

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of the Phoenix Community Learning
Center
and the Thomas B. Fordham Foundation**

Dated as of April 26, 2013

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COMMUNITY SCHOOL CONTRACT

For

Phoenix Community Learning Center

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 Phoenix Community Learning Center, located at 3595 Washington Avenue, Cincinnati, Ohio 45227 (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 Cincinnati City School District and is part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the Community School. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools and the terms of this Contract. The Community School is educating children in grade or age equivalent grade levels Kindergarten through eighth.

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, "Phoenix Community Learning Center is sponsored by the Thomas B. Fordham Foundation."

Article II. Term

The term of this Contract shall be for a period of two (2) year(s) commencing July 1, 2013 and ending June 30, 2015 (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 Community School does not intend to renew the Contract with the SPONSOR, the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article X of this Contract. The Community School may enter into a Contract with a new sponsor in accordance with Code Section 3314.03 upon the expiration of this Contract.

Article III. Responsibilities of the GOVERNING AUTHORITY

The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Code applicable to community schools. Pursuant to Section 3314.02 all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity. In accordance with Section 3314.03 of the Code, the Community School agrees that it will remain in good standing as a non-profit, public benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

The Community School shall be located within the Cincinnati 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 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 Community School if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

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

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

if it were a school district and comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

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

In accordance with Code Section 3365.15, the GOVERNING AUTHORITY shall ensure that academically qualified students be permitted to participate in the Seniors to Sophomores program.

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

The GOVERNING AUTHORITY represents that the school director, principal or the superintendent of the Community School, if a member of the governing authority, is a non-voting member of the GOVERNING AUTHORITY.

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

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

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

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

As consideration for the sponsorship of the Community School by the SPONSOR, the GOVERNING AUTHORITY or, as directed, the Community School will pay a 2 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 Community School's mission; the ages and grades of students; the characteristics of the students the Community School expects to attract; the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

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

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

B. Financial Plan:

In accordance with Section 3314.03(A)(15), the GOVERNING AUTHORITY agrees to comply with the financial plan ("Financial Plan") of the Community School, which details an

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

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

In accordance with Section 3314.011 of the Code, the GOVERNING AUTHORITY shall have a designated fiscal officer for the Community School who meets all of the requirements set forth in Section 3314.011.

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

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

The GOVERNING AUTHORITY will annually conduct an inventory of all assets of the Community School and their value, as of the date the inventory was conducted, and submit a copy of the inventory to 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 Community School, or any independent contractor servicing the Community School. Servicing the Community School is defined as any work that relates to the educational mission, operations or governance of the Community School. The approved minutes of the GOVERNING AUTHORITY will specifically evidence these recusals and reason therefore.

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

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

The GOVERNING AUTHORITY agrees to comply with the admission procedures as set forth in Section 3314.06 of the Code. In accordance with Section 3314.03(A)(19) of the Code, the GOVERNING AUTHORITY agrees to adopt an enrollment policy regarding the admission of students who reside outside the district in which the Community School is located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Code.

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

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

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

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

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

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

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

D. Accountability Plan:

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

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

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

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

Article IV. Responsibilities of the SPONSOR

Pursuant to Section 3314.015(B) of the Code, the SPONSOR shall perform its obligations under this Contract consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code; specifically, the SPONSOR shall: (1) monitor the Community School's compliance with all laws applicable to the 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.

Article VII. Letter of Approval to Operate

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor begin classes for students in the new location 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 the Community School under its sponsorship, declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for the following reasons:

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

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

may be terminated or operations of the Community School may be suspended pursuant to Article IX of this Contract.

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

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

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

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

Article IX. Suspension of Operation

If 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 Community 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 in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this Contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
10. Other good cause.

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

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

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

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;
2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination, or if the SPONSOR'S decision is appealed to the State Board of Education (the "State Board"), and the State Board affirms that decision, the date established in the resolution of the State Board affirming the SPONSOR's decision.

If the SPONSOR learns that the Community School may receive a designation of "unauditable" from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, termination or nonrenewal of the Contract.

Article XI. Contract Termination Contingencies

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

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

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the Community School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not

limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of the Community School's operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, (iii) provide the means and capability to access 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 guidance published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the 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 the 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
3595 Washington Avenue
Cincinnati, Ohio 45227
Attn. Governing Authority Chairperson

Copies to:

If to the SPONSOR:

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

Copies to:

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

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

Article XXII. Non-Waiver

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party

to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Article XXIII. Force Majeure

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

Article XXIV. No Third Party Rights

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

Article XXV. Non-Agency

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

Article XXVI. Statement of Assurances for Start-Up Schools

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

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

By:

Michael J. Petrilli
Michael J. Petrilli
Executive Vice President

DATE:

May 23, 2013

THE GOVERNING AUTHORITY OF

By:

Luther Brown

DATE:

5/16/13

648075v.1

EXHIBIT 1: EDUCATION PLAN

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

The Phoenix Community Learning Center (PCLC) is an inclusive school dedicated to increased learning and achievement of all students and focused on developing higher order thinking skills in all content areas. Through character education and strong staff, student, family, and community involvement, students will become responsible citizens who make positive contributions to their community - now and in the future.

A.1.1 Vision

Learning to read and write is the basis for all the learning that follows in content area subjects. PCLC is envisioned as a K-8 school where students master those beginning reading and writing skills that build the broad base of knowledge necessary for success at the secondary level and beyond.

Knowing how to read and write to communicate effectively is everything. Without it students do not have a chance at a successful and fulfilled life. Therefore, we envision our students with and without disabilities in the primary grades (K-3) mastering the instructional focus on letters, sounds, and words and reading and writing with accuracy and expression. PCLC envisions 100 percent of K-3 students “learning to read”.

As students move into the upper elementary grades (3-8), we envision 100 percent of PCLC students successfully progressing to "reading to learn" content material, where there is a deepening awareness of the demands of text, and the need for students to read and write to communicate conceptual understandings.

In our vision all PCLC teachers (science, social studies, math, physical education etc.) endeavor to ensure that 100 percent of their students become analytical readers, writers, and communicators of language. Our vision is in alignment with the Common Core Anchor Standards which requires that all teachers address reading, writing, and critical thinking in their content areas to ensure that students are college and career ready. We see PCLC students' entering the workforce of the 21st century equipped with the strong reading, writing, mathematical, and critical thinking skills that businesses will look for in 21st century workers.

A.1.2 Educational Philosophy

The philosophical stance of PCLC is that students learn best when they are consistently challenged to develop and use their higher order thinking skills (Pogrow, 1997) through inquiry-based projects. We believe that a curriculum focused on mastery in all academic content areas, but designed to challenge students to develop skills related to inquiry, critical thinking, problem solving, reflection, collaboration, and ethics and work habits is needed if students are to become true lifelong learners. Furthermore, not only must students learn these skills, they must also learn to apply them at high levels if they are to be perceived as successful learners according to

Common Core and Ohio Revised standards. At PCLC we believe that the task of developing students' higher order thinking skills should be brought to the forefront of the curriculum and used as a guide for teachers in ensuring that students know how to apply and use the learned information and facts from content.

PCLC also believes that academic excellence alone is insufficient for a successful life. We know that children bring many personal issues to school and that is difficult for them to achieve academically if they are dealing with a wealth of emotions, which may range from feelings of fear, and anxiety to anger, isolation, and rejection. Therefore, PCLC promotes a supportive, inclusive school culture. PCLC will build this inclusive culture by consistently providing students with and without disabilities the opportunity, through character education and inclusive classrooms, to develop social awareness, emotion, self-control, and problem solving techniques needed to become thinkers and problem solvers who articulate their feelings and opinions in positive ways.

We believe that the direct involvement of families and kin in school decision making lowers their distrust of educators and thus increases their involvement in and support of the school and its educational goals. Our belief is that the focus should not be on what schools can do for families, but on how to form genuine school-family partnerships (Lewis, 1999). This philosophy is based on making a shift from focusing on involving parents only to a focus on involving whole families and the community in the education of children (Comer, 1999). We believe that in order to prompt kinship and community involvement in the academic and social development of students, schools have to begin to transform themselves into community learning centers with an array of services designed to assist students, their families, and the community. It is the stance of PCLC that the full partnership, cooperation, and support of families and the community are essential to the academic and social achievement of students.

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

PCLC will serve students in grade or age equivalent levels kindergarten through eighth, and, in accordance with Ohio Revised Code section 3314.03(A)(19), PCLC will enroll students statewide.

A.3 Curriculum and Instruction

The major focus of the curriculum is on developing students' higher order thinking skills in all content areas. This aligns well with the school's mission of increased student learning and achievement. The Common Core Standards in Math and Reading, and the Revised Standards in Science and Social Studies (K-8), will be used. The Common Core standards are highly aligned with the instructional strategy of inquiry based learning and our mission of higher order thinking. The academic areas taught are language arts, social studies, science, math, and reading. The instructional and performance objectives for each academic subject and grade level as well as the

achievement objectives for reading, writing, math, science, and social studies are listed in the Ohio Common Core and the Ohio Revised Standards.

All students can achieve at high levels when afforded the best learning opportunities which meet their individual needs. At PCLC we believe that a Workshop approach along with a framework for rigor and relevance (adopted from the International Center for Leadership in Education) instruction is the best way to manage the classroom learning environment.

The concept of a workshop approach empowers teachers to deliver instruction that effectively meets the needs of each student. Teachers are empowered to be prescriptive and diagnostic in their instructional decision making without relying solely on a scripted teacher's guide. The balanced workshop approach is used in reading, writing, math, science, social studies and physical education. It focuses on different types of learning experiences, including: whole group mini lesson instruction, small group guided instruction, read-alouds, shared reading and writing, guided reading and writing, reading and writing conferences, independent reading and writing, practice work stations and centers, cooperative learning and reflective sharing of learning. The teacher becomes a facilitator of student learning as children take on the work load and take control of and responsibility for their own learning. Online tutoring programs in reading, math, science and social studies are provided for students to help ensure that they are on track according to the Ohio Revised Standards in science and social studies and the Common Core Standards in math and reading.

Using a balanced workshop approach to instruction is a novel idea because it is not dependent on one popular program but rather on a teacher's professional ability to unpack the standards. It is based on the teacher's professional ability to assess students' needs and then, based on those needs, choose from a menu of highly vetted programs and materials and resources. Teachers are empowered with the skills and competencies they need to be effective teachers of reading, writing, math and the content areas of science and social studies. This empowerment enables teachers to be more creative and definitive when planning differentiation and intervention (Response to Intervention –RTI) for students who are not on track. Professional development will focus on equipping teachers with the professional knowledge and skills needed to carry out these tasks.

Also, K-3 students who are not on track in reading and math will have tutors on site (pending availability of funding), making daily tutoring in the classroom a new norm. This normalizes daily discussion among teachers and tutors regarding students' progress and growth. Expected impact after 1 year is an increase in the number of K-3 students reading on track.

Daily PD sessions will increase teacher capacity by equipping them with the knowledge and skills needed to ensure that all students can read on grade level by end of third grade. Partnerships are fostered through collaborating with local colleges and universities.

In July, 2013, the school will offer a 4 week Teacher Institute as part of its Demonstration School. During this time teachers will be trained on the components of a balanced workshop model and its successful implementation. Implementation training will be available as needed over the next two years. Daily-embedded professional development put in place to allow time for teachers to study, analyze and discuss data and set future goals for student growth. These daily professional development sessions become part of the school culture. It is sustained as teachers and tutors take ownership for developing and leading daily PD topics aimed at accountability for and implementation of the balanced workshop approach to instruction. By June, 2014, we expect to see an increase in the number of students reading at or above grade level. By June, 2015, we expect that over 80 percent of students K-3 will read at or above grade level. By Sept, 2013, MAC laptops and wireless internet access will be in place for a larger number of students to access online learning and reading assessments, thus preparing students for next generation assessments.

The Response to Intervention Team (RTI) will monitor student growth over time using multiple measures of assessments. Our scope of work and progress monitoring will be updated in weekly RTI accountability meetings where student data are shared and analyzed. In these meetings, new learning goals will be set and/or old ones will be adjusted based on student growth aligned to the Common Core and New Ohio Revised Standards.

It is imperative that our students start out as strong readers and writers. Therefore the instructional approach we use and the materials and resources we adopt are critically important. We feel confident in using a balanced workshop approach in that the National Reading Panel (2000) found that balanced approaches are preferred when teaching young children K-3 to read. This finding was based on their review of scientific research-based reading instructional practices used by teachers in classrooms across the country. Also, research conducted by a team led by Dr. Anthony Bryk (currently President of the Carnegie Foundation for the Advancement of Teaching) found that when using a balanced workshop approach students' average rates of literacy learning increased by 16 percent in the first year of implementation; 28 percent in the second; and 32 percent in the third. Achievement rose across all levels of students.

The Austin Independent School District (2001) initiated a balanced literacy support plan for students in grades K-4 who needed extra reading intervention. Austin's literacy support model, built on a balanced literacy workshop model, has served over 3,000 students; 96 percent of these students made gains. Average gain in Grades 1- 4 was 8.7 on reading-text levels and was accomplished within a school year. Findings of those district studies reaffirm the value of balanced literacy instruction. Data from Toronto's longitudinal studies (also demographics similar to ours), in which a balanced literacy model was implemented, showed that students' literacy gains on seven out of eight standardized measures exceeded expected gains (French, Morgan, Vanayan, & White, 2001).

Our goal is to see more students (K-3) over next two years reading at grade level. Assessments used to evaluate effectiveness will be: 1) Reading Running Records to clinically obtain data as to students' reading comprehension level; 2) STAR Reading pre and post assessments; 3) MAPS (NWEA) pre and post assessments; Linkit using NWEA question data base for Performance Indicator Test (PI Test); and 4) common local assessments. Using the "On Track" standards for grades K-3 (supplied by ODE), teachers will be able to examine and assess the effectiveness of our balanced workshop model. Our rationale is that if students enter each grade level solidly on target, the next grade level teacher can work with them at even higher levels. The goal is to set the bar high so that students enter third grade reading at a higher rate than before. Impact will be measured by an increase in number of students reading at or above grade level in grades K-3 using standardized test, NWEA, and STAR by 2015; and 75 percent of students passing the third grade Ohio Achievement Assessment in Reading by 2015.

Surveys will be completed twice per year by teachers, parents, and students to analyze effectiveness. Data gleaned from the surveys will drive decision making regarding the future implementation of this balanced workshop concept.

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 Culturama, Health Fair, Robotics, and a variety of extra-curricular clubs and activities for students.

Curricular Materials

Study Island

Brainpop

Learning A-Z

- Reading A-Z
- Writing A-Z
- Science A-Z
- Vocabulary A-Z
- RAZ KIDS
- Reading Tutor

Research Base for Study Island in Ohio

After third- and fourth-grade students in **Miamisburg City School District in Ohio** began using *Study Island* during the 2006–2007 school year, student achievement in reading rose on a district- calculated proficiency score that is based on scores across multiple measurements. In both the third and fourth grade, the percentage of students scoring at or above a proficient level grew the year students began using *Study Island*. Although this gain was not significant, the trend in growth is positive. In both grade levels, a higher percentage of students were proficient in reading after students used *Study Island* for one school year. The results are more robust when

examining the same group of students longitudinally over time from third to fourth grade. In the 2005–2006 school year, the year prior to the introduction of *Study Island*, 84 percent of third-grade students were at or above proficiency in reading as determined by the state-calculated proficiency score. When students began using *Study Island* in the 2006–2007 school year, 89 percent of students now in fourth grade scored at or above a proficient level in reading. This growth of 5 percent in achievement was statistically significant. Analysis on the results from the Ohio Achievement Test alone shows an even more pronounced growth in achievement. Prior to the introduction of *Study Island*, 81 percent of students scored at or above a proficient level in reading. This percentage grew significantly ($z = 2.56, p < 0.01$) to 88 percent after students had used *Study Island* for one year.

Kemp Elementary in Dayton, Ohio began using *Study Island* during the 2006–2007 school year to help students prepare for the Ohio Achievement Test and master grade-level standards and content objectives. After using *Study Island* for one school year, results showed that a higher percentage of fourth- and sixth- grade students were meeting standards in math based on a district-calculated proficiency score, which takes into account performance on multiple state measures. Prior to using *Study Island*, only 33 percent of fourth-grade students and 34 percent of sixth-grade students were meeting proficiency in math. However, after students began using *Study Island*, 46 percent of fourth-grade students and 55 percent of sixth-grade students met standards in math. The gains seen in the sixth grade were approaching significance ($z = 1.83, p < 0.10$) and represented a 21 percent gain in math achievement. When compared to the performance of students district-wide during these same years, the *Study Island* school within this district (Kemp) achieved higher growth in the percentage of fourth- and sixth-grade students meeting proficiency in math. After using *Study Island*, students in fourth grade grew significantly ($z = 2.09, p < 0.05$) to catch up to the district average and sixth-grade students within in the *Study Island* school significantly outperformed sixth-grade students within the district by 2007 ($z = 3.33, p < 0.01$).

Neal Middle School in Fowler, Ohio began using *Study Island* during the 2006–2007 school year as part of its reading program. Prior to using *Study Island*, 89 percent of the seventh-grade students and 86 percent of eighth-grade students at the school were meeting standards in reading based on a district-calculated proficiency score that takes into account performance on multiple state measures. After using *Study Island* for one school year, the percentage of seventh-grade students meeting standards increased to 92 percent and the percentage of eighth-grade students meeting standards increased to 91 percent. Although these gains were not statistically significant, there were positive trends in growth. Compared to the surrounding county and region, seventh-grade students in this school made gains in achievement resulting in a higher percentage of students meeting standards in reading after students used *Study Island* for one school year. Seventh-grade students in both the surrounding county and region lost ground, experiencing decreases in the percentage of students meeting standards in reading during this time. Students in eighth grade gained in reading achievement within the school, county, and region from 2006 to 2007, but the gains within the school implementing *Study Island* were higher.

Research Base for Brainpop

Approximately 1,100 students in 46 classrooms in Palm Beach County, Florida, and New York City participated in a controlled study of BrainPOP efficacy examining Vocabulary, Language,

Reading Comprehension, and Science. The study by SEG Research demonstrates that elementary and middle school students using BrainPOP experience substantial growth compared to students who do not use BrainPOP. Students participating in the treatment group received approximately 16–20 weeks of instruction incorporating BrainPOP, yet the amount of growth achieved was equivalent to between one and two grade levels. BrainPOP is aligned with New Ohio Revised standards and Common Core.

Research Base for Learning A-Z

Learning A-Z pays close attention to the National Reading Panel's recommendations and other research findings when developing its reading resources. The student and teacher resources on the Reading A-Z Web site have been developed to reflect the instructional practices and reading strategies that are best supported by research findings from a wide variety of sources. The resources also correspond to the findings of the “Put Reading First” federal initiative. For teachers needing a rich collection of developmentally appropriate resources to differentiate instruction and target the instructional needs of each child, Learning A–Z’s suite of reading resource websites is both a time saver and a performance enabler. Learning A–Z is changing the way educators approach student instruction by providing around-the-clock instant access to teaching tools at an affordable price, thus removing a major obstacle to differentiated instruction.

Description of Learning A-Z Components

Reading A-Z

Teachers simply do not have enough books to address the individual needs of every student throughout the school year. ReadingA-Z.com provides teachers with more than 2,200 books, including a collection of about 700 leveled readers written to 27 levels of reading difficulty and available in English, Spanish, and French. Both fact and fiction books with a range of genres and a variety of text types are offered. The website also provides lessons and worksheets with each book, as well as a complete phonics program, high-frequency word books, poetry resources, fluency passages, reader’s theater scripts, alphabet resources, assessments, and much more. This website is dynamic with new resources added monthly and existing resources updated as appropriate. The educational award-winning Reading A–Z website is used by more than 130,000 teachers in classrooms around the world. The website enables educators to instantly download and print reading resources needed to meet the instructional needs of all children, whether in a self-contained classroom or a pullout setting.

Writing A-Z

Writing goes hand in hand with reading, and like reading instruction, writing instruction varies according to each student’s developmental level. WritingA-Z.com provides lessons for many writing genre/types and writing skills as well as a collection of writing tools/aids to assist students with their writing. The lesson tips and resources span four developmental levels, making it possible to deliver a single lesson that is differentiated by student ability. New resources and lessons are added to the website regularly. A teacher can easily select and download a lesson that aligns with classroom reading instruction and with the students’ writing needs.

Raz-Kids

Teachers simply do not have time to model fluent reading for every child. This website provides

developing readers with the opportunity to go online and listen to, read, and record themselves reading books written at 27 levels of difficulty. After reading a book, students can take an interactive quiz to check their comprehension. Teachers have the option of building a roster of students, making student-specific assignments, and tracking each reader's progress, or opening up a bookroom to give students free access to all books. The Raz-Kids website allows students to independently hear fluent reading modeled, practice reading skills, and check their comprehension. Teachers are then freed up to work strategically with small groups of students, while students using Raz-Kids gain important practice working independently at computer stations in the classroom or at home. New books and features are added to this website regularly.

Reading-Tutors

Teachers often have volunteers help struggling readers needing extra coaching and practice. But more often than not, teachers do not have adequate materials for the tutors to use during a tutoring session. And most classroom teachers do not have time to prepare easy-to-understand differentiated lessons for volunteer reading tutors and classroom aides. Reading-Tutors.com provides hundreds of tutor packets filled with reading resources and clear instructions written for volunteer reading tutors and classroom aides. The lessons provide step-by-step instructions for using the resources found in each packet. The packets are easily accessed 24/7 from the Internet and can be downloaded, printed, and copied as needed.

Vocabulary A-Z

Educators can generate customized vocabulary lessons by accessing VocabularyA-Z.com and selecting up to 12 words per lesson from thousands of words found on the website. Words are organized into word function and content area categories. Teachers can download and print lesson resources for a week's worth of instruction. Lesson resources include context clue sentences, graphic organizers, word analogies, cloze sentences, games, puzzles, assessments, and more. New words and word categories are added regularly. Teachers have the ability to select words that match the themes and objectives of their weekly instruction and even customize the lessons according to the developmental levels of their students. This award-winning vocabulary lesson creator is a definite time saver for teachers.

Science A-Z

Science is an important part of the No Child Left Behind Act (NCLBA), which requires that schools test student progress in science, as well as reading and math. Unit Quizzes are provided as well as instructional support for reading comprehension skills as described in the NCLBA. Science A-Z lessons and materials incorporate best practices from current educational research and align with the National Science Education Standards (NAP) and the Ohio Revised Science standards. Science A-Z units can be correlated to the Full Option Science System (FOSS) Module from the Lawrence Hall of Science at the University of California at Berkeley and Delta Education. Each Science A-Z unit provides science content and literacy materials for both teachers and students. Units are organized by the four primary science domains: Life, Earth, Physical, and Process.

Science A-Z resources are provided at multiple reading levels and are available in both printable and projectable formats. Science A-Z can be used with other Learning A-Z products. Science A-Z provides a list of recommended Reading A-Z books to support each unit's science

content. Reading A-Z books can be downloaded under the Supplemental Materials section for each unit in Life, Earth, and Physical Science. Additionally, a list is offered with each unit indicating the Learning A-Z sister websites — RAZ-Kids, Writing A-Z, Vocabulary A-Z, and Reading-Tutors that can be used to support the content of each Science A-Z unit.

Other Curricular Resources

- Triand – Allows teachers to compose standards based assessments in minutes
- Holt Math – Aligned to Common Core
- Open Court Reading
- Harcourt Brace Math – Aligned to Common Core
- FOSS Science – Aligned to Common Core and Science A-Z
- TCI Social Studies – Aligned to Ohio’s Revised Social Studies Standards
- Prentiss Hall Reading – Aligned to Common Core

A.4 Target Population

PCLC will serve students in grades K-8. Students will range in age from 5-14 years.

A.5 School Calendar and Daily Schedule

In compliance with ORC 3314.03 (A)(11) (a), The Phoenix Community Learning Center offers a minimum of 920 hours of instruction per academic year). A typical day includes .

Student Arrival - 9:00 a.m.

Breakfast – 9:00 a.m. - 9:30 a.m.

Lunch Period Begins (inclusive of grades K-8) – 11:00 a.m.

Lunch Period Ends – 1:30 p.m.

Student Dismissal – 4:00 pm

PCLC uses block scheduling. Students receive 6 ½ instructional hours per day with 2 ½ hours for reading and 2 ½ hours for math daily. They also receive 45 minutes daily for social studies and science.

A.6 Special Student Populations

Special Education

Special education services are available for students who qualify under state and federal guidelines. PCLC will follow the procedures and guidelines under the IDEA for Ohio educational agencies serving children with disabilities (<http://www.edresourcesohio.org/ogdse/>). As part of an inclusive school community, students with special needs are fully included in the general education classroom unless sufficient data shows that the general education classroom is not the least restrictive environment (LRE) for that student. Students with 504 plans and Individualized Education Plans (IEP’s) receive needed modifications, support, and remediation in the general education classroom unless otherwise indicated on their IEP. Each general education teacher in collaboration with the special education teacher is responsible for meeting the needs and goals specified in the IEP or 504 Plan of each student. Special and general

education teachers will collaborate and plan together to meet the needs of students with disabilities in the general education classroom whenever possible.

A school and educational psychologist will be available to meet with teachers and administrators to discuss student referrals related to learning and behavior issues as well as intervention strategies and planning. Once a student has gone through RTI tiers and the team has decided that the student needs to be referred for testing for special education services, the special education coordinator will begin the IEP process under the IDEA. The outsourced support staff listed below will be available to meet with teachers, administrators, and parents to discuss student referrals related to learning and behavior issues as well as discuss test results and intervention strategies.

The following staff will be hired through Hamilton County Educational Service Center (HCESC):

- school psychologist
- occupational therapist
- physical therapist
- speech pathologist

In addition, PCLC will hire the following staff to support the school's special education plan:

- 1 special education intervention teacher K-4
- 1 special education intervention teacher 5-8
- 1 special education instructional assistant
- 1 special education coordinator and oversight consultant

The job of the special education oversight consultant is to ensure that PCLC stays in compliance with all federal and state special education requirements. Response to Intervention will be rigorously implemented. It is very important that teachers exhaust this step before a child is referred for testing for special education services.

Students who are Homeless

Plan for Students Who Are Homeless

The McKinney-Vento Act requires schools to identify and remove all barriers to enrollment and retention in school for children and youth in homeless situations. 42 U.S.C. §§ 11432(g)(1)(I), (g)(7). Zero tolerance rules for absenteeism can be such barriers, particularly when they result in class failures, exclusion from school, or court involvement. Frequently, students in homeless situations will miss school due to their living situations. Absences caused by homelessness should not be counted against students. The McKinney-Vento Act requires that zero tolerance rules address the realities of homelessness and not create a barrier to enrollment and retention in school.

Student Rights

Homeless students who are enrolled in the Phoenix Community Learning Center have the right to:

- Equal access to all educational programs and services, including transportation and school nutrition programs;
- Continue to attend the Phoenix Community Learning Center for the duration of homelessness or the current school year, whichever ends first;
- Attend the Phoenix Community Learning Center while homeless, unless there exists a legitimate reason for requiring attendance at another school; and
- Receive all educational services for which they are eligible (i.e., special education, gifted and talented, and LEP).

District Responsibilities

The Phoenix Community Learning Center will develop strategies for meeting the needs of homeless students and eliminating barriers to their attendance at school, including identification, and the provision of appropriate support services.

Transportation

The Phoenix Community Learning Center shall provide homeless students with transportation services comparable to those offered to other students at the school.

If a homeless student attending school at the Phoenix Community Learning Center moves to a shelter outside of its school boundaries, the superintendent or designee may arrange transportation that enables the student to continue attending the Phoenix Community Learning Center, through the services of the Phoenix Community Learning Center, the new home district, or an outside agency.

The Phoenix Community Learning Center recognizes the right of all students residing within the school's boundaries, including those who are homeless, the opportunity to enroll in, and participate in Phoenix Community Learning Center educational and support programs.

Resource List For PCLC Families Who Are Homeless

HOUSING:

- Rental Housing Assistance in Southwest Ohio/ (513) 684-3451 (complete listing available)
- Emergency Shelters and Transitional Housing Programs Serving Greater Cincinnati (513) 241-1064 (complete listing available)

REFERRAL SERVICES:

- Gift of Sight (Eyeglasses and Exams)
- Haircuts for the Heart (Salon Services)
- Neediest Kids of All

MEDICAL SERVICES:

- Neighborhood Health Care, Inc. (513) 221-4949
- Greater Cincinnati Immunization Clinic (513) 785-7080

COUNSELING SERVICES:

- ARC- Support for parents of children with disabilities (513) 821-2113
- FernSide- supporting children and families through grief (513) 745-0111
- The Crossroads Center (513) 475-5390
- Talbert House (513) 684-7968
- Center Point Health (513) 751-7747

SUPPORT SERVICES:

- Cash and Food Benefits/ State Office- (513) 2480 (complete listing available)
- Community Action Agency (513) 569-1840

EMPLOYMENT AND TRAINING SERVICES:

- Community Action Agency E.T.R Program (513) 569-1840 EXT.1049

A.7 School Goals

School-Specific Goals and Objectives

Northwest Educational Association Measures of Academic Progress (NWEA MAP): Phoenix Community Learning Center will administer the NWEA, a national adaptive test of foundational skills, in September and May of each school year. The test, administered upon enrollment, will provide a benchmark score against which all future academic growth can be measured per student. Ongoing test results will allow a comparative analysis on a local, state, and national level.

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

Measurable Target(s) with Metric(s):

- (a) 75 percent of students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Reading Ohio Achievement Assessment in 7th and 8th grade. *Metric: Reading OAA*

- (b) Students will on average, annually demonstrate a minimum of one year of academic growth in reading on the NWEA; by the end of the spring quarter, at least 75 percent of 7th and 8th graders will perform on or above grade level on NWEA's MAP assessment, as defined by NWEA's most recent normative data. *Metric: NWEA*
- (c) Each sub-group of students will make Adequate Yearly Progress in reading as defined by No Child Left Behind legislation. *Metric: OAA and Annual School Report Card.*

Academic Goal Statement 2: Students at Phoenix Community Learning Center will be competent in the understanding and application of writing.

Measurable Target(s) with Metric(s):

- (a) 75 percent of students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Writing Ohio Achievement Assessment in 7th grade.¹ *Metric: Writing OAA*

Academic Goal Statement 3: Phoenix Community Learning Center will become competent in the understanding and application of mathematical computation and problem solving.

Measurable Target(s) with Metric(s):

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

Academic Goal Statement 4: Students at Phoenix Community Learning Center will be competent in the understanding and application of scientific reasoning.

Measurable Target(s) with Metric(s):

- (a) 75 percent of students who have attended the school for two or more years will score in the Proficient, Accelerated, and Advanced category on the Science Ohio Achievement Assessment in 5th and 8th grade. *Metric: Science OAA*

Academic Goal Statement 5: Students at Phoenix Community Learning Center will be competent in the understanding and application of social studies.

Measurable Target(s) with Metric(s):

- (a) 75 percent of Phoenix Community Learning Center students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Social Studies Ohio Achievement Assessment in 8th grade.² *Metric: Social Studies OAA*

Academic Goal Statement 6: In compliance with the 3rd Grade Guarantee, students at

¹ The Ohio Department of Education has suspended the 7th grade writing OAA due to budget constraints.

² The Ohio Department of Education has suspended the 8th grade social studies OAA due to budgetary constraints.

Phoenix Community Learning Center will read at or above grade level in grades K-3.

- (a) 75 percent of Phoenix Community Learning Center students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Reading Ohio Achievement Assessment in 3rd grade.³ *Metric: Reading OAA*
- (b) 75 percent of Phoenix Community Learning Center students who have attended the school for two or more years will score in the Proficient, Accelerated, or Advanced category on the Math Ohio Achievement Assessment in 3rd grade. *Metric :Math OAA*

Organizational Viability Goal Statement 1: Phoenix Community Learning Center will demonstrate fiscal viability that focuses on student achievement and responsible use of public monies.

Measurable Target(s) with Metric(s):

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

Organizational Viability Goal Statement 2: Phoenix Community Learning Center will ensure parent approval and support that demonstrates the school's long-term viability and effectiveness.

Measurable Target(s) with Metric(s):

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

Instructional Staff Goal Statement 1: Phoenix Community Learning Center will ensure that teachers of at risk students in reading have a reading endorsement.

- (a) **100** percent of PCLC teachers who teach at-risk readers in grades K-3 will have either a reading endorsement or pass a state developed test for reading endorsement by 2015.

A.8 School Climate and Discipline

Phoenix Community Learning Center believes that an effective instructional program requires an orderly school climate and that the effectiveness of the educational program is, in part, reflected

in the behavior of students. Standards of student behavior must be set cooperatively by interactions among students, parent/guardians, staff, and community members, producing a school climate which encourages students to grow in self-discipline. Such a climate must include respect for self and others, as well as for the school community as a whole. The school expects students to conduct themselves in keeping with their level of maturity, with a proper regard for the rights and welfare of other students, for the educational purposes underlying all school activities, and for the care of school facilities and equipment.

Phoenix Community Center believes that students must conduct themselves in a non-intrusive manner and learn to accept responsibility for their own behavior and the consequences of their misbehavior. PCLC teachers/staff members who interact with students use preventive disciplinary actions and place emphasis on the students' ability to grow in self-discipline.

We believe that every student should have the opportunity to learn skills and values that are necessary for academic achievement and personal development. In order to achieve this goal, it is necessary for students to conduct themselves in a manner which guarantees all students a safe and productive climate in which to learn. We believe that with rights, come responsibilities. It is the responsibility of each student to ensure that their behavior does not infringe upon the rights of others. In order to create a positive atmosphere for learning it is necessary to establish certain behavioral expectations and consequences.

Discipline Policy

One of the most important lessons for any student to learn is how to respect authority, respect the rights of others, take care of their own property, and respect the property of others. . No student will be allowed to disrupt the educational process of other students. Although it is necessary to have school and classroom rules, our emphasis will not be on do's and don'ts, but on guiding students to the proper response in a given situation.

PCLC must set discipline standards that are enforced fairly and consistently. In order to create a positive atmosphere for learning it is necessary to establish certain behavioral expectations and consequences. Students are given gentle reminders whenever they do something disruptive to the learning environment. However, after two reminders the student may be assigned an after school detention as one of the consequences for continuing to disrupt instruction and learning.

Suspensions and Expulsion

Level 1: Probation – A warning to the student with notification to the parent/guardian. A conference with the parent/guardian(s) and teacher(s) will be held. The student must continue in school but must make improvement in a given time period set by the teacher(s) for the probation to be lifted. If improvement does not occur, the student may then proceed to either Level 2 – Suspension or Level 3 – Expulsion.

Level 2: Suspension – A student may be removed from school on suspension for a period lasting from 1-10 days (depending on the offense). Suspensions will be counted as unexcused absences. Parent/guardians will be contacted prior to the suspension, at which time the reasons(s) for the

suspension will be explained. The decision of suspension is left to the judgment of the superintendent with input from staff members as appropriate. This decision will comply with Ohio Revised Code sections 3313.66, 3313.661, 3313.662. Students will not be allowed to attend school for a given period of time nor will the student be allowed to participate in any school activity during the suspension. Notification of suspension will be given to the students' school district of residence.

Level 3: Expulsion – This is the most serious penalty a student may receive. The decision of expulsion is made by the superintendent with input from staff members as appropriate. In all cases, the students will be afforded due process rights in accordance with Ohio Revised Code sections 3313.66, 3313.661, and 3313.662.

Criteria for Suspension or Expulsion

Students will not be allowed to attend school for a given period of time nor will the student be allowed to participate in any school activities while suspended. Students may be suspended or expelled from the PCLC in compliance with all applicable state laws. The criteria for either suspension or expulsion include, but are not limited to:

- Fighting, physical assault and/or emotionally abusive behavior toward another student, teacher or staff member
- Bearing or bringing weapons/firearms on the school grounds
- Possessing, consuming or dispensing illegal substances on school property
- Willful and continued disobedience
- Open defiance of the authority of any teacher or staff member
- Habitual use of profanity or other obscene language directed at others
- Defacing or damaging school property
- Inciting truancy
- Stealing or taking personal property against owners will by means of force or fear

Due Process

The PCLC will comply with ORC3313.66 and 3313.662 for the due process rights of all students. The classroom teacher is the one who works closest with the student and students' grievances are encouraged to be settled at this level. If discipline cannot be handled at this level and the student or parent/guardian believes that the student has experienced unfair treatment from school staff members, they may:

- Request a meeting with school administrator regarding the matter
- A written request should state the injustice or unfairness experienced by the student with a clear description of the events that occurred including dates, locations, and persons involved
- School personnel will conduct an inquiry and respond to the matter within 5 working days.

- If the student or parent/guardian has reason to believe that information has been disseminated inappropriately and a fair resolution to the grievance has not been achieved, an appeal may be requested in writing within ten days. Following this process, a decision as to the next level for further inquiry or review will be conducted by the PCLC's Board of Directors. The Board shall have the discretion of accepting or rejecting the matter for review. If it rejects the matter, the school personnel's decision will be final. If it accepts the matter, the Board's decision will be final.

For students identified as needing special education services, the discipline procedures will be followed as outlined in the IDEA.

Saturday Administrative Detention

The goal of Saturday detention is to decrease behavioral issues that can result in suspensions and interruptions in the student's education. Saturday Administrative Detentions are designed for any student who receives three or more detentions in a month, exhibits disrespectful behavior toward peers or adults, or has three or more uniform violations in a month. Saturday detentions are mandatory once assigned. Notices will be sent home to the parent/guardian, and a phone call will be made. Saturday Administrative detentions are from 8:00 a.m.-12:00p.m. The detention will begin promptly at 8:00a.m. If the child is **not here by 8:10 a.m.** he/she will not be permitted to enter the building, and will earn another Saturday detention in addition to the previously assigned detention. Parent/guardians are responsible for picking up the student promptly at 12:00 p.m.

A school administrator will supervise Saturday detentions. Students are required to attend Saturday detention in full uniform. During detention students will complete work packets as assigned by classroom teachers. The work must be completed by the end of detention at 12:00 p.m. If the packet is not completed, the student will be assigned another Saturday detention. If the student needs to walk home or catch the Metro bus, a signed note from the parent must be presented to the administrator.

Saturday Administrative Detentions as an alternative to a suspension, therefore, if a student does not show up for his/her Saturday detention, a suspension will be forthcoming. Saturday Administrative detentions can only be rescheduled if we are having inclement weather. This information will be placed on the newscasts of channels 5, 9, and 12 the morning of the inclement weather and scheduled detention.

Saturday detentions will not be rescheduled so that a student may participate in a sports event (soccer, football, or basketball games, cheerleading etc.)

Bus Discipline Policy

Many of our students travel to and from school by yellow bus. Consequently, bus safety is an area of concern. Whether students travel by school bus or use the public transit system, there are

certain general rules that should be followed. Parent/guardians are can assist the school and yellow bus drivers in attempting to ensure that students travel safely by stressing the following:

- The driver is in full charge of the bus. Students should obey the driver promptly.
- Students must be on time: the bus will not wait for those who are not on time.
- Students should occupy the space designated for them by the driver
- Students should avoid any unnecessary conversation with the driver of bus.
- Safety requires that students do not lean from the windows or extend their hands from the windows.
- When the bus is in motion, students must not change seats: they should remain seated at all times.
- Courtesy and respect should be shown to fellow passengers, persons along the route and the bus driver.

The following serious safety infractions will cause a student to be immediately removed from the bus. Consequences may range from the student receiving a 3 day suspension to removal from the bus for remainder of the school year:

- Threatening behavior/Fighting
- Possession of weapons/objects used as a weapon
- Jumping out window/emergency exit
- Tampering with bus equipment

The school bus company has the following bus conduct policy. Parent/guardians should read this policy and discuss it with their children. The intent of this policy is to ensure that students who are transported by bus travel safely to and from school.

STEP I - Students who misbehave will receive a bus conduct report. A copy of the report will be sent to the parent/guardians by mail and student. The initial report serves as a warning that problems exist. We would appreciate parent/guardians discussing the situation with their children. Parents/guardians may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company.

STEP II – Students who receive a second misconduct report parents/guardians will be informed by mail and student that the problems are continuing; the next incident their bus privileges will be suspended for three days. Parents/guardians may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company.

STEP III – Students who receive a third misconduct report will have their bus privileges suspended for three days. Parents/guardians may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company.

Alternative transportation arrangements will be the responsibility of the parent/guardians.

STEP IV – Students who receive a fourth misconduct report will have bus privileges suspended for one week. Parents/guardians may request a bus meeting with the superintendent and the bus driver or supervisor from the bus company. Alternative transportation arrangements will be the responsibility of the parent/guardians.

STEP V – Students who receive a fifth misconduct report will have their bus privileges suspended for seven days. Parents/guardians will be contacted for a mandatory meeting because the next incident will result in bus privileges being suspended for the remainder of the school year. Alternative transportation arrangements will be the responsibility of the parent/guardians.

A.9 Assessments and Intervention

Ongoing assessment is an integral part of the learning process. Assessment helps teachers make instructional decisions and should reflect and enhance the active nature of learning. A variety of assessments are encouraged which include keeping anecdotal records such as conference sheets or daily observations, checklists, portfolios, videotapes/audio tapes, demonstrations and performances, as well as self-evaluations and reflective writings.

In addition, informal reading inventories and benchmark assessments are administered at each grade level. The Literacy Framework (balanced literacy concept) and other appropriate intervention programs provide further support for students needing more time and opportunity to learn.

- Benchmark assessments K-8, and item banks (NWEA - LINKIT) for short cycle Assessments (PI tests), provide teachers with information about students' mastery of the New Ohio Learning Standards (Common Core). The use of portfolios is encouraged as well as a variety of teacher-created assessment opportunities.

Description of Assessments

Assessment	Why Selected?	Usage	Alignment with curriculum, school goals, and/or school climate
Ohio Achievement Assessment (OAA)	Required	Annual Benchmark measure of student growth	OAA based on students ability to perform at high levels of thinking which aligns with school's mission, curricular focus, and climate of accountability, achievement.

Terra Nova	Local	Annual Benchmark measure of student growth	
NWEA Assessment Data Base – Linkit (PI TEST)	Aligned with Ohio’s New Ohio’s New Learning Standards (Common Core) and Ohio Revised Standards	Quarterly Benchmark Measure of student growth	Benchmark test based on students ability to perform at high levels of thinking which aligns with school’s mission, curricular focus, and climate of accountability, achievement. And higher order thinking.
STAR READING	Aligned with Ohio’s New Learning Standards (Common Core)	Diagnostic and Evaluative Measure for student placement and reading instruction purposes. Also used to measure student growth	Aligns with PCLC’S mission of increased learning and achievement focused on higher order thinking. Though diagnostic and intervention measures students levels of achievement in reading will be increased.
STAR MATH	Aligned with Ohio’s New Learning Standards (Common Core)	Diagnostic and Evaluative Measure for student placement and math instruction purposes. Also used to measure student growth	Aligns with PCLC’S mission of increased learning and achievement focused on higher order thinking. Though diagnostic and intervention measures students levels of achievement in math will be increased.
Performance Indicator Test(PI Test)	Local measure aligned with Ohio’s New Learning Standards (Common Core)	Monthly Benchmark measure of student growth	Students learning can be monitored on a monthly basis to ensure that students are on track in all content areas.

Other Assessments

The Study Island Common Core State Standards Benchmarking Program for grades 3 through 5

gives teachers and administrators a snapshot of student proficiencies in relation to the Common Core State Standards. At any time throughout the year teachers can assess students with one of four benchmarking tests developed specifically from the Common Core State Standards. Benchmark tests are accessible anytime, anywhere with an internet connection and are integrated into the Study Island Common Core program for grades 3 through 5. Comprehensive reporting is broken up by Common Core State Standard and guides future instruction.

Study Island's standards mastery and test preparation programs are explicitly designed to help K-12 students' master the content specified in state and Common Core standards and improve performance in core skill areas. Study Island's high impact, high value programs provide quality academic support, practice, and real-time assessment data. The immediate feedback and built in remediation, coupled with the actionable data, enables educators to easily monitor student progress and differentiate instruction.

Study Island is ideal for self-paced, individualized learning or teacher-led, whole-class instruction. Teachers can easily guide students through the program, communicate expectations, and create class assignments. Students can work through questions using a standard test format, an interactive game format, printable worksheets, or a classroom response system.

EXHIBIT 2: FINANCIAL PLAN

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

October 2012 submission					Board Approved 10.18.12
IRN No. 133504				County:	Hamilton
The Phoenix Community Learning Center					
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances					
For the Fiscal Years Ended June 30, 2010 through 2012, Actual and					
the Fiscal Years Ending June 30, 2013 through 2017, Forecasted					
	Forecasted				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2013	2014	2015	2016	2017
<u>Operating Receipts</u>					
State Foundation Payments (3110, 3211)	\$2,473,896	\$2,846,675	\$2,982,230	\$3,117,786	\$3,253,342
Charges for Services (1500)	\$0	\$0	\$0	\$0	\$0
Fees (1600, 1700)	\$0	\$0	\$0	\$0	\$0
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$2,500	\$2,500	\$2,500	\$2,500	\$0
Total Operating Receipts	\$2,476,396	\$2,849,175	\$2,984,730	\$3,120,286	\$3,253,342
<u>Operating Disbursements</u>					
100 Salaries and Wages	\$1,587,872	\$1,741,273	\$1,824,191	\$1,907,109	\$1,990,027
200 Employee Retirement and Insurance Benefits	\$561,478	\$568,035	\$595,084	\$622,133	\$649,182
400 Purchased Services	\$594,858	\$918,241	\$961,967	\$1,005,693	\$1,049,419
500 Supplies and Materials	\$87,889	\$139,810	\$146,467	\$153,125	\$159,783
600 Capital Outlay -New	\$85,371	\$100,000	\$150,000	\$150,000	\$150,000
700 Capital Outlay - Replacement	\$5,150	\$5,500	\$6,000	\$7,500	\$9,000
800 Other	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Total Operating Disbursements	\$2,947,618	\$3,497,859	\$3,708,709	\$3,870,560	\$4,032,410

Excess of Operating Receipts Over (Under)					
Operating Disbursements	-\$471,222	-\$648,684	-\$723,979	-\$750,274	-\$779,068
<u>Non-operating Receipts/(Disbursements)</u>					
Federal Grants (all 4000 except fund 532)	\$619,351	\$712,678	\$746,615	\$780,553	\$814,490
Federal Fiscal Stabilization Funds (SFSF)	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Ed Jobs	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
State Grants (3200, except 3211)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Donations (1820)	\$0	\$0	\$0	\$0	\$0
Interest Income (1400)	\$0	\$0	\$0	\$0	\$0
Debt Proceeds (1900)	\$149,500	\$0	\$0	\$0	\$0
Debt Principal Retirement	-\$237,000	\$0	\$0	\$0	\$0
Interest and Fiscal Charges	-\$277	\$0	\$0	\$0	\$0
Transfers - In	\$0	\$0	\$0	\$0	\$0
Transfers - Out	\$0	\$0	\$0	\$0	\$0
Total Non-operating Revenues/(Expenses)	\$534,574	\$715,678	\$749,615	\$783,553	\$817,490
Excess of Operating and Non-operating Receipts					
Over/(Under) Operating and Non-operating					
Disbursements	\$63,352	\$66,994	\$25,636	\$33,279	\$38,422
Fund Cash Balance Beginning of Fiscal Year	\$79,346	\$142,698	\$209,692	\$235,328	\$268,607
Fund Cash Balance End of Fiscal Year	\$142,698	\$209,692	\$235,328	\$268,607	\$307,028
<u>Disclosure Items for State Fiscal Stabilization Funds</u>					
Personal Services SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Employees Retirement/Insurance Benefits SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Purchased Services SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Supplies and Materials SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Capital Outlay SFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Total Expenditures - SDFSF	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

Assumptions:					
SOES Enrollment - K	50	70	80	90	100
SOES Enrollment - Grades 1-8	315	350	360	370	380
RECEIPTS:					
State Foundation per FTE student	\$5,653	\$5,653	\$5,653	\$5,653	\$5,653
Poverty eligibility factor	92.00%	92.00%	92.00%	92.00%	92.00%
Poverty-Based Assistance per eligible FTE	\$2,306.85	\$2,099.23	\$1,910.30	\$1,738.38	\$1,581.92
Special Ed allocations (% of State Foundation)	3.60%	3.60%	3.60%	3.60%	3.60%
Parity Aid per FTE student	\$129.54	\$132.13	\$134.77	\$137.47	\$140.22
Food Services Receipts per FTE student	\$593.56	\$605.43	\$617.54	\$629.89	\$642.49
Unrestricted Grants	\$ -	\$ -	\$ -	\$ -	\$ -
Title I per eligible FTE	\$804.43	\$821.32	\$838.57	\$856.18	\$874.16
Title II-A per FTE	\$49.01	\$50.48	\$50.48	\$50.48	\$51.59
Title II-D per FTE	\$6.42	\$6.62	\$6.62	\$5.84	\$5.97
Title VI-B (IDEA) = State Special Ed	\$82,355	\$87,970	\$93,585	\$101,072	\$103,296
Other Restricted Grants - Ed Jobs / RttT	\$ -	\$ -	\$ -	\$ -	\$ -
DISBURSEMENTS:					
Number of Instruction Staff FTE	24	26	27	28	29
Inflationary Adjustment for Instruction Staff	3.0%	3.0%	3.0%	3.0%	3.0%
Instruction Percentage of Budget	55.6%	57.3%	59.5%	61.8%	61.8%
Administration/Operations Percentage of Budget	22.4%	21.1%	19.5%	18.0%	18.0%
Instructional Supplies/Technology per FTE student	\$308	\$328	\$350	\$350	\$350
Instructional Supplies/Technology per FTE teacher	\$4,744	\$5,052	\$5,380	\$5,380	\$5,380
Inflationary Adjustment for Instruction Supplies/Tech	5.0%	5.0%	5.0%	5.0%	5.0%
Number of Administrative/Operations Staff FTE	7	7.5	7.5	7.5	8
Inflationary Adjustment for Admin/Operations Staff	3.0%	3.0%	3.0%	3.0%	3.0%
Inflationary Adjustment for Admin/Oper Supplies/Tech	5.0%	5.0%	5.0%	5.0%	5.0%
One-Time Facilities / Utilities Improvements	\$50,000	\$100,000	\$150,000	\$150,000	\$150,000
Facilities Percentage of Budget	14.9%	14.7%	14.5%	14.2%	14.2%
Inflationary Adjustment for Ongoing Facility expenses	5.0%	5.0%	5.0%	5.0%	5.0%
Sponsor Fees (% of State Foundation)	3.0%	3.0%	3.0%	3.0%	3.0%
Other Unrestricted Expenses / Contingency	\$25,000	\$50,000	\$75,000	\$100,000	\$100,000

B.2 Financial Management

The Phoenix Community Learning Center has a simple financial management structure. The Board provides governance and oversight over all financial operations and the Treasurer is responsible for the daily management of the accounting, budgeting, requisitions, purchase orders, payroll, payables, state/federal submissions and all other financial transactions and reports. The key Board roles and responsibilities are monitoring, oversight and holding the treasurer accountable for the fiscal operations of the School. The key roles and responsibilities for the treasurer are to ensure the fiscal operations of the School are efficient, effective and in line with all state/federal audit requirements. The treasurer services for the Phoenix Community Learning Center are provided via a contract between the School and Mangen and Associates. EMIS, SOES and CCIP functions are also managed by Mangen and Associates in coordination with the School's superintendent and support staff.

B.3 Transportation, Food Service, Other Partnerships

The transportation services for the School are provided by Cincinnati Public Schools (CPS) through a contract with First Student. The transportation logistics (bus routing, bell times, student pick-up and drop-off times) for each student eligible for transportation are managed by CPS/First Student in cooperation with the School's staff.

The food services for the School are provided by a caterer contracted by the School. The caterer is selected each year based upon a bid process. The current caterer, Aunty's, is responsible for providing daily meals for all students based upon current nutritional requirements.

B.4 Insurance

The liability insurance for the Phoenix Community Learning Center is provided by RPS (Risk Placement Services), Robert Caldwell, Broker. The School's liability coverage includes Part A: Non Profit Directors and Officers Liability with limits of \$1,000,000 for each claim and \$1,000,000 in the aggregate. In addition, the School has Part B Coverage of \$1,000,000 for each claim and \$1,000,000 in the aggregate.

B.5 Benefits

PCLC benefits include, but may not be limited to, health insurance and retirement.

EXHIBIT 3: GOVERNANCE PLAN

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

The primary roles and responsibilities of the Phoenix Community Learning Center governing authority include:

- Planning and goal setting
- Hiring and evaluating superintendent
- Approving purchases
- Approving and adopting annual budget
- Approving and adopting five year forecast
- Setting and approving school policies
- Monitoring school finances
- Approving school curriculum
- Monitoring academic performance
- Negotiating, monitoring contract with school sponsor
- Fundraising
- Community Relations

Committees are established as needed.

C.2 Governing Board Composition

Name	Role	Professional Experience	Area of Expertise
Caleb Brown	Member	Lawyer	Law
Luther Brown	Chairman	Education/Training Strategic Change	Organizational Development
Anthony Robinson	Member	Banking	Finance
William Wallace	Secretary	University professor	Education
Benjamin Nwankwo	Vice Chairman	Construction	Business, School Facilities

C.3 Management and Operation

The staff of the PCLC reports to the Superintendent. The treasurer reports to the superintendent. The treasurer also has a reporting relationship to the board. The superintendent is the instructional leader and the principal has the responsibility for discipline.

C.3.1 Records

The PCLC will follow all state requirements related to the retention of records.

C.4 Staffing and Human Resources

Recruitment of School Leaders: The board will look internally for potential candidates. The PCLC has three candidates who have completed the education administration program. The PCLC has two other candidates who are currently completing the education administration program at the University of Cincinnati. The board has extensive contacts at the education administration programs at the University of Cincinnati and Xavier University, The board may advertise in the local newspaper or utilize an executive search firm.

Teacher Recruitment and Selection. The PCLC utilizes some of the following methods to recruit teacher:

- Newspaper Ads
- Radio Ads
- Personal Referrals
- College Fairs
- Online Teacher Search Firms

The PCLC utilizes the following methods to select teachers:

- Satisfactory Personal Interview
- Satisfactory Reference Check
- Satisfactory BCI Check
- Satisfactory FBI Check
- Satisfactory Certification Check

PCLC will also use a bonus system to attract and retain high quality teachers. Based on PCLC acquiring additional funds through grants, donations, fundraising, etc. we will offer bonuses to teachers based on performance. If 75 percent of a teacher's students pass the OAA in reading, math, science, or social studies, that teacher will receive will receive 2 percent of their base pay as a bonus. This will apply to each grade level that a teacher teaches that passes at 75 percent or more.

PCLC administration partner, collaborate, and network with local universities and colleges (University of Cincinnati, College of Mount St. Joseph) in the area of educational leadership. This makes entrée into these programs an easier process with mentoring from school administrators. Opportunities are available at these institutions for those teachers who are interested in pursuing leadership positions (principal, superintendent, district and state level education leadership jobs).

Recruitment of School Leaders: The board will look internally for potential candidates. The PCLC has three candidates who have completed the education administration program. The PCLC has two other candidates who are currently completing the education administration program at the University of

Cincinnati. The board has extensive contacts at the education administration programs at the University of Cincinnati and Xavier University. The board may advertise in the local newspaper or utilize an executive search firm.

EVALUATION PLAN

Ohio Teacher Evaluation System -OTES

The State Board of Education recognizes the importance of evaluating teachers for the purposes of rewarding excellence, improving the quality of instruction students receive, improving student learning, strengthening professional proficiency, including identifying and correcting deficiencies, and for informing employment decisions. Each teacher will be evaluated according to Ohio Revised Code and the Evaluation Framework which is aligned with the *Standards for the Teaching Profession* adopted under state law (ORC 3319.111; 3319.112). Each teacher will be evaluated using the multiple factors set forth in the State Board of Education's teacher evaluation framework. The evaluation factors are weighted as 50 percent for Student Growth Measures and 50 percent for teacher Performance. Student academic growth will be measured through multiple measures which must include value-added scores on evaluations for teachers where value-added scores are available. The Board of Directors may administer assessments chosen from the Ohio Department of Education's assessment list for teachers of subjects where value-added scores are not available and/or local measures of student growth using state- designed criteria and guidance.

Using a rubric - a guide for criteria - teachers will be rated as either accomplished, proficient, developing, or ineffective. The teacher's performance rating will be combined with the results of student growth measures to produce a summative evaluation rating. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the evaluation cycle.

Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation cycle.

Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

Additionally, the board of directors will include in its evaluation policy, procedures for using the evaluation results for retention and promotion decisions and for removal of poorly-performing teachers. Seniority will not be the basis for teacher retention decisions, except when deciding between teachers who have comparable evaluations. The board will also provide for the

allocation of financial resources to support professional development.

The superintendent and team leaders have been trained and certified in how to implement the OTES. PCLC will conduct these evaluations annually for teachers and principals and use the data and results from evaluations to plan professional development, drive budget development and inform decisions for peer support, leadership assignments, promotions, and retention. Principals and peer review coaches will be proficient in the administration of the evaluation tool as demonstrated by reliability testing on rubric scoring of evaluators.

- The principal will be evaluated annually by the superintendent using the Ohio Principal Evaluation System (OPES).
- The superintendent will be evaluated annually using procedures and measures set forth by the Board of Directors.

All other staff members will receive a Performance Planning and Assessment (PPA) Review. The PPA process will accomplish the following:

1. Provide a documented means for administrator and staff to mutually establish and agree upon the staff member's identified benchmarks at the beginning of and during the school year.
2. Provide a documented means for evaluating and communicating actual performance against identified benchmarks.
3. Enhance administrator's communication with staff regarding their individual identified benchmarks.

Any staff member who disagrees with her/his PPA rating may submit a rebuttal within 30 days of the evaluation.

During PPA the administrator will also consider the attainment of identified benchmarks as well as:

- Attendance, initiative and effort
- Knowledge of work
- Attitude and willingness to help and learn
- The quality of work
- The conditions under which employee works

The primary reason for performance reviews is to identify employees' strengths and weaknesses in order to reinforce good habits and develop ways to improve weaker areas. This review also serves to make employees aware of and to document how her/his job performance compares to the goals and description of his/her job. It is also a good time to discuss employee interest and future goals. Phoenix Community Learning Center is interested in assisting employees in their progress toward achievement of personal as well as work-related goals – perhaps recommending further training or additional opportunities.

In addition to individual job performance reviews, Phoenix Community Learning Center may periodically conduct reviews of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that these changes are recognized and adequately compensated.

Staff performance reviews are part of a comprehensive performance management process for which both the staff member and PCLC are responsible. Prior to the start of the school year, the staff member and superintendent will meet to discuss performance expectation. The superintendent explains the purpose and importance of each expectation. He/she should gain the staff member's commitment by seeking and developing goals of the employee. Staff members are encouraged to make suggestions and recommendations so that they fully understand and agree to the performance expectations. At the end of the year the superintendent will provide the employee with a written performance appraisal and the two will discuss future development.

C.5 Professional Development

Professional development requires that all staff members stay abreast of current issues and trends in education and participate in activities that promote individual professional growth. All staff will participate in the alignment of curriculum to the Ohio's New Learning Standards (Common Core) and the Ohio Revised standards to identify clear learning goals and targets. FPD will be available on the alignment of formative assessments, unit organizers, curriculum maps, pacing guides and short cycle assessments (PI TEST).

A large part of PCLC's professional development will focus on the instructional shifts required by ODE in order for teachers to navigate successfully through the Ohio Teacher Evaluation System (OTES). PD sessions on instructional shifts (based on Common Core standards) will have the following focus:

INSTRUCTIONAL SHIFT 1

Build a deep understanding of content and effectively apply learning within and across disciplines.

As a result of PCLC Professional Development teachers will have a better understanding of how to build a deep understanding of content and effectively apply learning within and across disciplines and see the value of implementing this shift in the classroom. This will inject rigor and relevance into classroom instruction. These PD sessions also align with the schools' mission of developing students' higher order thinking skills.

INSTRUCTIONAL SHIFT 2

Craft responses based on evidence including: demonstrate understanding, explain reasoning, and justify a position.

As a result of PCLC Professional Development teachers will have a better understanding of how

to assist and assess students in crafting responses based on evidence including: demonstrate understanding, explain reasoning, and justify a position and will see the value of implementing this shift in the classroom.

INSTRUCTIONAL SHIFT 3

Use technology appropriately, strategically and ethically in academic and real-world settings.

As a result of PCLC Professional Development teachers will have a better understanding of how to use technology appropriately, strategically and ethically in academic and real-world settings and see the value of implementing this shift in the classroom.

PCLC is committed to providing internal and external staff training and professional development that supports PCLC's mission of increased student learning and achievement. PCLC's staff members are encouraged and expected to take responsibility in continuing to develop their career path and professional development.

Internal and external staff training and professional development will take the form of projects, seminars, workshops, mentoring, professional conferences and study groups. Staff training may be provided in the following areas:

1. PCLC's Contract
2. Instructional Shifts
3. Resources and materials aligned to Common Core standards
4. Ohio Model Curriculum for Common Core in Math and Reading, and the Revised Standards in Science and Social Studies (K-8)
5. Ohio Teacher Evaluation System(OTES)
6. Achieving State Outcomes
7. Value Added
8. Writing and Implementing Student Learning Objectives
9. Developing a High Performance School Culture
10. Mentoring
11. Parental Involvement
12. Classroom Management
13. Character Education
14. Integrating Technology in the Classroom
15. Team Building
16. Strategic Planning and Leadership
17. PCLC Bonus System

Among the guarantors of student achievement are high staff motivation and quality professional development. Phoenix Community Learning Center will seek out professional opportunities that emphasize both content and pedagogy, help staff develop leadership roles, and include contact with practitioners and researchers as well as other staff. Phoenix Community Learning Center

will encourage and support each staff member's continuous improvement through education, training, coaching, supervision, and self-study.

A part of professional development:

PCLC will develop a coaching system that includes teacher and administrative leaders, mentors, as well as regional expertise from educational service centers (ESCs) and state support teams (SSTs) to provide ongoing training and support for the implementation of a robust continuum of assessment/data use in informing teaching and learning

PCLC will participate in data sharing and research to advance the understanding of highly effective teaching

PCLC'S will build a teacher-level value-added culture that uses multiple sources of data to continuously improve teaching and learning and accelerate every student to a college-and career-ready level.

PCLC will refine staff knowledge of other measures of student growth used to supplement value-added data, such as growth in literacy levels (running records), grade gains on supplemental diagnostic tests and performance-based assessments

PCLC will use student growth and other data as diagnostic tools to inform instruction and decisions about professional development and teacher team inquiry/collaboration for school improvement.

PCLC will provide its staff with High Quality Professional Development (HQPDP) that is purposeful, structured and a continuous process that occurs over time.

The embedded professional development sessions are aligned to the RttT goals and demands for instructional improvement. Through engaging as a professional learning community we incorporate feedback, data from observations, and survey data to plan the professional development sessions to address school-wide and individual development demands. The embedded professional development and activities are based on the state standards for professional development, with an emphasis on fostering individual professional growth.

The professional development activities will be evaluated for effectiveness and level of integration through applying the state rubric for the standards for professional development and through the observation of teachers using the tools of OTES.

PCLC will continuously collect data from observations, evaluations, students' progress data, and reflections from teachers to plan the daily professional development sessions, as well as the monthly in-service sessions. Each teacher is also required to engage in individualized professional development through our web-based PD portal, PD 360. In this system each

educator must reflect on and adjust their practice in response to the development sessions that have been offered.

PCLC takes ownership of its own staff development. Staff training and professional development are integrated into the work schedule at the beginning of each work day and one Saturday each month. Teachers, administrators, and instructional assistants meet at the beginning of each school day for ongoing staff development which includes discussing classroom challenges and evaluation of their teaching as well as sharing data on student learning and achievement. This is also a time for the superintendent and staff members to mentor and model for each other in their areas of expertise.

C.6 Student Recruitment and Enrollment

Open enrollment begins in March of each year. Before open enrollment begins, however, students who are currently enrolled are given the opportunity during February to indicate whether or not they will be returning the next year. Once open enrollment begins and we have reached our limit we will start a waiting list. Siblings of students already enrolled will be enrolled first. All other students on the waiting list will participate in a public lottery where a third party will pull lots to determine the order in which students will be enrolled as see space becomes available.

During open enrollment students are recruited in the following ways:

- TV Commercials
- Radio Commercials
- Dissemination of brochures and flyers
- Yard Signs
- Public Forums
- Referrals (word of mouth)

Phoenix Community Learning Center Projected Enrollment*

	2013-14	2014-15	2015-16	2016-17	2017-18
Grade					
K	50	50	50	50	50
1	50	50	50	50	50
2	50	50	50	50	50
3	50	50	50	50	50

4	50	50	50	50	50
5	50	50	50	50	50
6	50	50	50	50	50
7	50	50	50	50	50
8	50	50	50	50	50
Total	450	450	450	450	450

**As of April 2013.*

C.7 Community Partnerships

Community partnerships may include, but are not limited to:

- Art Reach
- Avondale Health Initiative
- Avondale Youth Council
- Boy's and Girl's Club of America
- Boy Scouts – works weekly in school program with boys
- Cincinnati Art Association- Theatre performances for students on site
- Cincinnati Children's Hospital – works with school on safety
- Cincinnati Health Department Dental Program- Provides free dental screening for students
- Cincinnati Museum Center –free field trips to museum and provides transportation
- Cincinnati Opera – on site performances
- Cincinnati Playhouse in the Park- Theatre performances for students
- Cincinnati Police Department District 4 (Sop with a Cop, Seatbelt Safety, Anti-bullying, etc.)
- Community Action Agency – provides jobs for PCLC students
- Fun Services – provides games for field day activities
- Girl Scouts – works weekly in school program with boys
- Hamilton County Naturalist- In-school naturalist visit for all students (live animals, conservation, etc.)
- Hamilton County Park District – field trips to nature reserve
- Honey Hills Farm – provides food donations for PCLC events
- Learning for Life- Provides character education
- Lenscrafters-Gift of Sight – Help to supply free vision screening and glasses to students
- National Children's Theatre- Provide free performance for students
- Owens Group- Supplies promotional items to be used incentives for student achievement

- Ruth Fogle- offered free Black History performance
- Talbert House- Self-Esteem program
- Toys for Tots- Provide toys for all students for the Winter holidays
- Underground Freedom Center – Summer Freedom School for PCLC students
- University of Cincinnati Science on Wheels- Provides science enrichment program for grades 4-5
- Volunteer Doctors of America- Provide medical workshops and massages for teachers and staff
- Willis Music- Donated 3 pianos for PCLC music enrichment program

PCLC Community Health Fair partners may include, but are not limited to:

- Annette Richardson
- American Heart Association
- American Red Cross
- Avondale Branch Library
- Hoxworth Blood Center
- Centerpoint Health
- Children's Hospital
- Cincinnati Fire Department
- Cincinnati Health Department
- Cincinnati Police Youth Academy
- Community Action Agency
- Crossroads Center
- Council on Aging
- City Council Member - Yvette Simpson
- City Council Member - Chris Smitherman
- DePaul Cristo Rey
- Freedom School
- McDonald's
- Michelle Graves a.k.a The Money Lady
- Ms. Teen Cincinnati- Christiana Tait
- Owens Chiropractic
- Pro-Seniors
- Remke Bigg's
- Sam's Club
- Saving African American Families
- Spring Grove Cemetery

- Synod Health Ministries
- Talbert House
- Volunteer Doctors of America

C.8 Parent Engagement

Currently Phoenix Community Learning Center offers professional development for parents the second Saturday of every month. The purpose of the workshops is to help increase parent's knowledge of their child's education, teacher's training, and instruction on how to be an affect advocate for their child. In addition, there are special events that are offered throughout the school year that provides an opportunity for parents to meet with teachers and administrators to voice their concerns and offer suggestions for programs they would like to see offered at the Phoenix. Most importantly the Phoenix maintains an Open Door policy welcoming parents to visit their classroom throughout the school day. The combination of training, enrichment programs, and the school's Open Door Policy are all be effective tools in offering awareness to the important role that parent's play in our school's success and sustaining parent engagement.

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		
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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 actions of the GOVERNING AUTHORITY been free of conflicts of interest?**
- 3.) Has the Community School, overall, met SPONSOR's compliance requirements?**

INDICATORS OF OPERATIONAL AND GOVERNANCE VIABILITY

The Operational and Governance Viability of the Community School will be assessed by examining the performance of the **GOVERNING AUTHORITY** 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 Community 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 the **GOVERNING AUTHORITY** meeting minutes.

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

SECTION C(3). COMPLIANCE

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

Requirement (C)(3)(a): The Community School's submissions to 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 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 located at:

Phoenix Community Learning Center
3595 Washington Avenue
Cincinnati, OH 45229
IRN number 133504, 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 at-risk students that is updated annually. Ohio Revised Code Section 3313.6012.

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

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

Phoenix Community Learning Center Governing Authority

Name	Role	Term Expires	Address
Luther Brown	Board Chairperson	2016	3595 Washington Ave. Cincinnati, OH 45227
Caleb Brown	Member	2016	3595 Washington Ave. Cincinnati, OH 45227
Benjamin Nwanko	Member	2016	3595 Washington Ave. Cincinnati, OH 45227
Anthony Robinson	Member	2016	3595 Washington Ave. Cincinnati, OH 45227
Scott Wallace	Member	2014	3595 Washington Ave. Cincinnati, OH 45227

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 that the Ohio Ethics Law and related statutes prohibit an official from: (1) Authorizing the employment of a family member; and, (2) 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.⁴

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

⁴ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

