

**MASTER CONTRACT**

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

**Dated as of March 1, 2014**

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**COMMUNITY SCHOOL CONTRACT**  
**For**  
**United Preparatory Academy**

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code effective July 1, 2014, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of United Preparatory Academy, located at 300 Dana Avenue, Columbus, OH 43223 (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 start-up Community School provides a high-quality education to its students and contributes significantly to Ohio’s effort to provide quality education options to needy children via a strong community-school program.

This Contract authorizes the continued operation of the Community School pursuant to Chapter 3314 of the Ohio Revised Code (the “Code”). Such school shall be a public school independent of the Columbus City School District and is part of the state education program. Pursuant to Code Section 3314.01, the Community School may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the school. The GOVERNING AUTHORITY of the Community School may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Code, other statutes applicable to community schools and the terms of this Contract. The Community School is educating children in grade or age equivalent grade levels Kindergarten through fifth.

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

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division, or affiliation of the SPONSOR in any of the Community School’s or the GOVERNING AUTHORITY promotional advertising, contracts, or other materials without the SPONSOR’S prior written consent, except that the Community School or the GOVERNING AUTHORITY may include the following statement in such materials, “United Preparatory Academy 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, 2014, and ending June 30, 2016 (the "Term") - provided, however, the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

1. A report of the progress of the Community School in achieving the educational objectives set forth in the charter;
2. A detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the Community School that will allow a comparison of such costs to other schools, both public and private;
3. Copies of each of the Annual Reports of the Community School, including the Ohio Department of Education report cards for the Community School and the certified financial statements;
4. Evidence of parent and student satisfaction; and
5. Such other materials and information as are 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 Performance Plan).

The renewal or nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal 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 nonrenewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state. In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed Contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a Renewal Application.

If the GOVERNING AUTHORITY of the Community School does not intend to renew the Contract with the SPONSOR, the GOVERNING AUTHORITY of 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 GOVERNING AUTHORITY of 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 of the Code, 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 nonprofit, public benefit corporation pursuant to Chapter 1702 of the Code for the entire term of this Contract.

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

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

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

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

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

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

To the fullest extent permitted by law, the GOVERNING AUTHORITY and Community School shall indemnify, defend and hold harmless the SPONSOR and any successor entity thereto and their respective members, officers, directors, trustees, employees, agents, affiliates and representatives, past and present, (collectively “the Sponsor Indemnitees”), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy or use of the property by the Community School, GOVERNING AUTHORITY and its faculty, students, patrons, employees, guests or agents; or (ii) any act or omission to act, whether negligent, willful, wrongful or otherwise by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, guests or agents; or (iii) a violation of any law, statute, code, ordinance or regulation by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, subcontractors guests or agents and/or any breach, default, violation or nonperformance 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, his or her 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 applicant 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 noncertified 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. Each classroom teacher initially hired by the school on or after July 1, 2013, and employed to provide instruction in physical education hold a valid license issued pursuant to section 3319.22 of the Revised Code for teaching physical education.

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

In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in one hundred five (105) consecutive hthe schools 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 nonvoting 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 a quarterly 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 noncompliance, deficiencies, material weaknesses or any other material findings;
2. Site visit records compliance or AOIS compliance (accurate/complete and on-time) falls below 79 percent for the year in any one category of records reviewed
3. The Community School receives an overall rating of "D" or lower; or
4. 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(H)(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 entered 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. In accordance with Section 3314.042, the GOVERNING AUTHORITY further agrees to comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Code. The GOVERNING AUTHORITY shall calculate and report student enrollment in accordance with Section 3314.08 and expend funds received as required therein. Said Financial Plan is attached hereto as Exhibit 2, and is incorporated by reference as if fully written herein.

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

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

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

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

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

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

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

**C. Governance Plan:**

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

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members, and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY’s Code of Regulations, Bylaws or the Ohio Revised Code. The GOVERNING AUTHORITY agrees that it will not have less than ten (10) regularly scheduled and periodic monthly meetings per year, absent extenuating or extraordinary circumstances, and that voting members will attend scheduled meetings, participate and be engaged as members of the Governing Authority each year. 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 school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reason therefore.

The GOVERNING AUTHORITY agrees to provide notices to students, parents, employees and the general public indicating that all of the Community School’s educational programs are available to its students without regard to race, creed, color, national origin, sex or disability. Further, the Community School shall provide a nondiscrimination 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 and/or the state in which to Community School is

located. The policy shall comply with the admissions procedures as specified in Section 3314.06 of the Code. Pursuant to Section 3314.08(F) the Community School may charge tuition for the enrollment of any student who is not a resident of Ohio.

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 nonteaching 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 Performance Plan (“Academic and Organizational Accountability 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 school 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**

The SPONSOR shall perform its obligations under this Contract pursuant to Section 3314.015(B) of the Code and 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 applicable laws 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 all applicable laws and terms of the Contract; (5) take steps to intervene in the Community School's operation, to the extent reasonable and within available resources, to correct problems in the Community School's overall performance, declare the Community School to be on probationary status pursuant to Section 3314.073 of the Code, suspend the operation of the school pursuant to Section 3314.072 of the Code, or terminate the Contract of the Community School pursuant to Section 3314.07 of the Code as determined necessary by the SPONSOR; and, (6) have in place a plan of action to be undertaken in the event the Community School experiences financial difficulties or closes prior to the end of a school year.

The SPONSOR agrees to comply with the standards by which the success of the Community School will be evaluated as set forth in Exhibit 4, which is attached hereto, and incorporated by reference as if fully written herein. The duties of the SPONSOR shall be in

accordance with the written agreement between the SPONSOR and the Ohio Department of Education.

The SPONSOR will not require the GOVERNING AUTHORITY and/or Community School to purchase, contract to purchase or use any supplemental services (treasury services, financial management services, etc.) offered by the SPONSOR or any affiliate of the SPONSOR.

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

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

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

The GOVERNING AUTHORITY shall comply with all of the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person, on the basis of such handicap, from participation in any programs or activities of the Community School and shall provide free appropriate public education to such qualified handicapped person.

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

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

**Article VI. Site Visits**

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

**Article VII. Letter of Approval to Operate**

Should the GOVERNING AUTHORITY elect to move the Community School to a new location, the GOVERNING AUTHORITY shall neither commence school operations nor in the new location begin classes for students until it has received a letter of approval to operate ("Letter of Approval") issued by the SPONSOR, the requirements of which are attached hereto

as Exhibit 5, and incorporated by reference as if fully written herein, and any other health and safety certificates or documentation required by the appropriate governmental agency. The SPONSOR shall issue to the GOVERNING AUTHORITY a Letter of Approval within seven (7) business days after receipt of the required documentation. If the GOVERNING AUTHORITY receives no response from the SPONSOR within fourteen (14) business days after receipt of all the required documentation, the GOVERNING AUTHORITY shall be authorized to begin classes.

Once classes begin, the Community School may continue to hold classes for students until such time that its Certificate of Occupancy or Temporary Certificate of Occupancy and/or any other required health and safety certificate is revoked by a governmental agency due to violations of health and safety standards, or until such time as school operations are suspended pursuant to this Contract and Ohio law, or this Contract otherwise terminates or expires pursuant to the provisions herein.

The parties to this Contract understand and agree that the provisions of Article VII of this Contract do not restrict or alter the SPONSOR'S authority to suspend the operation of the Community School in accordance with Article IX of this Contract and Ohio law.

#### **Article VIII. Probationary Status**

In lieu of termination of the Contract or suspension of the operation of a Community School, the SPONSOR may declare in written notice to the GOVERNING AUTHORITY that the Community School is in a probationary status for the following reasons:

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

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR's notice of the Community School being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances,



if the assurances provided by the GOVERNING AUTHORITY are not sufficient the Contract may be terminated or operations of the school may be suspended pursuant to Article IX of this Contract.

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

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

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

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

#### **Article IX. Suspension of Operation**

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

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall immediately notify the employees of the Community School

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

**A. Health and Safety**

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
6. 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 Contract. Such notice shall explain the reasons for the SPONSOR'S intent to suspend operation of the Contract 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 Community School records, including student records, during the suspension; (ii) provide the means and capability to access Community School records, 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 Community School records, including student records during the suspension period. During the suspension period, the SPONSOR'S designated representative shall have access to and may remove Community School records, 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. However, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

### **Article X. Expiration/Termination of Contract**

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

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

entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;

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

The notice shall include the reason for the proposed termination of the Community School in detail, the effective date of the termination or nonrenewal and a statement that the GOVERNING AUTHORITY may, within fifteen (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 fifteen (14) days of the receipt of a request for the hearing. Not later than fifteen (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 nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07.

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

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

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

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

If the Community School (i) permanently closes and ceases its operation or (ii) closes and ceases to operate, the Community School shall comply with Section 3314.074 of the Code and

proceed according to the Contract termination contingencies set forth in the Governance and Administration Plan, Exhibit 3, which is attached hereto, and incorporated by reference as if fully written herein.

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

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

Upon the GOVERNING AUTHORITY's receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, (iii) provide the means and capability to access Community School records, 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 Community School records, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, 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 Community School records, 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 cthe schoolt 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, military status, national origin, sex, age, disability or ancestry.

#### **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 cthe schoolse 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 cthe schoolier, 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.

To GOVERNING AUTHORITY:

GOVERNING AUTHORITY  
Attn. Andrew E. Boy  
1469 E. Main Street  
Columbus, OH 43205

Copies to:  
Attn. John Shockley  
1469 E. Main Street  
Columbus, OH 43205

If to SPONSOR:

The Thomas B. Fordham Foundation  
Attn. Michael J. Petrilli  
1016 16<sup>th</sup> Street, N.W., 8<sup>th</sup> Floor  
Washington, D.C. 20036

Copies to:

The Thomas B. Fordham Foundation  
Attn. Vice President, Sponsorship  
2600 Far Hills Avenue, Suite 216  
Dayton, Ohio 45419

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

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

Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

#### **Article XXIII. Force Majeure**

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

#### **Article XXIV. No Third Party Rights**

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

**Article XXV. Non-Agency**

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

**Article XXVI. Statement of Assurances for Start-Up Schools**

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

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

By:   
Michael J. Petrilli  
Executive Vice President

DATE: May 2, 2014

**THE GOVERNING AUTHORITY OF  
UNITED PREPARATORY ACADEMY**

BY:   
Governing Board Representative

DATE: 5/2/2014

## **EXHIBIT 1: EDUCATION PLAN**

### **A.1 Mission**

United Preparatory Academy (UPA) prepares elementary school students to achieve academic excellence and become citizens of integrity. High expectations for scholarship and behavior and an achievement-oriented school culture ensure all students are equipped to enter, succeed in, and graduate from the most demanding middle schools, high schools and colleges.

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

High expectations start at the door. Character counts. Systems and procedures ensure an orderly learning environment. Accountability is key. Nightly homework reinforces the foundational academic concepts that are vital to a college-preparatory curriculum. United Preparatory Academy's first priority is the measurable academic achievement of its students. UPA believes that all students must be able to read with clarity, comprehension and insight, write with focus, details, and logic, and compute and think with accuracy and intelligence. A structured, disciplined environment, in which academic achievement in the core subjects is expected and the norm, will lead to success in elementary school, and will lay the foundation for middle school, high school, and college. All curricula will be aligned to the Common Core standards.

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

The school program goals include focusing on the needs of students for academic and life success realized through high school and eventual college graduation. The school program goals are realized through providing a safe and structured environment where UPA is able to support students to achieve academically and develop strong character values in order to meet student's own personal goals. In addition, the school program goals focus on accountability, standard-based curriculum, and high expectations with measurable goals. UPA strives for strong academic outcomes for all students. United Preparatory Academy has specific core values on how learning best occurs and how to meet the rigorous standards UPA holds for the school and the school students. Specifically:

1. UPA holds high academic and behavioral expectations for every student.
2. UPA engages and grow competent and experienced school leadership and staff.
3. UPA offers a rigorous academic program with intentional student supports, and a comprehensive character education program.
4. UPA provides clear standards, research-proven curriculum, and frequent assessments.
5. UPA is a mission-driven school community.

### **A.2 Geographic Boundaries**

United Preparatory Academy will permit the enrollment of students who reside in any other district in the state. UPA will concentrate recruitment efforts in the Columbus City Schools district boundaries, as well as a number of adjacent districts, such as Whitehall or South-western City Schools, since UPA is located on the west side of Columbus.

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

The academic program and the teaching methodologies that inform the development of the school educational program include:

Extended Learning Time

Uniform Instructional System

Teaching for Mastery

Strategies and Supports for Student Mastery of Instructional Materials

Team Teaching

Intensive Focus on Literacy and Mathematics

A Rigorous Standards-Based Curriculum: Core content areas of literacy, mathematics, social studies, and science

Character Education Curriculum

Extended Learning Time

A critical teaching methodology at United Preparatory Academy is to provide teachers more time to teach and support students, and to provide more time for students to learn and advance. UPA will use the extended time to maximize the academic success of the school students.

Beginning in Kindergarten, UPrep students attend school from 7:45 am until 3:45 pm. UPrep will offer an extensive after-school enrichment program, optional for students. The extended day is designed to provide more time for learning in addition to opportunities for tutoring, enrichment, and support supports. The day begins and ends with flexibility allowing teachers the opportunity to schedule individual tutoring. In addition, the school year will extend to 184 days.

Instructional time is also extended in literacy and mathematics. Students will receive approximately 850 minutes of weekly literacy instruction and 450 minutes of weekly math instruction.

The school schedule and instructional time may be changed at the discretion of the school.

Uniform Instructional System

To maximize learning, all teachers in all grades follow a Uniform Instructional System (UIS). Working within a model that provides for direct instruction, guided practice, and student mastery, teachers use an instructional approach often referred to as “I do,” “We do,” “You do.” Teachers begin by making a connection to the student’s prior learning and directing the teaching to the lesson’s objective (“I do”). Students then move to practicing content with the teacher’s guidance (“We do”). After the teacher feels confident in the students’ understanding as a group, the lesson moves into individual student practice (“You do”).

Teachers will use a Unified Blackboard System (UBS) with elements that include: 1) Do Now, or lesson starter, 2) Aim or learning objective, 3) Agenda or steps for the lesson, 4) and Homework. Each teacher will begin instruction with a Do Now, a five minute quiet activity to get students engaged in the lesson. On the board, the teacher will have already written the Aim or

learning objective and agenda for the day. The homework assignment will also be posted so students know what is expected of them following the lesson.

In all grades, including Kindergarten and first grade, students receive a weekly syllabus to inform parents about the daily agenda, homework, and learning objectives

#### Teaching for Mastery

Assessment is essential for measuring students' academic needs and ensuring that all students are mastering the learning standards. At the beginning of every school year, incoming students are assessed with age-appropriate, standardized assessment tools giving teachers assistance in the process of designing curriculum, lessons, and pacing, as these formative, benchmark assessments provide a clear understanding of current student mastery. At the end of each year, UPA will administer these same assessments in order to measure individual and cohort longitudinal progress and the efficacy of the curriculum and instruction, designing refinements and changes as needed.

UPA will utilize Ohio standards-based interim assessments will be developed by school leadership and staff, and administered to students every trimester. UPA may utilize other standards as UPA deems appropriate. Teachers will meet with the School Director and Director of Instruction and Curriculum after each assessment to discuss the results and to create an action plan when reteaching is necessary. Student performance data drives whole class instruction, small group work, and one-on-one tutoring.

#### Strategies and Supports for Student Mastery of Instructional Material

UPA offers:

Clear, engaging, high-quality lessons in the classroom

Increased learning time relative to other district schools

Pull-out and push-in instruction by teachers certified with a special education credential and related services such as speech, occupational, and physical therapy for students who require it

Tutoring for students who require additional individual and small-group attention

Intentional English Language Learner supports

#### Team Teaching

An innovative method in the school school is the use of team teaching. Team teaching is a creative way to lower the student/teacher instruction ratio, provide for shared teaching experience, and allow for teacher prep time within the work day. All grade level teachers will plan together and deliver the same lesson plans.

The grade-level teams will work collaboratively to plan and prepare lessons, create classroom materials, and collaborate on how to meet the needs of struggling students. The team teaching model will also allow us to divide students into flexible ability-based reading groups, which will allow us to further individualize literacy instruction.

#### Intensive Focus on Literacy

United Preparatory Academy will provide over three hthe schools of literacy instruction every

day from Kindergarten through fifth grade. UPA will employ a research-proven, balanced-literacy program such as Open Court Reading or SRA Reading Mastery that includes a significant focus on phonics and utilize Reading Mastery for phonics instruction. Students in Kindergarten through third grade will receive intensive phonics and phonemic awareness instruction to ensure they have a solid foundation in fundamental reading skills. If there still is a need for extensive phonics instruction in reading and writing after the third grade, students will have one-on-one tutoring with a teacher to improve their skills.

### Literacy in the Early Grades

The literacy program in the early grades is based on the five components of a balanced literacy program as outlined by the federal government: phonemic awareness and phonics, fluency, vocabulary, comprehension, and writing.

The literacy program at United Preparatory Academy will be divided into five school reading blocks, with an additional block for read-alouds:

Block 1: Guided Reading (reading comprehension, modeling reading instruction, and developing vocabulary)

Block 2: Direct Instruction (phonemic awareness, phonics, and decoding)

Block 3: Comprehensive Writing Program (language mechanics, organization, genre study, grammar)

Block 4: Computer Station (reinforce phonemic awareness, phonics, vocabulary, and decoding skills mastery through individualized programming)

Read-Alouds (fluency, vocabulary, reading comprehension)

### Phonemic Awareness and Phonics

UPA will provide a balanced literacy approach directly teaching sound-symbol relationships, including ample practice with phonemic awareness, and phonics using Reading Mastery literacy programs.

### Fluency

In order to ensure all the school readers are fluent, students will be encouraged to read aloud and be read to daily by parents/teachers to increase their decoding ability and fluency rate. Read-alouds, direct reading instruction, and independent reading all work to increase student fluency. UPA will test all students' fluency on a regular basis in the primary years to ensure students are progressing. Fluency is taught through adult modeling and student practicing. In Kindergarten, as children are learning to decode, an important aspect to becoming strong readers is having access to engaging read alouds. Read alouds are a core component of the UPrep literacy program.

Every day at United Preparatory Academy begins with a read aloud and includes additional read alouds during literacy blocks and infused within curricula areas like Science, Social Studies, and Character Education.

### Vocabulary

Embedded in the Open Court and Reading Mastery programs are strong vocabulary

strands, and UPrep teachers will use these programs to build the vocabulary skills of the school students

Students will have independent reading time. UPA will utilize a leveled library system to ensure students are reading books at their appropriate reading levels. A leveled library is a system for coding books by reading level, e.g., levels A, B, or C is a Kindergarten reading book. The leveling system is based on text analysis and language characteristics. Using this system, teachers will assess students reading ability and help students choose appropriate books at “their just right reading level.” Teachers will model comprehension strategies at the start of minilessons and students will utilize these strategies during their independent reading time.

### Comprehension

United Preparatory Academy teachers will build student comprehension skills in two different ways. First, through the study of literature (each grade level reads a mix of fiction and nonfiction), teachers will develop students’ comprehension skills that meet the Common Core Standards using these texts. A standards-based novel unit creation tool aids teachers in developing standards-based questions for novels, and teachers share this base of top-quality units with each other as part of regular professional development and common planning time.

In addition to building comprehension through literature, students will learn to deeply analyze text. Using shorter pieces of primarily poetry and nonfiction, students will learn to identify question types and go back to the text to find the answers to those questions. Students will present both written and oral presentations to demonstrate comprehension.

### Writing

UPA will offer a rigorous writing curriculum that is designed to have students produce writing with excellent organization, elaboration, and flow in multiple genres. The curriculum will have a heavy focus on sentence structure, basic grammar, and paragraph formation. Students will be expected to complete daily oral language activities that support the development of grammar skills. Teachers will use a variety of grammar materials in daily minilessons. Moreover, students will learn step-by-step how to develop excellent sentences structures, paragraphs, and essays. Extensive prewriting, drafting, revising, and editing will take place on all pieces of writing. UPrep students will be able to produce top-quality narratives, expository and persuasive essays, research papers, and literary analysis essays. A strong foundation in phonics ensures students are fluent readers able to analyze text using explicit comprehension strategies.

### Literacy in Upper Grades

A foundation of strong literacy skills developed in the primary years through the instruction of a balanced literacy program will allow the literacy instruction in the upper grades to focus powerfully on deep comprehension of a variety of fiction and nonfiction texts. UPA recognize that reading proficiency is essential to the mastery of all other academic subjects; therefore, students must graduate from United Preparatory Academy reading at or above grade level in order to be successful in middle school, high school and college. UPA will provide over 200 minutes per day of English language arts instruction in grades fthe school and five.

The language arts program will be based on Common Core Standards, utilizing textbooks and



teacher-created curriculum and using a variety of resthe schoolces to enhance student learning. Supplemental materials include the use of respected literature anthologies, leveled libraries and guided reading, and daily grammar and writing exercises. Teachers will also use primary historical documents and nonfiction texts—i.e., *Time Magazine for Kids*.

Literacy instruction in grades fthe school and five will make the transition from emphasizing phonics and phonemic awareness to intermediate grammar and novel reading. Students will begin dissecting sentences and classifying various parts of speech, and they will read books with higher-level vocabulary and complex novel plots.

Finally, there will be a focus on literacy in all subjects for all grades. Classes in social studies and science will be able to serve both as an opportunity to develop students' core reading skills to a greater degree, as well as to increase their content knowledge in these subjects. Character education will utilize literature-based lessons. Increasing reading fluency across subject areas will allow students to access content in all of their classes to a greater degree.

#### Intensive Focus on Mathematics

From Kindergarten through third grade, United Preparatory Academy students will take: (1) a daily mathematics cthe schoolse that focuses on computation and (2) a daily mathematics resources that focuses on application and other critical math skills (calendar, money, number line, etc.). In fthe schoolth and fifth grades, math classes include mathematics procedures (focusing on math computation) and mathematics problem solving (focusing on math application).

In the early grades, students will use the EngageNY curriculum, a highly effective curriculum that gives students an exceptionally strong foundation in arithmetic skills, procedural computation, and conceptual understanding. All UPrep students will know their addition and subtraction facts by the end of second grade and their times tables by the end of third grade. Students will be expected to complete basic addition, subtraction, multiplication, and division computations to 95 percent accuracy. Teachers will require students to apply this strong basic skills knowledge in challenging problem-solving situations. Specifically, students will be expected to: use basic symbols to solve simple and complex problems; gather and interpret data using graphs and charts, predict outcomes of probability experiments; and solve problems involving proportional relationships. UPA will use a problem-solving supplement that provides daily demonstration of problem-solving skills.

Math lessons will follow a structured lesson plan designed for maximum success. The first 25 minutes of class and all homework assignments will include cumulative review. There will also be daily sections for basic facts review and problem solving. Concepts will be introduced in a set sequence, emphasizing both step-by-step approaches and explanations for all mathematical processes. Math classes will also make use of the rap, rhythm, and rhyme techniques pioneered by Harriett Ball and as used successfully by many of the highest performing public schools serving urban students.

#### Social Studies

The school social studies curriculum will prepare students for the comprehensive and

challenging Common Core Standards once they matriculate into middle school. Teachers will use the Core Knowledge textbook program to present curriculum in an engaging and challenging format. Teachers will expect students to master the key concepts and vocabulary, and they will also teach them to analyze primary sources, debate different points of view, and make cause-and-effect connections. Social studies classes will be fast-paced and teachers will work with students to hone their nonfiction reading skills, learn important content, and apply and retain it in written essays and oral presentations.

### Science

Science instruction will combine student mastery of core vocabulary and conceptual knowledge with the application of scientific principles in laboratory settings. Using the hands-on Delta science curriculum will ensure that students have access to an engaging and challenging curriculum. Science assessments, for example, will include sections that focus on the key terms and ideas of a unit as well as a performance task component that will require students to synthesize and analyze data from laboratory experiments. Science teachers will also actively work to reinforce key mathematical concepts, especially graphing and measurement skills.

### Character Education Curriculum

Established systems such as Morning Meetings will be used to inform the development of the UPrep character education curriculum. In addition, students will learn the UPrep core values through the use of developmentally appropriate texts that highlight and teach the core values. The character education program is designed to infuse the life skills necessary for self-motivated, competent, and lifelong learning. As part of this program, all students will become familiar with and practice the school's core values of grit, respect, empathy, achievement, and teamwork. These values are the basis of a school culture that provides a safe and productive environment necessary for the academic, social, and emotional growth of every student. This character education curriculum reflects how UPA will prepare students to: (1) be able to graduate from middle and high school and (2) fulfill the school work towards ensuring students graduate from college.

### Textbooks and Common Core Standards

The academic program at United Preparatory Academy begins with the rigorous Common Core Standards. Teachers will use standards-based, research-proven curricula for the core academic subjects. The selected textbooks are research-proven curricula and are aligned to the Common Core Standards.

Literacy: Reading Mastery

Math: EngageNY

Social Studies: Core Knowledge

Science: Delta

### Clear Promotion Guidelines

Students at United Preparatory Academy are held to rigorous promotional standards. If students are unable to meet the academic grade level standards as indicated in the grading policy or do not adhere to the attendance policies of the school, they may be candidates for retention. Students at risk for retention will be identified and individualized learning plans will be planned and

communicated with the student and family. If students are unable to meet grade level standards as documented by grades, assessments, comprehensive exams, or attendance, students may be required to repeat a grade.

#### Evidence-Base for Instructional Program with Targeted Population

The UPrep mission and vision are based on best practices studied at high-achieving charter schools that serve a similar population and hold a similar college preparatory mission. During the design of United Preparatory Academy, members of the founding team have visited and/or learned from the following schools:

Achievement First Crown Heights—New York, NY  
Boston Collegiate Charter School—Boston, MA  
Edward Brooke Charter School—Boston, MA  
Equitas Academy – Los Angeles, CA  
Excel Academy Charter School—Boston, MA  
Leadership Preparatory Charter School—Brooklyn, NY  
Memphis College Prep – Memphis, TN  
Milwaukee College Preparatory—Milwaukee, WI  
Namaste Charter School – Chicago, IL  
North Star Academy—Newark, NJ  
Roxbury Preparatory Charter School—Boston, MA

#### Instructional Program: Targeted Student Groups

Student supports are designed to meet individual students' needs and in addition specifically address the needs of socio-economically disadvantaged students, high achieving students, students achieving below grade level, and special education students. Student supports are also designed as a means for prevention, intervention, and acceleration of learning.

The teaching methodologies as well as components of the school instructional program outlined have all been shown to be highly successful with the school target student population. As a charter school, UPA has the ability to use innovative ways to meet students' academic needs. English language acquisition, the development of a college preparatory focus, more time to learn, and daily student supports are all key to the school students' success in the earliest grades.

Extending the learning day will help advance the learning of all students, including students who need academic supports or opportunities for accelerated learning. For example, students who need additional literacy development will get specific time during the extended day for support. For high-achieving students, acceleration can also occur during this time. All primary students receive intensive instruction in language arts and mathematics.

Within the school educational model, students are further supported through the following key elements.

#### Differentiated Instruction and Flexible Ability Reading Groups

As part of the school literacy program, and to meet the needs of individual students, flexible

ability reading groups allow focused instruction at the appropriate skill level. In order to differentiate instruction for students at different academic levels, classes will present the same content but the instruction will vary according to the ability levels of the group. All students will be placed into a flexible ability reading group based on the baseline data generated from testing during the student orientation period. As students' reading ability develops, they will be able to transfer to different ability level reading groups throughout the year. Flexible ability reading groups will be used primarily in language arts instruction in the primary years.

#### Highly-Structured Learning Environment

Creating a structured environment allows teachers to focus on teaching and allows students to learn. Expectations will be outlined in the student code of conduct which will be presented and re-presented: during a meeting at the student's home before their first day of school; on a family contract that must be signed by families and students; and in classrooms during orientation and during the first days of school.

#### Common School-Wide Procedures

Specific behaviors will be taught through common school-wide procedures which infuse the school daily rituals and routines. The school's Code of Conduct is clear and detailed and includes both positive and negative consequences for behavioral choices. Students who exemplify school values and positive behavioral choices will earn rewards such as the opportunity to go on extra field trips while students who violate the Code will lose privileges such as choice time, field trips, and fun activities. Families will be notified of their child's behavior on a weekly basis (or more frequently as needed), so that parents can be involved in helping students to reach all academic and behavioral expectations. Significant and repeated violations of the Code of Conduct will result in families being called into school to create a solution and, habitual disruption can result in more serious disciplinary action.

Emphasis on the school daily, weekly, and annual rituals, in addition to uniformity in practice across classrooms will allow students to understand and live up to school expectations. UPA will provide professional development time before school begins to ensure all teachers use similar behavioral systems (i.e., school wide systems for distribution of papers, materials, behavioral systems, and homework distribution/collection).

#### Individual Work Folders

As primary students enter in the morning, they will have Bright Work folders that contain academic assignments to practice learning. The Bright Work folders include practice work for students which can be remediation or acceleration depending on the needs of the students.

#### Homework Systems

Homework at United Preparatory Academy will be a review of instruction and will help students' master skills and content learning. This helps students develop study skills and habits necessary for academic success. Students will read for 15-30 minutes each night and will be required to complete 30-60 minutes of homework depending on their grade level. Homework will be assigned starting in Kindergarten, and students will receive more homework as they progress grades. Parents will be notified and counseled if students do not complete their homework. If parents are unable to complete the nightly required reading with their child, the

teacher will read with the child during the choice time to ensure all students are read to on a daily basis in the primary years.

### Tutoring

Tutoring will take place before, during and after school. During enrichment time in the school day, students will be able to access additional tutoring with teachers. Students who demonstrate weakness in a core content area will attend tutoring for a six week period, until those students demonstrate on an interim assessment that they are now successfully mastering the class material. During the six week tutoring sessions, teachers will review the content from the previous six weeks. At the end of the six-week tutoring session, students will be retested. If a student scores 70 percent or lower once again, he/she will attend tutoring for an additional six weeks.

### Parent Communication

Communication is integral to parent participation and student success. UPA will inform parents of student progress through daily, weekly and monthly systems in the families' home language. These systems include immediate phone calls, regular correspondence, trimester report cards, and two formal parent-teacher conferences. weekly homework syllabi, behavior and reading logs, and monthly newsletters will keep parents informed about their child's progress at school. Parents can also access teachers through voicemail and email to get immediate daily concerns addressed. All communications will be accessible to families who speak a language other than English.

Parents will be informed of their child's academic and behavioral progress at regular intervals every six weeks. The assessment system is set up as three trimesters with progress reports and benchmark assessments every six weeks. Parents will receive progress reports to inform them of their child's grades, academic strengths and weaknesses and any concerns about promotion to the next grade. In the primary years, communication will be more frequent. Teachers will call parents at home every two weeks. Also, a weekly syllabus will inform parents about key learning, homework, and standards to be met that week

### **A.3.1 Classroom- and Non-classroom-based Learning Opportunities**

Classroom-based learning opportunities are described throughout this Exhibit and may include but are not limited to instruction in the subjects set forth, tutoring opportunities and student projects. Non-classroom-based learning opportunities may include but not be limited to field trips, programs and/or events.

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

United Preparatory Academy will serve students from the most underserved areas of Columbus. The target population will be students who live in poverty and currently attend or will attend the poor-performing elementary schools of Columbus City Schools. The metric UPA will use to determine the school success in serving the school target population is the percentage of the school student population that receives free or reduced-price lunch. The school goal is to maintain a free/reduced-price lunch population of greater than 75 percent.

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

The school calendar and schedule are subject to change by the school’s leadership and/or board. More access to effective instructional time increases learning. Students will attend UPrep for an extended school day. School opens at 7:30am and dismissal is at 3:45pm for all grade levels. In grades K–5, when foundational academic development lies at the heart of the school educational program, total extended learning for students encompasses over 20 percent more instructional time than a regular public school.

Hthe schools in school day:	8
Number of Instructional Minutes per day:	390
Number of Instructional School Days per year:	184
Number of Before School hthe schools devoted to academics:	.5 (or as needed)
Number of After School hthe schools devoted to academics:	1.5 (or as needed)
Number of days devoted to staff development during school year:	10
Number of days devoted to staff development prior to school opening:	22

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

#### **Students with Learning Disabilities**

United Preparatory Academy will serve all students regardless of ability and will comply with all state and federal statutes, including Title II of the Americans with Disabilities Act (ADA), the Individuals with Disabilities Education Act (IDEA), and section 504 of the Rehabilitation Act of 1973. UPA will educate students with disabilities in the Least Restrictive Environment (LRE) and with their nondisabled peers, to the extent appropriate and allowed by each student’s Individualized Education Plan (IEP). The school will not discriminate in admission and enrollment practices against students having or suspected of having disabilities.

UPA believes that all students regardless of ability can achieve academically. UPA will provide students with disabilities with a Free and Appropriate Public Education (FAPE), and to ensure that all students’ needs are well met, United Preparatory Academy will hire teaching staff who have the appropriate special education licensure issued by the Ohio Department of Education, and UPA will hire an Intervention Specialist to work closely with the Director of Curriculum and Instruction and all teachers and students to provide accommodations and modifications as needed.

The Intervention Specialist will also maintain records and adhere to the following processes to ensure that United Preparatory Academy meets every student’s needs:

Upon enrollment families will complete questionnaires to identify if their child has received special education services or has been diagnosed as having a disability.

Once students are enrolled in the school, the Intervention Specialist will communicate with families regarding students already receiving Special Education Services.

The staff will implement existing IEPs and provide an appropriate education within the Least Restrictive Environment and as appropriate, will meet with families to rewrite IEPs.

For all students, academic progress will be monitored regularly and students who are not showing academic progress will receive additional supports, such as in-school tutoring. If progress is not made through such supports the staff will begin the prereferral process, and the Intervention Specialist will work closely with teachers to identify alternative strategies within the classroom to support that student.

The strategies will be implemented in the classroom immediately. If the student does not show improvement, the school will recommend an evaluation, and with parental consent will conduct an evaluation with an appropriately licensed professional.

When an evaluation indicates evidence of a disability and that special education services are appropriate, an IEP team including the parent(s), the Intervention Specialist, a regular education teacher, and the student (if age appropriate) will develop an IEP for the student and agreed upon special education services will be provided.

All IEPs will be evaluated annually and revised as needed by the IEP team. All students receiving special education services will be reevaluated at least once every three years.

To the greatest extent possible, United Preparatory Academy will serve all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, UPrep will meet those needs with existing or appropriately licensed contracted staff.

#### Limited English Proficiency Program

United Preparatory Academy will serve its LEP students in accordance with all applicable Federal Laws and Regulations and in compliance with Ohio Revised Code Section 3301.07.11. LEP students are subject to all state testing requirements.

United Preparatory Academy will follow all Ohio guidelines for identifying LEP students.

Specifically:

Upon enrollment into the school, all students will receive a home-language survey of languages spoken in the home.

UPrep will identify students whose primary language or home language is other than English (PHLOTE).

Students whose dominant language is not English will receive an assessment of English proficiency using instruments and techniques approved by the district and likely to include the Language Assessment Scales (LAS).

Educational programs will be responsive to these specific needs and in compliance with state and federal guidelines.

UPrep will report the number of LEP students attending the school to the district and the state.

At a minimum, UPA will assess students' progress in learning English on an annual basis using procedures approved by the Ohio Department of Education.

#### Structured English Immersion

Students of limited English proficiency will receive the same academic content as those students

who are native speakers of English. All classroom instruction will take place in English. However, the level of English used for written and spoken instruction will be modified appropriately for LEP students with the stated purpose of holding every student to high academic standards.

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

The academic program at United Preparatory Academy is well prepared for high performance for Limited English Proficient Learners. Most prominently, students will receive 100 minutes of literacy instruction each day, which may include instruction in phonemic awareness and phonics. The double literacy periods will also allow for LEP pull-outs as needed.

#### Gifted Students

Just as individualized instruction after school can be used for students who are struggling, this individualized instruction will support those students who need acceleration beyond the curriculum.

Students who are performing above grade level may participate in the After-School All-Stars enrichment program instead of Focus or intervention. Students who excel in social studies and science may receive special projects in place of subject material that has already been mastered. Different reading, of a higher grade level, may be assigned in reading. Flexible Ability Groupings will also support the learning needs of the school gifted students.

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

#### Homeless Students

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

a supervised, publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);

an institution that provides a temporary residence for individuals intended to be institutionalized;

or

a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

In compliance with the Stewart B. McKinney Homeless Assistance Act, the school shall: review and revise policies and regulations to eliminate barriers to the enrollment, retention, and success in school of homeless students;



appoint a school liaison whose role is to facilitate and increase the enrollment and success of homeless students in school; and  
homeless students are provided with transportation services that are at least comparable to the service provided to nonhomeless students.

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

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

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

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

Academic Goal Statement 1: Students at United Preparatory Academy will become competent readers and writers of the English language.

Measurable Target(s) with Metric(s):

90 percent of students who have attended the school for fthe school or more years will score proficient or higher on the PARCC Language Arts assessment.

Metric: PARCC

The percentage of students who have attended the school for fthe school or more years who attain a proficient score on the PARCC Language Arts assessment will exceed the average percentage for Columbus City Schools by at least 15 percent.

Metric: PARCC

80 percent of UPrep students will annually demonstrate one year and a half of academic growth in reading on the NWEAA MAP.

Metric: NWEA

100 percent of UPrep students will annually demonstrate a minimum of one year of academic growth in reading on the NWEA MAP.

Metric: NWEA

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

Measurable Target(s) with Metric(s):

90 percent of students who have attended the school for fthe school or more years will score proficient or higher on the PARCC Mathematics assessment.

Metric: PARCC

The percentage of students who have attended the school for five or more years who attain a proficient score on the PARCC mathematics assessment will exceed the average percentage for Columbus City Schools by at least 15 percent.

Metric: PARCC

80 percent of UPrep students will annually demonstrate one year and a half of academic growth in mathematics on the NWEA MAP.

Metric: NWEA

100 percent of UPrep students will annually demonstrate a minimum of one year of academic growth in mathematics on the NWEA MAP.

Metric: NWEA

Academic Goal Statement 3: Students at United Preparatory Academy will be competent in the understanding and application of scientific reasoning.

80 percent of UPrep students will score 80 percent or higher overall on science interim assessments in science. Metric: interim assessments

Academic Goal Statement 4: Students at United Preparatory Academy will be competent in the understanding and application of social studies.

Measurable Target(s) with Metric(s):

80 percent of UPrep students will score 80 percent or higher overall on social studies interim assessments. Metric: interim assessments

Character Goal Statement 5: Students at United Preparatory Academy will improve their character skills each year through embodying and exemplifying the core school values of Grit, Respect, Optimism, Wonder, Teamwork, Empathy, Achievement, and Mission. .

Measurable Target(s) with Metric(s):

75 percent of all students in each cohort will maintain a character report average of 80 percent or higher. Metric: Character report

90 percent of all students who attend United Preparatory Academy for six consecutive years will graduate the school program with a character report average of 85 percent or higher.

Organizational Viability Goal Statement 6: United Preparatory Academy will be fully enrolled and demonstrate high levels of daily attendance and student retention.

Measurable Target(s) with Metric(s):

United Preparatory Academy student enrollment will be at 100 percent of projected enrollment described in the charter application at the beginning of each school year.

Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.

90 percent of students who begin the school year at United Preparatory Academy will remain in the school throughout the academic year.

Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.

90 percent of students who complete the school year at United Preparatory Academy will reenroll for the following school year.

Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.

Average daily student attendance at United Preparatory Academy will be at or above 95 percent over the course of each school year.

Metric: The community school will track enrollment numbers and provide detailed analysis in annual report.

Organizational Viability Goal Statement 7: United Preparatory Academy will demonstrate fiscal viability that focuses on student achievement and responsible use of public monies.

Measurable Target(s) with Metric(s):

Approved school budgets for each school year will demonstrate sound allocation of resources in support of the school's mission.

Metric: The Board of Trustees will create a Finance Committee that will monitor and approve all monthly and annual budgets.

Each year the school will provide annual balanced budgets with consistent cash reserves. Metric: The Board of Trustees will create a Finance Committee that will monitor and approve all monthly and annual budgets.

Yearly audits performed by the office of the Auditor of Ohio will show the school's sound fiscal management of public resources meet or exceed GAAP. The findings of these audits will be submitted in a timely manner to the sponsor and the Legislative Office of Education Oversight or any other requesting state agency or office. Metric: The Board of Trustees will create a Finance Committee that will secure an audit performed by the office of the Auditor of Ohio.

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

Measurable Target(s) with Metric(s):

Average parent satisfaction with the academic program, as measured by an annual survey at the conclusion of the school year, will exceed 85 percent of respondents.

Metric: The community school will administer parent surveys annually.

Average parent satisfaction with the clear and open communication by the faculty and staff, as measured by an annual survey at the conclusion of the school year, will exceed 85 percent.

Metric: The community school will administer parent surveys annually.

Faithfulness to Terms of Charter Goal Statement 9: Students at United Preparatory Academy will be prepared for success in college preparatory middle schools.

Measurable Target(s) with Metric(s):

100 percent of students who attend United Preparatory Academy for six consecutive years will enroll in college preparatory middle schools.

Metric: The Community School will track the middle schools into which the graduating fifth

graders enroll. Middle schools in which 75 percent of their graduates matriculate to college-preparatory high schools will be considered college preparatory.

In a survey given to parents of 5th grade students who have attended United Preparatory Academy for six consecutive years, 90 percent will agree or strongly agree with the statement, “United Preparatory Academy prepared my child for success in middle school.”

Metric: The Community School will administer parent surveys annually.

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

The following beliefs inform the school Code of Conduct:

**Safety.** The Code of Conduct is designed first and foremost to ensure that United Preparatory Academy is safe for every student at all times.

**Respect.** One of the core values of United Preparatory Academy is respect. Respectful behavior is a hallmark of effective character development and facilitates strong community.

**Self-discipline.** By learning to behave professionally, students learn skills useful beyond the walls of UPA. Students who behave well in school, speak in public, and are helpful to others will develop strong self-advocacy skills that will serve them well throughout their lives.

**Clear consequences.** Many disciplinary problems can be avoided by having clear, well-articulated consequences. The students of United Preparatory Academy will know exactly what behavior is expected and what consequences will result if the expectations are not met. The school will communicate with parents at all times about any disciplinary consequence.

**Uninterrupted learning.** The purpose of this code is to remove distractions from the classroom so that students can commit 100 percent of their attention to academic learning.

#### **Rules**

In order for all teachers to focus on teaching, all students to focus on learning, and to ensure the safety of all members of the school community, United Preparatory Academy has established a clear set of rules for student behavior.

The following rules inform the school expectations for all students:

Students will exhibit respectful behavior toward other students, teachers, school leadership and the school community.

Students must arrive to school in the United Preparatory Academy uniform every day.

Students must attend school every day. Absences are excused only for illness, religious observance, or family emergency, and must be verified in writing by a parent/guardian.

Students must be prepared and on time for class every day.

Students must complete all assigned homework.

Students must not engage in distracting behavior that negatively impacts their own learning or the learning of others in the class.

There will be no fighting, violence, threatening behavior, or bullying/harassment at any time during the regular school day, after-school programming, or other schools events.

Students who violate rules 1-6 will be subject to progressive consequences, including family conferences, parent calls, letters home, redirections in class, detention, , behavior interventions, or out-of-school suspension for repeated offenses. Students who violate rule 7 will be subject to immediate out-of-school suspension, and possible expulsion hearing.

### School Culture

Students will learn more successfully within a strong culture of achievement where they feel immediately accountable to themselves, their peers, and their teachers. United Preparatory Academy will create such an atmosphere through consistent, clear expectations, regularly communicated pride in the school community, daily Morning Meetings, and weekly Community Celebrations during which all students are responsible for presenting academic and cultural material to their peers.

Teachers will role play and lead lessons on team work, cooperation, and empathy during morning meeting and throughout the character education lessons. Break times are a period for teachers to monitor and support the students' development in these areas. It is a time for teachers to scaffold supports for students and help build language and confidence in working together.

### Core Values

At the center of this culture will be the core values of grit, respect, optimism, wonder, teamwork, empathy, achievement, and mission (GROW and TEAM values). Teachers will explicitly teach behaviors related to these values at all times, as a part of the regular academic program. The statement of values given to students at the beginning of the year includes simple descriptions of behaviors so students will fully understand these values. Every portion of the program, including meals, classes, recess, Morning Meetings, Community Celebrations, and enrichment and after-school activities will include activities to support the school's values.

### Morning Meeting

Every morning, the leadership team along with teachers will be greeting students with a morning handshake. Once students pass through the school threshold, a professional, respectful and scholarly environment is maintained. Building on the morning handshake, each student begins their day with an emphasis on the United Preparatory Academy core values. The primary teachers implement Morning Meetings as this sets the tone for a respectful learning environment. The meeting format includes the teacher beginning with a class greeting using class chants or a group motto, group activities, and closing. In addition, morning meetings provide opportunities for developing student vocabulary, oral language and team building skills.

### Community Celebration

Community Meeting will take place every Friday. Academic and cultural celebration will be the focus of Community Meeting. The school leadership and teachers will celebrate student progress, prepare lessons to illustrate the core values and bring a global perspective of the school values through presentations and activities. Students will present material learned in their classes and teachers will give presentations of learning as appropriate. In addition, students will be celebrated for being exemplars of the GROW and TEAM values.

At least once per trimester, each student will participate in a presentation at a Community Celebration in some context. These presentations will include academic displays of excellence, self-advocacy skills demonstrations such as public speaking, poetry, interviewing, social skills, and problem solving skills, and lessons on core values and character education.

### Classroom Culture

In addition to these community cultural aspects, a consistent culture of academic excellence will exist in all United Preparatory Academy classrooms. Staff training on consistent expectations for student behavior and achievement, during the summer will ensure that from the first day of school, students will encounter familiar routines from every adult in the building. Common instructional routines will contribute to this consistency as well.

### Rituals and Routines

During Summer Institute, the faculty of United Preparatory Academy will develop other routines, such as cheers and chants, systems for recording and collecting homework, systems for students to record assignments, grading procedures, and disciplinary processes. This process will ensure the routine and structure are consistent across the school.

### Mission-Driven Enrichment Program

For students to become competitive and college bound, they must be well rounded and have access to as many enrichment opportunities as possible. Therefore, UPA intends to develop students' talents and interests in the enrichment curriculum that is an integral part of the school daily educational program. Students will attend enrichment classes that include such areas as sports/athletics, music, art, drama, and dance.

The curriculum will rotate by trimester to ensure students receive enrichment in all areas. The enrichment curriculum ensures students have access to a comprehensive education that enables them to be well-rounded individuals as well as competitive candidates to college preparatory middle schools.

There will be no fee assessed to students for the programming.

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

Language arts, mathematics, science, and social studies are assessed in a comprehensive and dynamic system.

### Assessment Method

Prior to the start of the school year, UPA will conduct a diagnostic assessment of each student

using age- and grade-appropriate standardized assessment tools. For English language arts, UPA will use the early literacy assessments Strategic Teaching and Evaluation of Progress (STE) and a writing assessment. These diagnostics will also allow a benchmark against which all future academic growth can be measured.

For all grades UPA will administer the state mandated assessments as required by law. In addition, UPA will use a nationally-normed assessment, the Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP), as an additional measure to provide annual, longitudinal, and comparative measures of the school students' learning growth. Using the NWEA MAP allows us the opportunity to measure academic gains as each student will take the NWEA MAP when entering the school. This testing system will allow us to conduct an individual and cohort analysis of longitudinal growth, a comparative measure with a national cohort, and to determine the average increase of percentiles per grade level cohort among United Preparatory Academy students.

#### “In house” Interim Assessments

To augment the data provided by these annual assessments, and under the school leadership, UPA will develop and implement internally created standards-based assessments to ensure that students are meeting or exceeding state standards. When they are not, UPA will adjust elements of the instructional program and student support structures. The results of the school interim assessments, administered every trimester, will allow us to make the necessary adjustments as immediately as possible to ensure that the school students are acquiring the skills outlined in the Common Core standards.

#### Data Analysis System

UPA will use intentional systems around data analysis to inform and improve teaching and student learning. In order to ensure students have met statewide performance content standards, the School Director will oversee the collection and analysis of state assessment data. The school data analysis begins with interim assessments developed prior to the school year by school leadership and teachers. These assessments cover test content from the Common Core standards and NWEA MAP. Teachers administer interim assessments three times per year, and student performance results inform the modification of the instructional scope and sequence as needed. Teachers will also modify lesson plans as needed based on the results of these assessments.

Interim assessments will be scored and analyzed using a software program. Teachers score the exams and input the data. Using the interim assessments, teachers are able to reteach standards to prepare students for content mastery. School leadership collects and compiles the data. Analysis of individual students, flexible ability groupings, and whole classrooms is conducted using a comprehensive template. Teachers conduct reflection on the interim assessment scores to facilitate assessment analysis and conduct action plans. Teachers then meet with the School Director and Director of Curriculum and Instruction during the professional development days following interim assessments to closely analyze the data and create an action plan. The action plans will be divided by class, homogenous reading groups, and individual students based on the results. Data analysis during professional development days is facilitated by the Director of Curriculum and Instruction to implement an action plan and create opportunities for teachers to reflect upon their own teaching and student learning.

The Interim Assessment teacher analysis consist of three parts: (1) teacher reflection on student performance expectations, teaching priorities, student strengths and weaknesses; (2) detailed analysis of standards mastery through analysis of whole class, small group, and individual mastery, and analysis of errors; and (3) details for 6 week instructional plan for reteaching.

Curricula such as Envision and Investigations have embedded within them frequent assessments that will provide a clear picture of students' academic growth and academic needs. UPA will review these results by grade level cohort, classroom, and individual student, as well as by each test item as an ongoing part of the school weekly staff meetings. This comprehensive approach to data analysis will allow teachers to know which standards need to be effectively retaught or reinforced. School leaders will also know the most appropriate professional development supports needed for teachers as a whole and teachers as individuals. The entire staff will develop and execute a data-driven action plan to ensure that every child learns.

These action plans will identify:

Skills/concepts to be retaught to the entire class

Skills/concepts to be retaught to small groups during class

Skills/concepts to be retaught to individual students with one-on-one teacher instruction or with the assistance of a peer or volunteer tutor

Students in need of intense remediation and/or tutoring

Adjustments to existing small groups

weaknesses in the curriculum to be revised for subsequent years

Support and professional development for the teacher to strengthen areas of instructional weakness

Action plans will be revisited frequently in regular professional development meetings, grade-level and content-area team meetings to ensure that students are making adequate progress toward mastery.

#### Communication with Students and Families

United Preparatory Academy will involve students and their parents in the analysis of student work, student progress, areas of strength, and plans to address areas that need growth. After each round of interim assessments, teachers will share results with students and parents in progress reports and conference meetings. Teachers will work with each student to set goals for the upcoming assessment and personalize an individual learning plan to include small group instruction and tutoring as needed.

Teachers also will use interim assessment results to create and maintain records on each student that demonstrates progress toward mastery for each content standard. The standards-based assessments will be shared with students and families after each trimester and reviewed with parents at each report card conference. All assessment works, Interim assessment results, weekly chapter and unit tests, and trimester exams will be sent home for parents to review and sign.



## Grading Policy

Grading Policy is based on demonstration of mastery of the Common Core standards. Grades will include student performance on in-class work, homework, assessments, and other components as applicable to each content area.

A = 90% - 100% proficiency

B = 80% - 89% proficiency

C = 70% - 79% proficiency

D = 65% - 69% proficiency

F = 0% - 64% proficiency

There will be school-wide standards for grading. Teachers will be trained on the school's policy and will work with the Director of Curriculum and Instruction to ensure that grades are calibrated and assigned in a fair and consistent manner that corresponds with student mastery of the Common Core standards.

## Clear Promotion Guidelines

Students at United Preparatory Academy are held to rigorous promotional standards. If students are unable to meet the academic grade level standards as indicated in grading policy or do not adhere to the attendance policies of the school, they may be candidates for retention. Students at risk for retention will be identified and individualized learning plans will be planned and communicated with the student and family. If students are unable to meet grade level standards as documented by grades, assessments, comprehensive exams, or attendance, students may be required to repeat a grade

**EXHIBIT 2: FINANCIAL PLAN**

**B.1 Budget Summary**

<b>United Preparatory Academy</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>5 Year Projection</b>	<b>K-5 #1</b>	<b>K-5 #1</b>	<b>K-5 #1</b>	<b>K-5 #1</b>	<b>K-5 #1</b>
	<u>6/30/13</u>	<u>6/30/14</u>	<u>6/30/15</u>	<u>6/30/16</u>	<u>6/30/17</u>
<i>Enrollment</i>	0	0	120	180	240
Summary:					
Revenue	-	675,000	1,148,095	1,670,591	2,036,975
Expense	-	309,855	1,173,447	1,693,580	2,034,756
Net Income	-	365,145	(25,352)	(22,988)	2,218
Beginning Net Assets	-	-	365,145	339,793	316,804
Ending Net Assets	-	365,145	339,793	316,804	319,023
<u>Revenue:</u>					
State Foundation Revenue	-	-	728,986	1,124,589	1,535,724
Subsidy for High Performing District	-	-	1,020	1,560	2,122
Sped Revenue - State	-	-	62,355	95,403	129,748
Title I	-	-	82,807	124,210	165,613
Title II	-	-	1,836	2,809	3,820
IDEA (Per Pupil)	-	-	31,450	48,119	65,442
Federal Nutrition	-	-	64,642	98,902	134,507
CSP	-	175,000	175,000	175,000	-
Inflexion (Walton thru BES)	-	250,000	-	-	-
Columbus Foundation	-	250,000	-	-	-

Philanthropy at 7% of Govt Funding					
CMO Mgmt Fee Revenue - Interco					
<b>TOTAL REVENUE</b>	-	<b>675,000</b>	<b>1,148,095</b>	<b>1,670,591</b>	<b>2,036,975</b>
CMO Mgmt Fee Expense - Interco	-	12,250	80,367	116,941	142,588
Salaries - Teachers	-	-	344,000	546,720	692,947
Salaries - Admin	-	91,250	240,050	330,651	341,648
Health/Dental/Vision/Life	-	11,060	70,787	106,337	125,393
Workers Compensation	-	698	4,465	6,708	7,909
Medicare	-	1,323	8,469	12,722	15,002
Pension (SERS/STRS)	-	12,775	81,767	122,832	144,843
Other Professional & Technical Services - Variable		62,000	23,025	35,228	47,909
Other Professional & Technical Services - Fixed		-	76,346	77,873	79,430
Other Professional & Technical Services - Mangan					
Garbage Removal and Cleaning Services		-	1,914	2,928	3,982
Repairs & Maintenance		-	3,386	5,180	7,045
Rent	-	-	41,125	41,125	43,593
Travel		-	6,758	10,339	14,061
Telephone & Internet		-	5,085	7,780	10,581
Postage		-	2,053	3,141	4,271
Water		-	3,992	6,107	8,306
Gas & electric		-	22,014	33,682	45,807

Printing & Binding		10,000	16,253	24,868	33,820
Contracted Food Services		-	64,642	98,902	134,507
Other Craft and Trade Services		-	-	-	-
Student Transportation		-	-	-	-
Classroom Supplies		-	-	-	-
Office Supplies		-	-	-	-
Evaluation Services		-	-	-	-
Other General Supplies - variable		55,800	36,930	56,502	76,843
Other General Supplies - fixed			27,882	28,439	29,008
TEXTBOOKS - Electronic Instr Materials & Supplies		-	1,046	1,601	2,177
Newspapers, Periodicals, Films & Filmstrips - Other		-	-	-	-
Food Supplies		-	-	-	-
Maintenance & Repair Supplies		-	-	-	-
Capital Outlay Equipment		-	-	-	-
Technical Equipment		52,700	7,969	12,193	16,582
Capitalized Equipment		-	-	-	-
Dues & Fees		-	-	-	-
Membership in a Professional Organization		-	-	-	-
Charges for Audit Examinations		-	-	-	-
Bank Charges		-	301	461	627
Other Dues & Fees		-	-	-	-
Liability Insurance					

		-	2,824	4,321	5,877
Depreciation	-	-	-	-	-
Other Expense					
<b>TOTAL OPERATING EXPENSE</b>	<b>-</b>	<b>309,855</b>	<b>1,173,447</b>	<b>1,693,580</b>	<b>2,034,756</b>
<b>NET OPERATING INCOME</b>	<b>-</b>	<b>365,145</b>	<b>(25,352)</b>	<b>(22,988)</b>	<b>2,218</b>
Interest Expense	-	-	-	-	-
<b>NET INCOME</b>	<b>-</b>	<b>365,145</b>	<b>(25,352)</b>	<b>(22,988)</b>	<b>2,218</b>
Depreciation	-	-	-	-	-
District Building Improvements	-	-	-	-	-
Leasehold Improvements on rental facility					
Building Improvements - Owned Building	-	-	-	-	-
Loan Proceeds	-	-	-	-	-
Principal Repayments	-	-	-	-	-
Change in Cash	-	365,145	(25,352)	(22,988)	2,218
Beginning Cash	-	-	365,145	339,793	316,804
Ending Cash	-	365,145	339,793	316,804	319,023

## B.2 Financial Management

United Preparatory Academy will enter into agreement with United Schools Network, and The Board of Trustees of United Schools Network will assume responsibility for ensuring that the fiduciary duties associated with the receipt and disbursement of public funds and the responsibilities associated with state employment are faithfully undertaken. They will establish sound and fiscally prudent policies pertaining to fiscal management and create and review controls that minimize the chance for unethical and unsound practices to occur. The Board will choose a Chief Executive Officer (CEO) who will be responsible for overseeing the day-to-day implementation of the financial policies and procedures.

Whereas the Board will have financial oversight, the CEO will have primary responsibility for managing the financial operations of the school and ensuring that all internal financial controls are established and upheld. He will work closely with the Board Treasurer to ensure that all monies are being properly allocated and recorded. The Board intends to contract its accounting and payroll and financial reporting services to Mangan Associates which will include Basic Financial Management; Treasurer Services; CCIP and Grants Management; and EMIS and SOES reporting.

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

**Annual Budgeting:** United Preparatory Academy's fiscal year will run from July 1st through June 30th. The CEO and Mangan Associates will have responsibility for planning a detailed budget and cash flow statement each year. The initial drafts of the budget and cash flow statements will be reviewed by the Board's Finance Committee and the Chair before being presented to the full Board for approval. The Board will review and approve the budget at least one full month before the beginning of the new fiscal year.

**Internal Controls:** The Board of Trustees is intent on establishing a system of internal control policies that when executed will ensure the practice of sound fiscal management practices. These controls will comply with generally accepted accounting principles for nonprofit organizations.. All payroll disbursements will be properly recorded, comply with all laws and applicable tax regulations, and be properly reconciled.

#### **Maintaining Effective Controls**

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

#### **Fiscal Accountability**

All Board members and administrators of United Preparatory Academy who have delegated authority over financial management issues will be required to attend training on finance management. The Chair of the Board and the CEO will work together to find a qualified resthe schoolce to deliver training. The class will include basic principles of accounting and information pertaining to financial controls, reading balance sheets, income statements and cash flow statements. Although the school Board Treasurer will have finance and accounting experience, UPA recognizes that it is everyone's responsibility on the Board to know and understand basic fundamental fiscal management and accounting practices.

#### **Annual Audits**

United Schools Network intends to hire a third party to conduct an annual audit. The auditor will be a certified public accountant who will audit the financial records in accordance with generally established accounting principles.

### Use of State Administrative and Financial Systems

To the extent possible, the Board of United Preparatory Academy intends to use the state's administrative and financial systems.

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

United Preparatory Academy will work with Columbus City Schools' and South-Western City Schools transportation departments to ensure all students receive services within the policies of the district. Through the school skilled and experienced operations team, UPA will work to develop strong relationships between the school school and CCS.

In the first year of the school, and then every three years thereafter, UPA will create a Request for Proposal for food services. UPA anticipates that all food service will be provided by a vendor who will be able to cater-in all food items. The school will keep milk and dry food goods in approved storage locations. In an effort to identify the best fit for the school school, UPA will seek a minimum of three bids from food service providers.

United Preparatory Academy will either establish a relationship with or contract with a licensed health professional to provide basic health, vision, and hearing screenings for students. All students will be screened as required by state law, and the school will establish follow-up procedures and protocols to inform families of results.

### **B.4 Insurance**

To be prepared for all budget implications and the appropriate Board knowledge of insurance, the Board will secure all necessary liability insurance coverage upon chartering.

## **EXHIBIT 3: GOVERNANCE PLAN**

### **C.1 Governing Body**

United Preparatory Academy is led by the Board of Trustees which governs the school and is responsible for ensuring that the school fulfills its mission, is faithful to its charter, and remains financially viable. One of the first acts of the Board of Trustees will be to contract with United Schools Network (USN) to provide CEO services along with other back-office functions. The CEO, supervised and supported by the Board of Trustees, will be ultimately responsible for the implementation of the mission of UPA at a demanding, high standard. Employees will be hired by the Board of Trustees upon recommendation by the CEO. The CEO will supervise all other employees of the school, and may delegate these duties to other senior administrative staff, which may include, but are not limited to, the School Director, Director of Curriculum and Instruction, and a Director of Family & Family Engagement. The CEO will report monthly to the Board of Trustees on the state of the school, progress toward each element of the mission statement, and progress toward each goal in the school Accountability Plan. The Board of Trustees will evaluate the USN annually and provide detailed and critical feedback regarding performance.

The school will be governed by a Board of Trustees. This Board will hold the charter of United Preparatory Academy and ensure accountability to its mission. This Board will be composed of a diverse, talented group of professionals, including community leaders, business leaders, business owners, participants with technical skills in the areas of law, real estate, finance, and fundraising, and residents of Columbus. Such a board is desirable to provide independent governance for United Preparatory Academy by a broad coalition of qualified leaders.

This group will meet in accordance with the Ohio Sunshine Law. The Board will record minutes of all meetings and will make these publicly available, in addition to any other necessary documents.

As documented in the Code of Regulations, the Board of Trustees will maintain a standing governance committee that will have procedural responsibility for selecting new trustees. The governance committee, composed of at least three trustees, will cultivate relationships with potential new trustees, present a slate of nominees to the full board for selection, and orient new trustees to the business of the board and the school. The governance committee will always recruit new trustees according to the best interests of the school. Potential trustees will include community leaders, business leaders, business owners, and individuals contributing necessary skills to the operations of the board.

The board will also maintain standing committees for Accountability, Finance, and Development. The Accountability Committee will monitor the school's academic progress, using the academic and community goals of the Accountability plan as a guide. The Accountability Committee will monitor the academic health of the school. The Finance Committee will monitor the financial health of the school, through monthly financial reports and regular monitoring of the financial goals of the Accountability plan. The Finance Committee will monitor the annual audit of the school's finances. The Development Committee will ensure the long-term viability of the school through private fundraising initiatives.



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

The Board of Trustees will be supported and advised by two councils: the Advisory Council and the Parent Council. These groups will be nonvoting advisory groups chaired by one member of the Board of Trustees, and will meet at the discretion of their chair. The Board of Trustees will regularly consult with these groups to receive input on various decisions and issues affecting the school.

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

The board roster is included at Exhibit 7.

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

United Preparatory Academy will sign a management agreement with United Schools Network (hereinafter “Home Office”). The Home Office will provide the services necessary to help each school maximize the school's and focus on the delivery of superior academic programming for scholars and families. The key functions of the home office include:

- Providing resources to USN schools: Teacher recruitment support; external fundraising; alumni services; public relations, communications, marketing and branding.
- Providing Services to USN schools: Negotiating and securing key vendor contracts; financial management and budgeting; human resource management; professional development and leadership development.
- Defining the core framework of a USN school: Curriculum development, assessment determination and analysis; school culture planning and execution.
- Providing Accountability to USN schools: Student performance benchmarking; leader selection; leader evaluations and professional development plans; stakeholder surveys, annual reporting; school improvement initiatives.
- Determining the strategy of USN schools: New school development; strategic partnership creation and maintenance; central board governance training and support.

The Home Office will provide leadership development and academic guidance to school leaders. The Home Office requires schools to implement a core curriculum and teacher coaching; however the specifics of instructional delivery and school culture are made in partnership with the schools. USN will require that each school use the same technology platforms to ensure data collection and analysis, and distribution is effective, efficient, and timely. By using common programs, information can be leveraged across the network and schools can share support staff.

## **Decisions Rights**

USN has developed a decision right matrix that identifies decisions rights by category for the Central Office Board of Trustees, CEO and School Director. The matrix identifies if the party has participation in decision making defined as make, ratify, input or notify.

## Communication and Collaboration

USN will use a variety of forums (e.g. meetings, calls, email updates) in order to maximize collaboration and reach shared outcomes. The frequency and methods will vary by functional area. With a shared purpose and shared commitment to one another, USN will discover the right ways to engage and operate.

Responsibilities of the key leadership positions at USN are provided as follows:

**Chief Executive Officer (CEO):** The CEO is responsible for achieving the strategic goals and objectives of the organization and effectively implementing USN's growth strategy and business plan. The CEO is responsible for selecting or dismissing school leaders with input from the board and his leadership team. When hiring a new School Director, the search begins in house with high performing USN staff then moves to an external search if necessary. Every School Director candidate will have a demonstrable record of advancing student achievement in a school of similar USN demographics. School Directors must possess an entrepreneurial drive and be relentless in the pursuit of closing the achievement gap. The CEO is responsible for marketing, public relations, and functions as the public face of the organization, to include building and maintaining USN partnerships and representing USN to external entities including authorizers, legislative and regulatory entities, funders, lenders, the school community, the press and media, and other stakeholders.

**Chief Learning Officer (CLO):** The CSO is the primary academic leader for the network, reporting directly to the CEO and is responsible for developing, training and directly supervising School Directors. The CSO supports, monitors, and maintains the quality of faculty recruitment, curriculum, instruction, and adherence to the program model. As curriculum and culture are implemented and improved and evidence based results are examined, this position will capture and codify best practices for use throughout the network.

**Chief Operating Officer (COO):** The COO combines the function of treasurer, operations director, and overall facility management for all USN locations. The COO ensures the network achieves organizational compliance, meets financial and operations growth and performance targets, meets deadlines and operates within board approved budgets. The COO manages and develops organizational administrative and support infrastructure and the network's capacity to provide centralized services and support. The DFO oversees compliance and reporting, quality management, technology and telecommunications, and safety and security. The COO is assisted by financial consultants, as necessary.

### **C.3.1 Records**

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

dictates that records are to be disposed of properly by document shredder or other approved disposal measures.

### **C.4 Staffing and Human Resources**

The leadership team at United Preparatory Academy will consist of the following positions.

**School Director:** The School Director will be responsible for all matters relating to student, teacher and parent programs, including the development of the organizational culture of the school. The School Director will work to align all stakeholders (teachers, staff, students, families, and board members) to reinforce and carry out the school's mission, hire a diverse and capable staff, and educate the community about the school. USN schools will fill each School Director role with dedicated professionals who will receive at least a year of intensive training. This School Director training ensures that each school leader who understands and can balance academic, financial, and operational and community responsibilities during the dynamic stages of starting and growing a successful high performing charter school. School leaders will receive focused instruction and curriculum development and leadership training as well as field experience gained by working as an academic leader within existing USN schools.

**Director of Curriculum and Instruction:** The Director of Curriculum and Instruction will provide daily support of teaching and learning, complete classroom observations and feedback cycles, implement curriculum, maintain quality of instruction, manage the various assessment systems at the school, and lead effective data analysis. The DCI will also work to continually improve the level of instruction at the school with regular professional development on the teaching taxonomy, as well as supervise and coordinate the Special Education program at the school.

**Director of Student Life :** The Dean of Students will oversee school culture, handle discipline, and manage all after-school programming and activities. The DOS will work with the School Director and the Family and Student Coordinator to plan engaging school events, celebrate the academic and character successes of students, and work with the rest of the leadership team to engage families in the school. This position will be added after year one.

**Director of Family & Community Engagement:** The Family and Student Support Coordinator will oversee all family and community partnerships at United Preparatory Academy. He/she will build and manage relationships with students and families, local preschools and daycares, community-based organizations, and volunteers across the Columbus area. The Family and Community Coordinator will help recruit students for incoming classes, assist with the admissions process, and work to effectively transition all admitted students and their families. The Family and Student Support Coordinator will also establish relationships with local organizations that can address the external needs of the school students. This individual also serves as the primary point of contact for the school parent association and all parent engagement programming/volunteering.

### Teacher Recruitment and Selection

UPA will take a local and national approach for recruiting teachers. Nationally, UPA will tap

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the alumni networks of colleges and universities and Teach for America, post openings on the school Uweb site and in education jthe schoolnals, Craigslist, and Idealist, and by word-of-mouth. Locally, UPA will recruit at many of the major universities within the state including The Ohio State University, Bowling Green University, Miami University, University of Dayton, Ohio University, and Wittenberg University, among others. Board members will also distribute job openings to educators and leaders within their networks to help identify potential faculty and staff.

The School Director will review applications, interview, and make offers to potential candidates. The School Director will schedule interviews and mail all follow-up materials. The school will ensure the quality of the staff through the use of the following five-step process for selecting and hiring the most qualified candidates. Throughout the process, teachers will be evaluated on planning, experience, critical thinking, respect and humility, communication, professionalism, motivation, ability to motivate others and responsibility.

- Step 1: Candidate submits an application, resume, and cover letter.
- Step 2: School Director separate candidates into three categories: (1) very strong, (2) good, and (3) weak. Very strong candidates are invited for an interview and to teach a sample lesson. Good candidates are scheduled for an online digital interview. If the digital interview is strong the candidate will receive an invitation to an in-person interview and to teach a sample lesson. weak candidates are sent a message of acknowledgment.
- Step 3: Candidates come in for the in-person interview and teach a sample lesson. For administrative positions, UPA may ask for additional documentation pertinent to their application. If the candidate has potential but would not be an appropriate hire at the time, UPA will put them in the “applicant hopper,” an internal database of individuals who, after more experience teaching or with additional training, may be a possible hire in the future.
- Step 4: If the lesson and interview demonstrates that the candidate is strong, UPA will then request references and transcripts. If UPA is still unsure about the candidate’s potential for success at United Preparatory Academy, UPA may ask for additional material such as another lesson plan or a follow-up interview or put them into the “applicant hopper.”
- Step 5: If candidates have gone through the entire process successfully, UPA will make them an offer of employment. This offer will be contingent upon a background and reference check.

To evaluate founding teachers, the School Director will either go to an applicant’s current school (if currently teaching) or request a video of their teaching, since it will not be possible to teach a sample lesson at the school before the first academic year.

There will be broad types of observations: miniobservations, informal observations, full observations, and peer observations. Observations will serve as an important learning tool and as an avenue for each teacher to refine their teaching craft. Informal and full observations along with curriculum review meetings will be used to complete a midyear and end-of-year evaluation. Observations will be a regular part of daily operations at United Preparatory Academy.

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

Curriculum Review: Standards and benchmarks, assessment maps, unit sequence calendars, and

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unit plans will be reviewed during Summer Institute. Individual lesson plans for the first several weeks of school will also be reviewed by the Director of Curriculum and Instruction before the start of the year. Moving forward, weekly syllabi and daily lesson plans will be reviewed on a regular basis.

**Peer Observations:** Teachers are expected to conduct one full-period observation and two fifteen minute observations of their peers on a trimester basis. The full-period observation should be scheduled in advance with the teacher that is being observed, but the two fifteen minute observations can be on a drop-in basis. These observations will be used for Professional Development purposes.

**Minobservations:** 3-5 minute miniobservations will be conducted for nonevaluative purposes by the Director of Curriculum and Instruction, Dean of Students, and School Director. The three main purposes of miniobservations are to collect instructional trends, management trends, and to provide quick feedback to teachers. Miniobservations will typically take place at least once per week.

**Assessment Analysis:** After every unit test and interim/benchmark assessment, teachers will fill out the Assessment Analysis template. Then, teachers will work with the Director of Curriculum and Instruction and School Director to complete an action plan for reteaching and intervention.

**Informal Observations:** 15-20 minute informal observations will be conducted for evaluative purposes by the Director of Curriculum and Instruction and School Director. The three main purposes of informal observations are to ensure objective alignment, support teachers in focused areas, and to provide specific feedback on classroom management and instruction indicators aligned to the summative evaluation rubric. Teachers will receive informal observations on a biweekly basis and will receive written feedback within 24 hthe schools. Conferences may be scheduled on an as needed basis.

**Full Observations:** 50-minute full observations will be conducted for evaluative purposes by the Director of Curriculum and Instruction and School Director. The main purpose of full observations is to provide concrete evidence of a teacher's performance on an observation tool aligned directly to the summative evaluation rubric. Teachers receive fthe school full observations each year, receive written feedback within 24 hours, and a post observation conference within 48 hours of the observation. Teachers create goals based on full observations.

**Evaluation:** While the bulk of the Director of Curriculum and Instruction and School Director's time will be spent on teacher-support and mentorship, a formal midyear and end-of-year professional growth plan will be conducted for each teacher . The professional growth plan will be used to evaluate teachers in three main areas: Classroom Culture and Management, Instructional Planning and Delivery, and Responsibilities and Values.

Teachers will be asked to submit a self-evaluation in November and April, which will be considered heavily in the development of the midyear and end-of-year evaluation. In December and May, the Director of Curriculum and Instruction and the School Director will meet with teachers to present formal performance feedback in a 30-45 minute conference. Teachers will

receive their evaluation 24-48 hthe schools in advance of these conferences. Staff members will receive a brief follow-up email documenting additional topics discussed in each conference (e.g., proposed/requested areas of administrative support, addressing areas of improvement, action steps etc.)

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

One of the core values at United Preparatory Academy is that UPA engage and grow outstanding school leadership and staff. This belief requires the recruitment and selection of the highest quality teachers, as well as appropriate, high-quality professional development to support them, both prior to and during the school year.

United Preparatory Academy will employ full-staff seminars, led by both outside experts and school administration, meetings by department, meetings by grade level, and individual meetings, taking place during the summer and during the school year.

#### Summer Institute

Hiring teachers early in the school's development is a priority for United Preparatory Academy. Teachers will engage in summer professional development and extensive training for fthe school and a half weeks prior to the opening of the school, for a total of 22 full days.

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

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

#### Professional Development Days

During the school year, United Preparatory Academy will reserve ten days for full-staff professional development. This time will be used to address student achievement throughout the school. The School Director will consult with the Director of Curriculum and Instruction to identify core areas of need among the faculty, based on student achievement results, particularly as measured by interim and benchmark assessments. On most occasions, the School Director and Director of Curriculum Instruction will deliver this professional development themselves; when appropriate, they will bring in outside experts to cover specific subjects.

#### Professional Development Effectiveness

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

### Individual Instructional Support

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

### C.6 Student Recruitment and Enrollment

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

United Preparatory Academy is an open-enrollment school. UPA will award spaces to students on a first come, first served basis. If UPA receives twice the number of applications as available spaces by the end of April 2014, UPA will hold a random public lottery to determine student enrollment and the school waiting list. If UPA does not reach the minimum number of applications by the lottery date, UPA will enroll students in the order UPA receives applications and place others on a waitlist. If a student decides to withdraw from the school for any reason, UPA will immediately enroll a student on the waitlist. Class, section and grade level sizes are to be determined by the school.

#### United Preparatory Academy Projected Enrollment

	2014-15	2015-16	2016-17	2017-18	2018-19
Grade					
K	X	X	X	X	X
1	X	X	X	X	X
2		X	X	X	X
3			X	X	X

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4				X	X
5					X
Total	Goal is 120	Goal is 180	Goal is 240	Goal is 300	Goal is 360

X indicates grade level offered.

**C.7 Community Partnerships**

As a nonprofit organization in the community, UPA recognizes the need to establish partnerships with local individuals and organizations. United Preparatory Academy will seek partnerships to assist the Board of Trustees and leadership team in realizing the mission and reaching the school’s overarching goals. The partnerships will assist with such efforts as student recruitment, community advocacy on behalf of the school, the provision of mentorship, enrichment classes, and invitations to students to participate in extended summer or weekend programs. As of January, 2014 the school has established relationships with the following organizations:

- Center of Science and Industry (COSI) – in-school and field-based science enrichment and programming
- Columbus Zoo – in-school and field-based science enrichment and programming
- Junior Achievement of Central Ohio – in-school and field-based economics enrichment
- After-School All-Stars Ohio – in-school and field-based academic and enrichment programming
- Capital University America Reads – academic tutoring in math and reading
- Ohio State University – academic tutoring in math and reading, and enrichment programming
- Gladden Community House – after-school programming and athletics
- Columbus City Schools – potential facility lease options

**C.8 Parent Engagement**

To ensure the voice of these parents is well heard, United Preparatory Academy will create a Family Leadership Council of at least 5 members, with a chair and vice-chair elected or chosen for one-year terms. Parents will be elected to the Parent Advisory Council by a vote of parents of students currently enrolled in the school. The Parent Advisory Council will support the mission of UPrep by:

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

In addition to this council, the school administration will establish frequent, formal communication with parents to support the school mission. Families will be welcomed to the school through an orientation that will review school policies in detail, celebrate student



learning, and include the signing of parent-student-school contracts. Parents will attend the school two times annually for conferences, at which time assessment results and report cards will be reviewed in detail. Progress reports will be sent home at regular intervals between these conferences, requiring parent signature. Teachers will call parents of their homeroom students on a regular basis, reporting both positive academic results and behaviors and clear feedback when expectations are not met. A parent newsletter will be issued monthly.

### **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 nonsectarian in its programs, admissions policies, employment practices and all operations, will not charge tuition and will not discriminate in admission or deny participation in any program or activity on the basis of a person's sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation or physical, mental, emotional or learning disability. 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.

### **C.12 Benefits**

Benefits offered to employees by UPA may include, but not be limited to, health, dental and vision coverage. The school will have Worker's Compensation insurance. Retirement benefits are provided via the State Teachers Retirement System of Ohio (STRS) or the School Employees Retirement System (SERS).

### **C.13 Dismissal Procedures**

In accordance with Revised Code § 3314.03(A)(6), any student who, without a legitimate excuse, fails to participate in one hundred five consecutive hours of learning opportunities, will be automatically withdrawn from the school in accordance with the school's withdraw procedures.

**EXHIBIT 4: ACADEMIC AND ORGANIZATIONAL ACCOUNTABILITY PLAN**

Pursuant to Article III of this Contract, the Academic and Organizational Accountability 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.

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to have “achieved” the standard as specified herein, which is the SPONSOR’s minimum expectation for the School, in all primary academic indicators, all financial indicators, and all primary operations/governance indicators. Secondary indicators (for both academics and operations/governance) will be considered as well, but primary indicators will factor more heavily into decisions about renewal or nonrenewal, as well as about probation, suspension, and termination. An inability to achieve minor elements of the standards may not prevent consideration of contract renewal, based on the totality of the circumstances, which will be subject to SPONSOR’s sole and complete discretion.

<b>Primary Academic Indicators</b>	<b>Exceeds the Standard</b>	<b>Meets the Standard</b>	<b>Does Not Meet the Standard</b>	<b>Falls Far Below the Standard</b>
Performance Index <sup>1</sup> (PI)	90% or higher	80%–89%	70%–79%	69% and below
Value Added <sup>2</sup>	+ 4.00 and above	0 to 4.0	0 to –4.0	–4.0 and below
Graduation Rate (4 yr)	93%–100%	84%–92%	79%–83%	Below 79%
Graduation Rate (5 yr)	95%–100%	85%–94%	80%–84%	80% and below
K–3 Literacy Improvement	B or better	C	D	F
Performance versus Local Market: <sup>3</sup> PI	Ranked in top 20% in PI score	Ranked in 70%–79% in PI score	Ranked in 69%–50% in PI score	Ranked in bottom 49% in PI score
Performance versus Local Market: Value Added	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in VAM score	Ranked in 69th–50th percentile in VAM score	Ranked in bottom 49th percentile in VAM score

<sup>1</sup> The performance index (PI) percentage is calculated as follows: School’s PI score / 120 (the highest possible PI score).

<sup>2</sup> A value-added score is a statistical estimate intended to convey how much a school has contributed to student learning. A higher value-added score conveys greater confidence that, on average, the school has contributed more than one standard year of academic growth; a lower value-added score conveys greater confidence that the school has, on average, not contributed more than one standard year of academic growth.

<sup>3</sup> “Local Market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the Ohio Department of Education) in the county in which a school is located as well as comparable district schools in the charter school’s “serving district,” as designated by the Ohio Department of Education.

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Performance versus Statewide Charters: PI	Ranked in top 20th percentile in PI score	Ranked in 70th–79th percentile in PI score	Ranked in 50th–69th percentile in PI score	Ranked in bottom 49th percentile in PI score
Performance versus Statewide Charters: Value Added	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in VAM score	Ranked in 50th–69th percentile in VAM score	Ranked in bottom 49th percentile in VAM score

<b>Secondary Academic Indicators</b>	<b>Exceeds the Standard</b>	<b>Meets the Standard</b>	<b>Does Not Meet the Standard</b>	<b>Falls Far Below the Standard</b>
Value Added: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
PI: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
Value Added: Gifted	A	B or above	C or below	
Value Added: Disabilities	A	B or above	C or below	
Value Added: Lowest 20%	A	B or above	C or below	
Value Added: High School	A	B or above	C or below	
AMOs (Gap Closing)	A	B or above	C or below	
College Admission Test Participation Rate	A	B or above	C or below	
College Admission Test Nonremediation Score	A	B or above	C or below	
Dual Enrollment Credits	A	B or above	C or below	
Industry Credentials	A	B or above	C or below	
Honors Diplomas Awarded	A	B or above	C or below	
AP Participation Rate	A	B or above	C or below	
AP Score	A	B or above	C or below	
IB Participation Rate	A	B or above	C or below	
IB Score	A	B or above	C or below	
College- and Career-Ready Assessment	A	B or above	C or below	
School Regularly Administers Internal Growth Assessment		Yes	No	
School Met a Majority of Its Internal Goals		Yes	No	

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(Section A.7 of This Contract)				
<b>Financial Measures of Success (Current Year)</b>	<b>Exceeds the Standard</b>	<b>Meets the Standard</b>	<b>Does Not Meet the Standard</b>	<b>Falls Far Below the Standard</b>
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one-year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is less than or equal to 0.9
Days Cash	60 or more days cash	Between 30 and 60 days cash	Between 15–30 days; OR 30–60 days cash AND one-year trend is negative	Fewer than 15 days cash

Current Year Enrollment Variance <sup>4</sup>	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90%–95% of budgeted enrollment in most recent year	Actual enrollment is 80%–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
<b>Financial Measures of Success (Prior Years)</b>	<b>Exceeds the Standard</b>	<b>Meets the Standard</b>	<b>Does Not Meet the Standard</b>	<b>Falls Far Below the Standard</b>
Multiyear Ratio of Assets to Liabilities <sup>5</sup>	Ratio is greater than or equal to 1.1 for at least the 2 most recent years	Ratio is between 1.0 and 1.1 for at least the most recent year	Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years	Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years
Cash Flow	Cash flow is positive for at least the 2 most recent years	Cash flow is positive for at least 1 of the most recent 2 years	Cash flow is not positive for at least 1 of the most recent 2 years	Cash flow is negative for any two consecutive years
Total Margin (TM)	ATTM is	ATTM is	ATTM is greater	ATTM is less

<sup>4</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>5</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

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and Aggregated Three-Year Total Margin <sup>6</sup> (ATTM)	positive and the most recent year TM is also positive	greater than – 1.5%, the trend is positive for the last two years, AND the most recent year TM is positive	than –1.5%, but trend not “meet standard”	than or equal to –1.5%; OR the most recent year TM is less than –10%
<b>Operations/ Governance Primary Indicators</b>	<b>Exceeds the Standard</b>	<b>Meets the Standard</b>	<b>Does Not Meet the Standard</b>	<b>Falls Far Below the Standard</b>
Records compliance <sup>7</sup>	90% or higher	79%–89%	78%–60%	59% or below
On-Time Records Submission Rate	90% or higher	79%–89%	78%–60%	59% or below
Financial Records Submitted Monthly	90% or higher	79%–89%	78%–60%	59% or below
Annual Audit	Two consecutive years of no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	No findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses, as set forth in the audit	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, or findings for recovery (less than \$5,000 combined), as set forth in the audit.	Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA Special Education Performance Determination (most recent annual) <sup>8</sup>	Meets Requirements	Needs Assistance	Needs Intervention	Needs Substantial Intervention

<sup>6</sup> “Total margin” measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether or not the school is living within its available resources. The total margin is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. The aggregate three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations. The performance of the school in the most recent year, however, is indicative of the sustainability of the school; thus, the school must have a positive total margin in the most recent year to meet the standard. “Total Margin” = Net income/Total Revenue. “Aggregate Total Margin” = Total Three-Year Net Income/Total Three-Year Revenues.

<sup>7</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

<sup>8</sup> The Individuals with Disabilities Education Improvement Act (IDEIA) requires that state education agencies make annual determinations regarding the performance of special-education programs operated by Local Education Agencies (LEAs) that receive federal IDEA Part-B funding. In Ohio, individual charter schools are considered LEAs.

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<b>Operations/Governance Secondary Indicators</b>	<b>Exceeds the Standard</b>	<b>Meets the Standard</b>	<b>Does Not Meet the Standard</b>	<b>Falls Far Below the Standard</b>
Five-Year Forecasts Submitted to ODE by Statutory Deadlines		Yes	No	
Preopening Assurances Documentation		Completed and available 10 days before the first day of school	Not completed and available 10 days before the first day of school	
Annual Report		Submitted to parents and sponsor by the last day of October	Not submitted to parents and the sponsor by the last day of October	
Safety Plan and Blueprint Submitted within the Last 3 Years to the Ohio Attorney General		Yes	No	
Family Survey Results	90% or greater overall satisfaction with school	80%–89% overall satisfaction with school	70%–79% overall satisfaction with school	69% or less overall satisfaction with school

**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:

United Preparatory Academy  
300 Dana Ave.  
Columbus, OH 43223  
IRN number 014467, to begin operations for the 2014-15 academic year.

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

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

If the Certificate of Occupancy, Health and Safety Inspection, or Fire Inspection is temporary, the GOVERNING AUTHORITY shall provide the SPONSOR, with the documentation of a permanent or final permit within five (5) business days of receipt from the governmental agency.

If any teaching certificates or licenses or BCI &I/FBI checks are in process, the GOVERNING AUTHORITY shall provide the SPONSOR with documentation of completion within five (5) business days of receipt from the governmental agency.

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

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

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

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



**EXHIBIT 6: STATEMENT OF ASSURANCES**

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 (check the one that applies:

- A community school’s first day of instruction in each academic year – indicate date \_\_\_\_\_; or
- Annual opening of the school – indicate date \_\_\_\_\_; or
- When a school changes location; or,
- 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: \_\_\_\_\_

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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 resthe schoolces to properly use and submit information to all databases maintained by the department for the collection of education data, including the Education Management Information System (EMIS) established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code;
- All required information about the school has been entered/updated in the Ohio Education Directory System (OEDS-R) or any successor system;
- The school has enrolled at least the minimum number of students required by division (A)(11)(a) of section 3314.03 of the Revised Code in the 2012-2013 school year;

**COMMUNITY SCHOOL CONTRACT**

- All classroom teachers are licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except for noncertificated persons engaged to teach up to tUPAlve hthe schools per UPAek 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 preopening site visit to the school for the 2013-2014 school year or prior to a school offering instruction in a new facility or moving during the 2013-2014 school year;
- The school has designated a date it will open for the 2013-2014 school year that is in compliance with division (A) (25) of section 3314.03 of the Revised Code; and,
- The school has met all of the sponsor’s requirements for opening and any other requirements of the sponsor.

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Name of Sponsor Representative:  
**Please Print**

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Title of Sponsor Representative:  
**Please Print**

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Sponsor Authorized Signature:

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Date

**The items below are not required to be completed as part of the Sponsor Assurance on-site**

## COMMUNITY SCHOOL CONTRACT

**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 the school lead consultant in the Office of Community Schools. If you do not know the name of the school lead consultant or the e-mail address, you may locate the appropriate lead consultant in the List of Community Schools, Sponsors, and Consultants on the office website 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**

**United Preparatory Academy – Governing Authority**

Name	Role	Term	Address
John Shockley	Chairperson	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Jackie Messinger	Vice Chairperson	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Amber Merl	Treasurer	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Jennifer Vessels	Secretary	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Christina Wilson	Member	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Primus Suffren	Member	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Marcie Rehmar	Member	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223
Sandy McIntosh	Member	To be submitted to Sponsor as set forth in EpiCenter	300 Dana Ave. Coolumbus, OH 43223

**EXHIBIT 8: RELATED PARTY DISCLOSURE FORM**

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

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

Ohio Ethics Law and related statutes prohibit an official from:

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

An official is prohibited from hiring a family member in any employment position, including a full-time, part-time, temporary or permanent position, a position in the classified or unclassified civil service, or a noncivil service position. In most situations, the Ohio Ethics Law and related statutes do not prohibit family members from being employed by the same public agency, as long as no official has secured a job, or job related benefits, for her family member.

I acknowledge that no official at \_\_\_[School Name]\_\_\_ has authorized the employment of any family members. Family members, regardless of where they reside, are defined as the following: spouse, children (whether dependent or not); siblings; parents; grandparents; grandchildren; and, any other person related by blood or by marriage and living in the same household.<sup>9</sup>

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

Related party #1	Role	Related party #2	Role

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

\_\_\_\_\_  
School Leader                                          Date

\_\_\_\_\_  
Governing Authority Representative                                          Date

<sup>9</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).