

# **MASTER CONTRACT**

**The Community School Contract entered into by the  
Governing Authority of Village Preparatory  
School::Woodland Hills Campus  
and the Thomas B. Fordham Foundation**

**Dated as of July 1, 2016**

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## COMMUNITY SCHOOL CONTRACT

### COMMUNITY SCHOOL CONTRACT For Village Preparatory School::Woodland Hills Campus

This Community School Contract (the "Contract") is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, effective July 1, 2016, by and between the Thomas B. Fordham Foundation (hereinafter the "SPONSOR") and the Governing Authority (hereinafter the "GOVERNING AUTHORITY") of Village Preparatory School::Woodland Hills Campus, located at 9201 Crane Avenue, Cleveland, Ohio 44105 (hereinafter the "Community School").

The names and business addresses of the individuals who currently make up the GOVERNING AUTHORITY of the Community School, which is responsible for carrying out the provisions of this Contract, are attached hereto as Exhibit 7.

#### **Article I. Purpose**

The purpose of this Contract is to ensure that the Community School provides a high-quality education to its students and contributes significantly to Ohio's effort to provide high-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 Cleveland Metropolitan 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 fourth.

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

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

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### Article II. Term

The term of this Contract shall be for a period of one year commencing July 1, 2016 and ending June 30, 2017 (the "Term"); provided, however, that the SPONSOR or GOVERNING AUTHORITY may terminate this Contract prior to its term, pursuant to Article X of this Contract. This Contract may be renewed by the parties hereto in accordance with the requirements of Section 3314.03(E) of the Code. This Contract is not valid and binding until executed by both parties.

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

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

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

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of non-renewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by January 15 in the year in which the Sponsor intends to take action not to renew the Contract. In the event that renewal is not approved, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term pursuant to Articles II and XI of this Contract. Notwithstanding any obligations pursuant to Article X, once the GOVERNING AUTHORITY has received notice of a non-renewal decision, the GOVERNING AUTHORITY is free to contact other sponsors within the state if permitted to do so under Code Section 3314.07(B)(5). In the event that the Renewal Application is granted, the SPONSOR may enter into a proposed

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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 and in accordance with Code Sections 3313.131 and 3314.02(E), all members of the GOVERNING AUTHORITY must be eligible to serve in such capacity.

In accordance with Code Section 3314.03, 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 Cleveland Metropolitan School District.

In accordance with Code Section 3314.05(B)(5), 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 the 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

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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) per claim and two million dollars (\$2,000,000) aggregate. The GOVERNING AUTHORITY agrees to take all appropriate action to ensure that the SPONSOR is listed as an additional named insured on each of these insurance policies.

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, non-renewal, or termination, to the attention of President, The Thomas B. Fordham Foundation, 1016 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, 15 West Fourth Street, Suite 430, Dayton, OH 45402, Attn: Vice President for 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, and injuries (personal or bodily) of every kind, nature, and character arising or resulting from or occasioned by or in connection with (i) the possession, occupancy, or use of the property by the Community School, GOVERNING AUTHORITY and its faculty, students, patrons, employees, guests, or agents; or (ii) any act or omission to act, whether negligent, willful, wrongful, or otherwise by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, guests, or agents; or (iii) a violation of any law, statute, code, ordinance, or regulation by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, subcontractors, guests, or agents and/or any breach, default, violation, or non-performance by the GOVERNING AUTHORITY or 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 their own expense, to participate in the defense of any suit without relieving the indemnifying party of any of its obligations hereunder.

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

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

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

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

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

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In accordance with Code Section 3314.03(A)(6), the GOVERNING AUTHORITY agrees to adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate. In accordance with Code Section 3314.03(A)(11)(a), the Community School shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year. In accordance with Code Sections 3314.03(A)(27) and (28), the Community School's attendance and participation policies will be available for public inspection, and the Community School's attendance and participation records will be made available to the Ohio Department of Education, the state auditor, and the SPONSOR to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and Section 3319.321 of the Code.

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, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 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, 3313.7112, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 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 3365.03, the GOVERNING AUTHORITY shall ensure that academically qualified students be permitted to participate in the College Credit Plus program.

In accordance with Code Section 3314.03(A)(25), the Community School will open for operation not later than September 30. The Community School and the GOVERNING AUTHORITY will comply with Code Section 3314.50 prior to the Community School's start of operations as a community school, as applicable.



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In accordance with Code Section 3314.03(A)(31), the GOVERNING AUTHORITY shall only contract with attorneys, accountants, or entities specializing in audits who are independent from the GOVERNING AUTHORITY and any other operator of the Community School with which the Community School has contracted.

In accordance with Code Section 3314.035, the GOVERNING AUTHORITY represents that the Community School shall (i) post on the school's website the name of each member of the GOVERNING AUTHORITY and (ii) provide, upon request, the name and address of each member of the GOVERNING AUTHORITY to the SPONSOR and the Ohio Department of Education.

In accordance with Code Section 3314.036, the GOVERNING AUTHORITY shall employ an attorney, who shall be independent from the SPONSOR or the operator with which the school has contracted, for any services related to the negotiation of this Contract or the Community School's contract with the operator.

In accordance with Code Section 3314.037, the GOVERNING AUTHORITY represents that the members of the GOVERNING AUTHORITY, the designated fiscal officer of the Community School, the chief administrative officer and other administrative employees of the Community School, and all individuals performing supervisory or administrative services for the Community School under a contract with the operator of the Community School shall complete training on an annual basis on the public records and open meeting laws, so that they may comply with those laws as prescribed by division (A)(11)(d) of Code Section 3314.03.

In accordance with Code Section 3314.038, the GOVERNING AUTHORITY represents that the Community School shall annually submit to the Ohio Department of Education and auditor of the State of Ohio a report of each instance in which a student who is enrolled in the Community School resides in a children's residential center as defined under Code Section 5103.05.

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

The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the Community School. To permit analysis of the existence of any actual or potential conflicts by the SPONSOR, the GOVERNING AUTHORITY shall submit to the SPONSOR, on 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.

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The Community School and GOVERNING AUTHORITY will comply with Sections 3302.04 and 3302.041 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, that 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 that it 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 sponsorship fee (the "Sponsorship Fee") to the SPONSOR, on or before the 10th day of the month for the term of this Contract, of the total amount of payments for operating expenses that the school receives from the state. The Sponsorship Fee will be based on the number of Full Time Enrollment (FTE) from the Community School Settlement statement and will be the sum of 2 % from a school's total state support for the first 300 FTEs, and 1.5% for all additional FTEs.

Where the majority of the governing authority membership are the same at one or more community schools sponsored by the Fordham Foundation, the SPONSOR, with written agreement from the GOVERNING AUTHORITY of each community school, may opt to combine the FTEs for each individual community school into a Total Fee. Total Fee will be comprised of all FTEs for each community school, as applied pro-rata to each school.

The sponsorship fee will increase to 2.0% for all FTEs, and for the remainder of the school year should any of the following events occur:

1. Two consecutive audits demonstrate non-compliance, deficiencies, material weaknesses, or any other material findings;
2. Referral of any matters to the Ohio Ethics Commission;
3. Site visit records compliance or Epicenter compliance (accurate/complete and on-time) falls below 79% for the year in any one category of records reviewed; 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% on any outstanding principal balance; 61–90 days: 6% on any outstanding principal balance; 90+ days: 8% 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.

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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 that such access is necessary to fulfill the SPONSOR's monitoring obligations as set forth in Code Section 3314.03(D), as well as providing all necessary information and documentation to enable the SPONSOR to submit the assurances pursuant to Code Section 3314.19 in a timely manner. 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; and the focus of the curriculum and academic calendar and instructional schedule for a typical school day.

In accordance with Code Section 3314.03(A)(23), 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 requirements 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

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subject area competency, as such competency standards are adopted and published pursuant to Section 3313.603(J) of the Code.

The GOVERNING AUTHORITY shall sign and complete Exhibit 10, which indicates whether the Community School is using, or plans to use, a “blended learning model” as defined in Code Section 3301.079. The GOVERNING AUTHORITY agrees that the Community School shall not operate using a blended learning model without the prior written consent of the SPONSOR. If, at any time, the Community School operates using a blended learning model, the GOVERNING AUTHORITY shall provide the following information in Exhibit 10:

1. An indication of what blended learning model or models will be used;
2. A description of how student instructional needs will be determined and documented;
3. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
4. The Community School’s attendance requirements, including how the Community School will document participation in learning opportunities;
5. A statement describing how student progress will be monitored;
6. A statement describing how private student data will be protected; and
7. A description of the professional development activities that will be offered to teachers

The GOVERNING AUTHORITY shall annually update Exhibit 10, and the SPONSOR shall review such information on an annual basis pursuant to Code Section 3314.19(N).

### **B. Financial Plan:**

In accordance with Code 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. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein. 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 (i) confirm to the SPONSOR that the projected student enrollment reported to the Department of Education is accurate and (ii) calculate and report student enrollment thereafter, all in accordance with Section 3314.08, and expend funds received as required therein. In accordance with Code Section 3314.03(B), the Community School shall submit to SPONSOR a comprehensive plan as required therein, which shall include copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.

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In accordance with Code 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 State.

In accordance with Code Section 3314.011, 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. Except as provided in Section 3314.011(D) of the Code, the designated fiscal officer shall be employed by or engaged under a contract with the GOVERNING AUTHORITY. The GOVERNING AUTHORITY shall provide prompt assurances to the SPONSOR that the Community School's fiscal officer is in compliance with Code Section 3314.011.

In accordance with Code Section 3314.03(A)(30), any and all money loaned to the Community School by the operator of the Community School, including facilities loans or cash flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

The GOVERNING AUTHORITY shall provide the SPONSOR with financial reports, enrollment records, and a reconciliation report for budgeted and actual costs and revenues every month, as required under Code Section 3314.023. Financial reports will be submitted in the form and format requested by the SPONSOR and, at a minimum, shall include cashflow and income statements and balance sheet information and may further include statements of revenues, expenses, and changes in net assets. The GOVERNING AUTHORITY will allow the SPONSOR to monitor the Community School's operations at the request of the SPONSOR.

The Community School will undergo an annual audit performed by the state auditor's office or a certified public accountant and provide a copy of the audit and management letter to the SPONSOR within ten (10) days of receipt of the audit by the school. The GOVERNING AUTHORITY will provide copies of any audits and management letters, upon request, to any other state agency or office that requests a copy of the audit. The GOVERNING AUTHORITY will submit copies of all state issued audits and management letters to the SPONSOR within 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, to include cost, acquired year, a brief description of the asset, and whether federal/title funds were used for the acquisition of such asset. The date the inventory was completed should also be recorded, and a copy of this inventory report must be submitted to the SPONSOR by September 30<sup>th</sup>.

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

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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. 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 the 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 non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms, and promotional materials other than radio advertisements.

In accordance with Code 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

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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 Sections 3314.06 and 3314.061 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 Code Section 3314.03(A)(7), 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 Code Section 3314.03(A)(6), 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 Code Section 3314.03(A)(16), the GOVERNING AUTHORITY agrees to comply with the requirements and procedures regarding the disposition of employees of the Community School in the event that 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 Code Section 3314.10, the GOVERNING AUTHORITY agrees that the employment of teachers and non-teaching personnel by the Community School shall be as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein, and said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and the Community School shall carry out all of the duties of an employer specified therein.

The GOVERNING AUTHORITY agrees to participate in the sponsorship information management system (Epicenter) developed by the SPONSOR, including but not limited to: (i) the participation of Community School staff in all required training and (ii) the 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 of an existing GOVERNING AUTHORITY member's resignation or a new GOVERNING AUTHORITY member's appointment.

### **D. Accountability Plan:**

The GOVERNING AUTHORITY agrees to assess student achievement of academic goals using the methods of measurement identified in the Academic and Organizational Accountability Plan ("Academic and Organizational Accountability Plan"), which is attached

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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, all applicable report card measures set forth in Sections 3302.03 and 3314.017 of the Code, 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 the SPONSOR with a written description of all actions it has taken to comply with applicable NCLB requirements by October 31.

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

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 on at least an annual basis; (3) report, by November 30 of each year, the results of the evaluation conducted under division (D)(2) of Code Section 3314.03 to the Ohio 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 that the Community School experiences financial difficulties or closes prior to the end of a school year.

In accordance with Code Section 3314.023, the SPONSOR shall provide monitoring, oversight, and technical assistance to the Community School as defined in Code Section 3314.023.



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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.

In accordance with Code Section 3314.02(E)(2)(c), the SPONSOR will annually verify that a finding for recovery has not been issued by the state auditor against any member of the GOVERNING AUTHORITY, any operator of the Community School, or any employee of the Community School.

In accordance with Code Section 3314.019, the SPONSOR will communicate with the state auditor regarding an audit of the school or the condition of financial and enrollment records of the school and shall maintain a presence at any and all meetings with the state auditor regardless of whether the SPONSOR has entered into an agreement with another entity to perform all or part of the SPONSOR's oversight duties.

### **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 disabilities.

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.

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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. School Facilities and Property; Site Visits**

Pursuant to Code Section 3314.03(A)(9), the GOVERNING AUTHORITY and the SPONSOR shall complete Exhibit 9, which outlines the facilities to be used by the Community School and contains the following information:

1. A detailed description of each facility used for instructional purposes;
2. The annual costs associated with leasing each facility that are paid by or on behalf of the Community School;
3. The annual mortgage principal and interest payments that are paid by the Community School; and
4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the Community School or GOVERNING AUTHORITY, if any.

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

In accordance with Code Section 3314.032(A)(3), the SPONSOR and the GOVERNING AUTHORITY shall complete a list that describes the owner(s) of the Community School's facilities and property, including but not limited to its equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices. Such list shall be included in Exhibit 9 and comply with the requirements of Code Section 3314.0210

### **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.

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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 this 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. If

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the SPONSOR finds at any time 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 and the suspension of operation of the Community School under Article IX are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article IX for suspension of operation of the Community School during the pendency of any probationary status or period for such imposed on the Community School under Article VIII.

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

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

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

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

#### **A. Health and Safety**

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately

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suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.

2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, 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's violation of any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

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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, that 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 fifteenth day of January 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's violation of 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%) 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;

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9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees, or agents in relation to their performance under this Contract; or
10. Other good cause.

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

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

1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;
2. If an informal hearing is requested and, as a result of the informal hearing, the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination.

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, and termination or nonrenewal of the Contract. In the event that the Ohio Auditor of State declares the Community School to be "unauditable," the GOVERNING AUTHORITY shall comply with its obligations under Code Section 3314.51.

If, at any time, the SPONSOR does not receive approval from the Ohio Department of Education to act as a sponsor to the Community School, or otherwise has its sponsorship authority revoked under the Code, then this Contract shall immediately terminate upon the occurrence of such event.

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

If the Community School permanently closes and ceases its operation, or closes and ceases to operate, (i) 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, and (ii) the designated fiscal officer of the Community School shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of the Community School's closure, in accordance with Section 3314.023 of the Code.



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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, the Code, or the 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.

In accordance with Section 3314.03(A)(20) of the Code, the GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the Community School pursuant to 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

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

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

### **Article XIV. Assignment**

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

### **Article XV. Amendments or Modifications**

This Contract, and all amendments hereto, constitute the entire agreement of the parties and may be modified or amended, provided that any such modification is in writing and signed

## COMMUNITY SCHOOL CONTRACT

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

### **Article XVI. Severability**

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

### **Article XVII. No Child Left Behind**

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

### **Article XVIII. Dispute Resolution Procedure**

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

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

In the event that 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

## COMMUNITY SCHOOL CONTRACT

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, or 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 course of prior dealing between the parties shall supplement or explain any terms used in this Contract.

**Article XXI. Notice**

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

If to GOVERNING AUTHORITY:

GOVERNING AUTHORITY  
Village Preparatory School::Woodland Hills Campus  
9201 Crane Avenue  
Cleveland, Ohio 44105  
Attn. Governing Board Chairperson

Copies to:  
Breakthrough Charter Schools 10118 Hampden Ave.  
Cleveland, Ohio 44108  
Attn. Chief Operating Officer

If to SPONSOR:

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

Copies to:

The Thomas B. Fordham Foundation  
15 West Fourth Street, Suite 430  
Dayton, Ohio 45402  
Attn. Kathryn Mullen Upton

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 that 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.

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**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**  
President

DATE: June 20, 2016

**THE GOVERNING AUTHORITY OF  
Village Preparatory School::Woodland Hills  
Campus**

BY: \_\_\_\_\_

Governing Board Representative

DATE: 6-22-16

## EXHIBIT 1: EDUCATION PLAN

### A.1 Mission

The Village Preparatory School :: Woodland Hills Campus (VPWH) is dedicated to providing a premier educational experience to students throughout the state of Ohio.

#### A.1.1 Vision

The school emphasizes individual educational growth resulting in above-proficient test scores, graduation, and acceptance to a high-performing college-preparatory middle school. This takes place in a technologically advanced, safe, and disciplined environment.

#### A.1.2 Educational Philosophy

##### High Expectations for Scholarship

Village Preparatory School :: Woodland Hills Campus students achieve academically when high expectations, structures, and supports are clear and consistent throughout the school.

##### High Expectations for Behavior

Village Preparatory School :: Woodland Hills Campus staff meet with every family before the start of the school year and outline the clear expectations for student behavior. VPWH provides a comprehensive student orientation at the start of every school year that explicitly teaches the behaviors expected. The school explicitly teaches values like respect, citizenship, and hard work. VPWH creates a culture every day that is orderly, disciplined, and conducive to learning by requiring consistent implementation of the rules, strong attention to the details of daily school procedures, immediate and consistent responses to violations of the Code of Conduct, and recognition and celebration of students' positive character. Students wear simple uniforms, walk silently in hallways, and earn checks for misconduct and rewards for exemplary behavior.

##### Achievement-Oriented School Culture

At Village Preparatory School :: Woodland Hills Campus, everyone holds to the five key values: Respect, Responsibility, Courage, Self-Discipline, and Perseverance. VPWH teaches these values as intentionally as academics are taught. Students show they are ready to learn by sitting in STAR posture: *Sit* up straight and tall, *track* the speaker, *ask* and answer questions, and *raise* a quiet hand. Students take diagnostic, formative, and summative assessments in every core subject to determine mastery of academic standards. Teachers and students track achievement and mastery toward standards and big goals throughout the year. Teachers meet weekly during dedicated professional time to review student performance, identify ways to strengthen classroom instruction and students supports, and communicate with families regarding student achievement.

##### Programmatic Focus

The central focus of VPWH's educational program is college preparation. All children are expected to achieve success in school and be prepared to achieve success in college. VPWH's mission requires that the school develop in all students the foundational skills, core content knowledge, critical-thinking ability, and personal characteristics necessary to succeed in demanding middle schools, high schools, and college. This is accomplished through a highly structured and disciplined environment in which rigorous instruction drives every classroom and



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frequent assessments allow us to ensure every student is receiving the ongoing academic support necessary for success. VPWH's educational philosophy and program are built on four core values.

*Core Value 1: All students have the ability to achieve academic excellence.*

Many scholars will enter Village Preparatory School :: Woodland Hills Campus already academically behind. It is VPWH's duty to provide the expectations, structures, and supports that will allow them to efficiently and effectively strengthen any academic weaknesses and advance forward.

*Expectations:* All scholars are college bound—every one. All scholars are expected to behave well and work hard. Scholars, families, and staff are expected to be accountable to each other for maintaining high expectations. All members of the school community sign a contract of commitment, a pledge to do all in their power and whatever is necessary to achieve academic success. Families are expected to attend annual family orientations and participate in parent conferences throughout the year. Progress reports are distributed three times each trimester, and report cards are issued at the end of each trimester. Scholars are expected to arrive at school on time, attend classes prepared to work and learn, and complete homework assignments thoughtfully, carefully, and punctually. Teachers are expected to raise the bar by developing lessons that reflect passion for and knowledge of their subject, assign work that is challenging and engaging, and assess scholar progress thoughtfully, fairly, and regularly.

*Structures:* All scholars will participate in a highly disciplined school environment based upon respect and accountability for their actions. They participate in an extended school day school year, and complete challenging homework every night.

*Supports:* Upon entering VPWH, all scholars receive 145 minutes of literacy and ninety minutes of math instruction and tutoring sessions.

*Core Value 2: All students thrive in a highly disciplined school environment.*

*"You have to build the culture first or you will never get to the academics." – Dr. Howard Fuller*

A highly disciplined school environment allow scholars to learn and teachers to teach. It is the school's responsibility to implement a culture of discipline, respect, and hard work every minute of every day. School staff are explicitly teaching values like respect, citizenship, and hard work. The school culture makes it "cool" to do well and help others. Village Preparatory School :: Woodland Hills Campus has clear, high expectations for scholar conduct and a strict discipline policy. Through clear rules and constant positive reinforcement, all VPWH scholars learn to take responsibility for themselves, their school, and their community. Older scholars are expected to provide leadership to their younger peers by modeling hard work and respectful behavior.

*Core Value 3: All students must be prepared to excel in demanding middle schools and high schools on their way to selective colleges.*

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*"No excuses. That is the message that superb schools deliver to their students. And that is the message that schools (and school board members) need to hear. Sure, some kids are easier to teach than others. But dysfunctional families and poverty are no excuse for widespread, chronic educational failure."* – Abigail and Stephan Thernstrom

Many of VPWH's scholars will be the first members of their families to attend college, so the path to higher education will be a long and strenuous climb. A school can encourage, cajole, and prepare a scholar academically, but success relies ultimately on a scholar's internal belief in and commitment to his own success. To place VPWH's scholars firmly on the long climb to college, the school will explicitly and proactively instill perseverance and courage in each of the its scholars. In order to fulfill VPWH's long-term goal of having scholars enter and succeed in demanding middle schools, high schools, and colleges, the school inculcates commitments to enthusiasm, hard work, and achievement with no excuses.

*Core Value 4: All students deserve outstanding teachers who produce outstanding results.*

*"The best teachers stand for a set of principles on which they will not compromise."* – Rafe Esquith

Teachers' attitudes and actions critically influence student performance. A teacher who moves too quickly through curriculum, ignores the needs of a struggling student, shows favoritism to another, or displays complete apathy toward the subject material diminishes the possibility of success for many of his students. Outstanding teachers challenge all of their students to do their best, learn the most, and see the world through new eyes. They have a passion for their content areas and instill that passion in their students. The teachers are prepared with strong lessons every day and use assessments to ensure they have a close and clear understanding of what their students are learning. These are the teachers that Village Preparatory School :: Woodland Hills Campus has on staff and will continue to recruit.

Experience with educating students in high-poverty environments and a track record of successful, measurable results in the classroom are key characteristics that VPWH teachers must possess. A belief that every student can learn and that standards-driven lessons and assessments are supportive of learning is also key. The ideal candidate is willing to work hard to give students discipline, boundaries, and challenges and to work as a member of a mission-driven team relentless about academic results.

Village Preparatory School :: Woodland Hills Campus supports its teachers in many ways. Teachers are trained in a 3–4-week summer orientation prior to the start of the school year. Professional development time is a part of the school's weekly and annual schedule. Meetings between the director of curriculum and instruction and teachers are held regularly to exchange ideas, concerns, and supports. Collaborative subject-area teams have daily opportunities to observe and learn from their colleagues. Two periods of planning time are incorporated into each teacher's daily schedule. All staff have the professional supplies and resources necessary to challenge the students and themselves.

Village Preparatory School :: Woodland Hills Campus teachers use materials that have

demonstrated success with similar populations. VPWH never uses any one instructional approach in isolation, as it is important to encourage teachers to devise the most comprehensive methods to deliver the best outcomes for students. Curriculum is standards-driven, and VPWH ensures that all students meet specific national, state, and school standards required before progressing into higher grades. VPWH believes that standards provide a clear and useful framework by which to measure real student progress and hold teachers accountable for student performance.

A future of academic success that includes college cannot be built on a weak foundation. A strong foundation is one that is built upon well-developed skills in literacy and mathematics. As E.D. Hirsch points out in *The Schools We Need and Why We Don't Have Them*, "The ability to learn something new depends on an ability to accommodate the new thing to the already known." In order to do more advanced work, students must have skills and content "already known,"; to achieve mastery, students must be given rigorous instruction and mandatory supports to develop a skill and knowledge base. The road to college and the higher-level thinking that it requires begins with the ability to read well, write well, and compute accurately. VPWH builds this foundation through the implementation of the school's instructional strategies and core beliefs, all of which are supported by the practice of high-performing urban charter schools that inspired VPWH's design. VPWH's instructional strategies are outlined below.

- Consistent school-wide approach to classroom instruction: All classrooms are structured through the common use of the Universal Blackboard System (UBS), with "Do Now"/AIM/Agenda/HW, classroom procedures for notebooks and classroom supplies, and instruction that follows the "I do, we do, you do" approach. The UBS, inspired and guided by the work of noted urban educator Dr. Lorraine Monroe, is shown to lead to greater efficiency; all lessons are sharply focused on a clear, standards-driven aim, and the entire class hour is planned out in the agenda. Students benefit from the teacher's direct instruction ("I do"), group practice guided by the teacher ("We do"), and individual opportunities to practice, apply, and master the skill and content of the class ("You do").
- Standards-based instruction: VPWH's educational goals at each grade level are clear and ambitious because the school uses state and national standards as the foundation and standards-driven assessments as the benchmarks.
- Flexible ability groupings: Instructional supports and strategies are most effective through the use of flexible ability groupings in the core subjects of reading and math. Students are responsible for mastery of the same concepts and are required to take the same internal and external assessments regardless of grouping. By using differentiated instructional strategies, teachers maximize the learning of all students.
- Data-driven instruction: In order to be academically competitive, VPWH students must excel above their local, state, and national peers. VPWH creates and implements unit and end-of year standards-based assessments to ensure students reach those expectations; staff effectively address any student deficiencies within the extended day, week, and year, adjusting classroom instruction and materials as needed. This data-driven approach is an invaluable tool in many of the best elementary, middle, and high schools throughout the country, and it is a critical component of VPWH's design.
- Constant support—no excuses: In addition to the instruction that teachers deliver in their classrooms, Village Preparatory School :: Woodland Hills Campus utilizes the two-

teacher model in each classroom. Tutoring is also provided after school and in the mornings for students who need additional support. Each grade level also has access to a Title I teacher for additional intervention and support.

- **Working with a sense of urgency:** Teachers and administrators always maintain a high level of urgency. The school is filled with a sense of immediacy, particularly with an elementary school population that is challenged to remediate skill and content acquisition within the first year. Teachers do not waste a minute of instructional time. From the second students walk through the door, they start a “Do Now,” flow right into the lesson, and work until it is time for the next class to begin.

## **A.2 Geographic Boundaries**

Village Preparatory School :: Woodland Hills Campus enrolls students statewide.

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

Classroom-based learning opportunities are described throughout this Exhibit and include but are not limited to instruction in the subjects set forth below, tutoring opportunities, and student projects. Non-classroom-based learning opportunities include field trips to the Cleveland Zoo, the Great Lakes Science Center, the new aquarium, local farms, and the Children's Museum. The school also hosts family nights (including but not limited to events such as Math Night, Literacy Night, and Science Night) and family breakfasts to engage families..

The curriculum development process at Village Preparatory School :: Woodland Hills Campus serves as one of the most important steps on the path to ensuring that every student receives an excellent education. The development of this standards-based curriculum starts during a four-week Summer Institute in which teachers are taught a nine-step curriculum development process. There they begin work on completing their own rigorously developed curricula. This process is similar to the curriculum development process used at Leadership Preparatory Charter School and Excellence Charter, two high-performing urban elementary schools in New York.

## **Rationale**

In most cases, choosing one particular textbook or curriculum will not help Village Preparatory School :: Woodland Hills Campus meet the lofty goals it has set for its students. Most curricula are based on broad national standards, even if they claim to correlate with the standards of a particular state. It is because of this loose correlation that Village Preparatory School :: Woodland Hills Campus instead chooses to develop its own curriculum. It is intentionally planned, meticulously crafted, and aligned with the Partnership for Assessment of Readiness for College and Careers (PARCC) in order to put students squarely on a college-preparatory track.

## **Overview**

Each step in the six-part process is linked, such that daily instruction is tied directly to internal and external assessments. During Summer Institute, Steps 1–3 of this process are completed in their entirety, Step 4 is completed for Trimester 1, and Steps 5–6 are completed for the first two weeks of school. The curriculum documents for Step 4 for Trimesters 2 and 3 are completed during professional development days scheduled throughout the year. A complete list of due dates is provided during the first week of Summer Institute. Steps 5 and 6 continue to be completed on a weekly basis throughout the year.

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- Step 1 : Test Alignment
- Step 2: Standards and Benchmarks
- Step 3: Long-Term Plan
- Step 4: Unit Designs
- Step 5: Weekly Syllabus
- Step 6: Lesson Plan

### ***Step 1: Test Alignment .***

This process ensures that the Village Preparatory School :: Woodland Hills Campus curriculum is aligned to assessments VPWH students take throughout their elementary school careers (PARCC, NWEA, MAP etc.). Alignment means that the school's students have the prerequisite content knowledge and test-taking skills to score competitively on these assessments. In order to ensure alignment, teachers do the following:

- **Read** the OAA and MAP assessments from all years for which there are released items—multiple times, from cover to cover, including the directions
- **Read** the Test Blueprint provided by the Ohio Department of Education
- **Analyze** released OAA/PARCC exams in order to develop strategies that will ensure that Village Preparatory School :: Woodland Hills Campus students are well prepared for these assessments
- **Complete** a detailed chart listing the Question Format, Task Verb, Content Vocabulary, Ohio Standard, and Skill(s) for each question on these assessments.
- **Categorize** questions by indicators (from the Ohio Standards) and skills
- **Examine** indicator frequency and variations of question format, paying particular attention to the most tested indicators

### ***Step 2: Standards and Benchmarks.***

The second step in the development process involves developing a set of "power standards" and related benchmarks used to measure if students are meeting each standard. While not every Village Preparatory School :: Woodland Hills Campus Power Standard and Benchmark is reflective of Ohio's New Learning Standards, every unit of study addresses them, and every standard receives sufficient attention during the school year. In order to ensure that the power standards and benchmarks are well constructed, teachers do the following:

- Read the Ohio Academic Content Standards and Academic Content Standards of High-Performing Schools.
- Read the Massachusetts, California, Indiana, and Common Core standards relevant to their subject areas. These state standards were given an "A" grade by the Fordham Foundation and are excellent models for Village Preparatory School :: Woodland Hills Campus standards.<sup>7</sup>
- Develop approximately 10–12 power standards<sup>8</sup> with 50–60 benchmarks for their classes (5–6 benchmarks per standard).

Village Preparatory School :: Woodland Hills Campus power standards and benchmarks are

- Rigorous, in that they reflect high expectations;
- Clear and jargon-free;
- Measurable, in that students will be able to "demonstrate," "analyze," "explain," "compare," "identify," "describe," "compose," "apply," etc., when being assessed on each benchmark;
- Specific, in that they define what students will learn but avoid prescribing teaching activities like "students participate in book talks" or "students read aloud"; and
- Manageable, in that they avoid long sets of objectives that cannot be easily covered in the allotted time period—specifically, students should be able to master "aims," which are pieces of each benchmark, at the end of the class period.

### ***Step 3: Long-Term Plan***

The long-term plan is Village Preparatory School :: Woodland Hills Campus's version of a scope-and-sequence document. The plan is a combination of a schedule of assessed standards and a unit sequence calendar. A schedule of assessed standards were created during the Summer Institutes of 2012 and 2013 and will continue in summer 2014.

Teachers use the following when developing their long-term plans:

1. Based on the list of benchmarks in the long-term plan, they decide on the number of units for the year. Then they decide if all units are of equal duration or if certain units require more time. It is fine to have a short two-week unit, but units should not take more than 6–8 weeks.
2. Using the unit sequence calendar, they set the beginning and ending date of each unit. They start from the end point to ensure that all benchmarks are met and the timing of units is adequate. Where do teachers need to be in April?
3. Using the calendar, they break down units by weeks in terms of content topics and performance skills. They readjust the schedule of units and number of weeks if necessary and make sure to include time for re-teaching, extensions, and re-testing.
4. They record the unit number in which it is anticipated that students will have mastered each benchmark on the long-term plan.
5. Throughout the year, they check in with pacing of curriculum and readjust when necessary. Pacing will be inevitably affected by unexpectedly missed classes or days off, and some topics taking more time than others.
6. They set a goal for student mastery of the material in each unit and design goals such that timely fulfillment of each keeps the class on pace to meeting the Big Goal.

### ***Step 4: Unit Design***

Village Preparatory School :: Woodland Hills Campus uses a modified version of the backwards-planning unit template developed by Grant Wiggins and Jay McTighe in the book *Understanding by Design*. This modified unit plan template was provided to teachers during the Summer Institute. Teachers made changes to this template appropriate for their content area while maintaining certain core components of the template as identified during training. The unit plan establishes goals, understandings, essential questions, appropriate assessment evidence to meet these criteria, and an outline of skills and vocabulary covered during the unit. The vocabulary component includes the explicit teaching of task verbs and vocabulary for test preparation. Unit designs are created during Summer Institutes and throughout the course of each school year.

### ***Step 5: Weekly Syllabus***

All Village Preparatory School :: Woodland Hills Campus teachers create a simple syllabus for each week of the academic year. The syllabus serves as an important communication tool between Village Preparatory School :: Woodland Hills Campus teachers and the students' parents. The weekly syllabus is submitted to the shared file server no later than 4:00 p.m. on Friday afternoon. A weekly syllabus for at least the first two weeks of school is created during summer training. Each Village Preparatory School :: Woodland Hills Campus syllabus contains the following:

- Date, week number, class, teacher, email address, office phone number, and unit title
- Note to students and families
- Daily aims
- Homework assignments

### ***Step 6: Lesson Plan***

Teachers create daily lesson plans using their unit design as a guide. Daily lesson plans are the micro-level plans that outline teaching activities and materials needed for each day. Daily lesson plans include explicit daily teaching activities and follow the gradual release format—"I do, we do, you do." The purpose of the daily lesson plan is to provide an explicit guide for teachers during the lesson. They also are a useful tool for any instances in which a substitute teacher is in the classroom. Daily lesson plans are made using the Village Preparatory School :: Woodland Hills Campus Lesson Plan template.

Village Preparatory School :: Woodland Hills Campus curricula are aligned with the requirements of the Ohio Department of Education and will be college-preparatory. VPWH understands that students may have serious deficiencies when they first enter the school; however, the entire school design is meant to ensure that all students acquire the skills and knowledge needed to meet the school's demanding curriculum. Diagnostic assessments determine students' strengths and weaknesses. As necessary, teachers supplement the curriculum to meet student needs. Organized instruction that supports the most at-risk students, the extended day and year, double blocks of instruction in literacy and math each day, and multiple academic supports each afternoon allow every student population to learn at a high level.

### ***Mathematics***

Village Preparatory School :: Woodland Hills Campus employs a rigorous, fast-paced math program that is designed to carry all students through a minimum of one year of high school algebra by the time they complete eighth grade.

In the early grades, Village Preparatory School :: Woodland Hills Campus uses the Go Math program. Go Math has extensive research behind it demonstrating efficacy with low-income student populations. Go Math has good interactive web capabilities and consumables that will aid the scholars in their readiness for the PARCC assessments and the Common Core. It has great components for Response to Intervention (RTI) as well.

The Go Math lessons include the following components:

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1. The Math Meeting
2. The Lesson
3. Handwriting Number Practice
4. Independent Lesson Practice
5. Guided Class Practice
6. Fact Practice—K/First Grade

### *Language arts (reading and writing)*

Literacy is the key academic skill upon which all future skill and knowledge acquisition is based. Low-income children hear two-thirds as many words in the home each hour as do children of more affluent families. This means that between the ages of zero and three, a low-income child is exposed to some thirty thousand fewer words than a high-income child. This lack of exposure results in the average low-income child arriving at the first day of kindergarten with half the vocabulary of his more affluent peers. IO Research has repeatedly demonstrated that success or failure in forming a foundation of basic literacy in the early grades is a strong indicator of later academic success. In fact, according to the National Research Council, "Academic success, as defined by high school graduation, can be predicted with reasonable accuracy by knowing someone's reading skill at the end of third grade. A person who is not at least a modestly skilled reader by that time is unlikely to graduate from high school."

Village Preparatory School :: Woodland Hills Campus takes this challenge seriously and reacts to it with resolve and urgency. The school provides its K–1 students with 145 minutes of reading instruction each day. The Village Preparatory School :: Woodland Hills Campus reading program "overwhelms the challenge" of early literacy deficits by aggressively accelerating students through a program that addresses the five components of early literacy highlighted by the U.S. government's blue-ribbon Reading First panel:

- Phonemic awareness
- Phonics
- Vocabulary
- Fluency
- Comprehension

To address the five components, Village Preparatory School :: Woodland Hills Campus concurrently utilizes five strong, complementary, research-based programs:

- Direct instruction (Reading Mastery)
- Reading comprehension instruction based on the Urban Education Exchange Concepts of Comprehension and Nancy Boyle's reading comprehension strategies
- Explicit vocabulary instruction through Text Talk (K–12)
- Comprehension toolkit for nonfiction studies
- Blended learning program (to be selected)

Village Preparatory School :: Woodland Hills Campus uses Lucy Calkins's Units of Study. It is



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an updated version of the earlier Lucy Calkins model for grades K–4, and it is aligned to the Common Core (since Breakthrough Schools Network adopted Common Core in 2013). The school will teach scholars to see themselves as writers with unique voices and to develop the powerful ability to express, communicate, question, persuade, synthesize, and teach others through their writing.

Beginning in kindergarten, VPWH provides a writing curriculum that helps scholars to develop and hone their writing through the use of mentor texts, daily modeling of writing strategies by teachers, explicit handwriting and grammar lessons, one-to-one conferring, and publishing pieces at the conclusion of each unit. The completion of a genre will include celebration of their work and a reflection on their writing pieces and goals. Writing at all times must be an event that values the students' emergent strengths and focuses on writing content to which they feel personally connected. Since there are clear and measurable standards to reach, VPWH's writing instruction is most successful when students write about topics of interest, have an authentic purpose in mind, and have the opportunity to present their writing to a real audience of readers.

### *Science and social studies*

Recent cognitive research indicates "that the ability to learn something new depends on the ability to accommodate the new thing to the already known." Low-income students, often not as fully exposed as their more affluent peers to a breadth and depth of topics, can enter school at a disadvantage that becomes increasingly difficult to bridge as they move through school. Unless their knowledge base can be rapidly extended, they may risk falling further behind peers who have a wider context for incorporating new academic material.

The Village Preparatory School :: Woodland Hills Campus science and social studies standards are based on a combination of the Ohio, Indiana, Pennsylvania, and California standards and Doug Lemov's Taxonomy of Effective Teaching Practices. Teachers within each grade level create and follow a set scope and sequence that alternates units of science and social studies.

At VPWH, year-long academic planning ensures that both science and social studies are organized into cohesive units that build upon one another as the year progresses. VPWH's instruction alternates throughout the year, with one unit focused on science explorations each day while the next unit focuses on lessons in social studies. This ensures that teachers have uninterrupted stretches of time to develop scholars' depth of knowledge and to support their mastery of the material.

### *Physical education*

VPWH's physical education program is designed to keep students active, fit, and healthy. It is also used as a time to reinforce the school's culture. Students are encouraged to participate in group activities, try new sports, and challenge themselves. Village Preparatory School :: Woodland Hills Campus standards are aligned with state and national standards.

### *Unity circle*

Unity circles are held on Fridays, when the school meets as a whole and highlights successes and challenges within the school environment. The meetings are led by faculty and staff but also provide leadership opportunities for students. During unity circles, individual students and classes

are rewarded for their accomplishments throughout the week.

### *Enrichment*

Students who are not in need of additional academic support enjoy enrichment activities during the last hour of the school day. These students are able to participate in programs that may include (but are not limited to) soccer, student government, debate, and computer literacy.

### **Differentiated Instruction During Guided Practice**

Students learn at different rates, but all deserve to be challenged at appropriate levels. During guided practice, excellent teachers use a number of techniques to ensure that all student needs are met, including the following:

#### ***General Strategies:***

- Learning contracts: an agreement between each student and teacher that indicates which of a set of centers or objective-driven learning activities a student undertakes and in what order. The contract specifies when the teacher holds the student accountable for the material.
- Learning-from-text circles: leveled groups of students who engage in different studies of a piece of written material or the same study of different texts.

#### ***Differentiation by Interest:***

- Choice boards: work assignments are written on cards that are placed in hanging pockets. Students are asked to select a card from a particular row of pockets.
- Students can choose to master an objective, selecting from questions based on their individual interest.

#### ***Differentiating for those who have mastered the material:***

- Leave bonus or challenge problems on the board for students who finish early
- Assign outstanding students to serve as peer tutors or editors (they can circulate the room to help other students with the problem-solving process)
- Leave board space for outstanding students to model their problem steps
- Create tiered assignments that begin with basic skills and then allow those who have mastered them to progress to more high-level case studies or real-life applications of material
- Encourage independent study or expert journal.

#### ***Differentiating for those who have not mastered the material:***

- Provide notes or graphic organizers to students who need additional support.
- Create a center for one-on-one help with a teacher or peer tutoring opportunities.

#### ***Differentiation by Learning Style:***

- Tiered assignments: Students select activities from a list in which all are designed for mastering a particular objective through a particular learning style.

### **Check for Understanding**

Good drivers check their mirrors every five seconds. They need to know what's happening around them as they drive because waiting for an accident to tell them they're doing something wrong is a costly strategy. A master teacher tests whether her scholars understand the concepts she's teaching as often as she can. She constantly checks the mirrors and adjusts her driving. That is, she finds opportunities to assess what her kids know and can do *while she's teaching*. Some of these checks may be in-the-moment decisions, but to ensure that they happen consistently, check-for-understanding activities are built into every lesson plan. She uses that information constantly to inform what she does and how she does it. Her feedback loop is measured in minutes, not days. Here are some of the tools Village Preparatory School :: Woodland Hills Campus teachers use to do that:

- Dip-sticking: Asking a sample of students who exhibit a wide range of skills a common question (or a set of similar questions on a common topic) to gauge the level of mastery of the whole class. This can be done through cold calling, asking for hands, or through choral responses.
- Hand signals: Asking students to use non-verbal signals to show their answer to a series of questions ("One finger up if you got A, two up if you got B," etc.).
- Observation: Observation is the second-most common (and arguably the most effective) way to determine whether scholars understand a concept, especially because it addresses a key validity challenge—kids can often answer correctly verbally, but not in writing. You want to see them write the answers out before you sign off. Observation, which involves circulating when scholars are doing independent seat work to observe mastery levels, is faster than questioning: You can see more data points more rapidly. Like questioning, this skill does not so much involve changing activities as it does thinking of the information in front of you through a different lens—as data. Instead of circulating to see how close to finished students are or whether they are working, you would specifically look for the number and type of errors they are making, possibly even tracking them on a short response sheet so you can organize and refer back to the data later.

### **Academic Standards**

Rigorous curriculum aligned with state and national standards ensure all teachers provide the necessary instruction in all of the core classes. Standards are the basis for all curricular development and implementation at VPWH. Teachers are evaluated on their ability to successfully move students toward mastery of the standards-based curriculum as evidenced by internal and external assessments. Curriculum mapping, led by the school director and director of curriculum and instruction (in conjunction with the teaching staff), ensures that each student's academic needs are being met.

In ensuring the school's standards are challenging and content-rich, Village Preparatory School :: Woodland Hills Campus assembles a team of experts for each core subject area to evaluate and provide input into the development of content and performance standards during the planning

year. VPWH also consults with other high-performing charter schools in Ohio and around the country. This allows VPWH to develop content and performance standards that lay a solid foundation to prepare all students to excel in middle school, high school, and college.

### **Promotion Policy**

Village Preparatory School :: Woodland Hills Campus believes that students should only be promoted when they have demonstrated mastery of academic standards. Village Preparatory School :: Woodland Hills Campus is founded upon the understanding that promoting students to the next grade because of their age instead of their readiness to do the work is not beneficial to students. Thus, one of the most critical and distinctive aspects of VPWH's academic program is its promotion policy. To build a culture of learning and achievement and to ensure students demonstrate readiness for the next grade level, VPWH employs a strict and simple promotion policy.

In order for students to be promoted to the next grade, they must meet certain criteria. It will be a continued goal at VPWH to keep parents informed and provide a premier college-preparatory experience. Below are specific areas of concerns that could affect the promotion of a student. Data from each criterion are reviewed by the school directors and teachers in order to make decisions around promotion and retention.

### **Standards-Based Student Report Card**

Each standard on each subject on the student's individual report card is assigned a numeric grade to indicate how well the student performed. Students receive a 4, 3, 2, or 1 for each area. A 4 indicates 90–100 percent accuracy on the assignments for a given standard; a 3 indicates 80–89 percent accuracy; a 2 indicates 70–79 percent accuracy; and a 1 indicates 69 percent or less accuracy. Students must receive no less than a 70 percent passage rate on standards in reading and math in order to be promoted.

### **Third-Grade Reading Guarantee**

VPWH will abide by all state laws and regulations regarding the promotion of third-grade scholars into fourth grade, as measured by assessments (OAA, PARCC, or other) or other means as defined by the Ohio Department of Education.

### **Important Considerations**

#### **Attendance and punctuality**

The student's attendance patterns (excused and unexcused absences, tardiness, and early checkout) and its effect on student progress will be taken into account.

#### **Homework completion and quality**

Students are expected to complete all assigned homework with quality, accompanied by a parent signature. This includes the nightly reading log and the behavior log. Although promotion and retention are not based on completing homework, homework quality and completion helps to ensure that students will perform well on in-class assignments and assessments.

### ***A Final Word on the Promotion Policy***

Retention and/or placement decisions are made only after the school has notified and conferred with parents throughout the year (progress reports, report cards, parent conferences, etc.) as to

the student's progress or lack thereof. Promotion of a student from one grade to the next is based solely on that individual student having met applicable promotion criteria as described above. However, the final decision to promote a student shall rest solely with the head of school, with appropriate input from the school directors, the student's teachers, and the professional staff.

### **Homework and Independent Reading**

Even though Village Preparatory School :: Woodland Hills Campus students have a longer school day than other public school students, the amount of instructional time available is not sufficient for students to master the school's content and skill objectives. It is essential that students continue their learning at home.

All Village Preparatory School :: Woodland Hills Campus students receive a reading log and homework every night. In total, they receive approximately 20–40 minutes' worth of work in grades K–1. Assignments are clearly linked to objectives covered by the classroom teacher. They call on students to practice skills and content that has previously been mastered to help reinforce it. They are accompanied by clearly written directions that the student and his family are capable understanding.

Students are also expected to read independently (or with a family member) for a minimum of twenty minutes every night (including Saturdays and Sundays). They can read books of their choice that are already in their home or borrowed from their "reading backpack." Each pair of classroom teacher maintain a system to ensure that reading backpacks that go home are returned. If books are not returned, teachers cannot send home any new books. In cases where a student fails to bring back reading material sent home, teachers inform the co-director.

### **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 are not limited to field trips, programs, and/or events.

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

Village Preparatory School :: Woodland Hills Campus serves primarily low-income students, but it is open to all students.

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

Village Preparatory School :: Woodland Hills Campus offers a minimum of 920 hours of instruction annually. The governing authority annually approves a calendar that may include but is not limited to instructional days, assessment days, professional development days, holidays, extended day/year time, parent events, and other school-related events. The calendar is subject to change as necessary, and any changes shall be approved by the governing authority.

Village Preparatory School :: Woodland Hills Campus's academic year provides an extended school day within an extended school year—both proven effective in urban settings with low-performing public school students. Students therefore have the support and time needed to prepare for rigorous middle programs. Enrichment programs—including art, physical education,

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character education, and tutoring—enhance the school day, providing students with an in-depth knowledge of the curriculum and the confidence to achieve in a high-expectation environment.

Both the calendar for the academic year and daily schedules are developed and implemented at the discretion of the school.

In an impoverished community with established schools performing below state averages and students performing below proficiency levels, Village Preparatory School :: Woodland Hills Campus has redoubled efforts to ensure urban students bridge the gap between their performance and that of their suburban counterparts. VPWH provides all students 145 minutes of literacy instruction and ninety minutes of math instruction, along with tutoring sessions. The school day is accelerated on the first Friday of each month, with dismissal at 1:30 p.m., to provide all staff professional development and collaboration opportunities that include dedicated time to review ongoing student achievement, share effective teaching practices, and review curriculum and assessment development. Teachers have two planning periods each day. Math and reading instructors are expected to observe, evaluate, and self-evaluate weekly by attending their colleagues' classes during one afternoon planning block per week. Teamwork and grade-level planning are an integral part of the staff culture at VPWH.

The school year for the staff begins in mid-July with a 3–4-week orientation. In the beginning of the school year, students participate in an orientation prior to beginning of core academic instruction. This orientation introduces students to the culture of high expectations and no excuses at VPWH. It also provides direct instruction and practice of school-wide expectations, procedures, and routines.

The school is based on a trimester schedule, with each trimester lasting approximately sixty-four days. Teachers compile test and class grades promptly, and report cards are picked up by parents at school conferences one week following trimester exams. Progress reports are sent home midway through each trimester. Professional development days for staff are scheduled throughout the year. VPWH ends its academic year with parent-teacher conferences, followed by a school and family event to foster school culture and celebrate the year's successes.

In addition to an extended school day and year, each classroom has two teachers present. The co-teacher model allows for flexible ability groupings in the core subjects of language arts and math. This model also allows for greater differentiation, more thoughtful instruction and planning, and more individualized attention for each child.

Village Preparatory School :: Woodland Hills Campus students are expected to follow school rules and meet school expectations from the moment they enter the building. By enforcing high expectations from the moment students start their day with us, VPWH sets a "threshold" that signals to students that it is time to leave outside behaviors outside and take on the behaviors they know are expected of them at VPWH.

The typical day in the life of Village Preparatory School :: Woodland Hills Campus students begins at 7:35 a.m., when the majority of students arrive to school. When a VPWH student arrives at school each day, an administrator stands at the front door to greet him with a firm

handshake and a warm greeting. This initial ritual is critical for setting the tone for the day and ensures scholars understand that VPWH is a unique place where they will learn and do great things.

After greeting an administrator, students put away their homework binder and other belongings before receiving breakfast. Students are encouraged to socialize with their peers using soft chatting voices. Toward the end of breakfast, at 8:05 a.m., students and teachers have a community meeting that includes the Pledge of Allegiance and the "school promise." All students have three reading blocks before lunch and; depending on the grade, math and "math meeting" occur either before or after lunch. These periods make up a total of 145 minutes of literacy and ninety minutes of math instruction—along with a snack, an energizer, and handwriting instruction.

For lunch, students walk silently to the cafeteria, collect their meal, and sit silently. Once every student is seated, the lead teacher signals to the group that they have permission to talk quietly while they eat.

When lunch is over, students return to their classrooms for classes. These lessons include math and math meeting, science, social studies, writing, and enrichment classes, which include art, physical education, and character education.

After they retrieve their belongings and prepare for dismissal, students are led by their teachers to Unity Hall from 3: 15 p.m. to 3:25 p.m. At 3:30, students are dismissed from Unity Hall to either their bus assignment or to their parent or guardian for pick-up.

The number of school days, daily and weekly schedules, programmatic components, and first and last days of school may be adjusted to best serve student needs.

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

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

Village Preparatory School :: Woodland Hills Campus serve all students regardless of ability and complies 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. Village Preparatory School :: Woodland Hills Campus educates students with disabilities in the least restrictive environment (LRE) and with their non-disabled peers to the extent appropriate and allowed by each student's individualized education plan (IEP). The school does not discriminate in admission and enrollment practices against students having or suspected of having disabilities.

At Village Preparatory School :: Woodland Hills Campus, all students can achieve academically regardless of ability. Village Preparatory School :: Woodland Hills Campus provides students with disabilities with a free and appropriate public education (FAPE), and to ensure that all students' needs are well met, Village Preparatory School :: Woodland Hills Campus hires teaching staff who have the appropriate special education licensure issued by the Ohio Department of Education. The school employs a special education director to work closely with the director of curriculum and instruction and all teachers and students to provide

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accommodations and modifications as needed.

The special education director also maintains records and adheres to the following processes to ensure that Village Preparatory School :: Woodland Hills Campus meets every student's needs:

- Upon enrollment, families 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 special education director communicates with families regarding students already receiving special education services.
- The staff implements existing IEPs and provides an appropriate education within the least restrictive environment; as appropriate, staff members meet with families to rewrite IEPs.
- Academic progress is monitored regularly for all students, and those who are not showing academic progress receive additional supports (i.e., after-school tutoring). If a student isn't making progress through such supports, the staff begins the pre-referral process, and the special education director works closely with teachers to identify alternative strategies within the classroom to support her.
- The strategies are implemented in the classroom immediately. If the student does not show improvement, the school recommends an evaluation and, with parental consent, conducts 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 special education director, a general education teacher, and the student (if age appropriate)—develop an IEP for the student, and agreed-upon special education services are provided.
- All IEPs are evaluated annually and revised as needed by the IEP team. All students receiving special education services are reevaluated at least once every three years.
- To the greatest extent possible, Village Preparatory School :: Woodland Hills Campus serves all students within an inclusion program. In cases where the needs of the student and the IEP require a different program, Village Preparatory School :: Woodland Hills Campus will meet those needs with existing or appropriately licensed contracted staff.

Village Preparatory School :: Woodland Hills Campus provide two kinds of interventions: school-wide programs and referral-based services. School-wide programs have no screening criteria: All students can participate in these programs. These programs include Title I tutors, for example. Referral-based services directly target students with particular deficits—whether academic, organizational, socio-emotional, or behavioral—that put them at risk for academic failure.

Students will be referred to these services using a threefold process:

- Using beginning-of-year data to identify students early
- Regular six-week check-ins to identify students in need of services
- A clear process for ad-hoc referrals

***Accommodations and Modifications:*** A student's IEP lists accommodations that need to be made in the general education classroom that all teachers must, by law, implement on a daily basis. In the most literal sense, the accommodations that are made to adjust for a student's special



needs are simply an extension of differentiating instruction techniques that good teachers implement on a regular basis.

- Generally speaking, **accommodations** do not alter the substance of the curriculum, but instead include adjustments to structures and delivery methods (seating arrangements, using graphic organizers, etc.) that help the student to engage in the curriculum. Simply put, accommodations provide an alternative way of accessing the same curriculum.
- **Modifications** are changes made to the curriculum itself (such as when a student is assigned a different book or exercise). Modifications should be used only sparingly and only if accommodations do not meet the needs of the students.

The accommodations or modifications made for particular students are purposeful responses to a particular learning difference experienced by a child. As a result, it is difficult to create general protocols for adjusting instruction that apply to every situation. Nonetheless, a teacher's objectives, lesson plans, instructional methods, and assignments can be differentiated as follows:

- **Size:** A common method of differentiating instruction is to adapt the number of items that the learner is expected to learn or complete, or to adapt the amount of information that a student is provided at one time.
- **Time:** Another common approach is to extend the time that a student has to complete some task or learn some material. The teacher may find it helpful to individualize the timeline upon which a project is expected to be completed, for example.
- **Input:** A teacher can adapt the way instruction is delivered to students by using a variety of visual aids, concrete examples, or hands-on activities.
- **Output:** Similarly, one can adjust the types of output that the students are producing. Perhaps projects, tasks, or presentations might be appropriate adjustments for a student whose disability makes written expression very difficult.
- **Level of support:** The teacher might consider increasing the amount of personal assistance the learner is receiving during a given task.
- **Participation:** Students' disabilities can be inextricably intertwined with self-esteem issues. In some cases, too public a form of participation can inhibit a student's learning. You may want to consider adapting the extent to which a certain learner is expected to participate.

### **Limited English Proficiency (LEP) Program**

Village Preparatory School :: Woodland Hills Campus serves 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. Village Preparatory School :: Woodland Hills Campus follows all Ohio guidelines for identifying LEP students. Specifically, VPWH engages in the following:

- Upon enrollment into the school, all students receive a home-language survey of languages spoken in the home.
- Village Preparatory School :: Woodland Hills Campus identifies students whose primary language or home language is a language other than English (PHLOTE).
- Students whose dominant language is not English receive an assessment of English

proficiency using instruments and techniques approved by the district, which are likely to include the Language Assessment Scales (LAS).

- Educational programs are responsive to these specific needs and in compliance with state and federal guidelines.
- Village Preparatory School :: Woodland Hills Campus reports the number of LEP students attending the school to the district and the state.

Village Preparatory School :: Woodland Hills Campus adopts a program of structured English immersion for all LEP students. The purpose of this program is to achieve English proficiency for all students as quickly as possible while holding the utmost respect for the language and culture of every student.

The LEP program at Village Preparatory School :: Woodland Hills Campus is designed exclusively to meet the school's mission. If students are to leave VPWH and enter, excel in, and graduate from the strongest college-preparatory high schools, they must read, write, and speak English fluently. Effective delivery of this mission requires that the school teach students English as efficiently as possible. At a minimum, VPWH assesses 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 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 is modified appropriately for LEP students with the stated purpose of holding every student to high academic standards.

Students are not excluded from any curricular or extracurricular activities based on their level of English proficiency. Students are not placed in special education classes based on their level of English proficiency.

The academic program at Village Preparatory School :: Woodland Hills Campus is designed for high performance with limited English proficient (LEP) learners. Most prominently, students receive 145 minutes of literacy instruction each day, including extensive instruction in phonemic awareness and phonics. The double literacy periods also allow for LEP pull-outs as needed.

***Research supporting structured English immersion:*** In the development of this program, the founding board has primarily considered the necessary instruction required to fulfill the school's mission. If Village Preparatory School :: Woodland Hills Campus is to succeed in placing well-prepared students in the strongest middle school and high school college-preparatory programs, all students must be fluent readers, writers, and speakers of English as soon as possible. Two studies particularly confirm the effectiveness of an immersion program:

- John Hood, president of the John Locke Foundation (a North Carolina-based think tank), writes, "A review of three hundred studies of bilingual education by federal researchers found only seventy-two that were methodologically sound. Of those studies, 83 percent comparing bilingual education to immersion found that kids learned to read better through immersion. Not a single study found the reverse."

- Cara Morlan of the Independence Institute (a nonprofit, nonpartisan Colorado think tank) writes, "In California, children enter school speaking one of 140 different languages, yet only Spanish-speaking students are put into traditional bilingual education programs. These students are then the immigrant group that does the worst in school, has the highest dropout rate, the lowest test scores, and the lowest college admissions." Ms. Morlan found that only 5 percent of these students were gaining proficiency in English each year.

***In-Class Modifications:*** All teachers of ELL students need to be familiar with instructional strategies aimed at assisting them. Throughout the school year, Village Preparatory School :: Woodland Hills Campus teachers are trained on specific techniques to "shelter" content (i.e., teach content in a way that is most accessible to English language learners). Until formally trained, the following strategies can serve as a good starting point for doing so:

### **Maximize the accessibility of lessons**

Constantly build context for new terms and ideas. Good teachers can hear their lesson the way their students hear it. These teachers are constantly modifying their instruction so that someone learning English can understand the concepts being discussed. Simplifying concepts, expanding on new ideas, and providing students with clear definitions and comparisons may make it easier for students with limited English proficiency to understand what teachers are teaching.

Teachers make use of strategies to maximize students' comprehension. Specific strategies include the following:

- Clarification checks: Checking for understanding is important for all students, including ELL students. Some students may be shy or wary of letting teachers know when they are lost.
- Pacing: This includes varying both the speed and speech of the voice. Teachers recognize that for ELL students, comprehension can increase if speech is slower.
- Speech modification: Teachers speak slowly, enunciate clearly, and are sure to allow wait time before soliciting answers to questions. They break complex sentences down into simple sentences and avoid the use of idioms.
- The teacher uses visual aides to clarify key concepts: graphic organizers, pictures, graphs, objects, and maps may be a better way to introduce new knowledge or skills to ELL students, as these tools are less dependent on language.
- Teachers record the lessons and make the recordings available to the students.
- Teachers use demonstrations or role-plays to show and act out new ideas.

### **Respectfully and strategically encourage English language learners**

Encourage students to speak, but do not force them to do so. Students with limited English proficiency are often self-conscious about their English speaking skills.

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

School-specific goals and objectives are being updated.

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

#### **High Expectations**

Students are expected to be college-bound and to prepare for a demanding middle school preparatory curriculum.

### **Structures**

Students participate in a highly disciplined school environment based upon respect and accountability for their actions. They benefit from an extended school day and school year and complete challenging homework every night.

### **Supports**

Upon entering Village Preparatory School :: Woodland Hills Campus, all students receive 145 minutes of literacy and ninety minutes of math instruction and tutoring sessions.

Village Preparatory School :: Woodland Hills Campus's discipline policy is included in the school's family handbook.

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

Since scholars must eventually pass tests at a high level in order to gain access to prestigious schools and careers, Village Preparatory School :: Woodland Hills Campus focuses on making all students excellent test takers. This is done to make sure students have access to the schools and careers that they want.

#### **Plans for Selecting or Developing Relevant, High-Quality Assessments**

The following assessments are used for diagnostic, formative, and summative purposes. Each assessment has been carefully selected based on research-validated methods and in coordination with current Ohio Department of Education regulations.

#### ***Diagnostic***

- Kindergarten Readiness Assessment (KRA)
- Trimester writing prompts
- Benchmark Assessment System (BAS)

#### ***Summative***

- PARCC unit tests, quizzes, and homework
- NWEA (MAP testing)

#### ***Formative***

- Trimester writing prompts
- Homework, "Exit Tickets," conferencing, anecdotal records, and other best practice methods

It is the commitment of Village Preparatory School :: Woodland Hills Campus to create, use, and analyze highly effective assessments. The role of assessments in the school culture is broken

down thusly:

1. Developing high-quality internal assessments
  - a. Begin with the end in mind
  - b. Clear, concise delivery of content
2. Diligent preparation for PARCC
  - a. Based on state indicators and benchmarks
  - b. Guided practice/strategies for short-answer and extended response questions
3. Analysis of summative and formative assessments to guide instruction and reinstruction
  - a. Identifying whole-group strengths and weaknesses in content areas
  - b. Re-teaching weaknesses and reviewing strengths
  - c. Identifying specific students and targeting specific areas of need

### **Benchmark Assessment System (BAS)**

The purpose of the Benchmark Assessment System (BAS) is to evaluate student reading and comprehension ability with reliable and robust universal screening that is aligned to Leveled Literacy Intervention—and to determine each child's instruction level for guided reading according to the Fountas & Pinnell A–Z Text Level Gradient for guided reading.

After the construction of the BAS, an outside evaluation team conducted an independent study of the system's reliability and validity as a way of measuring reading progress against grade-level criteria. An independent agency reviewed the data. The first stage of the study provided valuable information for adjusting the difficulty of texts in detailed ways. The second stage provided data to assure that the texts provided a true gradient—that is, that each level is more difficult than the previous level and easier than the next level. The study also provided information on internal consistency—that the fiction and nonfiction selections at each level were equivalent. The assessment was also correlated with the existing Reading Recovery leveled assessment, and a close fit was discovered.

The BAS is new, but the gradient of text difficulty on which it is based has been developed over the last twenty years and used with high reliability to establish grade-level expectations. The gradient of text that was published in the 1990s has been refined and developed over the years. This gradient was used as a standard by the New Standards Project (Resnick and Hampton, 2009). New Standards is a joint project of the Learning Research and Development Center at the University of Pittsburgh and the National Center on Education and the Economy. Heading a consortium of twenty-six states and six school districts, New Standards developed performance standards in English language and other areas.

The Fountas & Pinnell gradient is a defined continuum of characteristics related to the level of challenge that a reader encounters in a text. Terms such as “easy” and “hard” are always relative ones that refer to the individual reader's foundation of background knowledge. At each level, texts are analyzed using ten characteristics: (1) genre/form; (2) text structure; (3) content; (4) themes and ideas; (5) language and literary features; (6) sentence complexity; (7) vocabulary; (8) word difficulty; (9) illustrations/graphics; and (10) book and print features.

Texts are leveled using a highly reliable process in which teams of trained teachers, working

independently and then through consensus, assign levels to books after analyzing them according to the ten factors. They are then analyzed by Fountas & Pinnell. The benchmark books were actually created to precisely match the gradient, and they were independently analyzed using the same process.

After the construction of the Benchmark Assessment System, an outside evaluation team conducted an independent study of the system's reliability and validity as a way of measuring reading progress against grade-level criteria. An independent agency reviewed the data. The first stage of the study provided valuable information for adjusting the difficulty of texts in detailed ways. The second stage provided data to assure that the texts provided a true gradient—that is, that each level was more difficult than the previous level and easier than the next level. The study also provided information on internal consistency—that the fiction and nonfiction selections at each level were equivalent. The assessment was also correlated with the existing Reading Recovery-leveled assessment, and a close fit was discovered.

The BAS is appropriate for use in RTI. It does not provide national norms or percentiles and is not intended for national achievement testing. However, it is based on widely used grade-level criteria (see the website for detailed documents). It enables the classroom teacher and specialist teacher to engage in diagnosis of a variety of sub-skills. This complex and comprehensive assessment system is designed to measure progress in each of the sub-skills in a way that informs instruction.

### **NWEA**

The school uses the MAP both for primary grades and for grade three and above. These assessments combine diagnostic tests and survey assessments to give insight into students' knowledge of core math and reading. Using these tests, teachers can:

- Identify the needs of all primary students and inform individualized instruction;
- Assess achievement levels of early learners so they can spend more time teaching and less time administering individual diagnostic tests;
- Provide rich information to begin guiding a student's academic career, thereby increasing the chances for early academic success; and
- Increase student participation with engaging test items.

The system includes

- Early literacy and numeracy, which provide a quick reference for gauging student readiness for reading and mathematics instruction;
- Skills checklists, which provide teachers with a way to continually assess student achievement relative to the skills of phonological awareness, phonics, number sense, and computation; and
- A survey with goals in reading and mathematics, which produce immediate overall scores as well as scores within each goal area.

***Curriculum Alignment in NWEA:*** Measurement of student growth is the hallmark of NWEA assessments, and aligning that data to state and national standards helps keep MAP tests relevant

to the educational community.

NWEA researchers and test developers study standards throughout the year to ensure that MAP tests reflect current requirements. Every NWEA assessment in every state becomes a resource for educators that enables them to focus on helping every student meet their academic goals and guides districts and states toward systemic progress. Every test item on a MAP assessment corresponds to a value on the RIT Scale (for Rasch Unit), so educators gain a deep understanding of what a student knows. RIT assigns a value of difficulty to each item with an equal interval measurement, so the difference between scores is the same regardless of whether a student is at the top, bottom, or middle of the scale. RIT measures understanding regardless of grade level, so the information helps to track a student's progress from year to year.

The scores produced by MAP assessments allow educators to see each student's level of understanding around specific concepts, and RIT reference charts are an essential part of that process. Divided into four subject categories, the charts show which topics and sub-topics the student has mastered and which goals represent opportunities for growth.

### **External Assessments**

External assessments refer to assessments administered to Village Preparatory School :: Woodland Hills Campus students that are not created by the school's teachers. A brief description of each assessment is included below.

***Kindergarten Readiness Assessment (KRA):*** The Ohio Department of Education (ODE) has developed the Kindergarten Readiness Assessment (KRA), an extensive assessment tool that helps teachers identify early reading skills. The KRA is required of all children entering kindergarten in public schools for the first time. It is not required for children being retained in kindergarten. The assessment measures skill areas important to becoming a successful reader. It also helps teachers plan for experiences and lessons that encourage reading.

***Partnership for Assessment of Readiness for College and Careers (PARCC):*** PARCC is a set of assessments that measure whether students are on track to be successful in college and the workforce. These high-quality, computer-based K–12 assessments in mathematics and English language arts/literacy give teachers, schools, students, and parents better information about whether students are on track in their learning and for success after high school. They are also tools to help teachers customize learning to meet student needs.

***Ohio Test of English Language Acquisition (OTELA):*** Both state and federal law require an annual assessment of K–12 Limited English Proficient (LEP) students to measure their English language proficiency. The Ohio Test of English Language Acquisition (OTELA) is the assessment used for testing English language proficiency for Ohio LEP.

The OTELA differs from ELDA in that it is comprised of shorter forms (fewer test items) for each tested domain. These shorter OTELA forms address the same English language proficiency standards and are of comparable reliability. ODE estimates that the overall test administration time required for the OTELA forms will be less than 40 percent of that required for the full-length ELDA test forms.

### **Internal Assessments**

Internal assessments refer to assessments administered to Village Preparatory School :: Woodland Hills Campus students that are created by the school's teachers. Village Preparatory School :: Woodland Hills Campus teachers use the basic model below to build for success on rigorous assessments.

Each educator assesses for mastery of material, but they also use this data to form instruction and re-teach curriculum when necessary. A brief description of internal summative assessments is included below:

*Unit Tests:* Each teacher constructs an end-of-the-unit test for all units presented. These assessments only cover the material presented in the current unit. There may be several unit tests given during a trimester, depending on the length of the constructed units.

*Exit Tickets:* As a daily part of each teacher's lesson plan, the Exit Tickets can be used in a summative or formative fashion. They give a snapshot as to each student's comprehension of the day's lesson.

### **Assessment Calendar**

The following dates will help Village Preparatory School :: Woodland Hills Campus teachers prepare carefully for each assessment that is administered during the year. Some assessments are given during exact dates; for others, a window of time is given when the assessment may be administered.

*Identification of who will be responsible for administering assessments and collecting and analyzing the data:* All external and internal assessments are administered by the teaching staff of VPWH, including classroom teachers and the special education department. These tests are administered under strict guidelines to ensure the best possible environment, and with the highest regard for administration ethics.

The PARCC is collected and submitted to the state for review and evaluation.

*How the school's stakeholders will use these assessment results:* KRA (results are sent to the state for review), DIBELS, DRA, unit tests, quizzes, homework, and other school-administered assessments are collected, evaluated, and analyzed by the teaching staff of VPWH. The administration provides one professional development day at the end of assessment cycles to analyze the data collected and inform future instruction.

The results of assessments such as the NWEA and OAA will not only be used as a way to compare Village Preparatory School :: Woodland Hills Campus with other public and private schools in the state, but also to continue to improve instruction and delivery of material. The state provides item analysis data to hash out potential school-wide strengths and weaknesses.



## EXHIBIT 2: FINANCIAL PLAN

### B.1 Budget Summary

The most recent five-year projected budget is available from the Ohio Department of Education [here](#) and fully incorporated by reference herein. Projections are subject to revision at the discretion of the Governing Authority.

### B.2 Financial Management

Policies and procedures regarding internal financial controls adopted by the governing authority of the school may be updated and submitted to the sponsor in Epicenter and incorporated by reference herein.<sup>1</sup>

The Board of Directors of the Community School reviews and adopts policies that include but are not limited to the following:

- Provision of a fiscal officer
- Establishment of finance and audit committees
- Authorization of approved school staff for all school expenditures
- General accounting objectives
- Accrual methodology of accounting
- Establishment of a chart of accounts consistent with USAS
- Use of funds based on applicable law
- Policy on property obtained with federal Title I grants
- Required monthly financial statements to be reviewed
- Annual audit requirement
- Periodic filing of taxes as required by law
- Sponsor financial reporting
- Required preparation of annual report
- State reporting as required by law
- Budget adoption and semi-annual five-year projections as required by ODE
- Use of grants and contributions
- Fundraising and solicitation of contributions
- Cash and asset management
- Capitalization of assets
- Asset inventory
- Insurance coverage requirements
- Collection of revenues and accounts receivable
- Cash receipts
- Payment of invoices and accounts payable
- Payroll system and deductions
- Policy on independent contractors
- Purchasing philosophy and approval requirements
- Gifts policy

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<sup>1</sup> [ORC 3314.03 \(A\) \(31 \(B\) \(5\)](#)

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Full text of these policies is available upon request. The policies comply in full with—and, in most cases, exceed—the Ohio auditor of state requirements, as well as Ohio Revised Code Section 3314.

Additional internal controls include the following:

- Access to the Ohio Auditor of State Annual Community School Training is provided to each school's finance manager and board members.
- Established operational procedures and processes ensure school staff comply with the board-adopted policies. Submission processes, deadlines, forms, and approval authority are outlined for internal use by the School and are available upon request.
- Weekly meetings with staff responsible for executing fiscal policies and procedures to address questions and specific needs within and across schools.

The board and school leadership are responsible for monitoring the effectiveness of both established policies and procedures as well as the adherence by staff to these policies and procedures. Fiscal responsibility and adherence with policy are included in both the school leader and the operational and administrative staff job responsibilities and performance evaluations.

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

Village Preparatory School :: Woodland Hills Campus may work with school districts and/or other entities for the provision of transportation services and food service.

### **B.4 Insurance**

Village Preparatory School :: Woodland Hills Campus maintains insurance in accordance with this Contract.

## EXHIBIT 3: GOVERNANCE PLAN

### C.1 Governing Body

A productive, ethical, engaged board is essential for governance and sustainability. Village Preparatory School :: Woodland Hills Campus's board is committed to the school's mission and vision, sharing a common belief that VPWH's academic model promotes student achievement and lifelong success. The board seeks to provide a balanced blend of expertise and skills to ensure knowledge that spans the many functions of school governance. Consideration is given to board candidate backgrounds like nonprofit governance, finance, legal, academic, real estate, fundraising, and other specialty experience.

Regular reporting and meetings compliant with the Ohio "sunshine laws" enable the board to effectively govern the school. Programmatic, fundraising, operational, and legal matters are brought to each meeting for purposes of information, discussion, and approval as warranted. Monthly financial reports are also provided as set forth in VPWH's Finance Policies and Procedures as adopted by the board, including year-to-date profit-and-loss, balance sheet, cash flow, fund balances, and check register reports.

No more than 40 percent of the Board of Trustees is affiliated with any single entity, except possibly another community school board.

### C.2 Governing Board Composition

Village Preparatory School :: Woodland Hills Campus's current board members are listed in Exhibit 7. The school will notify the sponsor within thirty (30) days of a board member's resignation or appointment.

### C.3 Management and Operation

Village Preparatory School :: Woodland Hills Campus's school leader reports directly to the school's Board of Directors. In addition, this person is led by a curricular leader at VPWH's CMO Breakthrough Charter Schools, who leads all schools within the chosen model (i.e., Entrepreneurship Prep). Teacher coaching and development are critical roles of the school leader to ensure the best possible growth of each of VPWH's students every day.

Head of School: Responsible for all matters within the school: budget, staffing (including hiring, coaching, and performance management of all teachers within the school), safety, compliance, and board management.

Director of Curriculum and Instruction: Works with the head of school to develop curriculum and support and coach teachers in ongoing instruction and professional development.

Dean of Students: Supports the principal in all school matters, interacts with students and parents, and assists with classroom management needs.

Student and Family Coordinator: Responsible for program development to encourage student and family connectivity to the school; also responsible for outreach within the community to ensure full enrollment of the school.

**Director of Operations:** Oversees all of the daily school operational functions related to processing accounts payable, managing inventory, compliance, facilities management, and other school needs that arise.

**Office Administrator:** Manages the school front office. Interacts with students and parents, supports data entry for enrollment and withdrawal of students, and manages student files.

**Food Service Coordinator:** Assists with food preparation and distribution for snacks and meals on a daily basis.

**Compliance Coordinator (hired during year two):** Responsible for the timely reporting of all student, staff, and school data to state, federal, and sponsor interests. Manages the Student Information System (SIS) for the school.

### **C.3.1 Records**

The Board of Trustees has adopted a comprehensive records retention policy outlining 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 her 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**

As discussed above, Village Preparatory School :: Woodland Hills Campus is led by a head of school who reports on all school matters to the school board and is coached, mentored, and held accountable by the Breakthrough Charter Schools school model leader.

The head of school leads a team that includes the following:

- **Dean of Students:** Supports the head of school in all student- and family-related matters, especially regarding student behavior, discipline, and building a strong school culture to encourage positive, productive behavior and attitudes among the student body.
- **Director of Curriculum and Instruction:** Supports the head of school in all curricular matters, as well as in the observation, coaching, and development of teachers; helps develop, adapt, and employ proven curricular practices and acts as an education leader among the staff.
- **Student and Family Coordinator:** Responsible for student outreach and recruitment and for working with families to encourage positive, productive relationships and interactions among the school, students, and families. He will work directly with and support the head of school and dean of students and take responsibility for working with the community to develop strong and productive partnerships.

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- Director of Operations: Oversees all of the daily school operational functions related to processing accounts payable and managing inventory, compliance, facilities management, and other school needs that arise.

The qualities and characteristics required of a successful school leadership team to run the school include a commitment to the following:

- Putting children's needs first, in every single decision made
- Holding everyone to the highest expectations, from VPWH's youngest students to the staff and the board chair
- Sharing a never-give-up attitude, no matter what it takes
- Believing in VPWH's students and knowing that every child can learn and excel

The head of school is also supported by the Breakthrough Charter Schools CMO support team, which directly supports the school's leadership. The experience and talent this team brings to bear supports the school leadership as they work through all the challenges associated with the start-up of a new school, including the procurement and furnishing a school building. Having operational, facilities, financial, compliance, IT, and communications systems in place allows the school leadership to focus primarily on the most important parts of the job as VPWH opens its doors: ensuring the school provides an outstanding education to students.

This structure—a strong school leadership team, led by a head of school with both operational CMO support and CMO leadership and coaching—provides the support required to deliver excellence for VPWH's students and families.

Teacher qualifications are subject to change at the discretion of the school leader and may include but not be limited to the following:

### **Qualifications and responsibilities**

- Interact frequently and respectfully with children
- Support the school's mission, philosophies, values, goals, and policies toward parents/guardians and coworkers
- Implement a developmentally appropriate curriculum that reflects observations and goals of individual children
- Facilitate regular parent/guardian communications and conferences to discuss student progress
- Demonstrate classroom management skills to an entire group, whether working with a whole class or small group
- Keep the classroom environment organized and attractive
- Offer and share ideas and materials with coworkers
- Participate actively with the teaching team through communication, collaboration, and curriculum planning
- Analyze data to individualize the education process

### **Skills and Characteristics**

- Strong instructional skills and classroom management
- Demonstrated mastery of subject matter
- Unyielding commitment to students, self, and school's constant learning and development
- Relentlessness—doing whatever it takes to ensure success
- Team player
- Excellent communication skills
- Highly organized
- Belief in the school's mission, educational model, and core values
- Maturity, humility, strong work ethic, sense of humor, and roll-up-my-sleeves attitude

### **Educational Background and Work Experience**

- Two years of teaching experience with a record of high student achievement preferred
- Bachelor's degree from an accredited college or university
- Willingness to seek certification if not already certified

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

#### **School Leader and Teacher Leader Support Strategies**

Strong school and teacher leaders are a prerequisite for successful schools. As such, VPWH will not only focus on the professional development of the school's teachers, but also on its leaders. For nurturing teachers and educational leaders, the most effective methods are those targeted to the specific professional development needs of the school, students, and culture. In other words, very general or "generic" professional development will not serve the purpose at VPWH. VPWH plans to take a three-pronged approach to professional development: Building Excellent Schools workshops (out of state), Uncommon Schools workshops based on Doug Lemov's *Teach Like a Champion* techniques (out of state), and Decision Point one-on-one professional coaching (on-site). All three are described in detail below.

***Building Excellent Schools (BES)*** is a Boston-based nonprofit organization that trains urban charter school founders and offers follow-on training services to its member schools. BES has successfully provided professional development to E Prep, the school after which VPWH is closely modeled. E Prep's original head of school was a BES-trained fellow, and its current head of school has worked in two other BES-founded charter schools. BES has followed E Prep's progress each year since its inception, offering very useful assessments and training. In the inaugural school year, the school would like to offer VPWH's teacher leaders and school leaders the opportunity to attend BES "Weekend Warrior" workshops. These three-day workshops are held at other BES charter schools; each addresses a different topic, such as "Leading Adults," "Teacher Recruitment and Selection," "Curriculum and Instruction," and "Teacher Feedback." The workshops include time for observation at the hosting charter school and deep study and analysis of what is seen, under the guidance of a BES staff member.

Teachers have placed high value on these times of relationship building with other charter school leaders and have expressed the feeling that it is good to know others who are as crazy about education as they are. One day of the three-day workshop is also spent learning and practicing specific strategies that are used in successful classrooms. Typically, there are four workshops offered, in February, April, October, and December. Village Preparatory School :: Woodland

Hills Campus plans to send at least two leaders to each workshop.

**Uncommon Schools** is a network of high-performing charter schools located in New York and New Jersey; they include those that E Prep School's founders studied before opening E Prep. Doug Lemov is a part of the Uncommon Schools network and is the founder of School Performance, an Albany-based nonprofit that provides diagnostic assessments, performance-data analysis, and academic consulting to high-performing charter schools. He is a founder and the former principal of the Academy of the Pacific Rim Charter School in Boston, regarded as one of the highest-performing urban charter schools in the country. Mr. Lemov has served as a consultant to the KIPP Schools, BES, and others. He is the author of *Teach Like a Champion*, a book that describes forty-nine specific techniques used by highly effective teachers in the classroom. Uncommon Schools has created two-day training workshops based upon Lemov's work and is offering them to a select group of charter schools. They are in the train-the-trainer format so that participants will be prepared to teach what they have learned in their home schools. The workshops available at this time are "Behavior and Culture" (covering the most effective ways to build and enforce high expectations for behavior and build student buy-in), "High Academic Expectations/Engaging Academics" (techniques that build rigor and substance in teaching and help teachers engage students positively in rigorous academic work), and "The Reading Workshop" (covering five critical aspects of reading: fluency, vocabulary, comprehension, decoding, and "control the game," which focuses on making oral reading productive). These workshops are offered in Albany, where Uncommon Schools has a presence. There is typically one workshop held each quarter. VPWH plans to send two VPWH staff members to each workshop.

**Decision Point** is a Cleveland-based consulting firm that specializes in executive coaching for organizational effectiveness. Vic Pergola, the founder and principal of Decision Point, has twenty years of executive coaching experience with over three thousand individuals. The firm's client list will be provided upon request and includes the Cleveland Clinic, Sherwin Williams, Cleveland State University, Smucker's, and local banks and law firms. Mr. Pergola values and operates with an aim of understanding individuals' personality types and making use of this knowledge to strengthen individual and team performance toward mission fulfillment.

*Rationale for Engaging Decision Point:* An investment in professional development is an investment in VPWH's teachers and leaders. Prioritizing and thoughtfully designing professional development sends a strong message to those staff members. It tells them they are highly valued. This is a primary goal, along with increasing the effectiveness of Village Preparatory School :: Woodland Hills Campus and the quality of its outcomes.

The professional development plan described herein is the result of listening to what E Prep model school educators need and desire. They see every hour of every day as very valuable, and their top priority is student achievement. They therefore want professional development that meets them where they are and helps them advance in their craft (a "canned" workshop on, say, team building is not applicable to this environment, in which teachers are already beyond the norm in their ability to work as a team). E Prep model teachers are eager to perfect their classroom teaching techniques and their classroom management skills; E Prep model educational leaders are eager to refine their organizational management skills and their teacher-

recruiting and teacher-hiring practices. All would like to address how these things are perfected within the particular context of E Prep model schools and with the particular student population that is served.

At the same time, teachers who are as mission-focused and relentless as these ones (often arriving at school at 7:00 a.m. and not leaving until 6:00 p.m. or later, day in and day out) are at risk of losing their work-life balance. For this reason, the leadership coaching provided by Vic Pergola is a key piece of VPWH's professional development plan. With his assistance, Village Preparatory School :: Woodland Hills Campus's teachers and school leader can learn to work effectively and efficiently through understanding of their individual work styles and by learning to access the strengths of other team members.

### **Teacher Support Strategies**

A strong staff culture is critical to a school-wide culture of high expectations. Not only will VPWH employ staff who have similar educational beliefs, but VPWH will also provide the support and professional development for these individuals to continuously improve and thrive. The ability to provide this professional development and support comes largely from the effective development of the teachers and school leader (described above).

**Summer Institute:** Staff members will participate in three weeks of orientation (four weeks for new teachers) in the summer to review teacher and student expectations and model and practice school-wide systems to ensure consistency prior to students' arrival. Teachers will receive professional training and support on curriculum and assessment development and alignment of the curriculum to state and national standards. This focus on curriculum before school starts will enable the teachers to have a clear scope and sequence for curriculum over the course of the year and will promote proper pacing of instruction to meet academic goals. The training related to each of these major areas will be guided by internally developed manuals, including the following:

- Curriculum, Instruction, and Assessment
- Overview and School Operations
- Classroom Management, School Culture, and Student Character

**Staff Expectations:** All staff will sign a contract outlining the shared commitment to hard work, support, and academic excellence. No teacher will be employed at VPWH unless they are committed to these expectations. When the staff shares the same beliefs and works towards common goals, there is no limit to the achievement gains they can make with their students.

**Professional Development:** To maintain a culture of high expectations, teachers must be trained to be consistent in their delivery and critical in their analysis of student data. During Summer Institute, all staff will review teacher and student expectations and model and practice school-wide systems to ensure consistency. In addition, teachers will be guided and supported in the alignment of their curriculum to the state and national standards to ensure that there is a "roadmap" to success that they can follow. Further professional development during the year will be internally driven and focus on student achievement; the school's leadership will look at student data to determine strengths and weaknesses in the curriculum and to understand who



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needs additional support. In addition, VPWH staff will analyze teaching methods via peer review to improve the effectiveness of staff members in achieving significant gains with their students. The third component of the school's professional development will center on visits to other high-performing schools. In order to improve, staff must learn from those who demonstrate consistently that their students can achieve at high levels with similar demographics and socioeconomic factors present. Finally, there will be intensive study of Doug Lemov's book *Teach Like a Champion* and the related DVD clips.

*Novice Teachers:* VPWH will follow the Ohio Department of Education's Teacher Residency program requirements. In addition, E Prep Schools employs a teacher mentor who has successfully guided a number of new teachers. The lessons learned by this mentor will be shared with the leaders of VPWH.

### Funding for Professional Development

Funding for the professional development program will come from grants written by the Friends of Breakthrough Charter Schools (formerly the Friends of E Prep). The organization has successfully raised money to fund similar professional development programs at E Prep and Village Prep, two schools in the E Prep family, over the last five years.

### C.6 Student Recruitment and Enrollment

Village Preparatory School::Woodland Hills Campus Projected Enrollment

	2016–17	2017–18	2018–19	2019–20
Grade				
K	X	X	X	X
1	X	X	X	X
2	X	X	X	X
3	X	X	X	X
4	X	X	X	X
5				
6				
7				
8				
9				
10				
11				
12				
Total	Goal is 411	Goal is 419	Goal is 429	Goal is 435

X indicates grade level offered.

Numbers for class and grade-level sizes are made at the discretion of the school.

As indicated by the enrollment targets above, VPWH believes that academic success can be best achieved with a low student-to-teacher ratio. Village Preparatory School :: Woodland Hills Campus expects the student-to-teacher ratio not to exceed sixteen students per teacher in any given class. This allows individualized student attention and enables both rapport and clear

expectations between the students and teachers of VPWH.

Over five years, Village Preparatory School :: Woodland Hills Campus will reach its intended final enrollment of 435 students by opening the school with two grades and subsequently adding one grade per year. Kindergarteners will be admitted based on having celebrated age-five birth dates on or before September 30 of the enrollment year. These target numbers represent expected average enrollment in any given year. The school expects to backfill grades kindergarten, first, and second no later than January of each year and expects some amount of attrition each year.

Per Ohio Revised Code section 3314.03(A)(7), the school will achieve a racial and ethnic balance of the community it serves by enrolling students that reside in Cleveland and statewide.

### **C.7 Community Partnerships**

As a nonprofit organization in the community, VPWH recognizes the need to establish partnerships with local individuals and organizations. Village Preparatory School :: Woodland Hills Campus will seek partnerships to assist the 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, assisting in the provision of mentorship, enrichment classes, and invitations to students to participate in an extended summer or after-school programs. A list of partners follows:

**MyCom:** MyCom is a community-based program that supports students with programs and services that inspire and prepare them to lead good lives. MyCom offers employment opportunities, out-of-school time activities, neighborhood resources, and special help during school transitions to kindergarten, middle school, high school, and beyond.

**BGCC (Boys and Girls Club):** BGCC is a youth-based program that inspires and enables students to reach their full potential as productive, caring, responsible citizens. The BGCC offers programming focused on academic success, character, citizenship, and healthy lifestyles.

**CNDC (Cleveland Neighborhood Development Coalition):** CNDC is a neighborhood development nonprofit with several entities, including community development groups, government officials, educational institutions, related nonprofit agencies, private sector firms, funders, and foundations working together to sustain the city's neighborhoods.

### **C.8 Parent Engagement**

Parent engagement opportunities include but are not limited to family nights, volunteer opportunities at the school, field trips, and community service events.

### **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 exists between the racial and ethnic balance of the Community School's home city and/or district and that of the school, 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**

The school does not participate in Race to the Top.

### **C.12 Benefits**

Benefits offered to employees 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.

### **C.14 Management**

In accordance with Ohio Revised Code section 3314.191, the chief administrator of the community school actively is managing daily operations at the school.

**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 non-renewal, 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 the 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 (PI) <sup>2</sup>	90% or higher	80%–89%	70%–79%	69% and below
Value Added <sup>3</sup>	+4.00 and above	0 to 3.9	–0.99 to –3.9	–4.0 and below
Graduation Rate (4 years)	93%–100%	84%–92%	79%–83%	Below 79%
Graduation Rate (5 years)	95%–100%	85%–94%	80%–84%	80% and below
K–3 Literacy Improvement	B or better	C	D	F
Performance versus Local Market: <sup>4</sup> 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 Local Market: VA	Ranked in top 20th percentile in VAM score	Ranked in 70th–79th percentile in	Ranked in 50th–69th percentile in	Ranked in bottom 49th percentile in VAM score

<sup>2</sup> The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

<sup>3</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>4</sup> “Local market” includes other charter schools (excluding virtual and dropout-recovery charter schools, as designated by the ODE) 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 ODE.

**COMMUNITY SCHOOL CONTRACT**

		VAM score	VAM score	
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: VA	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-/Career-Readiness Assessment	A	B or above	C or below	
School Regularly Administers Internal Growth Assessment		Yes	No	
School Met a Majority of Its Internal Goals (Section A.7 of This		Yes	No	

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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 and 30 days cash; OR between 30 and 60 days cash AND one-year trend is negative	Fewer than 15 days cash

Current-Year Enrollment Variance <sup>5</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>
Multi-year Ratio of Assets to Liabilities <sup>6</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	Cash flow is not positive for at least 1 of the most recent 2	Cash flow is negative for any 2 consecutive years

<sup>5</sup> The enrollment variance depicts actual enrollment divided by enrollment projection in the charter school's board-approved budget.

<sup>6</sup> This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

**COMMUNITY SCHOOL CONTRACT**

		years	years	
Total Margin (TM) and Aggregated 3-Year Total Margin <sup>7</sup> (ATTM)	ATTM is positive and the most recent year TM is also positive	ATTM is greater than –1.5%, the trend is positive for the last two years, AND the most recent year TM is positive	ATTM is greater than –1.5%, but trend does not “meet standard”	ATTM is less 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>8</sup>	90% or higher	79%–89%	60%–78%	59% or below
On-Time Records Submission Rate	90% or higher	79%–89%	60%–78%	59% or below
Financial Records Submitted Monthly	90% or higher	79%–89%	60%–78%	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, 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, material weaknesses, or findings for recovery (in excess of \$5,000 combined), as set forth in the audit
LEA Special Education Performance	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention

<sup>7</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. The total margin is the net income divided by the total revenue. The aggregate total margin is the total three-year net income divided by the total three-year revenues.

<sup>8</sup> Represents the percentage of records reviewed that were accurate and complete during the school year.

# COMMUNITY SCHOOL CONTRACT

Determination (most recent annual) <sup>9</sup>				
<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>
5-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 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 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

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<sup>9</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.



**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:

Village Preparatory School :: Woodland Hills Campus  
9201 Crane Avenue, Cleveland Ohio 44105  
IRN number 013034

to begin operations for the 2016-17 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 that 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

## COMMUNITY SCHOOL CONTRACT

corrected and the Letter of Approval has been reissued by the SPONSOR.

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

3314.19 Annual assurances by community school sponsor.

The sponsor of each community school annually shall provide the following assurances in writing to the department of education not later than ten business days prior to the opening of the school:

- (A) That a current copy of the contract between the sponsor and the governing authority of the school entered into under section [3314.03](#) of the Revised Code has been filed with the department and that any subsequent modifications to that contract will be filed with the department;
- (B) That the school has submitted to the sponsor a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323 of the Revised Code and federal law;
- (C) That the school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by sections [3301.0710](#), [3301.0712](#), and [3301.0715](#) of the Revised Code;
- (D) That school personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education management information system established under section [3301.0714](#) of the Revised Code, in accordance with methods and timelines established under section [3314.17](#) of the Revised Code;
- (E) That all required information about the school has been submitted to the Ohio education directory system or any successor system;
- (F) That the school will enroll at least the minimum number of students required by division (A)(II)(a) of section [3314.03](#) of the Revised Code in the school year for which the assurances are provided;
- (G) That all classroom teachers are licensed in accordance with sections [3319.22](#) to [3319.31](#) of the Revised Code, except for non-certificated persons engaged to teach up to twelve hours per week pursuant to section [3319.301](#) of the Revised Code;
- (H) That the school's fiscal officer is in compliance with section [3314.011](#) of the Revised Code;
- (I) That the school has complied with sections [3319.39](#) and [3319.391](#) of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members;
- (J) That the school holds all of the following:
  - (1) Proof of property ownership or a lease for the facilities used by the school;
  - (2) A certificate of occupancy;
  - (3) Liability insurance for the school, as required by division (A)(I)(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;
  - (4) A satisfactory health and safety inspection;
  - (5) A satisfactory fire inspection;
  - (6) A valid food permit, if applicable.
- (K) That the sponsor has conducted a pre-opening site visit to the school for the school year for which the assurances are provided;
- (L) That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of section [3314.03](#) of the Revised Code;
- (M) That the school has met all of the sponsor's requirements for opening and any other

## COMMUNITY SCHOOL CONTRACT

requirements of the sponsor.

(N) That for any school that operates using the blended learning model as defined in section [3301.079](#) of the Revised Code, the sponsor has reviewed the following information submitted by the school:

- (1) An indication of what blended learning model or models will be used;
- (2) A description of how student instructional needs will be determined and documented;
- (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (4) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (5) A statement describing how student progress will be monitored;
- (6) A statement describing how private student data will be protected;
- (7) A description of the professional development activities that will be offered to teachers.

Amended by 131st General Assembly File No. TBD, HB 2, §1, eff. 2/1/2016.

Amended by 129th General Assembly File No. 28, HB 153, §101.01. See act for effective dates.

Amended by 128th General Assembly File No. 9, HB 1, §101.01, eff. 10/16/2009.

Effective Date: 2007 HB119 06-30-2007; 2007 HB190 11-14-2007; 2008 HB428 09-12-2008

**EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY**

**[SCHOOL NAME] Governing Authority**

Name	Role	Term	Address
James Brady	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Jeffrey Fast	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Marsha Jo French	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Sean Kelly	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Alan S. Kopit	Board President	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Andrew C. Lee	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Wendy Neal	Board Vice President	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Terrence Robinson	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Bradley J. Schlang	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105
Sam Steinhouse	Member	To be submitted to Sponsor as set forth in EpiCenter	9201 Crane Ave. Cleveland, Ohio 44105

**EXHIBIT 8: RELATED PARTY DISCLOSURE FORM**  
**THOMAS B. FORDHAM FOUNDATION RELATED PARTY DISCLOSURE FORM**

The Community School 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 of her public position to secure authorization of the employment of a family member.

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

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

In addition, Statute<sup>10</sup> states:

- No present or former member, or immediate relative of a present or former member, of the governing authority of any community school established under this chapter shall be an owner, employee, or consultant of any sponsor or operator of a community school, unless at least one year has elapsed since the conclusion of the person's membership.

I acknowledge that no official at Village Preparatory School::Woodland Hills Campus 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>11</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	Employed by Sponsor	Last date employed

<sup>10</sup> ORC 3314.02 (E) (4)

<sup>11</sup> Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

## COMMUNITY SCHOOL CONTRACT

				or Operator	

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. No related parties are involved in employment evaluations, determinations regarding compensation and benefits, or determinations regarding promotions.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## COMMUNITY SCHOOL CONTRACT

### EXHIBIT 9: FACILITIES ADDENDUM

A stipulation of which entity owns all community school facilities and property, including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.<sup>12</sup>

Village Preparatory School::Woodland Hills Campus owns all Community School property.

School facilities information must include:<sup>13</sup>

- (a) A detailed description of each facility used for instructional purposes;
- (b) The annual costs associated with leasing each facility that are paid by or on behalf of the school;
- (c) The annual mortgage principal and interest payments that are paid by the school; and
- (d) The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of the school's Governing Authority. Any lease contract(s) and any updates thereto must be submitted to the sponsor via Epicenter.

Description of Facility	Property and 2 story educational use building located at 9201 Crane Aveue, Cleveland, Ohio 44105.
Annual Costs	\$471,680
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	Friends of Breakthrough Schools. Not for profit with no organizational relationship to the operator.

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<sup>12</sup> [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

<sup>13</sup> [ORC 3314.03 \(A\) \(9\)](#)



**EXHIBIT 10: BLENDED LEARNING REQUIREMENTS**

If a school operates using the blended learning model, as defined in [ORC 3301.079](#), include all of the following information.<sup>14</sup>

- (a) An indication of what blended learning model or models will be used;
- (b) A description of how student instructional needs will be determined and documented;
- (c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
- (d) The school's attendance requirements, including how the school will document participation in learning opportunities;
- (e) A statement describing how student progress will be monitored;
- (f) A statement describing how private student data will be protected; and
- (g) A description of the professional development activities that will be offered to teachers.

Village Preparatory School::Woodland Hills Campus does not operate using the blended learning model as defined in ORC 3301.079.

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<sup>14</sup> [ORC 3314.03 \(A\) \(29\)](#)