

MASTER CONTRACT

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

Dated as of April 26, 2013

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COMMUNITY SCHOOL CONTRACT
For
Sciotoville Community School

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 Sciotoville Community School, located at 224 Marshall Avenue, Sciotoville, Ohio 45662 (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 Portsmouth 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 5-12.

In approving this Contract, the SPONSOR voluntarily exercises powers given to it to sponsor community schools. Nothing in this Contract shall be deemed to be any waiver of the SPONSOR'S autonomy or powers.

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division or affiliation of the SPONSOR in any of the Community School's or the GOVERNING AUTHORITY's promotional advertising, contracts, or other materials without the SPONSOR'S prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials, "Sciotoville Community School is sponsored by the Thomas B. Fordham Foundation."

Article II. Term

The term of this Contract shall be for a period of two (2) year(s) commencing July 1, 2013 and ending June 30, 2015 (the "Term"); provided, however, the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

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

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

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of non-renewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by February 1 in the year in which the SPONSOR intends to take action not to renew the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a non-renewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state. In the event that the Renewal Application is granted, the

SPONSOR may enter into a proposed Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

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

Article III. Responsibilities of the GOVERNING AUTHORITY

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

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

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

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

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

thousand dollars (\$500,000); and educators legal liability insurance (which shall include coverage of trustees and officers of Community School) with limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

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

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

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

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

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

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

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

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

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the Community School if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

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

In accordance with Code Section 3314.03(A)(11)(d), the GOVERNING AUTHORITY shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.6411, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 and 5705.391 and Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Code as if it were a school district and comply with Section 3301.0714 of the Code in the manner specified in Section 3314.17 of the Code.

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

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

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

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

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

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

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

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

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

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

1. Two consecutive audits demonstrate non-compliance, deficiencies, material weaknesses or any other material findings;
2. Referral of any matters to the Ohio Ethics Commission;
3. Site visit records compliance and Epicenter compliance (accurate/complete and on-time) falls below 79 percent for the year in any one category of records reviewed
4. The Community School receives an overall rating of "D" or lower; or
5. The Community School is delinquent on any payments due to the Ohio Department of Education, the State Teachers Retirement System, the School Employees Retirement System or any other state agency.

Sponsorship Fees that remain unpaid for more than 30 days after they become due will accrue interest as follows: 30-60 days: 4 percent on any outstanding principal balance, 61-90 days: 6 percent on any outstanding principal balance, 90+ days: 8 percent on any outstanding principal balance. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of

Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of total state foundation payment are the state formula amount, disadvantaged pupil impact aid (DPIA), parity aid and special education.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR requires at the SPONSOR'S sole discretion. This expressly includes the SPONSOR'S right to access all computer systems and websites hosted by the Ohio Department of Education to the extent such access is necessary to fulfill the SPONSOR'S monitoring obligations as set forth in Code Section 3314.03(D). The Community School and the GOVERNING AUTHORITY understand and agree that the SPONSOR may contract with a third party, who will be a third party beneficiary of this Contract, to perform the SPONSOR'S oversight functions pursuant to this Contract.

The Community School may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Community School is for the benefit of the SPONSOR.

A. Educational Plan:

The GOVERNING AUTHORITY agrees to comply with the policies and provisions described in the educational plan ("Educational Plan") of the Community School, including but not limited to the 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 the state auditor's office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the Community School. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING

AUTHORITY will submit copies of all state issued audits and management letters to the SPONSOR within 2 (two) business days of receipt of the same by the GOVERNING AUTHORITY.

The GOVERNING AUTHORITY will annually conduct an inventory of all assets of the Community School and their value, as of the date the inventory was conducted, and submit a copy of the inventory to the SPONSOR by September 30.

The GOVERNING AUTHORITY will submit an annual IRS form 990, and provide a copy to the SPONSOR.

The GOVERNING AUTHORITY will submit to the SPONSOR, by the dates set forth in Ohio Administrative Code Section 3301-92-04, the same Five Year Budget Forecasts that are required to be submitted to the Board of Education pursuant to that Section.

C. Governance Plan:

The GOVERNING AUTHORITY agrees to comply with the policies and procedures for the management and administration of the Community School as set forth in the governance and administrative plan ("Governance Plan"), which is attached hereto as Exhibit 3, and incorporated by reference as if fully written herein.

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members, and that a quorum of the 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 GOVERNIGN AUTHORITY will specifically evidence these recusals and reason therefore.

The GOVERNING AUTHORITY agrees to provide notices to students, parents, employees and the general public indicating that all of the Community School's educational

programs are available to its students without regard to race, creed, color, national origin, sex or disability. Further, the Community School shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

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

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

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

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

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

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

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

The GOVERNING AUTHORITY agrees to report to the SPONSOR by August 1, any updates to the composition of the board. This report shall include the names, addresses

(including electronic mail), and phone numbers of the GOVERNING AUTHORITY members, as well as the identified officers and meeting schedule of the GOVERNING AUTHORITY.

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

D. Accountability Plan:

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

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

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

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

Article IV. Responsibilities of the SPONSOR

Pursuant to Section 3314.015(B) of the Code, the SPONSOR shall perform its obligations under this Contract consistent with its obligations under its written agreement with the Ohio Department of Education as well as Section 3314.03(D) of the Code; specifically, the SPONSOR shall: (1) monitor the Community School’s compliance with all laws applicable to the Community School and with the terms of the Contract; (2) monitor and evaluate the academic and fiscal performance and the organization and operation of the Community School at least once during the Contract term; (3) report, by November 30, the results of the evaluation conducted under division (D)(2) of this section to the department of education and to the parents of students enrolled in the Community School; (4) provide technical assistance to the

Community School in complying with laws applicable to the Community School and terms of the Contract; (5) take steps to intervene in the 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, declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for the following reasons:

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

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

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

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

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

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

pendency of any probationary status or period for such imposed on the Community School under Article VIII.

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

Article IX. Suspension of Operation

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

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

A. Health and Safety

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the Community School's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons

for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other

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

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

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

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

If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written

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

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

C. Termination Resulting from the Suspension of School Operations

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

Article X. Expiration/Termination of Contract

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

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

3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate 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 in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this Contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
10. Other good cause.

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

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

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;

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

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

Article XI. Contract Termination Contingencies

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

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

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

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of the Community School's operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all records of the Community School, including student records, (iii) provide the means and capability to access records of the Community School, including student records, to the SPONSOR'S representative, as designated in writing, and (iv) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to records of the Community School, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all records of the Community School, including student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the

SPONSOR. The SPONSOR may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the records of the Community School, including the student records which are within the SPONSOR'S possession; provided that in performing the GOVERNING AUTHORITY'S statutory or contractual duties, the SPONSOR shall comply with Section 3314.015(E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the 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 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
224 Marshall Avenue
Sciotoville, OH 45663
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).

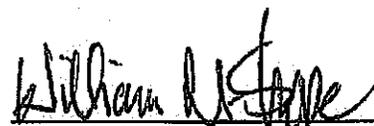
**ON BEHALF OF THE
THOMAS B. FORDHAM FOUNDATION**

By: 

Michael J. Petrilli
Vice President

DATE: May 23 2013

THE GOVERNING AUTHORITY OF

BY: 

Governing Board Representative

DATE: MAY 20, 2013

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EXHIBIT 1: EDUCATION PLAN

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

Together we will learn as much as we can each day to be responsible, respectful, and successful in our personal, social and academic skills.

A.1.1 Vision

Our vision for the Sciotoville School community will empower each of our students to successfully meet the challenges of his/her future.

A.1.2 Educational Philosophy

Philosophy

The following are the philosophy statements for Sciotoville Community School:

- We believe students are our number one priority and it is our obligation to meet their ever-changing needs.
- We believe everyone in our school community must be committed to a shared partnership of responsibility toward meeting the needs of our students.
- We believe character including compassion, kindness, forgiveness and honesty must guide us in meeting the challenge and reality of constant change.
- We believe decisions must be fair, based on relevant data and ultimately be in the best interests of our students.
- We believe we must model what we are teaching as parents, community members, or educators.
- We believe the educational needs of students are constantly changing; therefore, our teaching tools, methods, and technology must also change.
- We believe a positive atmosphere is essential and failure is not an option.
- We believe parent and community participation is critical to the educational and emotional development of our students.
- We believe extracurricular activities promote self-discipline and responsibility in our students.
- We believe staff development is essential to the development and implementation of a high quality, research/standards-based educational program.

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

The Sciotoville Community School d.b.a. East High School will enroll students in its home district and adjacent districts.

A.3 Curriculum and Instruction

Sciotoville Community School continually strives to exceed the Ohio Department of Education's standards expectations. The curriculum and standards are a blend of academic and career technical concentrations, into which 21st Century Skills - that emphasize critical thinking, creativity, communication and collaboration – are incorporated.

SCS will take a proactive approach to full implementation of the new content standards by 2014.

Staff professional development is helping SCS align its efforts with college and work expectations. SCS will conduct a gap analysis between the old standards and new standards, and As a result of professional development, SCS's academic standards integration and alignment should be completed by 2014. Pacing charts are complete. The implementation of new standards will ensure more effective instruction and increased learning for all students. In conjunction with standards implementation, SCS will also improve its assessment procedures in all grade levels.

SCS intends to align curriculum and instruction to the state academic content standards so that children are being taught what they are expected to learn. Multiple methods of instruction will be used so that all students demonstrate mastery of expected knowledge and skills. Integration of reading and mathematics instruction will take place throughout the school day.

SCS uses purchased curriculum (e.g., Foresman reading, Prentice Hall science, social studies and math) and software programs (e.g., Imagine Learning, Study Island, Brain Pop and Exam View, Think Through Math, Moby Math and Achiever).

Teachers are consulted on potential curricula to be purchased, and are likewise involved in the evaluation of curricular components as they are implemented. Some components of the current curriculum may change as SCS begins its implementation of Ohio's common core.

SCS offers Advanced Placement (AP) classes to students on-site. In the event a student needs an AP class that SCS does not offer, students may take those classes via Odysseyware, our online course provider. SCS also offers credit recovery and summer school.

SCS uses its curriculum in the context of its *High Schools That Work* and *Making Middle Schools Work* plans.

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 several extracurricular programs for students. There is a full complement of sports for boys and girls in grades five through twelve. SCS believes that participation in athletics provides valuable learning experiences outside of those provided in classrooms. SCS is a member of the Ohio High School Athletic Association.

SCS has competition-level marching band and vocal music groups. Per academics, SCS offers academic and mock trial competition teams, National Honor Society, and a variety of clubs (e.g., Pep Club, Key Club, Spanish Club, etc).

A.4 Target Population

SCS will serve students in grade or age equivalent levels fifth through twelfth, who reside in the Portsmouth City School District and adjacent districts.

A.5 School Calendar & Daily Schedule

SCS operates on a 161 day Instructional (student) calendar. The daily schedule begins at 8:00 a.m. and ends at 3:30 p.m. The school year typically begins in mid-August and runs through mid-May. Grades five and six (Intermediate School) operate on a blocked schedule, as do grades seven and eight (Middle School). Grades nine through twelve (High School) operate on a modified block schedule. Grades seven through twelve operate on an eight period school day, as well. One of those periods is an enrichment and intervention period that is used as a student advisement period, as well. SCS Teachers engage in two formal Parent-Teacher Conference Days during the school year.

A.6 Special Student Populations

Students with Disabilities. Sciotoville Community School identifies students with disabilities through the following means: Parent, Teacher, or Physician referrals. Parent referrals may be initiated at any time during the school year and stem from parental concerns regarding the student's academic progress and/or physical well-being. Teacher referrals are a direct result of a student performing below grade level on both classroom work and standardized assessments. Physician referrals may originate at any point in the school year based upon the physician's concerns regarding the social, emotional, and/or physical development of the student. These referrals are made only after there have been multiple failed attempts at providing school-wide interventions to the student.

Once a referral has been made and parent consent has been obtained, a school psychologist is employed on a per pupil basis. In order to formally assess at-risk students to determine eligibility for school-age services, the psychologist will work in collaboration with a district representative, all grade level teachers, Intervention Specialists, and additional support personnel, based on requirements of the Evaluation Team Report (ETR). All related services (Speech, Physical, and Occupational Therapies) are contracted through outside resources.

Sciotoville Community School is a school-wide Title I entity, thus all students are provided with additional support daily within the typical classroom setting. Intervention Specialists and intervention/educational support aides work with students in an inclusion setting to meet the goals of each identified student's Individual Education Plan (IEP).

Intervention Specialists, as well as all teachers and educational support staff, are provided with ongoing professional development opportunities throughout the school year to ensure best practices and data-driven decision making.

Gifted Students: Sciotoville Community School does not presently identify gifted students through a formal assessment method. A building leadership team is currently investigating the appropriate procedures to identify students that may be eligible to receive services associated with the Gifted/Talented program as deemed appropriate by the Ohio Department of Education. Research will continue to be conducted in an effort to determine best practices in the implementation.

The staff of Sciotoville Community School has already been provided with professional development on Differentiated Instruction from both Battelle for Kids and Staff Development for

Educators and will continue to seek ongoing professional development upon implementation of the Gifted/Talented program at Sciotoville Community School. At this time, teachers provide differentiated instruction to all students during a 45-minute enrichment/intervention period, based on the individual needs of each student, as indicated by the data collected through district-wide quarterly assessments and standardized testing.

Limited English Proficient Students: students that are potentially limited English proficient will be screened by the intervention team. Staff will be provided with professional development opportunities as necessary, and translators may be available through local universities.

Homeless Students: no student shall be denied admission to the school or to a particular course or instructional program or otherwise discriminated against for reasons of race, color, national origin, sex, homelessness and handicap or any other basis of unlawful discrimination. Sciotoville Community School believes that all school-aged students, including homeless students, have the basic right to equal educational opportunities. A homeless student is defined as an individual who lacks fixed, regular and adequate nighttime residence. Sciotoville Community School will to the extent feasible, homeless students are kept in the school of origin unless doing so is contrary to the wishes of the student's parent or guardian.

A.7 School Goals

The overriding goal is to close the achievement gaps and raise student achievement to meet district, state, and High Schools That Work/Making Middle Grades Work targets. The five goals of SCS's Site Action Plan are:

Goal 1: (HSTW) Provide all students with the opportunity of complete the Ohio Core and increase to 85 percent the high school graduates who complete the HSTW-recommended curriculum, including an academic, career-technical (C-T) or blended concentrations. OR (MMGW) Provide all students with the opportunity to take a rigorous middle grades curriculum to increase the percentage of ninth graders who graduate four years later and to decrease the ninth-grade failure rate.

Goal 2: Strengthen the curriculum by aligning the academic curriculum to Ohio Academic Content Standards, HSTW/MMGW and national standards, and by making instruction the focus of the school. OR Strengthen the curriculum by aligning the academic curriculum to Ohio Academic Content Standards, Ohio Career-Technical/Industry Standards, HSTW and national standards, and by making instruction the focus of the school.

Goal 3: Engage students in their learning through relevant, student-centered instructional strategies resulting in a deeper understanding and higher demonstrated achievement of standards.

Goal 4: Establish a comprehensive guidance and advisement system, including a strong academic transition that prepares middle grade students for successful completion of the ninth grade and graduation four years later, OR for postsecondary education and careers.

Goal 5: Continue to support a continuous improvement process driven by effective use of data and aligned professional development through with strong leadership and active focus teams that engage school and community stakeholders.

A.8 School Climate and Discipline

SCS's general behavior policy is determined by those duly constituted by law to make these rules; the Governing Board, the School Administration and Faculty. Input from Student Council has also been taken into consideration.

SCS attempts in every way to provide a culture of acceptance of all students. Students of very diverse backgrounds attend SCS and all are accepted as students and individual regardless of their background.

Student Conduct Policy

Students are expected to conduct themselves in such a way that they respect and consider the rights of others. Students must conform to school regulations and accept directions from authorized school personnel. The Governing Board has a "zero tolerance" of violent, disruptive or inappropriate behavior by its students. SCS uses a wide range of Disciplinary Alternatives in dealing with misbehavior of students in order to best serve its students and in keeping with the idea of acceptance.

Star Program

SCS embraces the idea of rewarding Positive Behavior as it relates to the overall philosophy of the school. In keeping with that idea, the school has implemented its Star Program, which rewards students each grading period based on Attendance, Behavior and Academic accomplishment.

A.9 Assessments and Intervention

7th Grade	I-III	6th Grade Data	Pre (Analysis Only)	7th Grade Teachers and Interv. Teachers
		Quarterly Assessment Math and Reading with Item Analysis	Each Nine Weeks	7th Grade Teachers, Intervention Specialists
		OAA Practice (M and R)	Pre/Mid	7th Grade Teachers, Intervention Specialists
		Spring OAA Reading and Math	Post	7th Grade Teachers, Interv. Specialists, Testing Team
		Terra Nova (Science and Social Studies)	Spring	7 th Grade Teachers, Intervention Specialists
		Aimsweb Oral Reading Fluency	Fall/Winter/Spring	7th Grade Teacher, Intervention Teacher
		AimsWeb Math Computation M-COMP	Fall/Winter/Spring	7th Grade Teacher, Intervention Teacher
		AimsWeb Comprehension Maze	Fall/Winter/Spring	7th Grade Teacher, Intervention Teacher
		Short-Cycle Skill-Based Reading/Math Assessments (OAA Achiever, Common Formative)	Teacher Discretion	7th Grade Teachers, Intervention Teachers

		Progress Reports/Report Cards	Each 9 Weeks	7th Grade Teacher, Aides, Intervention Specialists
	II/III	Imagine Learning Intervention	Weekly/Bi-Weekly (Specific to student's needs)	7th Grade Teacher/Intervention Teacher
		AimsWeb/OAA Achiever Progress Monitoring	Weekly or as needed	7th Grade Teacher, Interv. Specialists
	III	Multifactorial Evaluations Progress Reports	As identified	Intervention Staff

8th Grade	I-III	7th Grade Data	Pre (Analysis Only)	8th Grade Teachers and Interv. Teachers
		Quarterly Assessment Math, Reading, Science, and Social Studies with Item Analysis	Each Nine Weeks	8th Grade Teachers, Intervention Specialists
		OAA Practice	Pre/Mid	8th Grade Teachers, Intervention Specialists
		Spring OAA Reading, Math, Science	Post	8th Grade Teachers, Interv. Specialists, Testing Team
		Terra Nova (Social Studies)	Spring	8 th Grade Teachers, Intervention Specialists
		Algebra I Readiness Assessment	Spring	8th Grade Math Teacher, Intervention Specialists
		OCIS	Spring	8th Grade Teachers, Interv. Specialists, Testing Team
		Making Middle Schools Work Survey	Spring	8th Grade Teacher, Intervention Teacher
		Aimsweb Oral Reading Fluency	Fall/Winter/Spring	8th Grade Teacher, Intervention Teacher
		AimsWeb Math Computation M-COMP	Fall/Winter/Spring	8th Grade Teacher, Intervention Teacher
		AimsWeb Comprehension Maze	Fall/Winter/Spring	8th Grade Teacher, Intervention Teacher
		Short-Cycle Skill-Based Reading/Math Assessments (OAA Achiever, Common Formative)	Teacher Discretion	8th Grade Teachers, Intervention Teachers
		Progress Reports/Report Cards	Each 9 Weeks	8th Grade Teacher, Aides, Intervention Specialists

	II/III	Imagine Learning Intervention	Weekly/Bi-Weekly (Specific to student's needs)	8th Grade Teacher/Intervention Teacher
		AimsWeb/OAA Achiever Progress Monitoring	Weekly or as needed	8th Grade Teacher, Interv. Specialists
	III	Multifactorred Evaluations Progress Reports	As identified	Intervention Staff

*Tier 1= Everyone; Tier 2= Small Group, Specialized Instruction for at-risk students; Tier 3= Intensive, specialized instruction for students most at risk

9th Grade	I-III	8th Grade Data	Pre (Analysis Only)	9th Grade Teachers and Interv. Teachers
		Quarterly Assessment Math, Reading, Science, and Social Studies with Item Analysis	Each Nine Weeks	9th Grade Teachers, Intervention Specialists
		Practice ACT Quality Core Assessments	Pre/Mid	9th Grade Teachers, Intervention Specialists
		ACT Quality Core Assessments (English I-III, Alebra I and 2, Geometry, Pre-Calculus, Biology, and Chemistry)	Post	9th Grade Teacher, Intervention Teacher
		Spring OGT Reading, Writing, Math, Science, Social Studies	Post	9th Grade Teachers, Interv. Specialists, Testing Team
		OCIS	Spring	9th Grade Teachers, Interv. Specialists, Testing Team
		Short-Cycle Skill-Based/Formative Assessments	Teacher Discretion	9th Grade Teachers, Intervention Teachers
		Progress Reports/Report Cards	Each 9 Weeks	9th Grade Teachers, Aides, Intervention Specialists
	II/III	Imagine Learning Intervention	Weekly/Bi-Weekly (Specific to student's needs)	9th Grade Teacher/Intervention Teacher
		AimsWeb Progress Monitoring	Weekly or as needed	8th Grade Teacher, Interv. Specialists
	III	Multifactorred Evaluations Progress Reports	As identified	Intervention Staff

10th Grade	I-III	9th Grade Data	Pre (Analysis Only)	10th Grade Teachers and Interv. Teachers
		Quarterly Assessment Math, Reading, Science, and Social Studies with Item Analysis	Each Nine Weeks	10th Grade Teachers, Intervention Specialists
		Practice ACT Quality Core Assessments	Pre/Mid	10th Grade Teachers, Intervention Specialists
		ACT Quality Core Assessments (English I-III, Alebra I and 2, Geometry, Pre-Calculus, Biology, and Chemistry)	Post	10th Grade Teacher, Intervention Teacher
		Spring OGT Reading, Writing, Math, Science, Social Studies	Post	10th Grade Teachers, Interv. Specialists, Testing Team
		Short-Cycle Skill-Based/Formative Assessments	Teacher Discretion	10th Grade Teachers, Intervention Teachers
		Progress Reports/Report Cards	Each 9 Weeks	10th Grade Teachers, Aides, Intervention Specialists
	II/III	Imagine Learning Intervention	Weekly/Bi-Weekly (Specific to student's needs)	10th Grade Teacher/Intervention Teacher
		AimsWeb Progress Monitoring	Weekly or as needed	8th Grade Teacher, Interv. Specialists
	III	Multifacored Evaluations Progress Reports	As identified	Intervention Staff

11th Grade	I-III	10th Grade Data	Pre (Analysis Only)	11th Grade Teachers and Interv. Teachers
		Quarterly Assessment Math, Reading, Science, and Social Studies with Item Analysis	Each Nine Weeks	11th Grade Teachers, Intervention Specialists
		Practice ACT Quality Core Assessments	Pre/Mid	11th Grade Teachers, Intervention Specialists
		ACT Quality Core Assessments (English I-	Post	11th Grade Teacher, Intervention Teacher

		III, Algebra I and 2, Geometry, Pre-Calculus, Biology, and Chemistry)		
		Fall/Spring OGT Reading, Writing, Math, Science, Social Studies	Post	11th Grade Teachers, Interv. Specialists, Testing Team
		PSAT- Select Group		Guidance Counselor
		ASVAB		Guidance Counselor
		ACT (Shawnee State University)		
		Short-Cycle Skill-Based/ Formative Assessments	Teacher Discretion	11th Grade Teachers, Intervention Teachers
		Progress Reports/Report Cards	Each 9 Weeks	11th Grade Teachers, Aides, Intervention Specialists
	II/III	Imagine Learning Intervention	Weekly/Bi-Weekly (Specific to student's needs)	11th Grade Teacher/Intervention Teacher
		AimsWeb Progress Monitoring	Weekly or as needed	11th Grade Teacher, Interv. Specialists
	III	Multifaceted Evaluations Progress Reports	As identified	Intervention Staff

12th Grade	I-III	11th Grade Data	Pre (Analysis Only)	12th Grade Teachers and Interv. Teachers
		Quarterly Assessment Math, Reading, Science, and Social Studies with Item Analysis	Each Nine Weeks	12th Grade Teachers, Intervention Specialists
		Practice ACT Quality Core Assessments	Pre/Mid	12th Grade Teachers, Intervention Specialists
		ACT Quality Core Assessments (English I-III, Algebra I and 2, Geometry, Pre-Calculus, Biology, and Chemistry)	Post	12th Grade Teacher, Intervention Teacher
		Fall/Spring OGT Reading, Writing, Math, Science, Social Studies	Post	11th Grade Teachers, Interv. Specialists, Testing Team
		High Schools That Work Assessment		12 th Grade Teachers, Intervention Teachers

		ACT (Shawnee State University)		
		Short-Cycle Skill-Based/ Formative Assessments	Teacher Discretion	11th Grade Teachers, Intervention Teachers
		Progress Reports/Report Cards	Each 9 Weeks	11th Grade Teachers, Aides, Intervention Specialists
	II/III	Imagine Learning Intervention	Weekly/Bi-Weekly (Specific to student's needs)	11th Grade Teacher/Intervention Teacher
		AimsWeb Progress Monitoring	Weekly or as needed	11th Grade Teacher, Interv. Specialists
	III	Multifaceted Evaluations Progress Reports	As identified	Intervention Staff

EXHIBIT 2: FINANCIAL PLAN

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

October 2012 submission					
IRN No. 143644				County:	Scioto
Sciotoville Community School					
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances					
For the Fiscal Years Ended June 30, 2010 through 2012, Actual and					
the Fiscal Years Ending June 30, 2013 through 2017, Forecasted					
-					
	Forecasted				
	Fiscal Year				
	2013	2014	2015	2016	2017
<u>Operating Receipts</u>					
State Foundation Payments (3110, 3211)	\$2,327,595.84	\$2,327,595.84	\$2,350,871.80	\$2,374,380.52	\$2,398,124.32
Charges for Services (1500)	\$60,000.00	\$58,000.00	\$56,000.00	\$58,000.00	\$60,000.00
Fees (1600, 1700)	\$65,000.00	\$60,000.00	\$62,000.00	\$60,000.00	\$62,000.00
Other (1830, 1840, 1850, 1860, 1870, 1890)	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Operating Receipts	\$2,462,595.84	\$2,455,595.84	\$2,478,871.80	\$2,502,380.52	\$2,530,124.32
<u>Operating Disbursements</u>					
100 Salaries and Wages	\$1,493,000.00	\$1,475,000.00	\$1,489,750.00	\$1,504,647.50	\$1,519,693.98
200 Employee Retirement and Insurance Benefits	\$768,810.00	\$784,186.20	\$799,869.92	\$815,867.32	\$832,184.67
400 Purchase Services	\$286,000.00	\$295,000.00	\$305,000.00	\$310,000.00	\$315,000.00
500 Supplies and Materials	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00	\$225,000.00
600 Capital Outlay -New	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
700 Capital Outlay - Replacement	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
800 Other	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00

Total Operating Disbursements	\$2,909,810.00	\$2,921,186.20	\$2,961,619.92	\$2,997,514.82	\$3,033,878.64
Excess of Operating Receipts Over (Under)					
Operating Disbursements	-\$447,214.16	-\$465,590.36	-\$482,748.13	-\$495,134.31	-\$503,754.32
<u>Nonoperating Receipts/(Disbursements)</u>					
Federal Grants (all 4000 except fund 532)	\$466,348.00	\$400,000.00	\$420,000.00	\$441,000.00	\$463,050.00
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	0	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Donations (1820)	\$18,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
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	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Transfers - Out	-\$30,000.00	-\$30,000.00	-\$30,000.00	-\$30,000.00	-\$30,000.00
Total Nonoperating Revenues/(Expenses)	\$490,348.00	\$421,000.00	\$441,000.00	\$462,000.00	\$484,050.00
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$43,133.84	-\$44,590.36	-\$41,748.13	-\$33,134.31	-\$19,704.32
Fund Cash Balance Beginning of Fiscal Year	\$176,877.00	\$220,010.84	\$175,420.48	\$133,672.35	\$100,538.05
Fund Cash Balance End of Fiscal Year	\$220,010.84	\$175,420.48	\$133,672.35	\$100,538.05	\$80,833.73
<u>Disclosure Items for State Fiscal</u>					

<u>Stabilization Funds</u>					
Personal Services SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Employees Retirement/Insurance Benefits SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Purchased Services SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Supplies and Materials SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Capital Outlay SFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Expenditures - SDFSF	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Assumptions:					
For FY 13 the number of students are projected at 295.					
For FY 14 the number of students are projected at 300.					
For FY 15 the number of students are projected at 305.					
For FY 16 the number of students are projected at 305.					
For FY 17 the number of students are projected at 305.					
For FY 13 we project to reduce 2 teachers.					
For FY 14 we project to reduce 1 teacher.					
For FY 13, FY 14 , FY 15, FY 16 and FY 17 purchases will be more closely monitored to eliminate excessive spending.					
For FY 13 we will be receiving Race to the Top.					

B.2 Financial Management

Sciotoville Community School utilizes the Uniform School Accounting System (USAS) and Uniform Staff Payroll System (USPS) programs and is affiliated with South Central Ohio Computer Association (SCOCA). SCOCA is the Information Technology Center (ITC) which is used by all public schools in this area. SCS also utilizes the Auditor of State's office Local Government Services (LGS) for generally accepted account practice (GAAP) conversion as well as the Financial Audit Division for our annual audits. SCS reports directly to Ohio Department of Education (ODE) regarding five year forecast as well as federal and state funding.

SCS employs a treasurer and an assistant treasurer, and where necessary works with a CPA and/or legal counsel on fiscal issues. Financial policies are contained in the SCS board policy manual.

Regarding financial controls, the staff is required to use purchase requisitions for all purchases which are approved through an on-line system called FormShare. This system allows the staff member to enter all pertinent information and it follows a mapping for approval. First approval is from the Principal, then the Superintendent, then the Treasurer and finally the Accounts Payable (assistant treasurer). Once these have been fully approved they are converted to purchase orders. Staff is required to utilize Pay-in sheets for all money that is turned in to the Treasurer's Office.

The USAS and USPS programs enable SCS to account for all funds expenditures and receipts as well as all payroll related items.

The main office secretary completes the student EMIS and SOES function for SCS. The Treasurer performs the staff EMIS function. The CCIP is initiated by the Curriculum Director with the help of the Treasurer and is then approved by the Treasurer and Superintendent.

Different school groups participate in fundraising activities to provide monies they need for items such as uniforms, trips, etc. These activities are led by an advisor or coach, and all monies are turned in to the Treasurer's office for accounting. Funds are maintained through the Treasurer's office.

Monthly reconciliations are performed by the Treasurer's Office, and an annual audit is performed by the Auditor of State's Office.

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

The majority of the students at SCS are transported to and from school by the Portsmouth City School District, as required by law. Students from adjacent school districts attending SCS are provided transportation by their home district, which is arranged by them with their resident district.

SCS owns 3 school buses and employs substitute bus drivers in order to transport students for extracurricular activities.

Food Service

Breakfast and Lunch are provided to SCS students by the Food Service Staff employed by the district. All food is prepared at the school. SCS participates in the Federal School Lunch Program and offers Free and Reduced lunches to eligible students. Universal Free Breakfast is provided for all students at SCS. Free After School Snacks are provided to students at SCS who participate in the After School Latchkey Program.

B.4 Insurance

SUMMARY OF INSURANCE COVERAGE
SCIOTOVILLE COMMUNITY SCHOOL

The Cincinnati Insurance Company
Provided through Sherman Kricker Insurance

General Liability		
Commercial General Liability		\$ 1,000,000.00
 PROPERTY		
224 Marshall Avenue		
School		\$ 5,500,000.00
School Contents		\$ 800,000.00
Modular		\$ 50,000.00
Garage		\$ 15,000.00
Modular		\$ 50,000.00
 5810 Harding Avenue		
Dairy Bar		\$ 90,000.00
 5018 Harding Avenue		
Storage Building		\$ 100,000.00
 6000 Harding Avenue		
Building (Home bleacher and Concession)		\$ 150,000.00
Contents		\$ 8,000.00
Crows Nest		\$ 5,000.00
Press Box		\$ 35,000.00
Storage		\$ 5,000.00
Visitor's Bleachers		\$ 20,000.00

Automobile		
	Any Auto	\$ 100,000.00
St. Route 140		
	Dug Out	\$ 6,000.00
TEACHER		
	Professional Teacher Liability	\$ 1,000,000.00

B.5 Benefits

SCS offers a range of benefits, including but not limited to healthcare and dental coverage (for full-time staff). SCS participates in the State Teachers Retirement System (STRS).

EXHIBIT 3: GOVERNANCE PLAN

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

Description of Governing Board Entity

The governing board is composed of five community elected members, one non-voting staff elected member and one non-voting student elected member. The five community-elected members must be citizens of the United States, 19 year of age or older, and a registered voter in the sixth ward of the City of Portsmouth or Precincts A and H of Porter Township. The elected governing board members serve four-years staggered terms with no term limits being enforced.

The staff and student representative are elected every year by their respective peers. No member of the governing board receives any financial compensation for their service.

The responsibilities of the governing board are as follows:

- Help to create, approve and monitor the school's annual budget.
- Developing current and future policies to guide the operation of the school.
- Securing appropriate funding for the operation of the school.
- Support the efforts of the Superintendent to administer all educational programs consistent with Board policy.
- Maintaining a commitment to the vision, mission and belief statements of the Sciotoville Community School and the children they serve.

C.2 Governing Board Composition

Governing Authority Membership, Structure and Roles

The governing board will be comprised of at least five (5) members. Membership is subject to change, pursuant to the bylaws of SCS. Current members include:

Bill Shope, President

Mr. Shope graduated from East High School, now Sciotoville Community School, then attended Shawnee State University and the Ohio State University. He has been employed as a retail consultant, a manager for the Ohio State Parks Lodges and a representative for the Coca-Cola Bottling Company. He is currently self-employed as a security consultant.

Bob McCann, Vice President

Mr. McCann graduated from East High School, now Sciotoville Community School, then attended Indian River Community College in Florida and Shawnee State University. He was employed by the City of Portsmouth before obtaining this current position as an air-quality specialist for the Ohio Environmental Protection Agency.

Bob Workman, Member

Mr. Workman graduated from East High School, now Sciotoville Community School, in the class of 1963. His first employment was for five years at Westinghouse Electric in Columbus, Ohio. He then returned to the Portsmouth area to assume a position at the New Boston Coke Plant where he worked for 31 years, serving as a supervisor for the last eleven years before retirement. He has also been a Pure Fish Representative since 1985.

Matt Hammer, Member

Mr. Hammer graduated from East High School, now Sciotoville Community School, in the class of 1998. He attended Shawnee State University and Marshall University. Then he attended Cincinnati College of Mortuary Science earning a Bachelor Science Degree. He has worked in the funeral home business since graduating from high school and has been a licensed funeral home director for five years.

Wendell Skinner, Member

Mr. Skinner graduated from East High School, now Sciotoville Community School, in the class of 1965. He attended Ohio University for one year after graduation before enlisting in the United State Army. He served 22 months in the Army before he was medically discharged as a result of a combat injury. He worked as a production manager of the Portsmouth Daily Times for 33 years and has operated his own printing business since 1984. He previously served eight years on the Portsmouth City School Board of Education.

SCS does not use a management organization. Management of SCS school is left to the Administration, Treasurer and Governing Board.

C.3 Management and Operation

SCS Leadership

The district leader at SCS is the Superintendent, who oversees the Principal, administrative, and instructional staff. The Superintendent is evaluated by the board once every two years, at contract renewal. Each board member is given an evaluation form to complete and then the numbers are added together to determine an average for each individual item in a section. Then an average for that section is calculated by taking each time score and adding it and dividing to find the average. There are nine sections in the evaluation as follows: (1) Leadership Skills (2) Decision Making Skills (3) Communication and Community Relation (4) Operations, Support Services and Facilities (5) Personnel Management (6) Budget and Finance (7) Political Awareness (8) Professional Traits (9) Board/Superintendent Relations that are composed of forty-nine individual items. The evaluation is then presented to the Superintendent to read and make comments.

Regarding succession, when this position becomes open it would be posted first internally to allow any employee that is interested and meets the qualification to apply. If an internal candidate is not deemed acceptable by the Governing Board, the position would be advertised in newspapers and online. The applicant should have educational credentials and administrative experience in schools commensurate with the responsibilities of the position, as determined by the Governing Board. The applicant may also hold a Superintendent licensure but it is not required.

Building Leadership

The building leader at SCS is the Principal, who oversees all operations of the building. The Principal is evaluated by the Superintendent one time each year, except during the year of contract renewal, when the Principal is evaluated two times. SCS is currently making plans to implement the Ohio Principal Evaluation System as prescribed by the Ohio Revised Code. OPES will be implemented in the 2013-2014 school year.

SCS Administration

SCS has a Full-time Curriculum Director that serves the district in the area of Curriculum and Instruction and oversees staff Professional Development. The Curriculum Director also oversees Title Programs in the District. The Curriculum Director is evaluated by the Superintendent one time each year, except during the year of contract renewal, when he/she is evaluated two times. SCS has a Special Education Coordinator that is issued as a Supplemental Position on a Part-time basis. The Special Education Coordinator oversees compliance of Special Education law as it pertains to Federal and State regulations.

C3.1 Records

Student permanent records are kept in the guidance office. These records are filed in different cabinets according to current students, withdrawn students, and graduated students. Special education records are kept in the special education office in locked filing cabinets. All records are maintained and updated on a regular basis.

Data and Records Retention Policy

All records are the property of the School and are not to be removed, destroyed, mutilated, transferred or otherwise damaged or disposed of, in whole or in part, except as provided by law or under the rules adopted by the School Records Commission. Such records shall be delivered by outgoing officials and employees to their successors and shall not be otherwise removed, transferred or destroyed unlawfully.

Records includes any document, device or item, regardless of physical form or characteristic, created or received by or coming under the jurisdiction of the School which serves to document the organization, functions, policies, decisions, procedures, operations or other activities of the School.

The School Records Commission is composed of the Board President, the Treasurer and the Superintendent. The Commission meets at least once every 12 months.

The functions of the Commission are to review applications for one-time records disposal and schedules of records retention and disposition submitted by any employee of the School. Records may be disposed of by the School pursuant to the procedure outlined below. The Commission may at any time review any schedule it has previously approved and may revise that schedule.

When School records have been approved for disposal, the Records Commission sends a list of such records to the Auditor of State. If he/she disapproves the action by the Commission, in whole or in part, he/she so informs the Commission within a period of 60 days, and these records are not destroyed. Before public records are disposed of, the Ohio Historical Society is informed and given the opportunity for a period of 60 days to select for its custody such public records as it considers to be of continuing historical value.

C.4 Staffing and Human Resources **School Staff**

Instructional staff are state licensed or are working on obtaining alternative licensure. There is a mix of experienced and new staff members, which allows the new staff to draw on the experiences and wisdom of the older staff.

The instructional staff is evaluated by the supervising principal twice yearly during the year of their contract renewal. Other informal evaluations are done throughout the time the contract is in place. The staff members are evaluated in the following four areas: organization, creating an environment for student learning, teaching for student learning, and teaching professionalism. After completion of each formal evaluation the principal will review the evaluation and discuss it with the teacher. SCS is currently making plans to implement the Ohio Teacher Evaluation System as prescribed by the Ohio Revised Code. OTEs will be implemented in the 2013-2014 school year.

To fill teaching positions, vacancies are posted internally first, and then advertised in appropriate sources where people would look for employment. Resumes are collected, and then, interview committees are formed based upon the position that SCS is attempting to fill.

Teachers are compensated based on experience and level of education. SCS utilizes a pay scale that shows how much compensation is to be provided. The pay scale is not used for yearly increases as it would be in other districts.

C.5 Professional Development

Sciotoville Community School’s professional development is purposeful, structured and a continuous process that occur over the entire school year. Professional development begins in August with five days before school begins. There are five additional professional development days throughout the school year. Professional development is ongoing and continues until the end of the school year. At the beginning of each school year SCS surveys the staff using the Ohio Standards for Professional Development (six standards) and the Ohio Standards for Teaching Profession (seven standards). SCS also evaluates its Site Action Plan (HSTW/MMGW) from the previous school year. Based on the results of this analysis, SCS develops future professional development plans.

C.6 Student Recruitment and Enrollment

SCS continually works to devise ways to recruit students. Advertising via local media, operating a booth at the Scioto County Fair in August of each year and working throughout the community in youth activities are just a few of the ways SCS attempts to increase student enrollment. Plans are being made to offer an online alternative option for students that we feel will help to retain current students and gain additional students, as well. SCS is continually working to improve and enhance its school facilities. This one variable may be the most significant one to affect student enrollment at SCS. SCS currently has a student population in grades 5-12 of around 300 students. It is our goal, using the methods mentioned above and others that may be developed, to increase our student enrollment to 380 by the 2017-2018 school year.

Sciotoville Community School Projected Enrollment*

	2013-14	2014-15	2015-16	2016-17	2017-18
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Grade					
5	35	38	40	42	45
6	35	38	40	42	45
7	48	38	40	42	45
8	35	50	40	42	45
9	38	38	50	42	50
10	48	42	44	50	50
11	40	50	45	48	50
12	35	42	50	48	50
Total	314	336	349	356	380

**As of April 2013.*

C.7 Community Partnerships

SCS is continually working to develop partnerships with community groups in order to enhance the opportunities for students. SCS has an agreement with the Sciotoville United Methodist Church that allows students who drive to school to park in the church's lot. SCS also has partnered with the Scioto Foundation and the East High School Alumni Association to provide financial assistance for college to graduates of East High School through Foundation Scholarships.

C.8 Parent Engagement

SCS continually works to involve and engage parents in the educational process. There are two formal Parent-Teacher Conference Days schedules during the year. Parents are encouraged to participate in the education of their child(ren) through regular communication from staff. Information on the District's web site is updated on a regular basis to keep parents and community members informed as to what is going on at SCS. Booster Groups play a major role at SCS. Currently, we have boosters groups for Marching Band, Choral Music and Athletics. SCS provides to parents its Annual Report each year. Parents are provided with the School Calendar and a Student/Parent Handbook for information and reference during the school year. SCS utilizes School Messenger, an automated call program, to alert parents of student absences and to inform them of special events/activities or changes in the school schedule. SCS also uses Progress Book, an online data tool, to allow parents to monitor their child(ren)'s attendance and academic progress in every subject.

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 HIGH SCHOOLS

EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL PERFORMANCE PLAN FOR HIGH 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 in grades three through eight 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 school-specific indicators of success that go beyond statutory minimum requirements for student outcomes? See Section (A)(4) of this Exhibit.**
- 5) **Are the students enrolled in the Community School in grades nine through twelve passing all portions of the Ohio Graduation Test in a timely manner? If the Ohio Graduation Test is phased out and another assessment implemented in grades nine through twelve, are at least 75 percent of students demonstrating success on that assessment's academic indicators? See Section (A)(5) of this Exhibit.**

INDICATORS OF ACADEMIC SUCCESS

All grade 9-12 public school students must participate in the Ohio’s state assessments. These assessments will serve as the primary indicators of 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 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
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 IN GRADES THREE THROUGH EIGHT 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 (A)(5). OHIO GRADUATION TESTS OR SUCCESSOR ASSESSMENT

ARE THE STUDENTS ENROLLED IN THE COMMUNITY SCHOOL IN GRADES NINE THROUGH TWELVE PASSING ALL PORTIONS OF THE OHIO GRADUATION TEST IN A TIMELY MANNER? IF THE OHIO GRADUATION TEST IS PHASED OUT AND ANOTHER ASSESSMENT IMPLEMENTED IN GRADES NINE THROUGH TWELVE, ARE AT LEAST 75 PERCENT OF STUDENTS DEMONSTRATING SUCCESS ON THAT ASSESSMENT’S ACADEMIC INDICATORS?

Requirement (A)(5)(a): One hundred percent of students in the Community School taking the Ohio Graduation Test will receive a passing score on all sections. If the Ohio Graduation Test is phased out and another assessment implemented in grades nine through twelve, then at least 75 percent of students will demonstrate success on that assessment's academic indicator(s).

Requirement (A)(4)(b): The Community School will maintain a 100 percent graduation rate.

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 Community School's audit for the year immediately following the year in which the citations were issued.

SECTION B(3). ENROLLMENT TRENDS

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

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

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

SECTION C: OPERATIONAL AND GOVERNANCE VIABILITY

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

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

INDICATORS OF OPERATIONAL AND GOVERNANCE VIABILITY

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

SECTION C(1). BOARD'S STRATEGIC PLAN

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

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

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

SECTION C(2). ETHICS

HAVE GOVERNING AUTHORITY ACTIONS BEEN FREE OF CONFLICT OF INTEREST?

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

Sciotoville Community School
224 Marshall St.
Portsmouth, OH 45662
IRN number 143644, to begin operations for the 2013-14 academic year.

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

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

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

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

If after the GOVERNING AUTHORITY has received a permanent or temporary Certificate of Occupancy and the Community School is issued a health or safety violation by a governmental agency, the GOVERNING AUTHORITY shall have a reasonable period of time to remedy the circumstances that caused the citation. In the event the GOVERNING AUTHORITY does not correct the violation to the satisfaction of the governmental agency who issued said violation within a reasonable period of time, the SPONSOR shall revoke this Letter of Approval to Operate, and the Community School shall cease operations until the violations have been satisfactorily corrected and the Letter of Approval has been re-issued by the SPONSOR.

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

If any of the required documentation that is set forth herein and provided by GOVERNING AUTHORITY, contains false or misleading information, or is in any way fraudulent, the SPONSOR may revoke this Letter of Approval to Operate at any time, and the Community School shall cease operations upon the date specified by the SPONSOR.

EXHIBIT 6: STATEMENT OF ASSURANCES

EXHIBIT 6: STATEMENT OF ASSURANCES

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

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

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

Sponsor: _____

School Name: _____

IRN# _____ County: _____

School
Physical
Address: _____

_____ City _____ State _____ Zip

School
Mailing
Address: _____

_____ City _____ State _____ Zip

School Building Phone: _____ School Building Fax: _____

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

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

OEDS-R Administrator: _____

OEDS-R Administrator E-mail address: _____

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

Treasurer: _____

Treasurer E-mail address: _____

Treasurer Phone: _____ Treasurer Fax: _____

Superintendent: _____

Superintendent Email: _____

Superintendent Phone: _____ Fax: _____

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

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

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

Name of Sponsor Representative:
Please Print

Title of Sponsor Representative:
Please Print

Sponsor Authorized Signature:

Date

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

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

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

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

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

Sciotoville Community School Governing Authority

Name	Role	Term	Address
Bill Shope	President	Determined by public vote	224 Marshall St. Portsmouth, OH 45662
Bob McCann	Vice President	Determined by public vote	224 Marshall St. Portsmouth, OH 45662
Bob Workman	Member	Determined by public vote	224 Marshall St. Portsmouth, OH 45662
Matt Hammer	Member	Determined by public vote	224 Marshall St. Portsmouth, OH 45662
Wendell Skinner	Member	Determined by public vote	224 Marshall St. Portsmouth, OH 45662

EXHIBIT 8: RELATED PARTY DISCLOSURE FORM

