

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of Springfield Academy of Excellence
and the Thomas B. Fordham Foundation**

Dated as of April 26, 2013

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COMMUNITY SCHOOL CONTRACT
For
Springfield Academy of Excellence

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 Springfield Academy of Excellence, located at 623 South Center Street, Springfield, Ohio 45506 (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 Springfield 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 Sixth.

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, "Springfield Academy of Excellence is sponsored by the Thomas B. Fordham Foundation."

Article II. Term

The term of this Contract shall be for a period of one (1) year commencing July 1, 2013 and ending June 30, 2014 (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 Springfield City School District.

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

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

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

AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR, at least thirty (30) days in advance, of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 16th Street, NW, 8th Floor, Washington, D.C. 20036 or such other address designated by the SPONSOR with copies to Thomas B. Fordham Foundation, 2600 Far Hills Avenue, Suite 216, Dayton, OH 45419, Attn: Director of Community School Sponsorship and to Thomas A. Holton/Charles Y. Kidwell, Porter, Wright, Morris & Arthur LLP, Suite 1600, One South Main Street, Dayton, Ohio 45402-2028.

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

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

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

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

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

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

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

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the 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 GOVERNING AUTHORITY. 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 the 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 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 the Community School, or the Community School has lost more than fifty percent (50 percent) of its student enrollment from the previous school year;
7. The Community School defaults on any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this Contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
10. Other good cause.

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

student who is or has been enrolled in the school so that those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.

The GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School in accordance with Section 3314.015(C) of the Code.

Article XII. Governing Law

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

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

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

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

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

Article XIV. Assignment

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

Article XV. Amendments or Modifications

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

Article XVI. Severability

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

Article XVII. No Child Left Behind

To the extent applicable to community schools, the Community School will be subject to the federal rules and regulations for publicly funded schools, as outlined in the No Child Left Behind Act of 2001 and its associated regulations.

Article XVIII. Dispute Resolution Procedure

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

- a. Members of the GOVERNING AUTHORITY shall meet with representatives of the SPONSOR;

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

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

Article XIX. Discrimination Policy

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

Article XX. Entire Agreement

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

Article XXI. Notice

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

If to the GOVERNING AUTHORITY:

Governing Authority

Springfield Academy of Excellence
623 South Center St.
Springfield, OH 45506
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: Michael Rice
/Governing Board Representative

DATE: 5/21/2013

EXHIBIT 1: EDUCATION PLAN

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

Springfield Academy of Excellence (SAE) will follow the school design of Comer's School Development Program: The mission of the Springfield Academy of Excellence is to provide education in a nurturing environment that focuses on the development of the whole child. Emphasis is placed on academic achievement as well as physical, psychological, social, and ethical development.

A.1.1 Vision

SAE's vision is to empower and inspire students to unleash their full academic, social and undiscovered potential.

A.1.2 Educational Philosophy

Springfield Academy of Excellence believes maximum academic achievement for all students happens when these three conditions are integrated:

- The Six Comer Pathways of Development: Development of the cognitive, physical, language, social, ethical, and psychological pathways are intentionally addressed in the curriculum.
- Targeted Instructional Time: Instructional time is focused on basic numeracy and literacy.
- Differentiated Hours of Instruction: Students are given adequate time to master skills; different children require different amounts of time to learn.
(See Exhibit I: SAE 2012-13 Calendar)

The Comer School Development Program and our year-round calendar guide these three conditions. The school's calendar intentionally builds in frequent opportunities for intensive intervention and extension of learning for students and staff during the intersessions (commonly referred to as Academic/Enrichment Camps).

SAE's adherence to the processes of the Comer School Development Program serves as a research-based guide for school operation, not as a curriculum model (Comer and Emmons 2006; Emmons and Comer 2009).

The Comer Process is not a project or add-on, but rather an operating system—a way of managing, organizing, coordinating, and integrating programs and activities. Three teams—the School Planning and Management Team (SPMT), the Student and Staff Support Team (SSST), and the Parent Team—work together to create a Comprehensive School Plan (CSP); to design and conduct staff development aligned with the goals of the Comprehensive School Plan; and to assess and modify the plan as necessary using a wide range of student and school-level data to ensure that the school is continuously improving. The teams are guided by three principles: decision making by consensus, no-fault problem solving, and collaboration.

The nine-element Comer model identified in the paragraph above process fosters positive school and classroom climate and creates optimal conditions for teaching and learning, and emphasizes

the alignment of curriculum, instruction, and assessment. Over the past three decades, research conducted by the SDP and external researchers have consistently found that schools that implement the Comer Process at high levels tend to experience high levels of student achievement and development.

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

SAE's attendance area is statewide; SAE gives priority enrollment to students residing in the Springfield City School district. If space is available, SAE will accept students from other Ohio districts. Based on SAE's location, area demographics and trend data, SAE's admission is primarily of the minority and free/reduced lunch category students.

A.3 Curriculum and Instruction

Reading, writing, mathematics, social studies, and science will be taught in the comprehensive curriculum, but the core of the curriculum will focus on reading, writing, and mathematics in order to develop the foundation for 21st century abilities (Schmoker, 2011, pp. 34-35).

Therefore, emphasis is placed on a balanced literacy framework (Fountas and Pinnell, 2001) and a balanced math framework (Ainsworth and Christianson, 2006) as well as extra instructional time offered in reading and mathematics through an individualized computer instruction and assessment component, *PLATO*. *PLATO* supplements the rigorous phonics-based *Open Court* (Reading Workshop) reading-language arts curriculum, the direct instruction of *Saxon Math in grades K-2*, and the applications-rich *Real Math* in grades 3-6 curriculum (both published by SRA McGraw Hill).

Comer's research shows we must not only develop the academic pathway but also the physical, language, psychological, ethical, and social pathways in order for children to learn best. This is why the school also provides for character education (see section A.8 School Climate and Discipline), physical education, and performance in the Instructional Plan.

In summary, SAE's lesson designs, frameworks, and instructional methods are built upon the rigorous accountability measures as required by the Common Core State Standards in English Language Arts and Mathematics, and Ohio's Revised Content Standards for Science and Social Studies in order to prepare our students for the PARRC Assessments.

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 Forging Responsible Youth, field trips, and Classrooms Without Walls. See also section C.7 of Exhibit 3 of this Contract for additional non-classroom based learning opportunities.

A.4 Target Population

SAE will serve students in grade or age equivalent levels kindergarten through sixth. The target population is the same as set forth in section A.2, above.

A.5 School Calendar & Daily Schedule

SAE operates on a trimester school year. Students attend school in (approximate) 45 days in-school/10 days off school cycles. The 10-day intercession is referred to as Academic/Enrichment Camp. The academic calendar begins in early August and ends in late June. July is a month off for all students. This calendar has a direct impact on student academic progress because of reduced summer learning loss, and Academic/Enrichment Camp provides the variable amount of time needed for students to master and apply concepts. Because of the added Academic/Enrichment Camp days, the calendar is flexible: the minimum attendance is 920 hours (178-180 days) for all students and the maximum number of hours can exceed 1100 hours for students who partake in Academic/Enrichment Camps. Hours of operation are 7:30 a.m. – 3:00 p.m.

A.6 Special Student Populations

Students with Disabilities

The school's policies and procedures for the education of children with disabilities comply with Individuals with Disabilities Education Improvement Act (I.D.E.I.A.) and the Ohio Operating Standards. The school will operate in accordance with these procedures for the duration of the contract.

Students with disabilities are identified through a referral process.

1. Student Staff Support Team (SSST): Any student who is experiencing a barrier to, problem, or acceleration with their development or learning is eligible for referral to the SSST. The SSST, along with the parent, attempt to generate interventions that are developmentally appropriate and informed. After implementing and monitoring the interventions, the SSST discusses the response to the intervention.
2. Special Education Team: At this initial referral level, if the team suspects a disability, a multi-factored evaluation is planned and individual assessments are conducted.
3. Evaluation Team Report Meeting: After the individual assessments are conducted, there is a meeting to review the assessment results and determine eligibility.
4. Special Education determination with an Individualized Education Plan (IEP): Once a child has an IEP, teachers incorporate the IEP goals into daily instruction or special services. All special education teachers collaborate with the regular education teachers developing techniques and strategies, such as differentiating and adjusting the regular curriculum and pedagogy to meet individualized needs. Pull-out services include intervention resources, speech therapy and occupational therapy services one-on-one or in small groups, or in learning center according to the students' IEPs. Services are provided cross-categorically on the school's campus.

Gifted Students

Gifted students are identified through the Student Staff Support team (SSST) referral process. The Student Staff Support Team Referral is for any student who is experiencing a barrier to, problem with, or acceleration with their development or learning is eligible for referral to the SSST. The SSST, along with the parent/guardian, attempt to generate interventions that are developmentally appropriate and informed. After implementing and monitoring the interventions, the SSST discusses the response to the intervention and repeats the cycle of modified planning, implementing, and monitoring if necessary.

Homeless Students

The school operates under the guidance of the McKinney-Vento Homeless Education Assistance Act 2012 to ensure children and youth experiencing homelessness have the right to a free, appropriate public education. The school's administrative assistant serves as the McKinney-Vento Liaison to assist students. The administrative assistant ensures the homeless child is provided with certain rights when a child is placed into one of the following "homeless" conditions:

- Doubled up with family or friends due to economic conditions;
- Living in motels and hotels for lack of other suitable housing;
- Runaway and "Throwaway" children and youth;
- Homes for unwed or expectant mothers for lack of a place to live;
- Homeless and domestic violence shelters;
- Transitional housing programs;
- The streets;
- Abandoned buildings;
- Public places not meant for housing;
- Cars, trailers, and campgrounds;
- Awaiting foster care; or
- Migratory children staying in housing not fit for habitation.

The rights provided to "Homeless" students are listed below:

- Homeless students may attend their school of origin or the school where they are temporarily residing;
- Homeless students must be provided a written statement of their rights when they enroll and at least two times per year;
- Homeless students may enroll without school, medical, or similar records;
- Homeless students have a right to transportation to school;
- Students must be provided a statement explaining why they are denied any service or enrollment;
- Students must receive services, such as transportation, while disputes are being settled;
- Students are automatically eligible for Title I services;
- School districts must reserve a portion of Title IA funds to serve homeless students;
- School districts must review and revise policies that provide barriers to homeless students;
- Schools must post information in the community regarding the rights of homeless students, in schools and other places that homeless families may frequent

English Language Learners

Upon enrollment, the school identifies all students whose primary or home language is other than English (PHLOTE). The school then assesses all PHLOTE students to determine if they are limited English proficient and need special language assistance to participate effectively in the district's instructional program.

After the school has identified LEP students who need assistance, we determine what kind of special language service program is to be provided and implement the program to provide effective instruction that leads to academic achievement and timely acquisition of proficiency in English. (Ohio does not prescribe a specific type of intervention program)

Once the school implements a special language program for our LEP students, we monitor student progress on a regular basis and take steps to modify the program if the students are not making reasonable progress.

A.7 School Goals

Springfield Academy of Excellence expects all students to demonstrate at least one year of growth in reading and mathematics from fall to spring of every school year. By the end 6th grade, exiting students are expected to have a solid core academic foundation as evidenced by scoring at the national average or above in Reading, Writing and Mathematics as measured by the board adopted standardized test (currently the NWEA MAP test). Citizenship is measured by earning the SAE Citizenship award based on consistent demonstration of responsible work habits and social/personal development sections of the grade card.

Exiting students can be defined as 6th grade students who have completed the SAE educational program for 2 or more years prior to graduating from 6th grade at SAE.

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

Goal 1.a. 75% of 6th grade 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 6th grade. Metric: Reading OAA

Goal 1.b. 60% of 3rd-5th grade students will score in the Proficient, Accelerated, or Advanced category on the Reading Ohio Achievement Assessment. Metric: Reading OAA

Goal 1.c. 60% of K – 6th grade students will demonstrate a minimum of one year of academic growth in reading on the NWEA. Metric: NWEA MAP

Academic Goal Statement 2: Students at SAE will become competent in the understanding and application of mathematical computation and problem solving.

Goal 2.a. 75% of 6th grade 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. Metric: Math OAA

Goal 2.b. 60% of 3rd-5th grade students will score in the Proficient, Accelerated, or Advanced category on the Reading Ohio Achievement Assessment. Metric: Reading OAA

Goal 2.c. 60% of K – 6th grade students will demonstrate a minimum of one year of academic growth in reading on the NWEA. Metric: NWEA MAP

Other Internal Goals

1. 75% of exiting 6th grade students will also earn the SAE Citizenship award, which is based on consistent demonstration of responsible work habits and social/personal development sections of the grade card.
2. Meet the goals identified in the school improvement plan as outlined by the Ohio Improvement Process. (See Exhibit III: School Improvement Plan)
3. To meet the requirements for a renewed contract with our sponsor at the end of the 2013-14 school year (i.e. a minimum overall school rating of Continuous Improvement).

A.8 School Climate and Discipline

School Climate

The school's chosen reform model, Comer's School Development Program, addresses the pathways of development and systems by which the school operates in order to establish the culture of the school. Like the operating system of a computer that allows the software to do its specialized work, the Comer Process provides the organizational, management and communication framework for planning and managing all the activities of the school based on the developmental needs of its students. When fully implemented, the process brings a positive school and classroom climate, stability, and an instructional focus that supports all of the school's curriculum and renewal efforts.

The school has added intensive development of the social, ethical, and psychological pathways to improve the climate. Through the 2012-2015 Elementary and Secondary School Counselor's Program Grant (ESSC) award, SAE will build on the school's existing foundation of the Comer School Development Program and the Positive Behavior Supports model to inculcate students with protective factors for positive youth development through the implementation of weekly interdisciplinary development workshops that promote and enhance their positive mental, emotional and socio-cultural competence called "Rites of Passage."

Student Discipline Policy

Responsibility of Parents –The behavior of the students attending our school shall reflect standards of good citizenship. It is the parents' obligation to demonstrate and reinforce these skills, which develop in the child's good behavior habits as well as proper attitudes toward the school.

Responsibility of School Staff – Students are the responsibility of every staff member at Springfield Academy of Excellence. It is the responsibility of the school staff to provide experiences that will influence the behavior of the students so that they will become good citizens. Policies and measures of discipline are employed to establish respect for authority and to maintain favorable learning conditions free from distraction and misbehavior.

Joint Responsibility – The parents and the school staff must strive for environment in which desirable behavior is encouraged. Self-discipline – recognizing and accepting the responsibility for one's actions – is one of the important goals of parents and the school staff. Respect for the rights of others is expected. Opportunities are made available for pupils to develop interests, ideals, habits, and skills, which will provide training in self-discipline and good citizenship.

Responsibility of Students – It is the student’s responsibility to show proper respect to all staff members and other students. Students will follow the guidelines set forth in the School wide Behavior Expectations, (see the chart) as well as, individual classroom plans.

Discipline Guidelines

Springfield Academy of Excellence staff will reinforce positive behavior and redirect negative behavior when deemed necessary. Teaching and learning about safe respectful choices are emphasized. Appropriate demonstration of feelings and language are essential in the learning process. Students are expected to appropriately verbalize feelings, emotions or discontent. The school maintains a “hands off” policy under any circumstance.

SAE has established a school wide behavior matrix that defines expectations of respect, responsibility, safety and problem solving in each area of the school. Additionally, each classroom area has an established behavior management plan. A copy of this plan is sent home within the first ten days of school.

Positive Reinforcement – 1) School Wide: Weekly “Celebration” assemblies and Soaring Eagle certificates are efforts to recognize students fulfilling our school wide expectations: 2) Classrooms: the clip chart system is used in every classroom, however the rewards and consequences may vary according to each classroom and location: 3) Individual: every trimester students can earn the Citizenship Award if they have no office referrals.

Discipline Procedures

Consequences for inappropriate or unsafe behavior begin with strategies included in classroom management plans and extend to disciplinary actions decided by administrative school personnel and/or law enforcement if necessary.

- Mandatory chaperone during school and/or field trip
- One to one conference with a school staff member
- Matter of Record
- Parent contact
- Teacher detention
- Office referral
- School detention
- Saturday School
- Parent conference
- Isolated work center, IWC
- Emergency removal from school
- Suspension/Expulsion

Behavior Support Services

Our mission is to develop the whole child, therefore, in addition to academic achievement, the school also emphasizes character development through our school wide, small group, and individualized behavior support services. The recent award from the USDOE Elementary and Secondary School Counselor’s Program grant allows us to add additional staff (counselor, social

worker, and psychologist), counseling services, and school wide positive behavior supports to augment our existing Behavior Support Services for the next three school years, 2012-13 through 2015-16.

A.9 Assessments and Intervention

Ongoing assessments are administered to carefully monitor student progress. The data are used to adjust groupings, instruction, the number of hours/days of instruction, and professional development. In kindergarten through 2nd grades AIMSweb, Ohio Diagnostics, NWEA Map, running records, short cycle tests, and teacher made tests are used. In 3rd through 6th grades PRO-Ohio, NWEA Map, short cycle tests, quizzes, and teacher made tests are used.

Figure A.9 Assessment Schedule*

Assessment	Frequency	K-2	3-6
Required by the State of Ohio			
Ohio Achievement Assessment (OAA)	Once per year 3rd Grade twice per year (Reading)		Reading and Math Science (5th grade only)
Kindergarten (KG) Readiness Assessment (KRA-L)	Required of all children entering KG for the first time	KG only	
Diagnostic Assessments K-3	Annually and all Transfers w/out an applicable assessment	Grades 1 and 2 in reading, writing, and math; short assessment provided by ODE	Grade 3 in writing
Required by District*			
Pro-Ohio Benchmark Test for predictors of success on the Ohio Achievement Assessment	Fall, Winter		All grades Reading, Math Science (5th grade only)
Pro-Ohio short-cycle assessments for ongoing instructional and grouping changes; formative instructional practices	Twice a month	Reading and Math 2 nd grade only	All grades Reading, Math Science (5th grade only)
Dibels Reading	Fall, Winter, Spring	Literacy all grades	Literacy 3rd grade only
NWEA Measures of Academic Progress	Fall and Spring	Reading and Math all grades	Reading and Math all grades

Academic Camp Determination (students scoring in the bottom quintile attend Academic Camp)			
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**The assessment schedule is established at the discretion of SAE.*

IEP objectives will be used as one measure to determine student progress. Grades, standardized tests results, Ohio Achievement Test results, attendance, behavior rating scales, level system progression, and testimonials/anecdotal records from teachers, parents, principal, and school psychologist are all additional ways to evaluate students with special needs.

EXHIBIT 2: FINANCIAL PLAN

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

October 2012 submission 10/16/12					
IRN No. 132787				County: Clark	
Springfield Academy of Excellence					
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					
Enrollment	244 FTE				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2013	2014	2015	2016	2017
Operating Receipts					
State Foundation Payments (3110, 3211)	\$1,800,037.00	\$1,800,037.00	\$1,800,037.00	\$1,800,037.00	\$1,800,037.00
Charges for Services (1500)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fees (1600, 1700)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Receipts	\$1,810,037.00	\$1,800,037.00	\$1,800,037.00	\$1,800,037.00	\$1,800,037.00
Operating Disbursements					
100 Salaries and Wages	\$1,214,982.00	\$1,214,982.00	\$1,214,982.00	\$1,214,982.00	\$1,214,982.00
200 Employee Retirement and Insurance Benefits	\$306,495.00	\$306,495.00	\$306,495.00	\$306,495.00	\$306,495.00
400 Purchas Services	\$637,046.00	\$637,046.00	\$637,046.00	\$637,046.00	\$637,046.00
500 Supplies and Materials	\$86,596.00	\$86,596.00	\$86,596.00	\$86,596.00	\$86,596.00
600 Capital Outlay -New	\$18,500.00	\$0.00	\$0.00	\$0.00	\$0.00
700 Capital Outlay - Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800 Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Disbursements	\$2,263,619.00	\$2,245,119.00	\$2,245,119.00	\$2,245,119.00	\$2,245,119.00
Excess of Operating Receipts Over (Under)					

Operating Disbursements	-\$453,582.00	-\$445,082.00	-\$445,082.00	-\$445,082.00	-\$445,082.00
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	\$456,081.00	\$456,081.00	\$456,081.00	\$456,081.00	\$456,081.00
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	0	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Donations (1820)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income (1400)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Proceeds (1900)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Principal Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest and Fiscal Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Nonoperating Revenues/(Expenses)	\$456,081.00	\$456,081.00	\$456,081.00	\$456,081.00	\$456,081.00
Excess of Operating and Nonoperating Receipts					
Over/(Under) Operating and Nonoperating					
Disbursements	\$2,499.00	\$10,999.00	\$10,999.00	\$10,999.00	\$10,999.00
Fund Cash Balance Beginning of Fiscal Year	\$49,866.00	\$52,365.00	\$63,364.00	\$74,363.00	\$85,362.00
Fund Cash Balance End of Fiscal Year	\$52,365.00	\$63,364.00	\$74,363.00	\$85,362.00	\$96,361.00
Disclosure Items for State Fiscal Stabilization Funds					

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:					
1. Foundation Revenue is based on the following enrollment levels:					
FY 2013- 244 FTE's					
FY 2014- 244 FTE's					
FY 2015- 244 FTE's					
FY 2016- 244 FTE's					
2. The Per Pupil funding is at \$5,703.					
3. Salaries were at no increase in FY 13 - FY 16					
4. SAE was awarded \$88k in Race to the Top Funding to be spread out over 4 years.					
5. Federal Grants are based on the FY 2012 funding levels per the CCIP plan per ODE.					
6. The \$10,000 in Revenue Other represents the fundraising to fund the Security Cameras.					
7. The \$18,500 represents the cost associated for the Security Cameras.					

B.2 Financial Management

SAE's finances are managed by a joint effort consisting of the members of management, the School Treasurer, MDECA (IT site) and members of the Board of Directors. The names of the individuals/contractors and corresponding roles and responsibilities are listed in Figure B.2.

Figure B.2 Financial Management Roles

Individual/Contractor	Role/Title	Task/Function
Roseann Pratt	Executive Director/Superintendent	Responsible for overseeing operations and approving all expenditures
Jesse Hemphill, CPA	School Treasurer	Performs all treasury related functions to include recording and reporting of all financial transactions, cash management, preparation of budgets, weekly meetings with management and monthly meetings with the Board and Finance Committee to review operating results
Board Finance & Audit Committee - Sheila Rice, Kent Jackson, Mary Daniels	Volunteer Board Members	Responsible for overseeing all financial matters to include reviewing and recommending approval of annual budgets to the full Board of Directors
All Board Members	Volunteer Board Members	Responsible for overseeing operations to include approval of financial reports submitted by Treasurer, approval of annual budgets and approval of all expenditures in excess of \$10,000
MDECA	IT Site	Maintains/processes financial data to support/report financial transactions
EMIS & SOES Coordinator - Christine Pulice	Administrative Assistant	Enters and monitors student enrollment information into statewide systems that align with our state foundation payments
Grant Administrator (CCIP, RTTT, ESSC) – Edna Chapman	Principal	Writes and coordinates implementation and monitoring of grants
Grant Fiscal Monitor (CCIP, RTTT) – Sue Young	Purchased Service	Ongoing monitoring of grant budgets and expenditures

Fiscal controls require management personnel to be responsible for the preparation and presentation of documentation involving cash disbursements (payroll and non-payroll transactions) for payment by the Treasurer. All disbursement transactions are approved by the Executive Director/Superintendent prior to payment.

Treasurer processes and records cash receipt and disbursement transactions to the financial management system maintained by MDECA. Treasurer is responsible for all cash management functions to include the reconciliation of all bank accounts. Treasurer also prepares monthly reports to management, the Board and the Sponsor.

Weekly monitoring of its CSADM/SOES database to insure that it is properly aligned with its EMIS reporting and the actual student enrollment for the school.

Submission of Fiscal Reports/Annual School Report

The School Treasurer is responsible for all regular fiscal reports including internal monthly reports, annual budgets, GAAP statements and any other reports that are required by ODE, the Sponsor and other related third parties.

Preparation and submission of the School's Annual Report is a joint effort of the Executive Director/Superintendent and the Treasurer.

B.3 Transportation, Food Service, Other Partnerships

Transportation

The School utilizes transportation provided by its resident district for students that live 2+ miles away from the school. In addition, SAE contracts with First Student to provide transportation for students that live less than 2 miles away and request transportation assistance. The supplementary transportation service is provided on the basis of need and availability.

Food Service

The food service operation is offered on-site utilizing SAE staff.

B.4 Insurance

SAE's insurance policies are carried by The Cincinnati Insurance Company. Current active policies include:

Non-Profit Organization Blue Chip Policy – covers Directors, Officers, Trustees and Organization Liability, \$1,000,000

Educational Institutions Policy – an umbrella policy that covers:

- Commercial Property - \$2,265,100
- Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate
- Ohio Employers Liability Defense Expenses - \$1,000,000
- Teacher's Professional Liability - \$1,000,000
- Crime and Fidelity Coverage (Employee Theft) - \$100,000 per occurrence
- Commercial Umbrella Liability – includes General Liability \$1,000,000/\$2,000,000, Employee Benefit Liability \$1,000,000/\$3,000,000, Professional Liability \$1,000,000

The Board of Directors establishes the School's risk management philosophy. It involves periodic assessments of its assets to determine that aggregate policy limits are in-line with the corresponding property values.

Similar assessments are performed with regard to the Directors and Officers Liability insurance to determine that coverage is within acceptable limits.

B.4 Benefits

SAE benefits include, but may not be limited to, health and retirement (full time employees only).

EXHIBIT 3: GOVERNANCE PLAN

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

The Board of Springfield Academy of Excellence consists of at least five members chosen because of their commitment to a higher learning experience for our community.

Organization of the Board

The make-up and operations of the governing authority's board of trustees should include but not necessarily be limited to:

- The governing Authority will consist of at least five trustees. Board members will be nominated and appointed by the seated board.
- At least one trustee will be the parent of a child currently enrolled in the school. The remaining trustees will consist of business and community leaders.
- Term of officers and trustees: To accomplish board continuity, knowledgeable members the initial cadre of trustees will serve indefinitely.
- Removal/replacement of officers and trustees: Seated trustees may be removed by a 2/3 vote of the seated board. A motion to remove may be made by any seated trustee.
- Desired qualifications, background, and skills of trustees: Trustees will be recruited to provide diversity of perspective and experiences such as finance, business, faith, education, social services and government.

Officers of the Board

Officers of the board & respective authority and duties

- Chair: Presides over meetings, nominates members to standing and ad-hoc committees, is spokesman for the Board, and direct point of contact between the Board and the school's administration. Chair will appoint designee to handle board meeting in his/her absence.
- Secretary: Maintains the official Board records, assures notification of all meetings, and is parliamentarian for the board.

Selection: At a pre-determined meeting, Board members will nominate Officers. Officers will be selected by majority vote of the members present at the meeting. Elected Officers serve one-year terms without restriction.

Removal: Officers of the board may be removed from office by a 2/3 majority vote of its members. If an officer is removed from office, the Board will appoint an interim to serve the remainder of the removed officer's term.

Board Committees

Committees of the board & respective authority and duties: With respect to their assigned areas, standing committees advise and make recommendations to the Board to establish policy, identify performance indicators, set goals and expectations, and monitor performance. Committees may, as they see fit, include ex-officio members who are not members of the Board.

- Academic Committee: Oversees the school's educational program. Its primary concern is monitoring the extent to which the school's educational program is fully and faithfully implemented and academic results.

- Finance and Audit Committee: Oversees the fiscal performance and financial health of the school. The Business Manager shall serve as secretary.
- Nominating Committee: Identifies and recruits prospective new board members and recommends committee membership. The Executive Director/Superintendent shall serve as secretary.
- Ad-Hoc Committees may be established and membership appointed as needed. Ad hoc committees are temporary and serve to accomplish a specific and defined role.

Committee meetings will be held once a year. Committee chairs may schedule additional meetings as needed. Meetings will be announced to committee members via e-mail and/or made public on the school's web site.

Membership: Committees of the Board are made up of not less than three members appointed by the Board Chair, and ex-officio members as the committee sees fit. Once formed, committees organize themselves.

Responsibilities: With respect to their assigned areas, standing committees advise and make policy recommendations to the Board, identify performance indicators, set goals and expectations, and monitor performance.

Removal of Committee members: Committee members may be removed by a majority vote of the Board. The chair will appoint a replacement for any removed committee members. Ex-officio members serve at the pleasure of the Board membership of the committee and may be removed by a majority vote of said membership.

Board's Strategic Plan

The Board will coordinate the policy actions of the committees and the Executive Director/Superintendent will coordinate the administrators' implementation. Each of these operational plans includes the following:

- Mission statement that aligns with and supports the school's mission;
- Goals whose accomplishment will contribute to the mission;
- Project plans for the accomplishment of the stated goal that include but are not limited to the following components:
 - Description of the goal's contribution to the school's mission;
 - Operating parameters, guidelines, or other limitations.
 - Individuals with primary responsibility for the accomplishment.
 - Staffing and equipment will be available
 - A timeline for accomplishing milestones and the goal.
 - Statement of the consequence of successful accomplishment of the goal as well as for its failure.

C.2 Governing Board Composition

Figure C.2 Springfield Academy of Excellence Governing Board Roster 2012-2013 Academic Year

Governing Board Chair <i>Finance & Audit Committee</i> Years of Service: 11	Mrs. Sheila Rice - Deputy Registrar - Ohio License Bureau; Ohio Realtor Extremely involved in the community and serves on various boards. Love for children and their development.
Member Years of Service: 11	Mr. Jay Chapman - Elementary Principal – Ohio Licensure -Education Administrator/Springfield Public School District - Educator / Physical Education- Ohio Certified K-12 Served on District Curriculum Committee, Minority Affairs Committee OAHPERD, Served on Ohio Advisory Board to ODE PE, Coordinator of Jump Rope for Your Heart for 16 years.
Member <i>Finance & Audit Committee</i> Years of Service: 11	Dr. Kent Jackson –30+ years experience as a Financial Manager for Department of Defense. Manages special projects for US Government.. Held numerous treasury offices and board positions. Member of Toastmasters International, Association of Government Accountants, Society of Military Controllers, and Blacks in Government.
Member <i>Academic Committee</i> Years of Service: 11	Dr. Cheryl Keen – Administrator/Professor – Higher Education and Researcher. Board member of Education as Transformation Project, Yellow Springs Kids Playhouse. Founder and Chair of Initiative for Authenticity and Spirituality in Higher Education and the Consortium for Spirituality in Higher Education.
Member <i>Academic Committee</i> Years of Service: 11	Dr. Hazel Latson – College Professor – Education, Elementary Principal and Teacher – Certified State of Ohio. Researcher. Member of Association for Supervision and Curriculum Development, National Council of Teachers of Mathematics, National Science Teachers Association, Association of Private Colleges of Teacher Education, National Association of Multicultural Educators. Past Yellow Springs Village Council member.
Member Parent Representative Years of Service: 3	Mrs. Valisha Moss – Registered Nurse, member of SAE School Planning & Management Team, leads numerous student fundraising initiatives

	Serves as leader of SAE parent team.
Member Years of Service: 11	Bishop Cecil Pratt – Pastor, Church of Jesus Family Worship Center. Over 45 years of service. Served on Board of Huntington National Bank, WIC, YMCA, Red Cross, Springfield City School Business Advisory Council, Urban League and Planned Parenthood, JAM and various community action groups.
Secretary Non-Voting Member Years of Service: 11	Mrs. Roseann Pratt – International Motivational Speaker. Founder and Administrator of Precious Gifts Daycare and Learning Center, Head-Start Collaborative, before and after school programs and 4C's Step Up To Quality initiative. Serves on Children First Council, PACT, Church of Jesus Outreach Program, and Chamber of Commerce Minority Council. Member OAPCS.

C.3 Management and Operation

School Leadership Team

Executive Director/Superintendent

- Roles and Responsibilities: Oversees the day-to-day activities of Springfield Academy of Excellence. Develops school and administrative policies. Prepares reports.
- Operational Relationships: Reports to the Board both operationally and administratively
- Evaluated using the Ohio Executive Director/Superintendent's Evaluation System

Executive Coach

- Roles and Responsibilities: Executive coach for the Principal, focusing on strategies providing quantifiable outcomes to meet the most immediate goal of measurable academic growth to meet and exceed sponsor expectations. The immediate goal is to obtain a Continuous Improvement ranking on the state report card.
- Operational Relationships: Reports to the Executive Director/Superintendent.

Principal

- Roles and Responsibilities: Oversees the day-to-day educational activities of Springfield Academy of Excellence. Accountable for the educational performances of students' and performance of the educational staff. Focus is curriculum and continuous improvement. Secretary of Board's Academic Committee.
- Operational Relationship: Reports directly to the Executive Director/Superintendent. Communicates to the Board through his/her responsibility as secretary of the Academic Committee. Manages the teaching/educational staff.
- Evaluated using the Ohio Principal's Evaluation System (OPES)

Curriculum, Instruction & Assessment Director

- Roles and Responsibilities: Evaluate and provide leadership for the overall instructional program for the school. Responsible for the effective and efficient operation of the school's curriculum and instruction, which includes curriculum and staff development. Articulates the instructional philosophy and curriculum strategies to the community.
- Operational Relationship: Reports directly to the principal.
- Evaluated using the Ohio Principal's Evaluation System (OPES)

Pupil Services Director

- Roles and Responsibilities: Oversees implementation and monitoring of intervention and prevention services to promote an effective classroom; supervises the Pupil Services staff.
- Operational Relationship: Reports directly to the principal.
- Evaluated using the Ohio Principal's Evaluation System (OPES)

HR/Facilities Director

- Roles and Responsibilities: Oversees Human Resource, Benefits, Payroll, Facilities (Custodial/Maintenance), Food Services, and Accounts Payable functions.
- Operational Relationship: Reports to Executive Director/Superintendent
- Evaluated using performance evaluations (verbally, informally in writing, and formally in writing).

C.3.1 Records

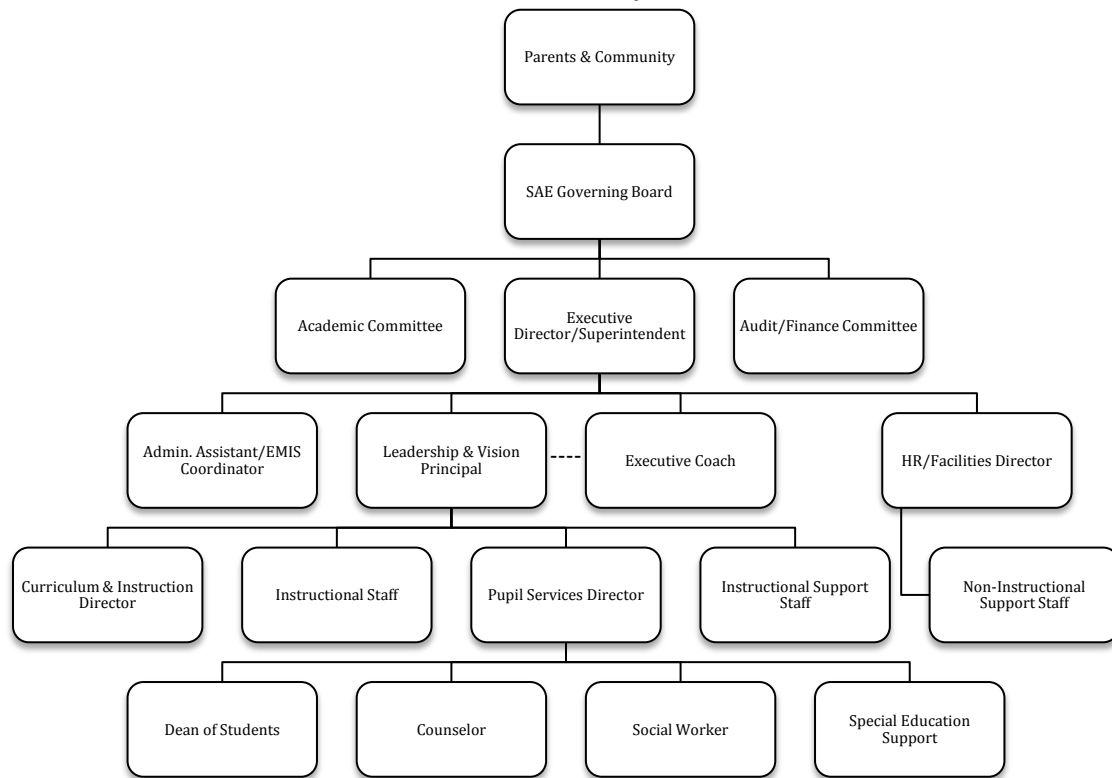
Board and Administrative records are maintained in the Executive Director's office. Employee records and payroll prep documents are maintained in the HR office. Student records are maintained in the main school office. IEP records and related files are located in a secure office in a locked cabinet. Building records are maintained in the Executive Director's office. Food Service records are maintained in the Food Service office. Financial records are maintained by the Treasurer and located on-site. Payroll processing records are archived on MDECA's site. The Treasurer also maintains financial records electronically.

SAE will retain records in accordance with the State of Ohio's Schedule of Records Retention and Disposition.

C.4 Staffing and Human Resources

Figure C.4 Springfield Academy of Excellence Organizational Chart

(Modified February 2013)



The Executive Director/Superintendent reports to the Board both operationally and administratively. The Board delegates authority for Springfield Academy of Excellence's day-to-day operations to the Executive Director/Superintendent. The Executive Director/Superintendent is accountable to the Board for the efficient and effective operation of Springfield Academy of Excellence. The Executive Director/Superintendent delegates the authority to manage the day-to-day educational activities to the principal, who is accountable to the Executive Director/Superintendent. The principal communicates directly to the Board through his/her role as secretary of the Academic Committee.

School Leadership Team

Executive Director/Superintendent
 Executive Coach
 Principal
 Curriculum, Instruction & Assessment Director
 Pupil Services Director
 HR/Facilities Director

Leader Recruiting Strategy

SAE will utilize all appropriate media resources and education contacts. If a statewide search does not produce an outstanding and qualified candidate, a national search would be conducted utilizing national levels of the same associations and contacts.

Dean

- Roles and Responsibilities: Manages the day-to-day pupil services activities. Oversees day-to-day activities of students and staff including discipline, counseling, attendance, intervention assistance referrals and special education.
- Operational Relationships: reports directly to the Administrator (Principal).
- Evaluated using performance evaluations (verbally, informally in writing, and formally in writing).

Teaching Staff

- Number of Positions: There will be approximately 32 positions
- Roles and Responsibilities: Educate students and develop character traits within the student population. Other responsibilities include but are not limited to student interaction, lesson planning and collaboration with co-educators
- Operational relationship: Reports directly to the school administrator.
- Evaluated using the Ohio Teacher Evaluation System

Administrative Support

- Roles and Responsibilities: Assists Executive Director/Superintendent with administration duties. Provide assistance and relays information in absence of Executive Director/Superintendent
- Operational Relationship: Reports directly to the Executive Director/Superintendent
- Evaluated using performance evaluations (verbally, informally in writing, and formally in writing).

Support Staff

- Number of Positions: varies based on need
- Roles and Responsibilities: To provide support to teaching staff, as necessary. Provide educational aids, instructional design and services
- Operational Relationship: Instructional Support Staff reports to Principal. Non-Instructional Support Staff reports to Executive Director/Superintendent.
- Evaluated using performance evaluations (verbally, informally in writing, and formally in writing).

Counselor

- Roles and Responsibilities: Established the school counseling program and develops activities and resources to implement and evaluate the program; provides individual and group counseling services to meet the developmental, preventative, and remedial needs of students; consults with students, parents, teachers, and other school and community personnel to assist in meeting the needs of students; coordinates all counseling services for students and assists with coordination and implementation of student services in the school.

- Operational Relationship: Reports to the Pupil Services Director.
- Evaluated using performance evaluations (verbally, informally in writing, and formally in writing).

Social Worker

- Roles and Responsibilities: Promotes and enhances the overall academic mission by providing services that strengthen home, school, and community partnerships, and addresses barriers to learning and achievement. Contributes to the development of a healthy, safe, and caring environment.
- Operational Relationship: Reports to the Pupil Services Director.
- Evaluated using performance evaluations (verbally, informally in writing, and formally in writing).

Teacher Recruitment and Selection

SAE would utilize all media resources and education contacts.

Staffing

There will be no more than twenty students to one certified teacher at the Kindergarten – 6th grade levels. There is also one intervention specialist; additional intervention specialists may be hired as required by disability category ratio limits dictated in I.D.E.I.A. Highly qualified paraprofessionals serve as teaching assistants with the priority for K-3rd grade literacy support.

C.5 Professional Development

The school's professional development plans are identified in the school's improvement plan (SIP) in Exhibit III. Alignment with the school's mission, curriculum, and goals is illustrated in the SIP. The development plans are based on needs determined by the 2012 Ohio School Improvement Diagnostic Review (SIDR), Thomas B. Fordham Foundation's private diagnostic reviews by Marta Reyes-Newberry in 2012, and 3-year historical data. The development plans are centered on improving student performance in reading and mathematics and school climate. SAE uses student results, as well as the Ohio Standards for Professional Development, as the indicator for assessing effectiveness.

C.6 Student Recruitment and Enrollment

Most of SAE's student recruitment comes from word-of-mouth referrals and Precious Gifts Daycare students. SAE will engage market advertisement on particular media (radio stations, newspapers, etc.).

Springfield Academy of Excellence Student Enrollment Projections*

	2013-14	2014-15	2015-16	2016-17	2017-18
Grade					
K	57	59	60	60	60
1	34	35	36	37	38
2	38	39	40	40	40
3	31	32	33	35	37
4	32	33	34	35	37

5	27	28	29	32	34
6	25	26	27	28	29
Total	244	251	259	267	275

**As of April 2013.*

The enrollment projection assumes no increase in the first year (due to expansion of the EdChoice program) and 3 percent increase in subsequent years.

C.7 Community Partnerships

Beyond classroom teaching, SAE may offer school programs or programs in conjunction with the local community:

- YMCA, National Parks & Trails - athletic teams and fitness programs
- Forging Responsible Youth 21st Century Afterschool Program - tutoring and fine arts program
- Clark County Public Library and Inside/Out Center – emergency response report-in locations
- Clark County Public Library/Bookmobile - library services
- Rocking Horse Pediatric Center - staff professional development and parent education through the C.A.R.E. program (Child/Adult Relationship Enhancement)
- Jobs & Family Services, Youth Challenges, Oesterlen Services for Youth, Mental Health Services - social service collaborations (wrap-around services to support at-risk students)
- Springfield Police Department - D.A.R.E., seat belt safety, bullying awareness
- Community-Mercy Health Partners – occupational, physical therapy, speech
- Church of Jesus Family Worship – facilities, volunteers, community programs
- Precious Gifts Daycare – facilities, professional development, family support, Kindergarten readiness, other collaborations
- Partnerships with local colleges and universities:
 - Antioch University, Yellow Springs, OH
 - Central State University, Wilberforce, OH
 - Grand Canyon University
 - Wittenberg University, Springfield, OH
 - Wright State University, Dayton, OH

Additional Strategies

On our current campus, we provide service to children from birth to 6th grade and SAE having out of that census K-6th – we have the opportunity to nurture pre-K (specifically 4 year olds) and promote from Precious Gifts Daycare and Learning Center to our community school. Focusing on this relationship continues our high standards for school improvement because Precious Gifts Daycare and Learning Center Head Start pre-school create learning experiences based on Ohio Early Learning Content standards. Precious Gifts Daycare and Learning Center also establishes high standards for their instructional program and professional development by choosing to participate in Step Up to Quality, Ohio's Voluntary Quality Rating system. The instructional staff of SAE and Precious Gifts Daycare Learning Center join together in state certified professional development and SAE's vertical Data Teams.

C.8 Parent Engagement

SAE has included a parent as a voting member of the Governing Board. This parent serves and attends Board meetings and functions. We have implemented a Parent Team, a group that meets once each month to discuss issues, make recommendations for future programs or events. These suggestions are delivered to the school planning and management team and then to the Board for review. Parents volunteer in various areas and we encourage parents to be involved in school and community-related activities.

C.9 Means for Achieving Racial and Ethnic Balance

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

C.10 Disposition of Employees

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

C.11 Race to the Top

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

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

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

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

Pursuant to Article III of this Contract, the Academic and Organizational Performance Plan constitutes the agreed-upon academic, financial, and organizational and governance requirements (Requirements) that the GOVERNING AUTHORITY and SPONSOR will use to evaluate the performance of the Community School during the term of this contract. Each of these Requirements may be considered by the SPONSOR to gauge success throughout the term of this contract. Each of these Requirements may also be considered in connection with a decision regarding probation, suspension, termination and renewal or non-renewal of this Contract.

SECTION A: ACADEMIC PERFORMANCE

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

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

INDICATORS OF ACADEMIC SUCCESS

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

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

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

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

REQUIRED ACADEMIC PERFORMANCE MEASURES

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

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

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

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

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

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

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

Requirement (A)(3)(a): The Community School will receive an overall composite score on the state's value-added measure that indicates that more than one year of progress has been achieved in both reading and mathematics. In the event there are amendments to, or a successor version of, Ohio's growth measure (a.k.a. "Value Added"), the 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 auditor of state have been corrected in the school's audit for the year immediately following the year in which the citations were issued.

SECTION B(3). ENROLLMENT TRENDS

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

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

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

SECTION C: OPERATIONAL AND GOVERNANCE VIABILITY

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

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

INDICATORS OF OPERATIONAL AND GOVERNANCE VIABILITY

The Operational and Governance Viability of the 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). THE GOVERNING AUTHORITY'S STRATEGIC PLAN

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

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

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

SECTION C(2). ETHICS

HAVE GOVERNING AUTHORITY ACTIONS BEEN FREE OF CONFLICT OF INTEREST?

Requirement (C)(2)(a): GOVERNING AUTHORITY actions have been free of conflicts of interest, as evidenced by the Community School's audit and a review of 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 SPONSOR'S COMPLIANCE REQUIREMENTS?

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

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

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

EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

EXHIBIT 5: LETTER OF APPROVAL TO OPERATE

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

Springfield Academy of Excellence
623 South Center Street
Springfield, OH 45506
IRN number 132787, to begin operations for the 2013-14 academic year.

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

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

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR, with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency. If any teaching certificates or licenses or BCI &I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

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

If after the GOVERNING AUTHORITY has received a permanent or temporary Certificate of Occupancy and the School is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not

correct the violation to the satisfaction of the governmental agency who issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to Operate, and the 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 school shall cease operations upon the date specified by the SPONSOR.

EXHIBIT 6: STATEMENT OF ASSURANCES

EXHIBIT 6: STATEMENT OF ASSURANCES

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

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

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

Sponsor: _____

School Name: _____

IRN# _____ County: _____

School
Physical
Address: _____

City State Zip

School
Mailing
Address: _____

City State Zip

School Building Phone: _____ School Building Fax: _____

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

Grade Levels per contract: _____ Grade Levels Served in each facility: _____

OEDS-R
Administrator: _____

OEDS-R Administrator E-mail
address: _____

OEDS-R Administrator Phone: _____ OEDS-R Administrator
Fax: _____

Treasurer: _____

Treasurer E-mail address: _____

Treasurer Phone: _____ Treasurer Fax: _____

Superintendent: _____

Superintendent Email: _____

Superintendent Phone: _____ Fax: _____

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

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

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

Name of Sponsor Representative:
Please Print

Title of Sponsor Representative:
Please Print

Sponsor Authorized Signature:

Date

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

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

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

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

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

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Springfield Academy of Excellence Governing Authority

Name	Role	Term	Address
Jay Chapman	Member	No term limit	623 South Center St. Springfield, OH 45506
Kent Jackson	Treasurer	No term limit	623 South Center St. Springfield, OH 45506
Cheryl Keen	Member	No term limit	623 South Center St. Springfield, OH 45506
Hazel Latson	Member	No term limit	623 South Center St. Springfield, OH 45506
RoseAnn Pratt	Secretary, Non-Voting Member	No term limit	623 South Center St. Springfield, OH 45506
Valisha Moss	Parent Representative	No term limit	623 South Center St. Springfield, OH 45506
Bishop Cecil Pratt	Member	No term limit	623 South Center St. Springfield, OH 45506
Sheila Rice	Chairperson	No term limit	623 South Center St. Springfield, OH 45506

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

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

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

Ohio Ethics Law and related statutes prohibit an official from:

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

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

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

I acknowledge that no official at ____[School Name]____ has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not); siblings; parents; grandparents; grandchildren; and, any other person related by blood or by marriage and living in the same household.¹

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

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

