1. Determine the presence or absence of a physical, mental, or emotional disability which may be contributing to a student's educational need;
2. Determine the presence or absence of a significant educational deficit requiring special education instructional services;
3. Identify specific learning competencies in instructional and related service areas;
4. Provide information that is linked to instruction and recommendations to support student achievement;
5. Make recommendations for determining the grading criteria and procedures for participation in extracurricular activities; and
6. Provide information relative to the appropriate mastery level or levels at which the student should be expected to achieve in order to receive passing grades in all content areas of instruction.

KIPP Journey Academy's procedures for implementing evaluation, including determination of eligibility is as follows:

1. Referrals of students for a full and individual initial evaluation for possible special education services shall be a part of the school's overall general education referral or screening system. Prior to referral, students experiencing difficulty in the general

classroom should be considered for all support services available to all students, such as tutorial, remedial, compensatory, and other services. If the student continues to experience difficulty in the general classroom after the provision of interventions, school personnel must refer the student for a full and individual initial evaluation. Any referral for a Full and Individual Evaluation (FIE) may be initiated by school personnel, the student's parents, (or legal guardian), or another person involved in the education or care of the student. The referral for a full and individual initial evaluation must be completed in 60 calendar days as required by federal regulations.

2. When the possibility of a student's need for special education and related services has been brought to the attention of the school's designee, the designee shall facilitate the completion of the initial referral within thirty calendar days by:
 - a. Recording the circumstances by date, origin and reason for concern;
 - b. Providing the student's parent(s) (or adult student) written notice that the student has been referred because of a suspected disabling condition and providing the parent with a copy and explanation of procedural safeguards, notice and consent for comprehensive individual assessment, and the opportunity to have input in the referral process through Parent/Social History Information form;
 - c. Collect health information to ensure appropriateness of the referral;
 - d. Collect information from educational records;
 - e. Collect information from classroom teacher(s).
3. Before the school proposes or refuses to initiate or change the identification, evaluation, or education placement of a student or the provision of a free appropriate education to a student, the school shall provide written notice to the student's parent or guardian:
 - a. Give the child's parent prior written notice, which included a full explanation of all procedural safeguards and describes any evaluation procedures the school proposes to conduct; and
 - b. Obtain parental consent for the evaluation
4. Staff at KIPP Journey Academy shall request the parent to sign consent form(s) for the mutual exchange of pertinent information where such information is available between the school, other agencies, and/or professionals.
5. When the collection of the pre-evaluation data is complete the evaluation team will review the data and KIPP Journey Academy shall fully evaluate the student and arrive at a decision pursuant to this section within:
 - a. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date written consent for an evaluation has been provided by the parent(s) (or adult student); or
 - b. Thirty (30) calendar days (also referred to as the formal evaluation period) after the date the refusal of parent(s) (or adult student) to grant consent has been overridden pursuant to a hearing (or appeal); or
 - c. Such other time period as may be agreed to by the parent(s) (or adult student) and school authorities. KIPP Journey Academy must specify the reasons for extending the timeline.
6. Parental consent shall not be construed as consent for placement. If the parents refuse consent for the evaluation, the school may continue to pursue an evaluation by utilizing mediation and due process procedures. If a parent revokes consent, that revocation is not

retroactive (that is, it does not negate an action that has occurred after the consent was given and before the consent was revoked).

7. The initial evaluation shall consist of procedures to determine whether a child is a child with a disability, as defined and to determine the education needs of the child. In conducting the evaluation the school shall:
 - a. Use a variety of assessment tools and strategies to gather relevant functional and development information, including information provided by the parent, that may assist in determining whether the child is a child with a disability, and the content of the child's IEP, including information related to enabling the child to be involved in and progress in the general curriculum;
 - b. Not use any single procedure as the sole criterion for determining whether a child is child with a disability or determining an appropriate educational program for the child; and
 - c. Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.
 - d. Assessment tools and strategies provide relevant information that directly assists person in determining the educational needs of the child.
8. In assessing or reassessing a student suspected of having a specific learning disability, KIPP Journey Academy shall include on the evaluation team at least the following members:
 - a. The student's general education teacher; or, if the student does not have a general education teacher, general education teacher qualified to teach a student of his or her age
 - b. At least one person qualified to conduct or interpret individual diagnostic examinations
 - c. A Columbus City Schools district representative
9. As part of an initial evaluation, and as part of any reevaluation, a group of qualified professionals, as appropriate, shall review existing evaluation data on the child, current classroom-based assessments and observations and teacher and related service providers' observations. On the basis of this review, and input from the child's parents, the committee shall identify what additional data, if any are needed to determine:
 - a. Whether the child has a particular category of disability, or in the case of a reevaluation, whether the child continues to such a disability;
 - b. The present levels of performance and educational needs of the child;
 - c. Whether the child needs special education and related services, or in the case of a reevaluation of a child, whether the child continues to need special education and related services; and
 - d. Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the child's individualized education program and participate, as appropriate, in the general curriculum.
10. Evaluation materials, procedures, or instruments shall be provided and administered in a student's primary language or mode of communication, unless it is clearly not feasible to do so. Tests shall be selected and administered so as to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test

results accurately reflect the student's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors the test purports to measure).

11. Each individual actually completing an evaluation will complete and sign an evaluation report. Information used to support the evaluation but which is not incorporated into the file (e.g., review of health records), shall be referenced as to date of record, location, and source person. The summaries shall specify the procedures and instruments used, the results obtained, and the apparent significance of findings as related to the student's instructional program, including a description of the specific factors which are interfering with the student's educational performance and the recommendations for special education and related services, including the need for an extended school year, needed to assist the student in benefiting from his or her educational placement.

The student's evaluation team shall review and analyze the reports of evaluation data and any other available data in each of the areas assessed. The conclusions, recommendations, and the facts and/or reasons resulting in the eligibility decision shall:

1. Identify the disabling condition(s), if any, which cannot be accommodated by general education, and requires the provision of special education services;
2. Reconcile any inconsistent or contradictory information and/or opinions evidenced in the evaluation data, if any, supporting conclusion(s) with appropriate data;
3. Relate the apparent significance, as appropriate, of such factors as test measurement error or cultural, environmental, economic, and behavior factors to the evaluation results.
4. Where specific test results obtained in any evaluation do not appear to the evaluation team to accurately reflect a student's expected performance, the evaluation team shall apply professional judgment to determine eligibility for special education and related services. In such event, the evaluation team shall document in a written narrative the basis for such determination, the instruments used, and the data used for a determination of eligibility.
5. Make recommendations to the individualized education program committee.
6. Regarding placement, special education and related services needed (including the need, if appropriate, of scheduling such services over a period of time that exceeds KIPP Journey Academy regular school program), service options, needs for specialized materials or equipment, instructional and curricular practices and materials, student management strategies (i.e., reinforcement schedules) as determined by the evaluation team to be significant to the student's program.
7. Provide any necessary professional judgment(s) and the facts or reasons in support of the judgment(s).

If a parent disagrees with all or part of the assessment, the parent may ask the school to provide an Independent Educational Evaluation (IEE). IEE means an evaluation conducted by a qualified examiner not employed by the school responsible for the child in question. If a parent asks KIPP Journey Academy to provide an IEE, then the school must do one of the following:

1. Pay for the IEE (the IEE must meet the school's criteria specified and the evaluator must meet criteria listed under qualifications of certified special education personnel); or

2. Initiate a due process hearing to show that KIPP Journey Academy's evaluation is appropriate. If the school prevails with the hearing, the parent still has the right to an IEE but not at public expense
 - a. If the parent obtains an IEE at private expense, the results may be presented as evidence at a hearing regarding the student
 - b. If a hearing officer requests an IEE as part of a hearing, the cost of the IEE must be at public expense
 - c. "Public expense" means that KIPP Journey Academy either pays for the full cost of the IEE or ensures that the evaluation is otherwise provided at no cost to the parent.

The parent(s) of a student (or the adult student) referred for special education and related services and assessed, or any disabled student eligible for special education and related services who is reevaluated, has the right to obtain an independent educational evaluation, subject to this section. KIPP Journey Academy shall provide to the parent(s) (or adult student) on request information about where an independent educational evaluation may be obtained. A parent (or adult student) has the right to an independent educational evaluation at public expense if the parent (or adult student) disagrees with the evaluation results obtained by KIPP Journey Academy, as follows:

1. The parent(s) (or the adult student) should provide a written or verbal notice to the KIPP Journey Academy designee which:
 - Indicates that the parent (or adult student) disagrees with the school's evaluation; and
 - Requests an independent educational evaluation at public expense.

KIPP Journey Academy will not deny payment for an independent educational evaluation solely because the parent did not provide prior notification of his or her intent to seek an independent educational evaluation at public expense.

KIPP Journey Academy shall have the opportunity to initiate and conduct a hearing to show that its evaluation is appropriate with appropriate state authorities.

Prior to the three-year anniversary date of an active special education student's FIE, a three-year re evaluation must be completed. The process is as follows:

1. The diagnostician will collect data, including updated parent (sociological) data, health information, teacher information (including current grades and levels of performance and degree of special education support required), and provided cumulative file review (standardized group achievement tests, state test results, past three year's report cards, etc.).
2. A review meeting is held to review information, collect any additional information and to determine if:
 - There is sufficient information available to determine if this is a student with a disability.
 - The student continues to require special education services (educational need).
 - If further assessment is needed to make the determination of either 1 or 2, and what areas require additional assessment.

3. The parent may request a FIE to be done in the areas for which the student is currently eligible or in other specific areas of suspected disability and the school will comply with that request. Parents must be given a notice of assessment and sign a consent form for the assessment that is recommended.
4. If further testing is recommended or requested, that testing must be completed, with an appropriate report, by the date of the three-year anniversary of the previous FIE.
5. This assessment report will be provided to parents when completed.
6. If this assessment indicates a need for changes in services/IEP goals and objectives, the student's IEP committee will meet to address these changes within 30 school days.
7. If no further testing is recommended and the committee establishes continued eligibility, the date of that decision becomes the new FIE date. If further testing is done, the date of the resulting report is the new FIE date.
8. If no changes in eligibility or services are recommended, the parents will be provided a copy of the report. An opportunity to review the report with the diagnostician/LSSP and another review meeting will be held within a reasonable amount of time.

IEP Policy

All students with disabilities that qualify under IDEA shall have an individualized education program consistent with state and federal law. Each student's IEP shall be a written document and will be developed on the basis of evaluation and parent input, where it is provided, and shall include:

1. A statement of the student's present levels of educational performance;
2. A statement of specific measurable annual goals including short-termed instructional objectives which are stated in terms that provide for measurement of progress, expected levels of performance, and the schedules for their accomplishments;
3. A statement of the specific special education and related services to be provided to the student based upon the individual needs of the student, as determined through the evaluation process. If modifications (supplementary aids and services) to the general education program are necessary to ensure participation in that program, those modifications must be described.
4. An explanation of the extent, if any, to which the student will be able to participate with non-disabled children in the regular classroom and extracurricular and nonacademic activities including physical education. If the student is unable to participate in the regular physical education program, a description of the specially designed physical education to be provided to the student shall be included;
5. A statement of how the child's progress toward the annual goals will be measured and how parents will be informed at least as often as parents of non-disabled students receive such notice of this progress;
6. A statement of any individual modifications in the administration of state or school-wide assessments;
7. The IEP developed for a student with a disability shall also include a statement of the needed transition services. Beginning at age 14, these goals shall be updated annually.
8. An Individual Transition Plan (ITP) shall be developed that includes goals and objectives, based on a functional vocational evaluation, when appropriate, and anticipated post school outcome(s). This ITP shall be developed annually. When appropriate, a

statement of the interagency responsibilities or linkages (or both) before the student leaves the school setting should be included. The IEP will also take into account the student's preferences and wishes. In the case where a participating public agency fails to provide agreed upon services, KIPP JOURNEY ACADEMY shall reconvene the student's IEP team as soon as possible to identify alternative strategies to meet transition objectives and, if necessary, revise the IEP, as long as the student is eligible for services;

9. If the IEP team determines that services are not needed in one or more of the areas specified in federal regulations, the IEP must include a statement to that effect and the basis upon which the determination is made.
10. The projected dates for initiation of services and the anticipated duration of the services, including minutes/hours per week, and the need for extended services for the school year over which such services shall be provided. In the event the individualized education program is the first in KIPP JOURNEY ACADEMY for such student and the evaluation team has not made a determination as to the need for an extended school year for such student, the individualized education program team shall make its recommendation on the length of the school year over which such services shall be provided prior to the conclusion of the regular school year;
11. Any participating public agencies, including a state vocational rehabilitation public agency, will be responsible to provide or pay for any transition service that the public agency would otherwise provide to students with disabilities that meet the eligibility criteria of that public agency; and
12. Signatures of the committee members present and an indication of each member's agreement or disagreement with the decisions of the committee;
13. KIPP Journey Academy shall provide the parent (or adult student) a copy of the individualized education program in their native language. KIPP Journey Academy special education designee will make copies of the accepted IEP. One copy is to be filed in the student eligibility folder and one given to parents/guardians. Additional copies may be distributed as needed (i.e., general education teacher copy, etc.).

Reviewing the IEP

Each student's Individual Educational Plan (IEP) will be reviewed by the IEP team every 364 days to determine the student's progress, the need for modifying the plan, and the student's continued need for special education services. The team may schedule an earlier review date if needed for review, modification, failure, etc. IEPs shall also be reviewed and documented at the beginning of the year and after breaks in the program for regression/recoupment information. At the annual review, the current IEP objectives shall be reviewed and documented on the IEP prior to the development and acceptance of a new IEP.

1. There should be some objectives that have been added/deleted/revised on the new IEP.
2. If there are no changes, the IEP committee should have written justification for the lack of revision and lack of a new IEP generated.

If the parent is unable to speak English one of the following will be done, a translator will be provided.

Plan for Parental Notification

Students and parents are kept informed and involved in the development and decisions regarding a student's IEP. The involvement of parents and students in the development of the IEP is discussed throughout this section and the on-going involvement is detailed below.

Parental Involvement

Parental involvement and expectations for parental involvement are set during home visits or meetings between KIPP Journey Academy and parents and students. At that time, the staff lay out expectations for parental involvement and participation in the education of each student. KIPP Journey Academy takes steps to ensure that one or both of the parents of the student is present at each IEP meeting or are afforded the opportunity to participate. KIPP Journey Academy notifies parents at least 5 schools days in advance of the meeting to ensure that they will have an opportunity to attend. KIPP Journey Academy schedules the meeting at a mutually agreed upon time and place, indicate the purpose, time, and location of the meeting and who will be in attendance. A meeting may be conducted without a parent (or adult student) in attendance if the parents decline to attend. In such a case the school shall make a record of its attempts to arrange a mutually agreed upon time and place.

KIPP Journey Academy attempts to schedule the IEP meeting at least three times before proceeding without parental or adult student involvement. If a parent cannot attend, the school may use other methods to assure participation, including individual or conference telephone calls. The special education designee will follow up to ensure that the parents have the opportunity to participate.

KIPP Academy shall take action as necessary to assure that the parent (or adult student) understands the proceedings at a meeting, including providing a translator for parents (or adult students) who are deaf or whose native language is other than English. KIPP Journey Academy shall document the parent(s) (or adult student) and other IEP participants' present at the IEP meeting. As a KIPP school, KIPP Journey Academy shall conduct meetings consistent with this section every 364 days for the purpose of reviewing and revising as necessary each student's individualized education program.

The staff of KIPP Journey Academy ensures that parents of students with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum as least as frequently as parents of regular education students. Students with special needs are included in the school-wide schedule of parental notification of academic progress, which includes quarterly report cards, quarterly progress reports, and frequent informal updates. Additionally, parents of students with special needs shall be informed of progress on annual IEP goals in formal meetings as described.

Response to Intervention

KIPP Journey Academy will utilize the Response to Intervention (RTI) model for supporting struggling students or students identified as having a disability. RTI is an assessment and intervention process for regularly monitoring student progress and making data informed decisions about the need for instructional modifications or increasingly intensified services using progress monitoring data. Response to Intervention is continuously asking the question, What

circumstances are necessary to ensure that the student is able to find success with the curriculum? Thus, interventions are selected and implemented under rigorous conditions to determine what will work for the student.

RTI relies upon the implementation of school-wide systems intentionally designed to reach all students and constantly monitor and assess student progress. The National Research Center on Learning Disabilities recommends the following buckets as characteristic of schools implementing RTI:

- High-quality, scientifically based classroom instruction
- Student assessment with classroom focus
- School-wide screening of academics and behavior
- Continuous progress monitoring of students
- Implementation of appropriate research-based interventions
- Progress monitoring during interventions (effectiveness)
- Teaching behavior fidelity measures

Response to Intervention Team

When concerns arise regarding a particular student, a teacher or parent will refer the student for RTI. The information will then be distributed to the Special Education Coordinator, who will call a meeting of a parent, the School Leader, and classroom teacher to discuss the student's progress and identify possible intervention strategies.

During the ensuing 2-3 weeks, the child's classroom teacher will document the student's response to the intervention strategies brainstormed by the RTI team. After 2-3 weeks, SEC will reconvene the group to assess whether the student has progressed sufficiently using the determined strategies. The team will then choose one of two options:

- (1) Determine that the concerns were successfully addressed,
- (2) Identify new RTI strategy
- (3) Refer the student to a special education consultant, licensed psychologist, or social worker.

Special Student Recruitment & Retention

KIPP Journey Academy does not recruit students based on presence or absence of special education status. Recruitment strategies are blind to students' disability status and all students are welcome and encouraged to apply to KIPP regardless of their special education status. The mission of KIPP Central Ohio is to empower all children with the knowledge and skills they need to succeed in college and life. The "all" aspect of this mission is taken seriously, and includes students with disabilities.

KIPP Journey Academy is committed to retaining all of its students (see A.7 for goals), regardless of their disability status. KIPP Journey Academy believes that the best way to ensure student retention is to provide students with an excellent education and clearly articulate to families how KIPP Journey Academy is helping the student to climb the mountain to college or life success.

LEP Students

All students, regardless of language proficiency, are provided the necessary curriculum and instruction to assure that students achieve the high standards set for them in school. Students at KIPP Journey Academy with limited proficiency in English (“Limited English Proficiency” or “LEP”) achieve proficiency in the English language as quickly as possible through the use of the school’s services and teaching methods. KIPP Journey Academy ensures that LEP students will not be excluded from curricular and extra-curricular activities based on an inability to speak and understand the language of instruction, and also that LEP students will not be assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the school in their native language to encourage participation in the school by all members of the KIPP Journey Academy community. Staff at KIPP Journey Academy will be instructed, through professional development activities on strategies for incorporating LEP standards into the curriculum to meet the needs of all students.

The school uses a variety of methods, each described in detail below, to ensure that LEP students are not misplaced or tracked inappropriately in other classes, including those designed to serve students with disabilities. All students who are of foreign birth or come from a home where language other than English is spoken are subject to an informal interview conducted by school staff (in the student’s native language). If the interviewer determines that the student speaks no English, that student will be classified as an LEP student. If the interviewer determines that the student speaks some English, the school will administer the Language Assessment Skills test. If the student scores below the established cut-off point on this test, the student will be classified as an LEP student. The target date for all Home Language Surveys data to be collected is October 1st. Prior to the start of the school year, the school’s teachers will receive training on the education of LEP students, and will be responsible for observing each student throughout the class day with an eye towards detecting limited English proficiency. Any student suspected of having limited English proficiency will be tested to determine if and what level of services, if any, are necessary. KIPP Journey Academy intends to use either IDEA proficiency tests or the Language Assessment Scale (LAS) to determine need and placement. Portions of the tests will be administered in the first language for the child to assess native literacy levels. Additional testing will be done by the student’s teacher to determine fluency in reading and writing on an on-going basis. The target date for all LEP students to be identified by teachers is October 1st.

Homeless Students

KIPP Journey Academy works to ensure that all students, including those who are homeless, receive a top quality education. As recruitment of students will happen by street canvassing, reaching out to shelters, and working with existing city and state agencies, the team can identify all students, including those who may be homeless or in other ways at risk.

KIPP’s entire approach to education is one that addresses meeting the needs of students at-risk of academic failure. The school’s philosophy of helping students achieve academic success through hard work and a longer school day/year works is specifically tailored to students who are struggling academically or behaviorally when they arrive at the school.

We seek first and foremost to remove all barriers to the child’s enrollment or success at the

school. No student is denied admission to the school based on the lack of forms or documents that may result due to homelessness. The school is able to identify if students are homeless, or at risk of homelessness, through initial home visits. Visiting or meeting with the student and his or her guardians are a pre-requisite to enrollment. As opposed to being a barrier to enrollment for a homeless student, however, home visits will allow KIPP Journey Academy to ascertain whether the student has a home or a guardian. If the student is determined to be homeless, or without guardians, the school will work in coordination with appropriate local entities and agencies to determine resources available, including shelter, food, and guardianship. As the state and city are likely to be overwhelmed by the needs of homeless students, the school will work with the state department of education to determine solutions if the existing social services in the city are insufficient to meet the needs of the KIPP Journey Academy students.

Once enrolled, students who are homeless or become homeless over the year are eligible to receive all services as outlined in No Child Left Behind or any applicable state waiver. By constant communication with parents, families, and students, the staff will be able to identify if students are made homeless. In addition, the student will be assigned to a staff member who will act as a liaison and will be responsible for monitoring the student's academic performance, as well as ensuring the following:

- That the student has full and equal opportunity to succeed in the school and all related academic and extra-curricular activities;
- That homeless families, children, and youth receive educational services for which they are eligible, including Head Start, Even Start, and pre-school programs administered by the school, and referrals to health, mental health, dental, and other appropriate services;
- That parents or guardians are informed of educational and related opportunities available to their children, and are provided with meaningful opportunities to participate in the education of their children;
- That the child's wishes are represented in any dispute that may arise over enrollment;
- That children and youth who do not have immunizations, or immunization or medical records obtain necessary immunizations, or immunization or medical records. By creating special partnerships with social services available in the city and the state, the school will ensure student's ability to access those social services they need to be able to effectively participate and learn in school.

Academically Gifted / Talented Students

Learning opportunities for students who are academically advanced are met by the child's classroom teacher. Teachers are trained on effective differentiation in the classroom, and this includes modifying instruction for both academically challenged and academically gifted students. In the non-fiction studies or science classroom, this could include supplemental reading and more challenging projects. In guided and independent reading, students will select and read books at their own level and at their own pace, which gives students the opportunity to advance as quickly as they are able to. When applicable and appropriate, Grade Level Chairs may decide to create an "Honors" class for which more rigorous material is presented.

Staffing

KIPP Journey Academy provides school-level special education staff members to ensure that the

special education program is being implemented with fidelity as described above. In addition to school-level staff, within the coming years, the program will be supplemented by staff and resources from the KIPP Central Ohio regional office. Specifically, a regional office Director of Special Education will facilitate alignment and sharing of best practices across all schools and grade levels. Funds specifically allocated for special education services will provide for the staffing, materials, supplies and services as needed. In the likely event that the special education funds are not sufficient to meet all needs, dollars from the general fund will be used to ensure that students with special needs receive an excellent, free and appropriate education.

Adaptation of Model for Special Student Populations

KIPP Journey Academy maintains high expectations for all of its students. Thus, it does not change objectives or standards for any student. Rather, it empowers special student populations with the accommodations and tools they need to meet expectations and accomplish goals.

Accommodations

The following lists describe the accommodations to be implemented in general education settings as dictated by a student's IEP or special education status.

Instruction

- Simplified to instructional level
- Extra practice on lessons
- Peer tutoring
- Oral explanation of tasks
- Preferential seating
- 1:1 or pull-asides as needed
- Provide longer response time
- Break tasks into smaller sections
- Reduce the amount of copying from board

Testing

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

Grading

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

Organization

- Giving simple, clearly stated instructions
- Use agenda for assignments
- Review directions
- Provide notes
- Story outlines
- Use of Spell Checker
- Desktop list of assignments
- Extra time to complete assignments
- Extra time for projects determined by teacher and student when project is assigned

Homework checks

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

Materials

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

Behavior Management

- Provide positive reinforcement
- Reinforcement program
- Model appropriate behavior
- Corrective behavior plan
- Contract
- Provide cues for expected behavior
- Consistent enforcement of school rules
- Collect data on behavioral changes

- Daily behavior tracker/report
- Advance warning of when a transition is going to happen

A.7 School Goals

Annual goals are established in June and July of each year once Ohio Achievement Assessment results are received. The School will forward documentation regarding goals to the SPONSOR, as follows:

Item	Due Date to SPONSOR
Progress against goals in the most recent academic year (ending June 30, 2013)	August 15, 2013
New goals for 2013-2014	August 15, 2013
Progress against goals in the most recent academic year (ending June 30, 2014)	August 15, 2014
New goals for 2014-2015	August 15, 2014
Progress against goals in the most recent academic year (ending June 30, 2015)	August 15, 2015
New goals for 2015-2016	August 15, 2015

A.8 School Climate and Discipline

Overview of KJA Discipline Philosophy

KIPP Journey Academy believes that students must first feel safe in order to be successful. To that end, the school has developed a clear set of behavioral expectations and an accompanying array of support systems to ensure that students meet behavioral expectations.

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

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

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

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

School Culture

The school culture of KIPP Journey Academy is best summed up by the phrase “Work Hard. Be Nice.” Students will learn that there are no shortcuts to academic success, and that hard work is the key to success. The school culture will celebrate an excitement for learning.

High expectations will pervade every aspect of KIPP Journey Academy. It is not sufficient to simply learn the importance of working hard and being nice; rather, KIPP Journey Academy will expect students and adults to demonstrate these principles everyday to achieve the learning and character building necessary for success in school and life. Indeed, the school mission, vision, goals, and model outlined above are underpinned by the fundamental belief “All of us—students, teachers, and stakeholders—will learn.”

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

Discipline Policy and Code of Conduct

Non-Negotiable Behavior Expectations for Students:

1. Adherence to the KIPP Journey Commitment to Excellence Form
2. Adhere to the *INSPIRE* values
3. Adherence to the KIPP Credo:
If there Is a problem, we look for a solution.
If there is a better way, we find it.
If a teammate needs help, we give.
If we need help, we ask.
4. The following expectations are implied by the KIPP Journey Commitment to Excellence: WORK HARD. BE NICE.
 - Be on-task and tracking at **all** times during class while **anyone** is speaking. This means that students will always have their eyes, ears, and brains on that person.
 - Be organized and prepared for **all** classes. Every KIPP Journey Scholar should have every day at least two sharpened pencils with erasers, a pen, and paper in their notebooks. Work should always be completed and presented neatly. The KIPP Journey heading should be used on all papers. Finally, all papers should be kept neatly in binders and folders.
 - Respond appropriately to all questions. Nonverbal actions matter.
 - Conduct oneself in an orderly manner, demonstrating respect for our Mission.
 - Make the right choice without being told or supervised.

Safety, Order and Discipline

A safe and orderly learning environment is essential to the academic success of our students. While students need a challenging curriculum, dedicated teachers and proper materials, they must also have a safe and disciplined setting in which to learn. It is the policy of KIPP Journey to

provide an environment where all of our students have an equal and appropriate educational opportunity. KIPP Journey will follow a “zero tolerance policy” for possessing, using or threatening to use weapons or the unlawful possession or distribution of drugs by KIPP Journey students on school properties or at any school sponsored and supervised activity. KIPP Journey prioritizes school safety and will promote the safety and well being of our school community by suspension and/or removal from school for students that fight and display physical aggression towards their Team and Family, Permanent removal from KIPP Journey Academy is a potential consequence after one incident of physical aggression. KIPP will also hold high expectations of students to promote an environment free of classroom distractions and positive, academic communication between students, faculty, and staff. KIPP Journey shall provide a fair and consistent approach to student discipline within the context of students’ rights and responsibilities while still promoting the growth and development of the student.

KIPP Journey Academy seeks to create a learning environment where students feel safe and teachers can focus on raising the achievement levels of their students. To that end, the school will strictly enforce the expectations outlined in the KIPP Journey Commitment to Excellence Form.

Many of the routines and rewards will emphasize the power of community. Therefore, students must experience the consequences poor individual behavior can have for the community and actively engage in repairing the damage their actions causes to our school community. The basic premise of discipline at KIPP Journey is that good things happen when an individual makes wise decisions and bad things happen when an individual makes poor decisions. Therefore, everything that happens to a student, the good and the bad, is earned, and is a direct result of his or her behavior.

To reinforce this idea, students can earn rewards for meeting the school’s expectations, and will face consequences for making poor behavior and academic choices. To this end, KIPP Journey will implement a discipline system used in various forms at most KIPP schools in the country and built around leading scholarly research.

Expectations for Time on Task

Classroom distractions are not to be tolerated. KIPP Journey will not allow one or a few students to hold back an entire class. During the summer we will introduce our students to a zero tolerance policy on classroom disruptions. If students are disruptive or off-task, they are subject to the disciplinary actions listed below. The faculty and families should expect to have parent conferences regularly during summer session and regular school year as children become familiar with KIPP Journey.

Phone Procedures

Teacher Cell Phones

All KIPP Journey teachers carry cell phones to provide parents and students access to teachers around the clock. Students may call for help with homework, with an attendance problem or an emergency. Keep in mind that teachers’ cell phones are turned off while the are teaching so it is best to call teachers in the evenings. If you or your child is trying to call a teacher but they don’t

answer, please leave a message explaining the reason for the call, your full name and telephone number and allow 24 hours for them to return your call. Please **DO NOT TEXT MESSAGE** teachers; please leave them an appropriate voice message and they will return your call.

Messages for Students

Parents should communicate with their child before and after school. KIPP Journey is committed to keeping phone lines open for emergencies. Please do not call the school during the day to leave messages for students. We can only take messages in case of a true emergency.

Student Cell Phones

Students are permitted to carry a cell phone to school if it is for emergency use only. The school will not be responsible for lost or stolen phones, and if the phone rings or is seen during the school day, it will be confiscated (it should be shut off and out away during the entire day). The only way a student may get a confiscated phone back is by bringing in a parent or guardian to retrieve it.

Bathroom Policy

At KIPP Journey, a common hand signal will be used school-wide to indicate the immediate need to use the bathroom. Students are allowed to use the bathroom at the teacher's discretion and are encouraged to go during independent work time, not when a new lesson is being taught. Students will generally not be allowed to use the bathroom during the first five minutes and last five minutes of class. We ask parents to notify the school if a child has a unique medical need requiring special bathroom accommodations.

Dress Code

Students are required to wear the KIPP uniform every Monday through Friday. The uniform consists of a KIPP Journey shirt, navy-blue pants, and a navy blue or black belt. Students will be held out of recess on any day they arrive dressed out of uniform and a teacher will call home to the family that evening.

In addition, the KIPP Journey dress code consists of the following regulations:

A student must have a **KIPP Journey light blue polo shirt** on at all times.

All KIPP Journey shirts must be tucked in at all times.

All **navy blue pants** must be an appropriate size and fit.

Students may not wear the following:

- Black Pants

- Jeans or Denim

- Belts and belt buckles with lots of color or flashy designs

- “Silly Bands”, rubber bands, wristbands, or bangles.

- Jackets, sweatshirts, or pull overs

- Pants that have patterns, lace, polka dots, stripes or holes

- Tank tops

- Open toed shoes, sandals, or high-heeled shoes

- Tight clothing

- Stretch pants

- Sweatpants

Pants that sag below the waist
Bandanas
Hats
Jewelry (earrings are not allowed for boys; they are allowed for girls but can be no larger than the size of a nickel, no name earrings)
Fake nails
Gang related attire
Any makeup that has coloring
Sleeveless or cut-off shirts
Overalls or jumpers
Any additional items that the school feels are distracting to students

Additional Uniforms

Additional uniform shirts may be purchased in the Main Office from Ms. Kinley. Families that are unable to purchase additional uniform shirts should contact Ms. Kinley (614.263.6137) in the main office.

Toys, Games & Gadgets

Students are not permitted to bring toys of any kind to school. All toys, cards, games and electronics not specifically authorized by the School Director will be confiscated and returned only to parents and guardians at a scheduled conference. Lost, misplaced, or stolen items **will not be reimbursed or replaced** under any circumstances as they are not permitted on school grounds.

Personal Belongings

Students at KIPP Journey are not allowed to have the following items at school:
Gum, Candy, Soda, Any illegal substance, Weapons and toy weapons, Stuffed animals or dolls, Nintendo DS, Sony PSP, or any other electronic toys, Radio or Walkman, iPods, mp3 players, Jewelry (in accordance with dress code), Beepers
As such, KIPP Journey Academy will not be responsible for lost or missing items on the list above as students are not permitted to bring them to school.

Human Rights Policy

KIPP Journey brings together a diverse group of individuals. It is guided by the principle that respect for all individuals in foremost in all school activities. It is unlawful to discriminate against any individual based on race, color, religion, sex, nationality, sexual orientation, age or handicap status. KIPP Journey wishes to stress that it is the responsibility of every member of the KIPP Journey community to observe and uphold the principles of equal opportunity as they affect staff, faculty and student in all aspects of school life. It is the responsibility of every member of the KIPP Journey community to actively promote appropriate workplace behavior. Any form of coercion or harassment that insults the dignity of others or impedes their freedom to work and learn will not be tolerated. Any such form of coercion or harassment will result in appropriate discipline, up to and including expulsion.

Harassment

Harassment in any form of uninvited or unwanted physical or verbal behavior which creates an intimidating, hostile, or demeaning environment for education. Examples of inappropriate behavior include:

- verbal or physical abuse or threats
- sexual harassment
- obscene or demeaning remarks, jokes, or insults
- uninvited pressure to participate in illegal activities
- public display of explicitly offensive or demeaning materials
- comments or actions demeaning to race, religion, ethnic origin, gender, or sexual orientation
- false accusations of harassment
- retaliation toward someone making a complaint about harassment

Sexual Harassment

Sexual harassment can be a form of sex discrimination under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made, either explicitly or implicitly, a term or condition of a person's advancement or participation in a school activity.
- such conduct has the purpose or effect of interfering with a person's work or academic performance, or intimidating or humiliating a person.

Creating a harassment free environment requires the diligent effort of our community. We must continually improve our practices.

Response to Harassment

KIPP Journey is committed to equitable and swift resolution of harassment issues. Any student or employee experiencing harassment should follow any or all of these measures:

1. Let the offender know you want the behavior to stop. Be clear and direct. Do not apologize.
2. If you are not comfortable confronting the offender alone, ask a friend to accompany you, or write a letter to the offender, keeping a copy
3. Make a record of when, where, and how you were mistreated; include witnesses (if any), direct quotes, and other evidence.
4. If you are a student, notify the School Director, or if you are uncomfortable doing so, speak with another adult.
5. If you are an adult, notify the School Director or Superintendent.

As soon as possible, the adult notified will report to the School Director and/or Board of Trustees. The School Director or Board will notify the authorities, if necessary. The School Director or Board will appoint a small group to investigate the matter in a swift and equitable manner. The group will bring a recommendation to the Board. The Board or School Director will communicate the final decision directly to the parties involved.

Abuse

All school personnel are mandated reporters of suspected abuse and/or neglect. Mandated reporters are required to report suspected child maltreatment *immediately* when they have “reasonable cause to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed—physically, sexually, or through neglect—and that a caregiver either committed the harm or should have taken steps to prevent the child from harm.”

No one in the workplace, even a supervisor, is permitted to suppress, change, or edit a report of abuse. A mandated reporter who willfully fails to report suspected incidents of child abuse or neglect is subject to license suspension or revocation, and commits a misdemeanor. Falsely reporting information to the hotline is also a misdemeanor.

Paychecks


Paychecks are used to motivate and reward students, not punish them. KIPP Dollars can be used to buy various items at the KIPP Journey School Store. In addition, each student’s paycheck average will be used to determine whether the student has worked hard enough to participate in KIPP Journey field lessons.

Teachers will write comments—good and bad—on each student’s paycheck. Teachers may write comments and their initials in the allotted space on the paychecks during class, or at a later time in the day. Paychecks will be calculated weekly. Students will then take paychecks home on Monday, to be signed by a parent or guardian and returned to school on Tuesday. The following page shows the front and back of each paycheck.

The front of the paycheck includes a space for teacher initials and the student signature and parent signatures.

The back of the paycheck includes a key with the teacher’s initials in the building as well as a place for additional comments or notes from the faculty and staff.

Below is an example of a KJA paycheck,

<u>Monday</u>			Class of 2018 – Ohio State – 5A			
<u>Tuesday</u>			Date: _____			
			<div style="border: 1px solid black; width: 100px; height: 40px; margin: 0 auto;"></div>			
<u>Wednesday</u>						
			Pay To The Order Of: <u>Isaac Carter</u>			
<u>Thursday</u>			Dollars			
			Math	Science	Writing	Reading
<u>Friday</u>						

Work Hard. Be Nice.

Busing Policy:

In order to create a safe environment for our students *at all times*, KIPP Journey Academy strives to maintain a strong, cohesive school culture coupled with a strict, consistent discipline policy. This culture and policy must be upheld *at all times* –including in the classroom, during recess, on school field trips, as well as on the school bus.

Bus Behavior Expectations

Students at KIPP Journey Academy must recognize that riding the bus is a privilege, not a right. Therefore, the privilege of riding the bus to and from school may be denied to any student who consistently misbehaves while on the bus.

- Students are expected to enter the bus quietly and remain in their seat.
- Students are not allowed to get up for any reason, until the bus has arrived at a complete stop.
- Students are expected to keep their hands and feet to themselves at all times.
- Students are not allowed to consume any food or beverages.
- Students are expected to maintain conversations at a moderate tone.
- Students are expected not to yell or throw any objects from windows.
- Students are expected to keep all body parts (arms) inside the bus at all times.

Bus Discipline

Students at KIPP Journey Academy who choose not to follow the busing behavior expectations subject themselves to the following disciplinary actions:

- *1st write-up: Warning*
Letter and Call home to parents
\$15 deduction from paycheck
- *2nd write-up: Loss of bus riding privileges for 1 full day*
Letter and Call home to parents
\$30 deduction from paycheck
- *3rd write-up: Loss of bus riding privileges for 2 full days*
Conference with parents
\$45 deduction from paycheck
- *4th write-up: Loss of bus riding privileges for 3 full days*
Possible permanent loss of all bus riding privileges
Conference with parents
\$45 deduction from paycheck
- *5th write-up: Loss of bus riding privileges for remainder of the year.*
Conference with parents
\$45 deduction from paycheck

Write-ups may come from the bus driver and/or any school staff member and are indisputable. Fighting on the bus will result in suspension from the bus for 3 full days and an out-of-school suspension for *no less than* 2 full days. If fighting occurs for a second time, bus-riding privileges will be permanently lost and student will serve out-of-school suspension for *no less than* 3 full days and other, more severe disciplinary action might also be taken.

In addition, any behavior that disturbs or distracts a bus driver, or causes a dangerous situation for a bus driver and/or students, or that disturbs the orderly operation of a bus, or that creates a dangerous situation for vehicles operating near a bus (including throwing things out of the window or using reflective devices to distract drivers, etc.

If you have issues with the bus pick-ups, drop-offs, or other logistical matters with routing, please reach out to the bus company directly at the following numbers:

VAT (KIPP 1, 2, 3): 614-251-1268

Columbus City Schools (FIRST STUDENT): 614-445-0376 or 614-445-6517

Other Administrative Disciplinary Options

KIPP Journey recognizes that each individual student may have a unique challenge facing them in and out of the classroom. Because we strive to find solutions for all of our students, a variety of other disciplinary and supportive programs may be put in place. These are not limited to, but include:

Behavior Plan: A plan where students and staff generate goals around reducing negative behaviors over a short period of time. Students have a daily behavior chart targeting specific behaviors that each teacher fills out and the parents sign each night. This plan is kept as a part of the student's records and the plan is ceased once the negative behaviors have successfully been changed to more positive actions.

Homeroom Switch: A temporary or permanent move to alter group or individual dynamics.

Suspensions and Expulsion

Short Term Suspension

In accordance with Ohio State Law, the School Director reserves the right to suspend and/or expel a student. A student who has committed any of the actions listed below is subject to short term suspension (defined as a period of five days or fewer).

- Attempt to assault any student or staff member

- Vandalize school property causing minor damage

- Endanger the physical safety of another by the use of force or threats of force that reasonably places the victim in fear of imminent bodily injury

- Engage in conduct which disrupts school or classroom activity or endangers or threatens to endanger the health, safety, welfare, or morals of others

- Engage in insubordination

- Fail to complete assignments, carry out directions, or comply with disciplinary sanctions

- Cheat on quizzes, exams, or commit plagiarism

- Used forged notes or excuses

- Steal, attempt to steal, or possess property known by the student to be stolen

- Commit extortion

- Engage in gambling

- Abuse school property or equipment

- Use obscene or abusive language or gestures

- Engage in acts of verbal or physical sexual harassment

- Make a false bomb threat or pull a false emergency alarm

- Possess pagers, beepers, or portable/cellular telephones not being used for instructional purposes

Wear inappropriate, insufficient, or disruptive clothing or attire, or violate the KIPP Journey Dress Code

Commit any other act which school officials reasonably conclude disrupts the learning environment of the school

Repeatedly commit minor behavioral infractions which, in aggregate, may be considered an infraction subject to formal disciplinary action

Procedures and Due Process for Short Term Suspension

Before imposing a short-term suspension, the School Director shall provide notice to inform the student of the charges against him or her, and if the student denies the charges, an explanation of the evidence against the student. A chance to present the student's version of events shall also be provided. At this point, written notice shall be provided within 24 hours of the decision to impose suspension at the last known address(es) of the parents or guardians. Where possible, notification also shall be provided by telephone. The parents or guardian of the student and the student shall have the opportunity to present the student's version of the incident and to ask questions of the complaining witnesses. Such notice and opportunity for an informal conference shall take place prior to the suspension of the student unless the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon as possible after the suspension as is reasonably practicable.

Long Term Suspension

In accordance with Ohio State Law, the School Director reserves the right to suspend and/or expel a student. A student who has committed any one of the actions listed below is subject to long term suspension (defined as a period of more than five days) or expulsion from school. In addition, a student who commits any of the acts previously described as causes for short term suspension may, instead or in addition, be subject to a long-term suspension at the School Director's discretion only if the student has committed the act on multiple occasions.

Commit, or attempt to commit arson on school property

Possess, use, attempt to use, or transfer of any firearm, knife, razor blade, explosive, mace, tear gas, or other dangerous object of no reasonable use to the student in school

Assault any other student or staff member

Possess or use alcohol, tobacco, or other forms of illegal drugs.

Intentionally cause physical injury to another person, except when student's actions are reasonably necessary to protect him or herself from injury

Vandalize school property causing major damage

Commit any act which school officials reasonably conclude warrants a long-term suspension

Procedures and Due Process for Long Term Suspension

The School Director may impose a long term suspension. Such a suspension may be imposed only after the student has been found guilty at a formal suspension hearing. In extreme circumstances, the School Director may expel the student from school. Upon determining that a student's action warrants a possible long term suspension, the School Director shall verbally inform the student that he or she is being suspended and is being considered for a long term

suspension (or expulsion) and state the reasons for such actions. The School Director also shall immediately notify the student's parent(s) or guardian(s) in writing within 24 hours of suspension at the last known address. Where possible, notification also shall be provided by telephone. If the school has been provided with a contact telephone number for the parent(s) or guardian(s). Such notice shall provide a description of the incident or incidents which resulted in the suspension and shall indicate that a formal hearing will be held on the matter which may result in a long term suspension (or expulsion). The notification provided shall be in the dominant language used by the parent(s) or guardian(s). At the formal hearing, the student shall have the right to be represented by counsel, question witnesses, and present evidence.

Alternate Instruction

Students who are suspended will be provided with alternative instruction. Arrangements will be made between the school and each individual for the delivery of services, pick-up/delivery or work, and the make up of any missed assignments and classroom instructional support. All IDEA mandates will be followed for students with disabilities.

Phases in Discipline Interventions with Students

The four key phases of the KJA discipline philosophy are rethink, repair, return, and remain. These stages relate to the goals of keeping kids in classes and having them think through their choices and process alternatives that would have led to a better outcome. The goal is to be student-centered and operate in a way that educates the child about their choices, the reasons behind them, and not simply penalize kids for making mistakes.

Extracurricular Activities

Field Lessons

One of the strategies to achieving our school mission is to expose our students to a variety of experiences and situations. Field Lessons will be built into each unit, and KIPP JOURNEY teachers will build on what the students are learning in class and exposes them to new experiences. Students, however, must earn the right to attend Field Lessons, and all students will be held to the same expectations during Field Lessons as they would be at school.

College Visits

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

KIPP Connect After School Program

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

responsible citizens.

As a chartered Extension Site, KIPP Connect will operate as a specific classification of Boys and Girls Clubs every Monday – Thursday from 4pm-7pm. Transportation will be provided to all students who choose to participate in this optional program.

At KIPP Journey Academy, Boys and Girls Club staff will assist with academic intervention, providing reading support to students who are not yet reading on grade-level. Additionally, a team of 6 will provide quality enrichment programming to KIPP JOURNEY students including:

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

Other activities offered will include: yoga, zuumba, arts & crafts, step, scrapbooking, poetry, games club, rap, flag football, basketball, choir, instrumental music, Girl Scouts, West African Drumming & Dance, mentoring programs (Girls Circle) and many other activities as well! In addition to the Boys & Girls Club, the after school program will also utilize key community partnerships to enhance after school activities. Some of the community partners KIPP Central Ohio has already formed include: Columbus Music Academy, COSI, Nubian Knowledge, Wexner Center for the Arts, Boy Scouts of America, Girl Scouts of America, Children's Hunger Alliance, Ernst & Young, OSU Honors & Scholars program, Banana Republic and the Linden Development Corporation.

A.9 Assessments and Intervention

KIPP Journey Academy uses state- and norm-referenced tests, along with growth-oriented interim and classroom assessments, to gauge student competency, monitor progress and inform instruction – individually and in aggregate. In order to supplement the data derived from state summative tests (OAA) to track overall advancement of students and inform better instruction, KIPP Journey Academy uses a number of independently-developed assessment systems:

- Northwest Evaluation Association Measures of Academic Progress (NWEA MAP), a national, norm-referenced computer-based adaptive test offered in both math and reading for grades 5-8. Offered annually to more than 5.2 million students (the largest norm reference of any test in the nation), the MAP will allow KIPP Journey Academy staff and teachers to not only identify the competencies and critical areas of growth for each student, but also the performance of students relative to their peers across the country. Similarly, nearly every KIPP middle school uses the MAP test, allowing the KIPP Foundation to identify and lend support to any school not achieving the growth results expected from the KIPP program.

Because the unique adaptive nature of the assessment, the MAP can also offer calculate ambitious yet achievable year-long growth goals for each student. Student progress towards these goals will prove a key metric in monitoring the overall success of the KIPP Journey Academy educational program. The MAP will be administered three times annually. A fall diagnostic assessment will determine the growth goals for the year, a winter assessment will measure mid-year progress towards goals, and a final spring assessment will calculate overall growth.

- The Fountas & Pinnell Benchmark Assessment System will allow KIPP JOURNEY teachers and staff to assess students' competency in reading. Upon enrollment, all students will participate in a brief diagnostic assessment. Using the scores derived from this assessment, the school Literacy Specialist will assign the student to a Guided Reading group comprised of other students (regardless of grade level) reading at the same level. Every day for approximately forty minutes, the Guided Reading groups will meet to practice reading skills using "leveled" books –books identified by Fountas & Pinnell as appropriate for the applicable reading level. Every six weeks, the Reading teachers will reassess each student and place him or her in new Guided Reading groups. Throughout the year, students will be actively involved in tracking their reading scores and setting year-long reading goals for themselves.
- Upon enrollment, students will also receive accounts to Study Island and IXL, two online programs that provide individualized instruction and assessments in math and reading. These programs allow students to review and move through content at their own pace during study halls, in-school suspensions, or when they are outside of school (eg, at a library in the evenings or weekends). Some KIPP Journey Academy teachers may also choose to post specific activities or homework on students' accounts. Special education students will also have access to i-Ready, an online reading and literacy improvement website that is tailored to a student's reading and decoding ability.

KIPP Journey Academy will also make regular use of assessment systems developed by school staff:

- Three times annually, all students will participate in Interim assessments developed by the Instructional Coach. Administered in the fall, winter, and early spring these assessments will be compiled using sample questions similar to the ones that will appear in the final state tests. The assessment will test competency and mastery on both recently taught and end-of-year content standards, thus allowing KIPP Journey Academy staff to use the data as a measure of progress as well as a tool for identifying knowledge gaps and planning for reteaching.
- Nearly every day, KIPP Journey Academy teachers will use "Do Nows" and "Exit Tickets" as day-to-day assessment of mastery (see Attachment A). A "Do Now" is a brief 3-5 minute activity completed by students at the beginning of each class and often serves as a spiral review of previous material. Before the end of class each day, students complete an Exit Ticket (another 3-5 minute activity), which assesses mastery of the lesson's objectives. This

data is not regularly shared with the Instructional Coach or School Director, but rather provides teachers with the data necessary to make quick adjustments to their lessons or instruction.

Approach to Assessment

KIPP Journey Academy will employ state- and norm-referenced tests, along with growth-oriented interim and classroom assessments, to gauge student competency, monitor progress and inform instruction – individually and in aggregate.

KIPP Journey Academy will dedicate itself to data-driven instruction to ensure the School Leader, teachers and administrators think strategically and uniformly about *how* to test the standards, the quality of questions on *all* assessments and the value of data captured. These issues, coupled with the corresponding technology and human capital, will serve as core levers in professional development of teachers and curricular alignment.

KIPP Journey Academy expects data to not only drive student achievement, but also create a culture of accountability. Student achievement data will play a central role in the performance review of the School Leader and all instructional staff.

As such, assessment will be a regular part of each classroom teacher’s planning each week. When they submit their plans to the school leader each Monday, they will also be required to have planned their accompanying assessments. Data from both norm- and criterion-referenced assessments will be used in ongoing coaching sessions with teachers.

Determining Interim Proficiency and Using Interim Assessments

The most effective way that KIPP Journey Academy will determine interim proficiency in math, reading, and science is through the use of its interim assessments. To determine mid-year proficiency, the School Leader and Instructional Coach will work together with core subject teachers to determine an expected level of proficiency given the amount of material the teacher has presented before the interim assessments.

These interim assessments will serve to not only pinpoint the content standards that teachers must revisit (and reteach using different instructional strategies), but also identify those students who are significantly below an acceptable level of proficiency. Students identified as performing below proficiency will receive targeted instruction in multiple formats.

As part of our focus on results, the school will employ a variety of assessment tools to ensure that the students are developing the academic, intellectual, and character skills that are necessary for success in high school, college, and the competitive world beyond. Across grade and content level, student mastery will more regularly be assessed based on performance on individual and team-based projects, portfolios, presentations, papers, etc. While teachers will have the freedom to craft scopes, rubrics, and methods of assessment for projects in their classrooms, students will also participate in projects that assess standards in multiple subjects and build upon standards

taught in previous grades.

Other regular assessment and evaluations to be used will include:

- Daily exit quizzes in each class
- Weekly tests and quizzes in each class
- Unit tests
- Homework
- Class attendance

Assessment will be a regular part of each classroom teacher's planning each week. When they submit their lesson plans to the school leader each week, they will be required to have planned their assessments for the week. Teachers will use assessments to determine their own instructional progress as well as the progress of their students. The data garnered from assessments will be used as a focal point for teacher conversations with the School Leader.

Position Responsible for Assessments

KIPP Journey Academy's dedication to quality data is reflected in the creation of the full-time position of Instructional Coach. Employed early in the growth of the school, the Instructional Coach's sole responsibility will be to ensure that the School Leader, teachers and staff of KIPP Journey Academy are equipped with the meaningful data they need to drive student achievement. He or she will play an important role in nearly every step of the data collection and analysis process. He or she will administer interim, mid-year, and final norm- and criterion-referenced assessments, work with teachers to develop in-house formative and summative assessments, create a data warehouse, and collect, analyze, and report data to the School Leader, the KIPP Central Ohio Executive Director, and the Board of Directors.

He or she will also be responsible for researching and recommending new methods of assessing students and storing, sharing, and presenting data. He or she will regularly attend KIPP-sponsored event to gather best practices from across the network.

Grading Scale and Policies

KIPP Journey Academy recognizes that students and families must also be deeply invested in both student performance and growth. As such, teachers will use a gradebook that is organized around state standards but provides students with an easily understood grade letter for the course. These grades will reflect student performance both on assessments and classroom work and projects.

Specifically, all students will be graded on a scale of 65-100 (anything below a C- is not passing), and all teachers will include at least the following components in their grading policy:

- Homework
- Classwork
- Both school-wide and teacher-created assessments

- Quizzes

Students' grades will be based on the following weighted-average:

- 70 percent weighted on assessments
- 30 percent on homework completion, class-work and participation combined

Promotion to the Next Grade

At KIPP Journey Academy, all students who are two or more grade levels behind in math OR reading and have not shown sufficient progress will automatically be retained, with the exception of a School Leader decision.

If a student fails [receives a numerical equivalent of 65 or less] in one core class in an entire school year, they are eligible for retention. If they have failed 2 or more core classes, according to state law, they will be retained. The School Leader will make all final decisions on promotion and retentions and actively seek the advice of KIPP Journey Academy teachers and staff. The School Leader will inform the families of any student to be retained within 24 hours of the decision.

Additionally, students may be retained in their grade at the end of the year for any one of, or a combination of, the following factors:

- Students who fail (earn below 65 percent) either the reading or math OAA
- Failure to meet adequate standards of attendance and lateness
- Students who miss more than 10 days of school or are late more than 10 times may be retained
- Failure to meet behavioral standards of readiness for the next grade level
- Students whose behavior has not shown adequate growth or improvement, or is not at a sufficient level, may be retained
- Failure to complete goals as prescribed on a student's IEP

Letter Grades	Numerical Equivalent	Grade Point Average
A+	97-100	4.0
A	93-96	4.0
A-	90-93	3.75
B+	87-89	3.5
B	83-86	3.25
B-	80-82	3.0
C+	77-79	2.75

Letter Grades	Numerical Equivalent	Grade Point Average
C	73-76	2.5
C-	65-72	2.0
F	60-65	1.25
F	55-60	1.0
F	0-55	0.0

Using Assessment Data to Improve Instruction

The School Leader will couple prescribed professional development opportunities with those created following specific needs as determined by staff or assessment data. For example, if the School Leader or staff indicates that teachers are not receiving meaningful data from their daily formative assessments, the School Leader will develop a professional development session to more effectively create “Do Nows” and “Exit Tickets.”

EXHIBIT 2: FINANCIAL PLAN

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

KIPP: JOURNEY ACADEMY	ACTUAL				Forecasted			
IRN 009997	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2010	2011	2012	2013	2014	2015	2016	2017
<u>Operating Receipts</u>								
State Foundation Payments (3110, 3211)	\$785,683	\$1,244,857	\$1,924,303	\$2,074,134	\$2,074,134	\$2,094,876	\$2,115,825	\$2,143,661
Charges for Services (1500)	0	0	0	0	0	0	0	0
Fees (1600, 1700)	2,527	2,970	0	0	0	0	0	0
Other (1830, 1840, 1850, 1860, 1870, 1890)	23,987	7,620	21,939	25,000	25,000	25,000	25,000	25,000
Total Operating Receipts	812,197	1,255,447	1,946,242	2,099,134	2,099,134	2,119,876	2,140,825	2,168,661
<u>Operating Disbursements</u>								
100 Salaries and Wages	642,976	1,035,009	1,375,684	1,798,993	1,979,170	2,242,360	2,708,720	2,735,510
200 Employee Retirement and Insurance Benefits	152,206	256,500	345,638	436,062	498,648	590,079	745,966	840,464
400 Purchased Services	714,406	856,767	982,226	1,113,553	993,294	985,084	978,461	991,704
500 Supplies and Materials	197,855	138,478	189,506	131,853	110,838	97,924	124,393	126,259
600 Capital Outlay –New	202,245	388,241	26,575	48,266	24,000	24,360	24,725	25,096
700 Capital Outlay – Replacement	0	0	0	0	0	0	0	0
800 Other	24,517	51,991	41,363	67,130	55,212	53,428	51,654	52,391
Total Operating Disbursements	1,934,203	2,726,985	2,960,992	3,595,858	3,661,162	3,993,235	4,633,920	4,771,425
Excess of Operating Receipts Over (Under)								
Operating Disbursements	(1,122,007)	(1,471,538)	(1,014,750)	(1,496,723)	(1,562,028)	(1,873,359)	(2,493,095)	(2,602,764)
<u>Nonoperating Receipts/(Disbursements)</u>								
Federal Grants (all 4000 except fund 532)	568,545	824,119	756,758	861,706	796,481	749,866	680,802	680,802
Federal Fiscal Stabilization Grant	52,809	105,734	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	5,885	6,426	2,923	2,923	2,923	2,923	2,923	2,923

Donations (1820)	586,643	529,880	175,618	600,000	823,163	1,159,975	1,771,228	1,771,228
Interest Income (1400)	0	0	0	0	0	0	0	0
Debt Proceeds (1900)	0	0	0	0	0	0	0	0
Debt Principal Retirement	0	0	0	0	0	0	0	0
Interest and Fiscal Charges	0	0	0	0	0	0	0	0
Transfers – In	0	0	0	0	0	0	0	0
Transfers – Out	0	48	0	0	0	0	0	0
Total Nonoperating Revenues/(Expenses)	1,213,881	1,466,208	935,299	1,464,630	1,622,568	1,912,764	2,454,953	2,454,953
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating								
Disbursements	91,874	(5,330)	(79,450)	(32,094)	60,540	39,405	(38,142)	(147,810)
Fund Cash Balance Beginning of Fiscal Year	78,405	170,279	164,949	85,499	53,405	113,945	153,350	115,208
Fund Cash Balance End of Fiscal Year	\$170,279	\$164,949	\$85,499	\$53,405	\$113,945	\$153,350	\$115,208	(\$32,602)
<u>Disclosure Items for State Fiscal Stabilization Funds</u>								
Personal Services SFSF	\$51,000	\$105,734	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Employees Retirement/Insurance Benefits SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Purchased Services SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Supplies and Materials SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Capital Outlay SFSF			xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Total Expenditures – SDFSF	\$51,000	\$105,734	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

B.2 Financial Management

Annual Fiscal Audit

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

Financial and Accounting Plan

The financial management of KIPP Central Ohio is carried out by the Education Service Center of Central Ohio. Abbreviated as the ESC, a staff of 7 individuals manage all fiscal, compliance, and HR functions for the organization. This team includes a bonded Treasurer, an Accounting Supervisor, a payroll specialist, data specialist, an assistant treasurer, an e-rate consultant, and a grants consultant. The Treasurer and Accounting Supervisor have over 50 years combined financial and accounting experience, much of that experience in public finance and education. Each school will set up in the accounting/financial software as a separate entity internally but the organization will be reported externally as one large cluster; the chart of accounts used are the accounts designated in the Ohio Revised Code; a separate bank account will be set up for each school through which all funds pass; revenues and expenses are categorized by funding source (i.e. general funds, Title I, etc.); financial statements produced are prepared in accordance with GAAP; financial results are reviewed monthly and compared to budget by the finance team and school leadership; financial report format is consistent with state reporting requirements for ease of use in preparing AFR and quarterly reports.

Annual Financial Report

On a yearly basis the KIPP Central Ohio's Annual Report will be made widely available to the public which will include all relevant information to the fiscal year represented. The report will be placed on the KIPP Central Ohio's website for easy and free dissemination to all available parties. The board will formally review the report at a public board meeting. In addition, organizational partners, including funders, government agencies and community partners will receive a copy of the annual report as appropriate.

Sound Fiscal Planning

Appropriate steps will be taken during the annual budgeting process to ensure revenues and expenses are appropriately projected. Revenue will be projected on a minimum threshold of students, while expenses will be projected at a maximum threshold of students able to be served by the school. This will allow the school to determine a worst-case scenario of additional fundraising required should enrollment figures fluctuate throughout the school year. The school will continually negotiate and bid out contracted services to remain below budgeted balances in order to build a healthy cash reserve. The school will set a goal of 3-6 months of cash on hand to cover recurring monthly expenses as a contingency.

B.3 Transportation, Food Service, Other Partnerships

Transportation

KIPP Journey Academy intends to provide transportation to students who live within the Columbus City School district. Of those students, many are provided transportation by Columbus City Schools. All of those transportation costs are subsidized by the public school

district. Currently, KIPP Journey Academy partners with VAT Transportation Inc., a contracted service provider, to provide three additional buses to students deemed “impractical” and not transported by the city district.

Transportation costs will be paid from the school’s general fund. The private transportation agreement with VAT was negotiated at a fixed rate of \$159,000 for the current academic year. This cost is consistent or at a slightly lower cost with transportation costs for other charter schools.

Food Service

Arlene’s Cuisine will continue to provide food service. The school based operations team will provide oversight to the food service provider and will ensure that rules and guidelines of the Federal Food Service program are correctly implemented. Students at KIPP Journey Academy will participate in Federal School Meals Program and be provided with breakfast, lunch and a snack daily. Student’s that stay for the after school program are also provided with a hot dinner through the Children’s Hunger Alliance.

Health Service

KIPP Journey Academy will comply with all health services requirements applicable to public schools in Ohio. KIPP Journey Academy will continue to contract with and provide any professional needed to meet the needs of students with IEPs. The school will also hire a school counselor for students identified as having emotional or psychological disorders.

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

1. School Safety Plan and Health and Safety Review
2. Heimlich Training (for staff)
3. Blood Born Pathogen Training (for staff)
4. Child Abuse Recognition, Violence, and Substance Abuse Training (for staff)
5. Lead Poisoning prevention
6. Vision and Hearing Screenings
7. Flu Vaccinations
8. Food Allergy protection
9. Body Mass Index screening

Other Contracted Services

Other major contracted services include Smart Solutions for network support, TAG for IT support, Sauer Technical for utility services, and Orkin for pest control.

B.4 Insurance

Liability Insurance

KIPP Journey Academy will maintain the levels of insurance as required by the charter agreement with the Fordham Foundation and the Ohio Department of Education as is done with

the current middle school.

- Commercial General Liability
 - Each occurrence - \$1,000,000
 - Damage to rented premises - \$300,000
 - Medical Expenses - \$15,000
 - Personal Injury - \$1,000,000
 - General Aggregate - \$2,000,000
 - Products - \$2,000,000
- Automobile Liability
 - Combined Single Limit - \$1,000,000
- Umbrella Liability
 - Each occurrence - \$3,000,000
 - Aggregate - \$3,000,000
- Worker's Compensation
 - Each Accident - \$1,000,000
 - Disease - \$1,000,000
 - Disease Policy Limit – \$1,000,000

B.5 Benefits

KIPP Journey Academy may provide benefits to staff, including but not limited to health insurance and retirement.

EXHIBIT 3: GOVERNANCE PLAN

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

Overview

The KIPP Central Ohio Board of Directors holds the charter for KIPP Journey Academy. The Board of Director currently has 14 members (see section C.2). The Board does not have responsibilities outside of the operation and oversight of KIPP Central Ohio and its schools.

Current Operation & Relationship with Proposed Schools

Now serving grades 5-8 and over 315 students, KIPP Central Ohio intends on maximizing the footprint of its education program. KIPP Central Ohio intends to serve over 2000 students Kindergarten through High School in the most challenging areas of Columbus, Ohio.

A KIPP Central Ohio regional office will provide services to all schools within the region.

Board of Directors

The KCO Board of Directors is currently comprised of 14 members. Board Members serve renewable 3 year terms based on class. The Board includes a Chair, Vice Chair, Secretary, and Treasurer. The Board's primary purpose is to provide governance and oversight of KCO and the schools within the organization. Consistent with Ohio Law, the board applies for and holds the charter granted by the Thomas B. Fordham Foundation, KCO's authorizer.

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

The qualifications for service on the KCO Board of Directors include but are not limited to:

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

Board Committees

Development Committee

Purpose

The primary purpose of the Development Committee is to support the Executive Director in developing fundraising strategies and processes and to organize and lead the board's role in supporting organization fundraising efforts.

Responsibilities

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

Governance

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

Education Committee

Purpose

The Education Committee ("Education Committee") of the Board of KCO (KIPP Central Ohio) is responsible for supporting the Executive Director to ensure that KCO achieves academic excellence as set forth in annual Executive Director Performance Goals.

Responsibilities

- Acts as thought-partner to schools and/ or regional office staff in establishing and meeting Academic Performance goals for the school and KIPP Through College program.
- Reviews the Regional Dashboard with the Executive Director quarterly.
- Preside over necessary due process hearings in accordance with Board By-laws and the regulations laid forth in the KCO Student/Family Handbook.

Governance

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

- Coordinating with the Corporation's executive staff to develop meeting agendas;
- Reporting to the Board regarding the Committee's area of responsibility;
- Supporting the school's instructional staff in executing the overall strategic development plan set-forth by the Committee and executive staff.

The Education Committee shall meet monthly. One member of the committee will record minutes that shall be available for review by members of the Committee, the KCO's executive staff, and the Chair.

Facility/Operations Committee

Purpose

The Facility/Operations Committee ("Facility Committee") of the KCO (KIPP Central Ohio) Board is charged with assisting with the assessment, identification, selection, and enhancement of existing and/or proposed physical plant/space. This plant/space is necessary to optimally allow KPCS and additional KIPP Central Ohio schools to execute academic program, extracurricular and enrichment activities.

Responsibilities

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

Governance

The Board will select the members of the Facility Committee, each of whom will serve at the pleasure of the Board. The Board Chair will select a Chair. The Chair may serve until he or she

dies or resigns, but at all times the Chair serves at the pleasure of the President, who may replace the Chair at any time at his or her discretion. The Chair will:

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

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

Finance Committee

Purpose

The primary purpose of the Finance and Audit Committee is to ensure that:

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

Responsibilities

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

Governance

- The Board Chair will select the members of the Finance and Audit Committee, each of whom will serve at the pleasure of the Board. Committee members should have a strong background in accounting, finance, or business.

- Members of the Committee shall be free from any relationship that, in the opinion of the Board, would interfere with the exercise of his or her independent judgment as a member of the Committee.
- In addition, the Chair of the Finance and Audit Committee may designate other individuals not serving as Trustees who can contribute their time and expertise to the betterment of the organization as (non-voting) Finance and Audit Committee members.

Governance Committee

Purpose

The primary purpose of the Governance Committee to:

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

Responsibilities

1) Make recommendations regarding the size, composition and operations of the Board, addressing, without limitation:

- Governance structure (advisory boards, associate boards, etc.) and number of board members
- Committee structure
- Annual meeting calendar (frequency and topic areas)

2) Develop, disclose and manage a process for identifying, evaluating, recruiting and nominating new board member candidates.

- Determine the desired qualifications and criteria for Board members, including skills, experience, qualities, desired diversity and the like
- Conduct periodic needs assessment / gap analysis to assess the board's current composition and identifying missing needed qualities and characteristics
- Develop job descriptions and expectations for board members
- Draft a development plan for continuously cultivating new prospects
- Oversee board candidate pipeline and contribute to search process, recruitment process and nomination / approval process

3) Conduct an annual evaluation of the overall effectiveness of the Board, including the following areas:

- Board's structure, size and composition and terms
- Committee structure purpose, operations and composition and terms
- Board's independence, commitment and accountability
- Board member and management satisfaction
- Board's involvement in setting the Company's strategy and monitoring its execution
- Board's oversight of management and monitoring of management succession planning
- Board's focus on the most critical issues and risks

- Clarity between the roles of the Board and management
- Adequacy of access to information, employees and experts in a timely manner
- Appropriateness of each of the committee Charters and the functioning of the committees with respect to those Charters
- And make recommendations to the Board for changes as appropriate in the spirit of continuous improvement.

4) Develop and recommend to the Board a set of corporate governance guidelines and keep abreast of developments with regard to corporate governance to enable the Committee to make recommendations to the Board in light of such developments as may be appropriate.

5) Oversee the development and implementation of an effective orientation program for new members of the Board as well as a process for continuing to educate all members on their responsibilities and knowledge needed to perform their duties effectively.

6) Ensure that meaningful Executive Director performance oversight and evaluation occurs on a regular basis and that Executive Director and Board Chair succession plans are in place.

Governance

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

Board Training

Given the experience of the current board, training will be primarily focused on bringing lesser-experience board members up to speed on topics including governance vs. management, finance oversight, development, interpreting academic results and other topics. These trainings will involve a combination of informal education sessions between board members and, when applicable, formal training programs through organizations like Ohio Department of Education, Fordham Foundation, and Ohio Alliance of Public Charter Schools.

Board Relationship with Staff

The Board of Directors will hire and communicate directly with the KIPP Central Ohio Executive Director. From time to time, the KIPP Journey Academy School Leader is asked to present updates to the Board.

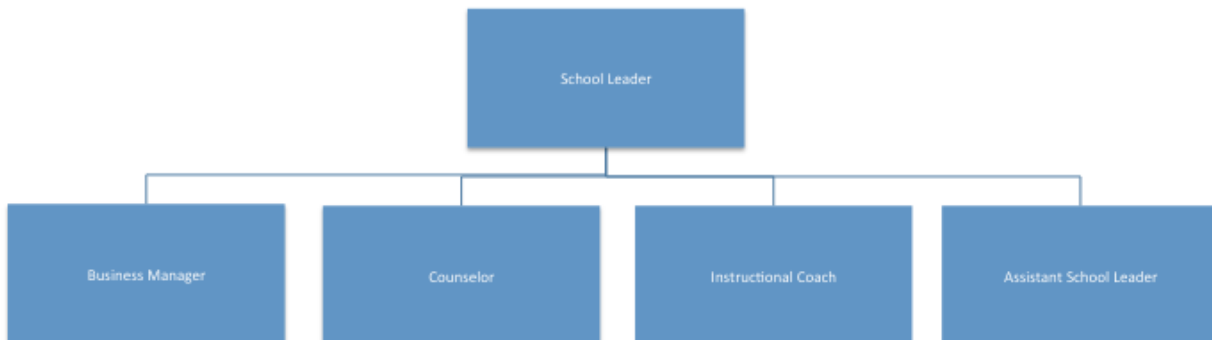
C.2 Governing Board Composition

Board Membership

Steve Bishop, Finance Chair Executive Director (former) -Tax Services, Ernst & Young <i>Chair, Finance Committee</i> <i>Governance Committee</i>	Judge Algenon Marbley, Chair Federal Judge U.S. District Court of Clerks <i>Finance Committee</i> <i>Expansion- Facilities/Operations Committee</i> <i>Development Committee</i> <i>Education Committee</i> <i>Chair, Governance Committee</i>
Stuart Burgdoerfer CFO, Limited Brands <i>Finance Committee</i>	Dr. Amy McClure Professor, Ohio Wesleyan University <i>Education Committee</i>
Joseph Chlapaty CEO, Advanced Drainage Systems <i>Expansion- Facilities/Operations Committee</i> <i>Development Committee</i>	Kevin Reeves Managing Director, American Electric Power <i>Finance Committee</i> <i>Expansion- Facilities/Operations Committee</i>
Jim Gilmour Retired- Former CFO, Dispatch Printing Company <i>Finance Committee</i>	Blake Thompson Vice President, Battelle/Ohio <i>Expansion- Facilities/Operations Committee</i> <i>Governance Committee</i>
Denise Glimcher Community Leader <i>Development Committee</i> <i>Education Committee</i>	Barbara Trueman Majority Owner/Community Leader, Truesports, Inc. <i>Development Committee</i> <i>Education Committee</i>
Eddie Harrell, Secretary Vice President/General Manager, Radio One <i>Expansion - Facilities/Operations Committee</i>	Abigail Wexner, Vice Chair Community Leader/Limited Brands <i>Finance Committee</i> <i>Expansion- Facilities/Operations Committee</i> <i>Chair, Development Committee</i> <i>Governance Committee</i>
Katie Kauffman Educator, Volunteer <i>Education Committee</i>	
John Kobacker CEO, Marlenko Group <i>Co-Chair, Expansion- Facilities/Operations</i> <i>Committee</i> <i>Governance Committee</i>	

C.3 Management and Operation

Senior Management Team Structure



Roles and Reporting

The School Leader reports directly to the Executive Director. The rest of the senior management team reports directly to the School Director. For the rest of the reporting relationships in the staffing model, please refer to the complete staffing grid in section C.4.

C3.1 Records

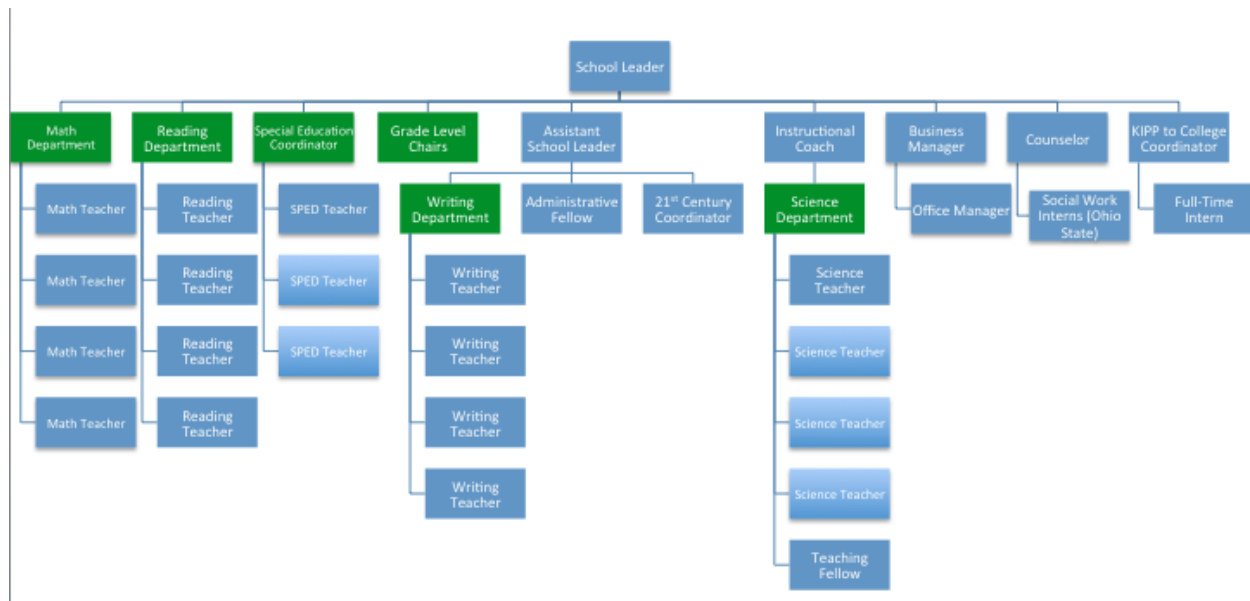
The following information is collected at the time of enrollment for each student: registration form, emergency form, free and reduced lunch application, birth certificate, complete immunization record, health records, social security card (not required), guardian's driver's license, media release, computer permission, FERPA notice, Commitment to Excellence, previous school records, test scores, and IEP/ETR/504 (if applicable). The guardian completes these forms at the time of enrollment.

If we do not receive one of these items at the time of enrollment, we send notices to the family requesting this information. The office manager also faxes a request to the student's previous school, any time that a student enrolls. This request withdraws a student from the previous school and also gives the school permission to release the student's records to KIPP Journey Academy.

The records are locked in the business office at KIPP Journey in filing cabinets sorted by grade level. Teachers have access to the records as long as they remain within the main office. Guardians can also access the file of his or her student.

C.4 Staffing and Human Resources

Organizational Chart



Roles and Responsibilities Overview

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

Necessary Instructional Skills & Expertise

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

Staff Recruitment

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

Specifically, KIPP Journey Academy jobs will be advertised on the websites of the national KIPP Foundation, YES Prep Charter Schools, Uncommon Charter Schools, IDEA Public Charter Schools, Achievement First Charter Schools, Aspire Charter Schools, and Teach For America. Currently, approximately 25 percent of current KIPP Central Ohio staff participated in Teach For America, and School Leader and Executive Director build strong relationships with Ohio-based recruiters for the program to identify those teachers who might be eager to return to their home state. KIPP Journey Academy will also hope to draw a number of future alumni from the newly created Northeast and Southwest Ohio Teach For America regions.

Staff Selection

All applicants will submit updated resumes and cover letters. The School Leader will then review these materials before conducting a brief 15 – 30 minute phone screen.

Following the phone interview, all promising instructional applicants will be invited to present a sample 30-minute lesson at the school. If the applicant is unable to travel to Columbus for a sample lesson, he or she may submit a video of a recent lesson. Following the sample lesson, the School Leader will conduct a final hour-long interview before making a final decision.

Staff Evaluation

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

C.5 Professional Development

Professional Development Responsibility

At KIPP Journey Academy, the School Leader plans, implements, and evaluates all staff professional development opportunities. While the School Leader will focus primarily on improving instructional skills and planning, professional development opportunities may also address the following themes (among many others):

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

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

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

Professional Development Schedule

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

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

Including All Teachers

Because KIPP Journey Academy will aim to place all special education students in the Least

Restrictive Environment, Special Education teachers will spend a large portion of their time supporting general education teachers in the classroom. As such, both general and special education teachers will attend all instructional professional development sessions. Specific sessions such as differentiation and inclusion will be presented jointly for the mutual benefit of both general and special education teachers.

Additionally, KIPP Journey Academy will be committed to engaging the expertise and resources in the community to further enhance professional development. These topics presented by outside speakers will be mutually beneficial to both general and special education teachers. Recently, KIPP Central Ohio has hosted faculty from The Ohio State University to discuss effective strategies when working with students diagnosed with ADHD. Similarly, a presentation by the Education Service Center of Central Ohio presented tips for teaching students with Emotional Disturbance. KIPP Journey Academy will draw heavily on resources like these to supplement professional development in themes outside of the School Leader and staff's expertise.

Alignment with Pedagogy and Curriculum

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

Like KIPP Journey Academy's instructional program, the framework is outcome-focused; all students **MUST** receive an excellent education. Thus, KIPP Journey Academy will work with teachers to achieve success by mastering backwards design and the five-step lesson cycle. While the framework provides a conceptual structure for teaching at KIPP Journey Academy, the school will turn to supplemental sources for the specific, tangible techniques and strategies that can be employed in the classroom. Specifically, KIPP Journey Academy works to adopt many of the practices of leading researchers like Doug Lemov (*Teach Like A Champion*) and John Saphier (*Skillful Teacher*). Both of these texts are derived from a "no excuses" philosophy on education and have proven extremely effective helpful in achieving results in urban classrooms across the country.

Evaluation of Professional Development

Time is the most precious resource at KIPP Journey Academy; all professional development must help—either directly or indirectly—drive student achievement. At the same time, all professional development must be presented in such a way that is meaningful and understandable to all teachers. KIPP Journey Academy will implement a rigorous, inclusive evaluation system for all professional development opportunities.

For example, immediately following the conclusion of a professional development day, teachers will be provided with a survey of the effectiveness of each opportunity in which they participated. They will be asked to rate the session based upon its success in meeting its objectives, as well as its usefulness. Any sessions not rated above "effective" will either be drastically reworked or replaced with a more effective opportunity.

Please note that KIPP Journey Academy teachers will have the opportunity to collaborate during a professional development day nearly once every month. On any given day, teachers also have the opportunity to collaborate directly before school, during student breakfast and while students are attending enrichment, and after school.

C.6 Student Recruitment and Enrollment

Overview of Recruitment

KIPP Journey Academy will recruit students primarily through our re-enrollment process and by implementing a referral program. We first recruit students by re-enrolling our current students, accepting sibling referrals, and accepting other referrals. We will use an incentive program to encourage students to submit referrals of people whom they know. Finally we recruit students by going door-to-door, using marketing and collateral materials (such as radio and billboard advertising), attending community events, and by online enrollment applications.

Enrollment Plan

The following table represents our enrollment plan. We will target an enrollment of 340 students in grades 5-8 each year for the next five years.

KIPP: Journey Academy Projected Enrollment*

	2013-14	2014-15	2015-16	2016-17	2017-18
Grade					
5	80	80	80	80	80
6	90	90	90	90	90
7	90	90	90	90	90
8	80	80	80	80	80
Total	340	340	340	340	340

*As of April 2013.

Enrollment Process

The student enrollment process is as follows:

1. A parent or legal guardian is required to complete the following information during the time of enrollment, for each student he or she is enrolling: request for records, registration form, emergency form, free and reduced lunch application, provide health records, media release, computer permission, FERPA notice, commitment to excellence, previous school records, test scores, and any special education records (IEP/ETR/504, if applicable). All of these forms must be complete in order for a student to
2. A parent or legal guardian must provide the school with a copy of the following documents at the time of enrollment:
 - a. Student's Birth Certificate
 - b. Complete Immunization Records
 - c. Proof of Residency (only one of the following must be submitted)
 - i. Voter registration card
 - ii. Lease agreement
 - iii. Mortgage statement
 - iv. Utility statement
 - v. Bank statement

- vi. 6. Rent receipt
- d. Guardian's Driver's License
- 3. If the school does not receive one of these items at the time of enrollment, we will send notices to the family requesting this information. The office manager also faxes a request to the student's previous school, any time a student enrolls. This request withdraws a student from the previous school and also gives the previous school permission to release the student's records to KIPP Journey Academy.
- 4. Finally, the last step of enrolling students is adding them to the Student Information System, by completing a Student Data Form that is sent to the ESC. The EMIS Coordinator at the ESC will assist in entering the student's data into our Student Information System, SIS.

We will hold a lottery only if we have more applicants in a specific grade than spaces available during the recruitment season. At that time, we will hold a lottery to determine (at random) which students will receive a space in that particular grade. Once a grade reaches capacity, the school will begin to form a waitlist for that grade with any remaining students who are not currently enrolled. Applicants are still required to complete all enrollment paperwork in order to participate in the lottery or be added to the waitlist.

C.7 Community Partnerships

Community Partners' Role in the School

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

During its first three years of operation KCO has established strong ties with a host of leading community groups in Columbus. Key partners include:

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

Additionally, KIPP Journey Academy has welcomed the following partners in various roles and for various enrichment activities over the past year:

- St. Stephen's Community House
- YWCA Family Center
- OSU Honors & Scholars Program
- Phoenix Children's Theater
- Columbus Foundation

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

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

Plans for Developing Community Partnerships

KCO is currently drawing on its board members and existing community partnerships to reach out to community leaders who in turn will be able to introduce KCO to new key community groups. Specific outreach targets include top administrators at the Nationwide Children’s Hospital, which could serve as a strong conduit to community groups in South Columbus, and Dawn Tyler Lee at PACT, who is tightly integrated into the community in East Side Columbus. (Additional East Side community conduits include Board Chair Judge Marbley and the Urban League.)

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

- PACT (East Side);
- Livingston Avenue Area Commission (East Side);
- Near East Area Commission (East Side);
- Nationwide Children’s Hospital (South Side);

- Columbus Southside Area Commission (South Side); and
- Columbus Urban League (East & South Sides).

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

KCO is also moving to build relationships with local colleges and universities that will aid KCO students after they graduate from high school. There is a wealth of strong post-secondary institutions in Ohio; KCO has made it a point to reach out to institutions that either share board members with KCO's board, or are uniquely well-positioned to support KCO students as they transition to college. Potential partners in this area include:

- The Ohio State University, which has strong support systems for African-American students transitioning to college. Additionally, KCO Board Chair Judge Marbley serves as chair of OSU's education committee.
- Ohio Dominican University, which puts an emphasis on supporting first-generation college students. KCO board member Jim Gilmore is on the board of Ohio Dominican.
- Capital University, which is a small, accepting liberal arts college that is located very close to two of the college prep high schools where KCO currently places students.
- Ohio-Wesleyan University, with which KCO is in the process of bringing on a new board member, the head of the education department at Ohio-Wesleyan.
- Denison University, which currently has a cohort of students from similar demographic backgrounds to KCO students who are succeeding.
- Marietta College, with which KCO's Executive Director has talked about building a framework for freshman orientation that would be more supportive of students from disadvantaged backgrounds.
- University of Dubuque (Iowa), which shares a board member with KCO. This board member is committed to building a partnership between University of Dubuque and KCO.
- Spelman College, where Stuart Burgdoerfer (current KCO Board Member) formerly served as Board Member

KCO continues to seek relationships with important stakeholders in the community. Since the beginning of the 2011-2012 school year, Executive Director Hannah Powell has hosted more than 30 tours of KIPP Journey Academy with local schools, organizations, business leaders, and elected officials.

C.8 Parent Engagement

Encouraging Family Involvement and Communication

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

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

- Weekly Family Newsletters
- Parent conferences scheduled three times annually
- Monthly KIPP Connect After-School Newsletter
- Daily automatic call notification system to inform parents of missed work
- Monthly after school community events (festivals, choir performances)
- Annual Pancake Breakfast
- "The Village" -- Monthly PTA meetings
- Staff contact lists with cell phones provided to all families annually; families can contact teachers until 9pm each night

Gauging Parent Satisfaction

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

Procedures to Respond to Parental Complaints

The staff of KIPP Journey Academy will prioritize parent communication and will respond promptly to all concerns within 24 hours. Parents have access to school officials through phone systems, voice messaging, email, and office hours during the school day.

When a parent concern arises, staff will notify the School Director of both the concern and actionable steps to resolve any problems. If a staff member cannot resolve the situation, the School Director will make contact with the family to resolve the concern within a 24-hour period.

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 Community 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 the 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

IS THE COMMUNITY SCHOOL RATED AT LEAST A “C” ON ALL PERFORMANCE MEASURES OF THE COMMUNITY 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

Performance Measure	2014	2015	2016
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 Community 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 Community 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 Ohio 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 Governing Authority adhering to and making progress against that plan?**
- 2.) Have Governing Authority 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 Governing Authority performance against its strategic plan, avoidance of conflicts of interest, and satisfaction of 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 SPONSOR 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:

KIPP: Journey Academy

1406 Myrtle Ave

Columbus, OH 43211

IRN number 009997, 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 Community School opens under a temporary Certificate of Occupancy in which further repairs or modifications to the facility are needed, the Community 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 Community 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 Community 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 Community School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been re-issued by the SPONSOR.

If at any time the GOVERNING AUTHORITY fails to maintain the above-mentioned documentation, the SPONSOR may revoke this Letter of Approval to Operate, and the Community 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 Community 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: _____

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;

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.

Name of Sponsor Representative:
Please Print

Title of Sponsor Representative:
Please Print

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 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

KIPP: Journey Academy Governing Authority

Name	Role	Term	Address
Barbara Trueman	Member	2008-2013	1406 Myrtle Ave. Columbus, OH 43211
Stuart Burgdorfer	Member	2008-2013	1406 Myrtle Ave. Columbus, OH 43211
Eddie Harrell	Secretary	2008-2013	1406 Myrtle Ave. Columbus, OH 43211
John Kobacker	Member	2010-2012	1406 Myrtle Ave. Columbus, OH 43211
Abigail Wexner	Vice Chair	2008-2012	1406 Myrtle Ave. Columbus, OH 43211
James Gilmour	Member	2008-2012	1406 Myrtle Ave. Columbus, OH 43211
Judge Algenon Marbley	Chair	2008-2012	1406 Myrtle Ave. Columbus, OH 43211
Kevin Reeves	Member	2009-2012	1406 Myrtle Ave. Columbus, OH 43211
Joe Chlapaty	Member	2009-2012	1406 Myrtle Ave. Columbus, OH 43211
Steve Bishop	Finance Chair	2010-2013	1406 Myrtle Ave. Columbus, OH 43211
Blake Thompson	Member	2011-2012	1406 Myrtle Ave. Columbus, OH 43211
Denise Glimcher	Member	2011-2013	1406 Myrtle Ave. Columbus, OH 43211
Katie Kaufman	Member	2012-2014	1406 Myrtle Ave. Columbus, OH 43211
Amy McClure	Member	2012-2014	1406 Myrtle Ave. Columbus, OH 43211

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

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

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

Ohio Ethics Law and related statutes prohibit an official from:

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

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

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

I acknowledge that no official at ____[School Name]____ has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not); siblings; parents; grandparents; grandchildren; and, any other person related by blood or by marriage and living in the same household.⁷

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

Related party #1	Role	Related party #2	Role

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

School Leader

Date

Governing Authority Representative

Date

⁷ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

