

MASTER CONTRACT

**The Community School Contract entered into by the
Governing Authority of Citizens Leadership Academy East
and the Thomas B. Fordham Foundation**

Dated as of February 27, 2017

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COMMUNITY SCHOOL CONTRACT

COMMUNITY SCHOOL CONTRACT For Citizens Leadership Academy East

This Community School Contract (the “Contract”) is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code (the “Code”), effective July 1, 2017, by and between the Thomas B. Fordham Foundation (hereinafter the “SPONSOR”) and the Governing Authority (hereinafter the “GOVERNING AUTHORITY”) of Citizens Leadership Academy East, located at 12523 Woodside Ave. Cleveland, OH 44108 (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 Code. Such school shall be a public school, independent of the Cleveland Metropolitan School District and 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 sixth through eighth.

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

The Community School may not use the name of the SPONSOR or any assumed name, trademark, division, or affiliation of the SPONSOR in any of the Community School’s or the GOVERNING AUTHORITY’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: “Citizens Leadership Academy East 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(s) commencing July 1, 2017, and ending June 30, 2018, and will automatically renew for a four-year period commencing on July 1, 2018, and ending June 30, 2022 (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 nonrenewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Code Section 3314.07. In the event of nonrenewal of this Contract, and in accordance with Code Section 3314.07, the SPONSOR shall provide to the GOVERNING AUTHORITY a decision on the Renewal Application by 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 nonrenewal 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 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; and 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 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

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

No later than fifteen (15) days following the date of this Contract, the GOVERNING AUTHORITY shall provide the SPONSOR with certificates of insurance or other satisfactory proof evidencing coverage in the types and amounts agreed to. All such insurance policies shall contain a provision requiring notice to the SPONSOR at least thirty (30) days in advance of any material change, nonrenewal, or termination, to the attention of President, the Thomas B. Fordham Foundation, 1016 16th Street, NW, 8th Floor, Washington, D.C. 20036, or such other address designated by the SPONSOR, with copies to the 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; (ii) any act or omission to act, whether negligent, willful, wrongful, or otherwise, by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, guests, or agents; or (iii) a violation of any law, statute, code, ordinance, or regulation by the GOVERNING AUTHORITY, Community School, its faculty, officers, students, patrons, employees, subcontractors, guests, or agents and/or any breach, default, violation, or nonperformance by the GOVERNING AUTHORITY 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 noncertified persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

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, 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, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 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 will 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 are 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), if the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be 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 nonvoting member of the GOVERNING AUTHORITY.

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

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 tenth (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 percent from a school’s total state support for the first three hundred (300) FTEs and 1.5 percent 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, or at least two schools sponsored by the Fordham Foundation have a contract with the same operator, 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.

Should any of the following events occur, the sponsorship fee for the school at which the event occurred will increase to 2 percent for all FTEs and for the remainder of the school year and that school will be removed from the Total Fee calculation for the remainder of the school year:

1. Two consecutive audits demonstrate noncompliance, deficiencies, material weaknesses, or any other material findings;
2. Site-visit-records compliance or Epicenter compliance (accurate/complete and on time) falls below 79 percent for the year in any one category of records reviewed; or
3. 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 thirty (30) days after they become due will accrue interest as follows: thirty to sixty (30–60) days will accrue 4 percent on any outstanding principal balance; sixty-one to ninety (61–90) days will accrue 6 percent on any outstanding principal balance; and ninety or more (90+) days will accrue 8 percent on any outstanding principal balance. The total state foundation payment is defined under the applicable regulations promulgated by the office of Community Schools of the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of this Contract and calculation of the sponsorship fee payable by the GOVERNING AUTHORITY to the SPONSOR pursuant to this article of the Contract, the components of the total state foundation payment are the state formula amount, disadvantaged-pupil impact aid (DPIA), parity aid, and special education.

The Community School and the GOVERNING AUTHORITY agree to cooperate with and assist the SPONSOR or its designee in providing the access, information, and data the SPONSOR

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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 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 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

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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.

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.

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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.

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

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

C. Governance Plan:

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

The GOVERNING AUTHORITY agrees that it will be comprised of at least five (5) voting members and that a quorum of the board will consist of the requisite number of members specified by the GOVERNING AUTHORITY's Code of Regulations, Bylaws, or the Code. Additionally,

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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 the following relatives, regardless of where they reside: (1) spouse, (2) children, (3) siblings, (4) parents, (5) grandparents, and (6) grandchildren; any other person related by blood or by marriage and living in the same household; or any business associate who is an employee of the school, any employee of a management organization or a vendor that services the school, or any independent contractor servicing the school. Servicing the school is defined as any work that relates to the educational mission, operations, or governance of the school. The approved minutes of the Governing Authority will specifically evidence these recusals and reason therefore.

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

In accordance with 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 of students who reside outside the district and/or the state in which the 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, that 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.

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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 nonteaching personnel by the Community School shall be as set forth in the Governance Plan, which is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein, that said employment shall be subject to either Chapter 3307 or Chapter 3309 of the Code, whichever is applicable, and that 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 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 Every Student Succeeds Act ("ESSA") and any amendments or reauthorization thereof and the state's plan to comply with ESSA. The GOVERNING AUTHORITY will provide the SPONSOR with a written description of all actions it has taken to comply with applicable ESSA requirements by October 31.

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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.

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, and so forth) offered by the SPONSOR or any affiliate of the SPONSOR.

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

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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 and appropriate public education to such qualified handicapped person.

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

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

Article VI. 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;

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

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

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

Article VIII. Probationary Status

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

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

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- 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's violation of 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 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 (for example, 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

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

Article IX. Suspension of Operation

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

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

A. Health and Safety:

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the Community School, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the 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:

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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.

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, 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 January 15 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 50 percent of its student enrollment from the previous school year;
7. The Community School defaults in any of the terms, conditions, promises, or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;
8. The Community School's applicant(s), directors, officers, or employees have provided false or misleading information or documentation to the SPONSOR in connection with the

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SPONSOR's issuance of this Contract, Preliminary Agreement, or other legally binding document executed by the parties to this Contract, or the Community School's reporting requirements under this Contract, or applicable law;

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

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

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

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

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

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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.

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 that 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

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

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

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

The parties expressly acknowledge that the Community School is not operating as the agent or under the direction 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

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

Article XVI. Severability

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

Article XVII. Every Student Succeeds Act

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 ESSA 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; and
- 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 the

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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
Citizens Leadership Academy East
12523 Woodside Ave.
Cleveland, OH 44108
Attn. Governing Board Chairperson

Copies to:
CEO of Breakthrough Schools
3615 Superior Ave #3103a,
Cleveland, OH 44114

Dickinson Wright PLLC
Attn: Amy J. Borman
150 East Gay Street, 24th Floor
Columbus, OH 43215

Bloom Law Group, LLC
Attn: Doug Bloom
24460 Aurora Road
Cleveland, OH 44146

If to SPONSOR:

The Thomas B. Fordham Foundation
1016 16th Street, N.W., 8th 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.

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One South Main Street, Suite 1600
Dayton, Ohio 45402-2028

Article XXII. Nonwaiver

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 that 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. Nonagency

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
Michael J. Petrilli
President

DATE: March 10, 2017

THE GOVERNING AUTHORITY OF
Citizens Leadership Academy East

BY: Cynthia Turner
Governing Board Representative

DATE: March 13, 2017

EXHIBIT 1: EDUCATION PLAN

A.1 Mission

Citizens Leadership Academy East (CLAE) is the first replication of Citizens Leadership Academy (CLA), which opened in August 2011 and is in its sixth year of operation. Known collectively as the “Citizens Leadership Model,” CLA and CLAE share the same mission: to prepare their middle school scholars to lead in academics and in service and civic engagement in high school, college, and beyond. The Citizens Leadership schools strive to prepare their students to excel on state tests, but moreover, they strive to provide students with the critical thinking skills and habits of leadership to advocate for themselves and for others, to examine issues critically, and to think beyond their own individuality and focus on making a difference in their communities: their schools, their neighborhoods, their country, and their global community.

A.1.1 Vision

The vision of the Citizens Leadership model is two part: to add EL Education to the mix of educational models for middle school students (grades 6–8) in the Cleveland area and to provide a middle school for Citizens Academy graduates that aligns with the educational model, mission, and vision of Citizens Academy elementary schools. CLAE provides such a next step for fifth-grade graduates from Citizens Academy East (CAE). At full capacity, CAE will have seventy-five fifth graders in three homerooms, who will matriculate to the middle school that will be housed on the third floor of their school building. Citizens Academy elementary schools focus on seven virtues that promote academic excellence and responsible citizenship. Citizens Leadership builds upon that foundation and focuses on cultivating leadership skills: self-reliance, self-advocacy, compassion, and collaboration.

A.1.2 Educational Philosophy

CLAE will be run as an EL Education school. EL Education, formerly known as Expeditionary Learning, is a national network of schools—public district, public charter, independent, and parochial—that aspire to prepare students for their adult life through “an overarching vision of increasing student engagement and elevating and expanding student achievement through driving student educational excellence in three core areas: mastery of knowledge and skills, character, and high-quality work” (EL Education website). EL schools push students to demonstrate mastery of Common Core skills in each discipline, apply that knowledge and skill to meaningful tasks, and think critically and communicate clearly. EL Education schools are grounded in a multifaceted approach to self-advocacy, community building, and social justice locally, nationally, and globally. One of the cornerstones of an EL school is “crew,” an advisory community that meets daily to discuss classroom and school culture as well as current issues at the local, national, and global levels. Instead of “units,” EL schools like CLA have “expeditions” or “case studies” that begin with building background knowledge and assuring mastery of skills on a strand(s) of state standards and then apply those skills to an engaging project that has an authentic component or real-world application. The audience for the culminating product goes beyond a student’s teacher and often includes a service or a publication that will be read by experts or a proposal for a local, national, or global concern. A final product goes through a rigorous revision process. As students’ progress through a case study, they conduct research in the community and work with community experts at the school and at universities, businesses, government offices, and social-service agencies.

CLA is part of the Breakthrough Charter Schools (BCS) network. CLA joined BCS at its inception as a charter-management organization as its fourth educational model, and has had the benefit of its back-office support and the collaboration with the leaders of the other educational models. CLAE will enjoy the same back-office support and collaboration.

A.2 Geographic Boundaries

Pursuant to 3314.03(A)(19)(c), CLAE will permit the enrollment of students who reside in any other district in the state.

A.3 Curriculum and Instruction

As a CLA middle school, CLAE will use the same curriculum maps as founding CLA model school. All curriculum maps are grounded in Ohio's New Learning Standards, incorporating Common Core curriculum standards for English language arts (ELA) and math and Ohio's New Learning Standards in science and social studies. CLAE will use the Ohio Visual Art Standards in visual arts and the National Physical Education Standards for physical education and outdoor leadership, and outdoor leadership also incorporates some science and social studies standards. Humanities courses also specifically focus on the Reading for History (RH), Reading for Science and Technology (RST), and Writing for History and Science and Technology (WHST).

The standards are the foundations for the curriculum maps, and curriculum is mapped backward from the standards and from the released test information for state tests. Standards are mapped into units of studies (called case studies in EL Education) that run from twenty-two to thirty-six instructional days. Unit assessments based upon the standards and, in the case of state-tested subjects, based on released tests are given at the end of each case study. These range from project-based assessments (document-based questions in seventh-grade social studies, proposals to an expert panel in sixth- to eighth-grade social studies, or on-demand science labs in seventh-grade science, for example) to more traditional end-of-unit exams that mirror the format and question type seen on state tests. These end-of-unit assessments are grounded in measurable objectives, again based on the standards and substandards covered during the case study. Directors of curriculum and instruction (DCIs) write the assessments and the grading rubrics and grade the subjective sections of each assessment.

Measurable objectives are communicated to the students through daily learning targets that are posted in each class, discussed at the beginning of each class, and reviewed at the end of each class.

Beyond the standards and measurable objectives, all case studies are also grounded in grade-level essential questions:

- “What makes a community thrive?” for grade 6
- “What makes a morally courageous person?” for grade 7
- “What makes a civically engaged person?” for grade 8

Case studies include ties to these questions through readings, discussions, fieldwork, and projects. As EL Education guides us, case studies begin with an engaging exercise that

introduces guiding questions for the case. It may be a gallery walk, the appearance of a community expert, or a controversial reading. The power standards, the high-quality product, the summative assessment, and any fieldwork are also previewed at this time. After that initial introduction, a significant amount of time (several teaching days) is dedicated to building background knowledge to approach the guiding questions and forthcoming projects/products with depth of knowledge. The DCIs consult the depth-of-knowledge framework and the performance-level descriptors (PLDs) embedded into Ohio's New Learning Standards in guiding the faculty's formative curriculum and instruction so that students are prepared for high targets in the PLDs. The last weeks of a case study are spent applying the knowledge and skills learned to a high-quality product or project ideally done for a genuine community need and for an authentic audience. This is where EL Education's long-term project-based learning distinguishes itself. CLA's high-quality projects range from a coffee-table book about Cleveland's innovators and reformers created by seventh graders after learning about the European Renaissance and Reformation to each eighth grader's construction of a precise balsa wood bridge model that can tolerate a load of fifty pounds after studying the physics of bridge construction. Other examples include a seventh-grade inventory of books at local elementary schools to see the ratio of books with African American protagonists after reading Jacqueline Woodson's *Brown Girl Dreaming*, advocating for additional books with African American protagonists, researching those books, and fundraising to donate some of those to the elementary school library. The case study incorporates reading, writing, listening, speaking, presenting, and reflecting in all classes. DCIs and faculty seek to create numerous strands of integration across subject areas.

The ELA curriculum is anchored in novel studies in all three grades. These often tie to the social studies topics and essential questions for the grade. Novels are paired with informational texts; for example, in grade 6, *My Name is Parvana* by Deborah Ellis, a novel about a young girl in Afghanistan, is paired with *I Am Malala*, the memoir by Malala Yousafzai. The students build background knowledge with the novel but raise the rigor when they read the adult memoir. They apply their knowledge when they create persuasive essays and a fundraising campaign for One Girl, an international organization that promotes women's rights. Novels and nonfiction memoirs range from contemporary to classic—for example, *Freak the Mighty* by Rodman Philbrick is used at the beginning of seventh grade but *To Kill a Mockingbird* is used later in the year. Film, poetry, and drama is also woven into the English curriculum. English also uses the EL Education/EngageNY modules for ELA, and many of the informational texts, writing assignments, and film and performing arts selections are used. EL Education/EngageNY modules are being used with over two million students across the country through open sourcing and are the ELA curriculum for New York. Finally, English and social studies courses at CLA use Facing History and Ourselves as a curricular anchor. Facing History is an international organization that addresses social justice through the lens of looking at history through the choices we make as individuals. English and social studies classes use compelling informational texts, films, and speakers from Facing History.

Social studies and ELA complement in the humanities camp of CLAE and closely follow Ohio's New Learning Standards in grade 6. Students learn about Ancient Civilizations such as Mesopotamia, Egypt, China, and India through studying each civilization through the strands of the social studies curriculum: geography, economics, government, world religions, and adaptation. Social studies skills are emphasized: classifying regions, using longitude and latitude

and other geographic tools, and source accuracy. Career readiness is addressed as students meet with numerous experts in topics covered. The Cleveland Museum of Art is a valued resource that is used numerous times as students study the four civilizations. Facing History is a cornerstone of the sixth-grade social studies curriculum as the students begin the year studying identity and community as a foundation for their studies about each of the cultures they study throughout the year. Case-study assessments mirror the state tests; case-study products tie into the novels that students read in ELA. For example, the fundraiser from the ELA Parvana study ties into the economics strand in social studies.

Seventh-grade social studies follows the Ohio history strand of studying Ancient Greece and Rome and then continues with the Middle Ages, Renaissance, and Reformation. The study of Ancient Greece and Rome ties to a study of heroism and mythology in ELA, and the study of the Middle Ages ties to an ELA study of “voices of adversity” and poetry. The study of the Renaissance and Reformation leads to a final case study of the year, that of Cleveland’s Renaissance and Reformation. As a year-long culmination, students research and interview local innovators and reformers in a variety of fields, and through ELA and social studies they craft a coffee table book called *Rustbelt Reformers* that has garnered a reputation in the area. Other products include original myths based on Greek and Roman myths that are read to local elementary students as a service project.

A key assessment skill that is introduced during grade seven social studies is the document-based question exam (DBQ), something that students will most likely see throughout high school and college. Throughout the seventh-grade year, social studies students learn to write with stronger evidence, explanation, and analysis. Eighth-grade social studies begins with the American Revolution and colonization, studies the Civil War and Reconstruction, uses the Facing History study of the Holocaust, and ends the year with an examination of civil rights. The DBQ is a key assessment vehicle in grade 8 social studies, but students also conduct a considerable amount of research for argumentative pieces. During the study of our country’s founding, students research and draft a piece of legislation, and during their study of the Industrial Revolution, students craft a climate-change proposal. As students study history, they concurrently study current issues and compare and contrast policies and politics of each time period. Most of the eighth-grade social studies curriculum aligns with the ELA curriculum, and both curricula speak to the grade-level essential question, “What makes a civically engaged person?” EL Education/EngageNY and Facing History modules are used, as is literature including complex texts such as *The Narrative of the Life of Frederick Douglass* and *Night*. A culminating reflective essay regarding civic engagement aligns with an end-of-year trip to Washington, D.C., through the lens of civic engagement.

Both ELA and social studies integrate with visual arts project work: Egyptian side reliefs, African American leader weavings, and medieval mosaics. Fieldwork in seventh and eighth grade takes students to the Cleveland Museum of Art to study Ancient Greece and Rome, the Cleveland History Center to examine artifacts from the Industrial Revolution in Cleveland, and to the Soldiers and Sailors Monument when they study the Civil War and Reconstruction. Film, poetry, and drama are each incorporated into the scope and sequence of the Humanities program.

CLA schools have no single math text but instead base their math studies on the standards and

use a variety of texts, often selecting a few sources for each math strand. EngageNY math modules and Eureka Math are key resources because they are grounded in the Common Core standards and ask students to grapple with mathematical thinking as opposed to only teaching algorithms. STEM directors of curriculum are coaching our teachers in the adoption of EL Education's Math 2.0:

EL Education has revised the workshop model to align with the Common Core instructional shifts, embed ongoing assessment to increase responsiveness to student needs, and help students develop self-reliance and perseverance. The first component in this revised workshop (Workshop 2.0) asks students to “grapple” independently with a problem or task. The second component is a collaborative opportunity for students to be metacognitive about their own approaches, justify their mathematical reasoning, and consider others' mathematical reasoning and thinking. (EL Education website)

An additional key resource is Math in Focus, the American version of the Singapore Math program. Our curriculum maps are aligned to Ohio's New Standards/Common Core and also to units of study in Eureka Math and Math in Focus. Teachers are given a scope and sequence and access to lessons from both resources. The Eureka Math vertical alignment from grade 6–8 is used for all the key units.

Teachers meet in vertical teams (each grade level) and discuss key strands and their progression from grade to grade. This helps support differentiation, enrichment, and reinforcement of key skills. The Eureka curriculum also provides small-group pull-out suggestions. Eighth-grade math also uses Khan Academy for individualized instruction including remediation, reinforcement, and enrichment.

Formative and summative assessments include application of multiple strands in project-based learning problem sets. Unit assessments are modeled in format, complexity, and language from the released state tests and practice tests. Students are engaged in tracking their progress in terms of mastery of concepts, skills, and application. Test corrections and analysis are given due consideration.

Math is used in some of the case studies, but it is used more often as a supporting discipline rather than the foundational discipline of a case study. For example, students inventorying children's books in elementary schools may analyze their data and use graphs and tables to present their findings, but the case study lies in ELA and social studies.

Math in sixth and seventh grade basically covers prealgebra topics: rates and ratios; arithmetic operations focusing on fractions; area, surface areas, and volume; statistics; and expressions and equations—with more complexity in the seventh grade. Eighth-grade math focuses on integers, congruence, similarity, linear equations, functions in geometry and linear functions, and an introduction to irrational numbers using geometric concepts. Citizens Leadership science focuses on lab-based problem solving using Ohio's New Learning Standards as curricular foundations. Ohio's science standards have a strong focus on physical science and earth science with just a small amount of life science. Science skills and the scientific process have equal weight with the concepts presented. In sixth grade, students study types of energy; elements, molecules, and

compounds; basic atomic structure and the periodic table; and basic cell theory. They also incorporate gardening into the spring study as an application of knowledge about photosynthesis, study of soil analysis, and cellular respiration and use square-foot gardening. This connects with an end-of-year study of the novel *Seedfolks* by Paul Fleishman and a study of the essential question, “What makes a community thrive?” In seventh grade, scholars study urban land use and conduct a science-based case study about vacant lots, incorporating science standards about biomes, climates, ecosystems, food chains, and the skill of using a dichotomous key. There is a social studies component to the study in that students work at the Cleveland History Center to research the past use of the vacant lot, and there are a number of math applications. Art is integrated through the connection of an impressionistic representation of the lot, and ELA is involved through letters to the land commission advocating for particular uses for vacant lots within Cleveland. Other seventh-grade case studies include “Water and Weather,” looking at the hydrologic cycle, and “Outer Space,” looking at phases of the moon, tides, and layers of the atmosphere. The students engage in either an end-of-year engineering competition or a project based on the development of and advocacy for a community park. In eighth grade, the focus is on Ohio’s New Standards as eighth grade science is tested: genetics, force and motion, and plate tectonics and Earth history. This year, CLA began to use Mosa Mack Science to supplement the teacher- and DCI-created labs and lessons. Mosa Mack is an online instruction platform, where each lesson is focused on a specific science content and aligned to the national science standards. Each lesson has three parts: building background and vocabulary acquisition on the new science topic, a hands-on lab done in class, and a section that asks students to design and engineer their own solutions to a proposed real world problem.

Science assessments range from lab reports and experimental designs to traditional end-of-unit exams with multiple-choice and short-answer sections. Science assessment data and all assessment data of unit/case-study tests are analyzed for reteaching and enrichment differentiation moving forward; students as well as teachers are involved in this data analysis.

Instruction

At CLA, curriculum and instruction are equal partners. Instruction is done in classes of sixteen to twenty students, with an average of eighteen students per class. CLA is a table school versus a desk school, and students generally have time during each lesson to work collaboratively. In general, the eighty-minute classes at CLAE are structured with a Do Now introduction of about five minutes that allows the students to settle into the classroom, respond in writing to an enticing quotation, grapple with a math application problem, or complete some sample review questions. Once the Do Now is quickly reviewed, the mastery learning target(s) and the habits of learning target(s) (behavioral target for the day) will be read and briefly discussed. The learning target will be connected to past learning, as well. A teacher-directed mini-lesson or an EL Education protocol like a gallery walk introduces the work of the day in ten to fifteen minutes. The bulk of the class session—twenty to thirty-five minutes—will be devoted to independent or collaborative group work time, and the last ten minutes of class will be for a review of the learning targets—including the habits and behaviors exhibited during the class—reflection, synthesis, and a possible exit ticket. Rotated guided small-group work with the teacher as a facilitator will occur during the longer work time. EL Education differentiates between the Workshop 1.0 and the Workshop 2.0 instruction. As Ron Berger, EL Education leader and author of *Learning That Lasts*, writes, “When the Common Core standards were introduced, one of the

first things we did was revised the workshop model to address the demand for new capacities for students. . . . Workshop 2.0 in reading and math features a small but important shift in the basic workshop instructional sequence, putting individual grappling with complex text (or in mathematics, complex problem) before a mini-lesson, peer discussion, or group work (29).”

EL Education protocols are taught to new teachers at the CLA Summer Institute and coached throughout their teaching career at CLA. EL protocols strive to maintain high engagement in and a sense of urgency about the instruction. Widely used protocols include the following:

- Fishbowl: students in an inner ring conduct a discussion and students in an outer ring serve as peer coaches to push the learning to a deeper level
- Socratic Seminar: student-led discussion of a text, topic, research selection, and so forth
- Think-pair-share, think-write-pair-share, or rank-pair-share
- Quiz, quiz, trade: used to quickly review key concepts or skills with partners
- World cafe: used to discuss a topic or text in a small group

CLA also uses the No-Nonsense Nurturing classroom management, so clear directions and positive narration are drivers in classroom instruction. CLA uses real-time coaching for immediate feedback for teachers to improve their instruction and classroom management through clear directions and positive narration.

Differentiation is addressed in a number of ways. A variety of text complexity about the same topic might be used with small groups. The same text may be used with a different expectation about the response to the text. Challenge problems may be offered during a math or science class and extra writing prompts during a social studies or ELA class. As mentioned earlier, Khan Academy and other online, individually directed learning environments are offered.

CLA classes are primarily heterogeneous and not tracked, although there are eighth-grade English and math honors classes for students with strong academic records. Within these heterogeneous classes, about 17 percent of the students have learning challenges that require an individualized education plan (IEP), and another 5–10 percent of the class, on average, have 504 plans. At CLA, there is an intervention specialist at each grade level, and those teachers push in and pull out. The interventionist will support students with guidance on vocabulary, reading comprehension, chunking directions, and so forth. In small pull-out groups, the focus is on improving literacy levels, mathematical fluency, and number sense. The school invests in Leveraged Literacy Instruction, which has proven to bring students up several lexile levels.

The instruction strategies, techniques, and curricula used at CLA are research supported and work with populations like those at CLA or CLAE: eleven- to fourteen-year-olds who live in a high-poverty urban area with family demands and social influences competing with their intellectual and academic pursuits. Over the six years that the school has been in operation, educators have tested several curricula and continue to use those with the strongest outcomes for students. Last year, the school was the second highest in Cleveland in terms of academic growth and earned a Momentum Award from the governor’s office.

“At risk” at CLA goes beyond academically challenged students and intervention specialists.

The dean(s) and the school counselor work with service agencies including social-work agencies, psychologists, and health-crisis teams as needed, and always with families, to support the emotional well-being of students so that learning can be maximized.

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 events.

A.4 Target Population

The IFF Cleveland Report, commissioned by the City of Cleveland and its partners in education, found that of the eleven neighborhoods with the highest service gaps in education, the neighborhood rated as having the highest need for student access to high-performing schools is the neighborhood for the proposed CLAE location, Glenville. The report's number-one recommendation for improving the service gap was to "replicate, expand, and spread the success of high-performing schools. Continue to authorize high-performing district charters." In support of furthering the Cleveland Plan, CLAE aims to draw families primarily from the Glenville and nearby communities.

In addition to relying on the data that are reported in the IFF Cleveland Report, CLAE also has the benefit of moving into a building in the Glenville neighborhood that is already occupied by a high-quality school: CAE. CAE serves students in grades K–5 and is also a proud member of the BCS network. The addition of CLAE means that Glenville families will now have one high-quality destination all within the same facility, to serve students in grades K–8.

Since its founding as Northeast Ohio's first Expeditionary Learning school, CLA has provided a high-quality education to a student population that is over 95 percent minority and over 80 percent low income. The demographics of CAE and the neighborhoods from which CLAE will draw a majority of its students mirror CLA's current student population.

CLA's focus on individualized instruction, building critical-thinking skills, and making learning relevant through real-world experience have produced impressive results for its students, preparing them to succeed in Cleveland's best high schools and beyond. CLA's students have significantly outperformed the middle school students of every district and public charter school in our neighborhood on state assessments. In 2016, CLA posted the second-highest student growth in the city of Cleveland (as measured by Overall Value Added Gain Index Score). CLAE will have similar academic success with a similar student population.

A.5 School Calendar and Daily Schedule

The school calendar and schedule are subject to change by the school's leadership and/or board.

First day of school	August 14, 2017
School day start/end time	7:45am–3:45pm
Hours in school day	8

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Number of instructional minutes (core instruction) per day	320 on Monday–Thursday; 200 on Friday
Number of instructional school days per year	172
Number of supplemental instruction hours per day	2 hours Monday–Thursday; ½ hour Friday
Time devoted to staff development during school year (indicate days or hours)	3 hours each Friday afternoon; 28 Fridays or 84 hours and an additional 11 full days
Time devoted to staff development prior to school opening (indicate days or hours)	20 days

A.6 Special Student Populations

CLAE will follow in the footsteps of CLA with respect to special student populations.

CLA schools strive to fulfill their obligations under the Individuals with Disabilities Education Improvement Act of 2004 (IDEA) through their adoption of the Ohio Model Policies and Procedures. CLA schools recognize that about 20 percent of each of their student populations has an IEP for a cognitive challenge or a 504 Plan for a medical challenge, so they have a certified intervention specialist at each grade level. The intervention team works with the general-education team to ensure that any and all accommodations are made for each child, that the family is informed about the plan's implementation at school, that IEP and 504 annual meetings are held, that IEP plans are updated as the child meets his or her IEP goals, and that all of the policies of the IDEA are implemented at the school level.

Students are admitted to CLA schools without knowledge of their special student status, but once they are admitted, families are asked to disclose that status so that CLA can obtain records from previous schools, remain compliant, and—most importantly—prepare for the learning challenges of each special needs student. In addition to the school intervention team, CLA schools contract with psychologists for testing purposes, social workers to support students with emotional and social or trauma-induced issues, speech and language pathologists, and occupational therapists and physical therapists, as needed.

As stated above, after admitting students, CLA asks for records regarding IEPs and 504 Plans. Once these are received, the students are put on the intervention specialists' caseloads. Intervention specialists work with the accommodations and IEP goals and push in and pull out to make certain those accommodations are met and the students work the required minutes on the IEP goals.

If a student demonstrates a learning or other challenge, the student goes through the Response to Intervention (RTI) process: after three weeks of observation, a teacher or parent can complete a referral request to the RTI team. After assessing the situation, the RTI team will recommend an intervention that will be followed for four to six weeks. If the intervention is not successful, a second intervention may be tried for a second four to six weeks. If this second intervention is

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also unsuccessful, the student will be recommended for special-education eligibility, and an ETR evaluation ensues within forty-five days. Once the ETR is completed, an IEP or a 504 Plan may be created within thirty days and then followed. A student may graduate from his or her IEP when he or she meets all the IEP goals. The ETR is conducted by a consulting psychologist with input from family, teachers, and intervention specialists; occupational therapists and physical therapists are consulted as needed.

The CLA intervention specialists are responsible for progress monitoring. The special-education compliance coordinator oversees the compliance issues associated with this progress monitoring and ascertains that all compliance deadlines and details are met. The school budgets for one interventionist per grade and one compliance coordinator per three-grade school; until each school reaches three grades, the compliance coordinator from CLA will oversee the special-education compliance process. The principal also serves as a monitor for the accuracy and timeliness of the process. Finally, the compliance team at our management company (BCS) serves as an additional check and balance with regard to compliance submission on the state level.

As stated in other sections of this application, the intervention specialists push in and pull out of classrooms. When they push in, they support students with the lessons being facilitated by the general-education teachers. They may facilitate small groups, help students with directions and focus, or work with individual students on a particular assignment or set of directions. The intervention team works with the general-education teachers to make appropriate accommodations in terms of assignment and assessment length and complexity. The intervention specialists also have pull-out time to implement intervention programs to bring students with cognitive disabilities up to grade level and to devote time to work the required minutes per week with students on their IEP goals. The principal's evaluation of each intervention specialist includes a monitoring of time spent with each student and the progress made by each student on his or her goals.

The EL Education model also provides guidance for meeting the needs of special-education students. CLA has not had English language learners (ELL), but EL Education provides guidance on how to build knowledge through content-rich nonfiction and respecting the ELL's background knowledge and culture and integrating it into the instruction. EL Education emphasizes social-emotional learning (SEL) and strategies to support challenges through attention to SEL: using breaks, calm space, self-monitoring checklists, practice of response techniques, and so forth. The EL Education modules and the Eureka Math modules provide outlines for accommodations for students with learning challenges; CLA uses those accommodations.

CLA schools support homeless students according to the McKinney Vento Homeless Assistance Act requirements. The school counselor is the point person for homeless students and for students in crisis. She or he works with outside social workers and other medical-crisis teams, as needed.

Finally, as a charter school in Ohio, CLA does not have an official program for gifted and talented students; however, CLA does have an honors track for math and English in eighth grade

and enrichment opportunities for students at all three grades. As outlined elsewhere in this application, teachers differentiate in terms of text complexity, written-response expectations, and research opportunities. Flexible grouping, literature circles, and blended learning help support this differentiation.

A.7 School Goals

As a part of the EL Education network and as an EL school on the path to becoming a credentialed EL school, CLA schools develop a four-year work plan with their EL school designer. As explained on the EL Education website,

EL Education work plans outline the critical actions a school will undertake in a year's time to improve teaching and learning. They show the relationship between actions taken by the adults in the building and the expected outcomes for students. These actions are aligned with data-driven, inspiring goals informed by whole-faculty input and chosen by leadership teams, with support from EL school designers. A work plan names the specific elements of the EL design that a school is "biting off" for the year; it connects these priorities to a coherent vision of how these changes will impact the achievement and engagement of students. To ground the work of the coming year, completion of the work plan begins after a school has analyzed how it has 'performed' to date (in student achievement and in its implementation of the model) to help determine what targets to set for the coming year.

The work plan covers four years, with incremental goals for each consecutive year. Goals are in three critical areas: mastery of knowledge and skills, character, and high-quality work. Goals are also multiyear and are then broken down into annual performance benchmarks working backward from the ultimate goal. The synergy of the work toward these goals guide the school toward excellence in education—in the CLA case, middle school education—versus simply student achievement on state tests.

For CLAE, the EL work plan will actually be created by the full faculty during the Summer Institute in July 2017; however, at this point a draft work-plan template is based upon the data of past CLA students who have a similar profile as the CLAE students and based on the EL model development for CLA. CLAE is actually at an advantage, as a replication school with a solid playbook and also a founding principal who is a three-year leader at CLA.

For Mastery of Knowledge and Skills, the CLAE four-year goal is that CLAE will demonstrate that at least 75 percent of its students or more will meet their annual student-achievement growth targets during at least two of the previous three years. For 2017–18, the target is that at least 50 percent of the students will reach their annual growth targets in reading and math on the NWEA-MAP tests. These growth targets will be at least the predicted annual-growth target projected by NWEA; for students falling far below grade level, the targets will be significantly higher, and for students above grade level, the targets will be more aligned to the NWEA projections. In addition, for social studies and science, the goal will be for at least 50 percent of the students to reach their growth targets on student-learning-objectives (SLO) assessments.

For each EL work-plan goal, there are corresponding implementation priorities and data and

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monitoring progress points. For the Mastery of Knowledge and Skills goal, the implementation priorities are creating effective lessons and providing descriptive feedback to students during the lesson. The data points are the Measures of Academic Progress (MAP) and SLO data from the fall, midyear, and spring assessments.

The CLAE four-year character goal is 100 percent use of the crew curriculum in all crew classrooms, a sustained attendance rate of 95 percent, and a suspension rate of fewer than fifty suspensions when the school is fully built out. The 2017–18 character goal is 75 percent use of the crew curriculum, an attendance rate of 94 percent, and a suspension rate of twenty-five or fewer. Goals are based on the most recent CLA data for new teachers, attendance, and sixth grade. Implementation priorities for character are fostering character through a common crew curriculum and developing a strong learning community through learning walks and weekly staff gatherings. The data points are the monthly attendance and suspension data, as well as the learning-walk summaries.

The CLAE four-year high-quality-work goal is that CLAE students will produce high-quality work that will represent multiple perspectives, connect to big concepts within multiple content areas, and matter to students and the larger community. For the founding year, the high-quality-work goal will be that students produce one high-quality piece per content and that the faculty uses the EL Education high-quality-work protocol to assess the work. Data points are a midyear review of products and end-of-year review of products by the faculty under the direction of the EL Education school designer.

During its initial year, CLAE will use its state test scores as a baseline and will then add state test scores to its EL Education work plan as benchmarks and data points. CLA has the goal of meeting the state average on at least five of the eight tests given at the middle school level; it is probable that CLAE will adopt a similar goal in 2018–19.

CLA schools will present each annual work plan to families during the fall Curriculum Night and review the status of the plan midyear at a parent advisory committee meeting. MAP scores will be shared during student conferences, and although they are not part of the work plan, state test scores will be shared after they are received in the summer and then again at the 2018 Curriculum Night.

CLAE will benchmark itself against CLA and the other BCS middle schools in terms of academic achievement, academic growth, attendance, and discipline data. Being part of the BCS network is an advantage in that by sharing data, schools can also share strategies for instruction and data analysis.

In terms of Fordham’s primary academic indicators, CLAE will aim to meet the standard with an 80–89 percent performance index (PI) during years one and two and a 90 percent PI by year three. In value added, CLAE will aim for 0–3.9 in years one and two and 4 or above after that.

CLAE will aim to exceed the standards for performance versus the local market and rank in the top 20th percentile in PI score in year one and two and aim for the top fifteenth percentile in year three and four and to be in the top tenth percentile by year five. In value added versus the local

market, CLAE would like to meet the standards in years one and two and exceed the standards by year three. These primary academic indicator goals are based on the trajectory of CLA during its first five years and on our EL Education work plan.

A.8 School Climate and Discipline

CLA schools approach the development of a positive school community where everyone feels safe, engaged, and part of something bigger than oneself from a variety of anchors, and these anchors work together synergistically to produce an engaged community where individuals are known and appreciated. These anchors include the EL Education core principles, the concept and implementation of crew, CLA Habits of Leadership, CLA norms, positive recognition, and the CLA progressive discipline system.

CLA schools are EL Education schools and, as such, are grounded in the EL Education core principles: the primacy of self-discovery, the having of wonderful ideas, the responsibility of learning, empathy and caring, success and failure, collaboration and competition, diversity and inclusion, and the natural world. Appreciation for these core principles is anchored in an advisory group called “crew” where emphasis is placed on understanding one’s role as an individual in a community of individuals. The sense and importance of community are foundations of the school’s culture and climate. Crew is a valued part of the day and has a specific curriculum: thirty minutes each morning and twenty minutes each afternoon (Monday through Thursday and a shorter time on Friday) to build community and to reflect about the community within each classroom, the grade level, the school, the neighborhood, the city, the state, the nation, and the global community. Crew is based on Responsive Classroom and its middle school version, Developmental Designs. All faculty are trained on the crew protocols and their rationale.

In addition to crew, the second anchor of maintaining a strong school culture is that CLA schools are also grounded in Habits of Leadership: self-discipline, collaboration, compassion, integrity, and active citizenship. CLAE crews will study each of these habits during crew, and equally important, CLA and CLAE scholars will have learning targets about these habits in each class and be graded on those habits during each class. As such, for each class, there is an academic or content goal and there is also a habits goal. A summative habits grade accounts for 25 percent of a student’s overall grade in each subject, each trimester. Every day in each class, students have a mastery learning target and a habits learning target, and that target is reviewed and reflected upon.

CLA’s school norms comprise the third anchor: Be Respectful, Be Responsible, and Be Safe. Although they are simple, they are woven into student life daily, and the subtext with each of the norms is more critical than the norms themselves. CLA students know that at CLA, “be respectful” means to “treat others the way you want to be treated,” “be responsible” means to “do what you need to do now in order to do what you want to do later,” and “be safe,” means “protect the investment that is yourself.”

Positive recognition is the next CLA anchor. CLA recognizes students in each grade level for a variety of reasons: responsible citizenship, strong academic improvement, helping the CLA community thrive, and so forth. Recognition occurs on a regular basis at CLA community

meetings and in crew, for example. Recognized students also appear on the CLA website and Facebook page, as well as on bulletin boards in the building.

The final anchor is CLA's progressive discipline system. The full description from our Student and Family Handbook reviews the specific steps in this plan, but the bottom line is that consequences are paired with conversation and reflection. When students are sent to the dean's office (or during the first year of CLAE, the principal's office) for an infraction or a disruption that cannot be resolved in the classroom, they complete a reflection sheet to explain their perspective on the situation and discuss it with the dean or school counselor and, sometime later, with the referring teacher. The emphasis is to learn from the mistake or misjudgment, not to simply punish for noncompliance. Parents are also part of the conversation, and most often, the deans have students speak directly to their parents about the situation when they are in the dean's office so that the parents can work with the teachers and the deans or counselor to best support the student and so that all parties can be on the same page.

The CLA faculty, staff, and administration review the discipline system each summer during the Summer Institute and then each week during grade team meetings. Learning walks by administration and faculty review what is working well and what is not working well enough in terms of implementation of the system. In addition, the principal completes a "daily round-up" at each grade level to make sure the teachers and deans are on the same page in terms of understanding the outcomes of student referrals.

As it is written in the staff handbook, "CLA places a large emphasis on community building and personal reflection within both its culture and curriculum. CLA will always place a larger emphasis on the positive aspects of the school culture in an effort to deter the use of corrective action."

To be proactive about potential extreme behavior, the CLAE principal, deans, and physical-education teacher will have restraint training that is provided by the BCS director of safety and security, who is a certified trainer and retired chief of police. If a student needs seclusion for a "cool-down" time, he or she will be in the dean's office and never left unattended. There will be no official seclusion room at CLAE. In the six-year history of CLA, restraint has been used only twice, both times in an emergency situation. Parents or guardians are called immediately. Less-restrictive cool-down measures are used to support students with anger-management issues and outbursts. CLA and CLAE have strong working relationships with social-work wraparound services, and students who are at risk for strong emotional reactions work closely with social workers who, at times, shadow students for full days.

A.9 Assessments and Intervention

Assessments are multifaceted within the CLA schools. Although the required state tests are a definite focus, they are certainly not the only focus in the assessment arena. In addition to state tests in the spring, CLA and CLAE will use MAP or SLO assessment three times each year and unit assessment at the end of each unit or case study in each subject (from six to eight weeks).

As stated elsewhere in this application, CLA curriculum uses backward design to work from state standards in each academic subject. End-of-year assessments aligned to state tests cover all

standards and use the rigor of questioning, the language, and the question blueprint of the state tests. Unit assessments also use the rigor of questioning and the language; between January and state tests, they also use the state test blueprint.

Beyond and above state testing, CLA believes in meeting all scholars at their level and moving them forward. To do this effectively, the school relies on normative-based MAP testing to determine realistic goals for our scholars and measure their growth throughout the school year. MAP testing takes place three times during the school year and allows all invested stakeholders (students, faculty, administration, and families) to reflect on where students begin, how they are progressing, and what has been accomplished at the end of the year. MAP testing is adaptive to a student's knowledge level and self-adjusts as the test progresses. Students earn a score along a RIT point scale that correlates to their understanding and mastery for the content tested. MAP testing is completed for English and mathematics in all grades and in science in grade 8. Teachers use this data to help students approach learning at their own levels when using online resources as well as for data triangulation. MAP is one of the statistics CLA teachers look at to determine if a student is thriving and needs a push or to identify specific areas of concern as the year progresses. For nontested subjects, the DCIs create SLO assessments that students take at the beginning, middle, and end of the year to track student academic growth in each subject and in social studies and science in grades 6 and 7.

Unit assessments cover the standards covered during each unit and review previously covered standards. DCIs create the assessments but provide teachers with the map of standards, language, and question rigor, as well as any rubrics that will be used on the summative assessment. Teachers work backward from the assessment and standards covered to make certain that the lessons for a unit or case study underline the concepts, skills, and application necessary to demonstrate mastery on the end-of-unit assessment.

Students track their progress on MAP assessments and unit tests, and teachers group and regroup students based on their mastery on MAP tests and unit assessments. Differentiation at the classroom level as well as during tutoring (after school and in Saturday Academy) and afterschool enrichment classes is based upon those results.

Data analysis is critical to curriculum, instruction, and assessment at CLA schools. The director of data analysis and academic programs analyzes data on a schoolwide and model-wide basis, with the goal of addressing trends and outliers. Data analysis is addressed by the instructional leadership team (principal, DCIs, director of data, and model education leader) and then discussed through coaching on an individual basis and through professional development on a schoolwide basis. One professional-development afternoon each month is dedicated to vertical teams to assess the scope and sequence of key standards from grade 6 to grade 8 and also to assess differentiation strategies, as well as tutoring and Saturday Academy effectiveness.

Feedback to teachers comes through their coaching with DCIs. DCIs and teachers meet every week to review plans, observations, and data. Based on the student data trends and specifics, minor changes in curriculum and instruction are made. The feedback cycle is basically backward plan, teach, data analysis, revise plans, and so forth.

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At CLA schools, students should be promoted only when they have demonstrated mastery of academic standards. CLAE is founded on the understanding that promoting students to the next grade because of their age, not their readiness to do the work, is not beneficial to students. Thus, one of the most critical and distinctive aspects of CLAE'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, there is a strict and simple promotion policy. Students must earn a 67 percent or higher overall mastery grade at the end of the school year (average of all three trimesters) in order to pass their classes. Sixth- or seventh-grade students who are failing two or three core classes (ELA, math, science, and social studies) in mid-May will be required to attend summer school. At summer school, students must demonstrate readiness by earning an 80 percent or higher in habits of work and a 70 percent or higher on a foundational skills assessment. Students who fail one or more summer school class may be retained in their respective grade. Students who fail all four core classes will be retained.

In eighth grade, students with an overall failing grade in three or all four core classes will be retained. Students failing two classes may be retained on a case-by-case basis pending the outcome of a parent meeting.

In CLA's six-year history, summer school has been required for about 10 percent of the student population and retention has been required for less than 3 percent of the student population.

Retention can also be based upon attendance and truancy. The student's attendance patterns (excused and unexcused absences, tardiness, and early dismissals) and their effect on student progress will be taken into account when evaluating retention for a student. Students who miss fifteen days of school or more throughout the year, whether excused or unexcused, are at risk for retention. Both CLA and Ohio law prohibit promotion of a student to the next grade level if the student has been truant for more than 10 percent of the required attendance days of the current school year.

Promotion and retention of previously identified disabled students may be subject to the factors and policy above but shall also consider the contents of the student's IEP, in accordance with R.C. 3301.0711(E) and (M).

Retention and/or placement decisions will be made only after the school has notified and conferred with parents and guardians throughout the year (progress reports, report cards, parent conferences, and so forth) as to the student's progress or lack thereof. Promotion of a student from one grade to the next shall be based solely on that individual student's having met applicable promotion criteria as described above. However, the final decision to promote a student shall rest solely with the model education leader and principal, with appropriate input from the student's teachers and the professional staff.

EXHIBIT 2: FINANCIAL PLAN

B.1 Budget Summary

The five-year projected budget is included on the following page. Projections are subject to revision at the discretion of the Governing Authority.

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TOTAL REVENUE	120,000	1,229,335	1,781,087	2,671,331	2,637,160	2,700,871	11,019,785
TOTAL EXPENSES	115,259	1,155,786	1,773,556	2,580,716	2,641,117	2,703,416	10,854,591
UNDER / (OVER)	4,741	73,549	7,531	90,616	(3,957)	(2,545)	165,194
Total Enrollment	-	75	150	225	225	225	900
	Start-up						
5 Year Projected Budget	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Totals 17-22
REVENUE							
State Revenue							-
State Foundation	-	638,938	1,305,437	1,999,626	2,041,230	2,082,969	8,068,199
PBA							-
Special Education							-
Parity							-
Food Service	-	31,459	63,861	97,228	98,687	100,167	391,402
Other Revenues - Casino & Levy	-	50,428	96,956	143,483	143,483	143,483	577,833
Total State Revenues	-	720,824	1,466,253	2,240,338	2,283,400	2,326,619	9,037,435
Federal Revenue							
CCIP							
Title I	-	59,376	119,939	181,708	183,525	185,360	729,909
Title I ARRA							-
Title I SI							-
Title II-A (PD)	-	4,576	9,244	14,004	14,144	14,286	56,254
Title II-D (Tech.)							-
Title III (LEP & Immigrant)							-
Title IV (Safe & Drug Free)							-
Title V (Innovative Ed)							-
Title VI (Rural Ed)							-
IDEA-B (Spec. Ed)	-	16,659	33,651	50,981	51,491	52,006	204,789
SFSF							-
PCSP	-	-			-	-	-
Other	-						-
Total Federal Revenues	-	80,611	162,834	246,693	249,160	251,652	990,951
Total Fundraising Revenues (ESP In-Kind Grant)	120,000	427,900	152,000	184,300	104,600	122,600	991,400
TOTAL REVENUE	120,000	1,229,335	1,781,087	2,671,331	2,637,160	2,700,871	11,019,785
	-	-	-	-	-	-	

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5 Year Projected Budget	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Totals 17-22
EXPENSES							
Administrative Personnel Costs <i>FTE's >>></i>	1.00	4.50	5.00	6.50	6.50	6.50	
Executive Management	37,500	77,250	79,568	81,955	84,413	86,946	410,131
Instructional Management							-
Deans, Directors & Coordinators	-	63,161	86,488	155,440	159,637	163,947	628,673
CFO/Director of Finance							-
Operations/Business Manager	30,000	61,440	62,915	64,425	65,971	67,554	322,304
Administrative Staff	-	33,280	34,079	34,897	35,734	36,592	174,581
Other							-
Total Administrative Personnel Costs	67,500	235,131	263,049	336,716	345,755	355,039	1,535,688
Instructional Personnel Costs <i>FTE's >>></i>	-	7.75	13.50	20.50	20.50	20.50	
Teachers - Regular & Title	-	172,032	352,322	541,166	554,154	567,454	2,187,127
Teachers - Special Ed	-	43,008	88,080	180,389	184,718	189,151	685,346
Substitute Teachers	-	-	-	-	-	-	-
Teaching Assistants		34,944	42,939	58,626	60,033	61,474	258,017
Specialty Teachers	-	64,512	88,080	112,743	115,449	118,219	499,003
Aides		-	-	-	-	-	-
Therapists & Counselors		-	-	-	-	-	-
Other - Enrichment, Summer school, Tutors	-	-	-	-	-	-	-
Total Instructional Personnel Costs	-	314,496	571,421	892,924	914,354	936,298	3,629,493
Non-Instructional Personnel Costs <i>FTE's >>></i>	-	0.50	0.50	0.75	0.75	0.75	
Nurse		-	-	-	-	-	-
Librarian		-	-	-	-	-	-
Custodian	-	14,163	14,587	22,537	23,214	23,910	98,411
Security		-	-	-	-	-	-
Other							-
Total Non-Instructional Personnel Costs	-	14,163	14,587	22,537	23,214	23,910	98,411
Subtotal # personnel <i>FTE's >>></i>	1.00	12.75	19.00	27.75	27.75	27.75	
Subtotal Personnel Costs	67,500	563,789	849,057	1,252,177	1,283,323	1,315,247	5,263,593
Payroll Taxes & Benefits							
Employer Payroll Taxes	979	8,175	12,311	18,157	18,608	19,071	76,322
Employee Benefits - Health, Life, Dental, Vision	7,331	58,779	90,592	138,355	147,845	158,031	593,602
Retirement/Pension		-	-	-	-	-	-
STRS/SERS	9,450	78,930	118,868	175,305	179,665	184,135	736,903
Total Payroll Taxes & Benefits	17,759	145,884	221,771	331,817	346,118	361,237	1,406,827
Contracted Services							
Accounting/Audit	-	-	10,900	10,900	10,900	10,900	43,600
Legal	10,000	5,000	5,250	5,513	5,788	6,078	27,628
Treasurer	-						-
Data Reporting	-	9,844	20,672	32,558	34,186	35,895	133,155
Management Company Fee	-	63,894	130,544	199,963	204,123	208,297	806,820
Nurse/Health Services	-	8,907	18,080	27,527	27,940	28,360	110,814
Food Service/School Lunch	-	33,114	67,222	102,346	103,881	105,439	412,002
Payroll	-	-	-	-	-	-	-
Special Education	-	-	-	-	-	-	-
Sponsorship Fee	-	9,584	19,582	29,994	30,618	31,245	121,023
Other - Shared Staff		-	-	-	-	-	-
Total Contracted Services	10,000	130,343	272,250	408,801	417,437	426,213	1,655,043

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5 Year Summary	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Totals 17-22
School Operations							
Board Expenses							-
Classroom/Teaching Supplies & Materials	-	13,322	27,043	41,174	41,791	42,418	165,748
Special Education Supplies & Materials	-						-
Textbooks/Workbooks	-	39,826	9,767	14,824	15,000	15,179	94,597
Supplies & Materials Other for Classrooms	-	-	-	-	-	-	-
Equipment/Furniture for Classrooms	-	15,450	31,827	49,173	50,648	52,167	199,265
Telephone	-	1,301	1,977	2,945	3,004	3,064	12,290
Technology	-	773	1,591	2,459	2,532	2,608	9,963
Student Testing & Assessment	-	-	-	-	-	-	-
Field Trips	-	9,135	18,544	28,233	28,657	29,087	113,656
Transportation	-	-	-	-	-	-	-
Student Services (Other)	-	-	-	-	-	-	-
Office Expenses	5,000	3,150	6,615	10,419	10,940	11,487	42,610
Staff Development	-	4,788	7,242	10,737	10,898	11,061	44,726
Staff Recruitment							-
Student Recruitment/Marketing	5,000	5,202	7,907	11,779	12,015	12,255	49,159
School Meals	-	1,523	3,091	4,706	4,776	4,848	18,943
Travel (Staff)	3,000	3,347	5,237	8,031	8,433	8,854	33,902
Fundraising	-	-	-	-	-	-	-
Other	4,000	28,300	29,200	30,108	30,273	30,447	148,329
Total School Operations	17,000	126,116	150,042	214,586	218,967	223,475	933,186
Facility Operation & Maintenance							-
Insurance	-	9,220	9,220	9,220	9,220	9,220	46,100
Janitorial	-	6,000	10,000	14,000	14,000	14,000	58,000
Building and Land Rent/Lease	-	110,000	165,000	220,000	220,000	220,000	935,000
Repairs & Maintenance	-	34,450	52,360	70,741	71,682	72,637	301,870
Equipment/Furniture	3,000	4,609	5,222	7,090	7,303	7,522	31,747
Security							-
Utilities	-	25,375	38,633	52,284	53,068	53,864	223,225
Total Facility Operation & Maintenance	3,000	189,654	280,436	373,335	375,273	377,243	1,595,942
TOTAL EXPENSES	115,259	1,155,786	1,773,556	2,580,716	2,641,117	2,703,416	10,854,591
UNDER/(OVER)	4,741	73,549	7,531	90,616	(3,957)	(2,545)	165,194

B.2 Financial Management

The Board of Directors of CLAE will review and adopt fiscal 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 semiannual 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

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.

The CLAE board and school leadership are responsible for monitoring the effectiveness of established policies and procedures as well as the adherence by staff to these policies and procedures. Fiscal responsibility and adherence with policies are included in the principal and the operational staff (model operations leader and director of operations) job responsibilities and performance evaluations. The operations staff and principal are familiar with the budgeting process and work closely with the CFO and treasurer to review financials to ensure the yearly budget forecast is on target.

CLAE contracts with BCS to provide numerous back-office services to support the education in the building as detailed in our collaboration agreement. Those responsibilities include accounts-payable processing, payroll processing, monthly forecasting, and budget development. By providing the schools with guidance and best practices, BCS can increase the effectiveness of the network and decrease costs where applicable. In addition, to ensure the financial strength of the school, the model and BCS network and CLAE's leadership team meet annually to go over the five-year forecast and make structural adjustments as necessary. In return for these services, CLAE will pay BCS a management fee. CLAE will contract with Mangen and Associates (a financial-management firm) to provide treasurer services. The advocacy and fundraising arm of the network is Friends of Breakthrough Schools (FOB), with which CLAE contracts. This funder works with CLAE to decrease the existing financial gap between traditional district schools and charter schools.

Additional internal controls CLAE will adopt include the following:

- Access to the Ohio Auditor of State: Annual Community School Training is provided to the school's director of operations and board members.
- Established operational procedures and processes to 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.
- Semimonthly meetings with staff responsible for executing fiscal policies and procedures to address questions and specific needs within the school. Monthly meetings with the governing authority finance chair and BCS CFO to check in with fiscal goals, identify new priorities, and review monthly forecasting.

B.3 Transportation, Food Service, and Other Partnerships

CLAE will work with the local school district(s)' transportation departments to ensure that all students receive services within the policies of the district(s).

Food service

Currently, CLAE's management company BCS contracts with Preferred Meals for food service. Preferred Meals provides breakfast and lunch in full compliance with the National School Lunch Program. Meals are delivered the day prior to service and arrive at the school fully cooked and partially frozen. The schools are equipped with rethermalization ovens to heat the food to the appropriate serving temperature, as well as warming ovens to hold the meals at the appropriate serving temperature between serving periods. Included in the per-meal cost, Preferred Meals also provides staffing to prep, heat, and serve the meals to the students.

Depending on the day, breakfast is served either hot or cold and, as mentioned above, in compliance with the National School Lunch Program. An example of a cold breakfast is cereal, milk, fresh fruit, and graham crackers. An example of a hot breakfast is an egg and cheese breakfast sandwich, fresh fruit, juice, and milk. Lunch is nearly always served hot, with the exception of cold sandwiches provided for field trips. An example of a hot lunch is a hamburger, potato wedges, green beans, applesauce, and milk.

Preferred Meals provides disposable utensils, napkins, and serving trays, plus all condiments.

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Preferred Meals also has an assortment of marketing materials and literature designed to get students excited about healthy eating choices. Another distinguishing feature of Preferred Meals is their “Learn and Serve” serving line. The serving line consists of a series of color-coded bins (purple, green, and red) where the food is placed. Grains go in one bin, veggies in another bin, and so forth, so the students become accustomed to going through the line and selecting components that make for a balanced meal.

BCS’s relationship with Preferred Meals goes back to 2015, when BCS solicited bids through a formal Invitation for Bid process in accordance with Ohio Department of Education regulations. After evaluating all bids received, Preferred Meals was selected, and BCS signed a one-year contract with the option for up to four (4) one-year renewal periods. BCS is currently in the first renewal period (2016–17 school year) and, as of today, intends to renew the contract with Preferred Meals for the 2017–18 school year, at which time the existing contract will be amended to add CLAE. In the event that BCS does not renew the contract with Preferred Meals, they would be required to go out to bid for all of the BCS, which again would incorporate CLAE.

CLAE intends to join the community eligibility program in the 2018–19 school year. This program allows eligible schools to provide free lunches to every student. CAE currently participates in the community eligibility program, and the demographics of the rising students suggests that CLAE will also qualify. CLAE will provide breakfast and lunch to its students free of charge for the first year and will continue this practice if it does not qualify for the community eligibility program.

Health services

BCS partners with Partners for Success and Innovation (PSI) and Cleveland Hearing and Speech (CHSC) for Health Services.

Collectively, PSI and CHSC offer the following services:

- Registered nurse
- Licensed practical nurse
- Medical assistant
- Health aide
- Speech/language pathologist
- Intervention specialist
- TESOL teacher services
- School psychology/psychology
- Occupational therapy
- Health screenings

Under the terms of the current contract, BCS requests the services listed above (as needed) at a set hourly rate.

Other operational services

CLAE will follow in the footsteps of the other Breakthrough schools and join other network-wide contracts and partnerships, including but not limited to janitorial services, copy machines,

HVAC maintenance, insurance, employee health benefits, and office supplies.

Other partnerships central to the school's operation or mission

Breakthrough Charter Schools

CLAE will contract with BCS for management services.

BCS was created in 2010 as the charter-management company for a group of high-performing charter schools in Cleveland. BCS formed with a goal of taking the burden of various business and operational matters (such as accounting, marketing, human resources, and so forth) off of the individual schools, allowing the schools to focus on academic outcomes and school culture.

CLAE will be the thirteenth school to join the BCS network. CLAE will pay a portion of its monthly state foundation payments to BCS in exchange for services specified in the Network Collaboration Agreement. The president of the CLAE Board of Directors has been authorized to negotiate the terms of the Network Collaboration Agreement with BCS. Despite the contractual relationship, both CLAE and BCS very much see themselves as partners and colleagues.

CLAE will also receive philanthropy, fundraising, and advocacy services indirectly from FOB. FOB provides these services to the schools via a memorandum of understanding with BCS.

EL Education

As noted elsewhere in this application, CLAE will be part of the EL Education network of schools. EL Education, formerly known as Expeditionary Learning, is a national network of schools—public district, public charter, independent, and parochial—that aspire to prepare students for their adult life through “an overarching vision of increasing student engagement and elevating and expanding student achievement through driving student educational excellence in three core areas: mastery of knowledge and skills, character, and high-quality work” (EL Education website). There are 152 EL Education schools in thirty states serving over fifty thousand students, with over two million students using the EL Education/EngageNY modules and additional schools using EL Education professional-development coaches and resources.

Facing History and Ourselves

As noted elsewhere in this application, CLAE will be part of Facing History and Ourselves, which is an international organization that addresses social justice through the lens of looking at history through the choices we make as individuals. Facing History has a regional office in Cleveland, and CLAE will be part of the Facing History network of local public, independent, and charter schools that use the Facing History curriculum in an in-depth manner and participate with other Facing History schools in professional development and student initiatives.

B.4 Insurance

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

EXHIBIT 3: GOVERNANCE PLAN

C.1 Governing Body

An engaged, productive, and ethical board is essential for governance and sustainability. CLAE's board is committed to the school's mission and vision, sharing a common belief that CLAE's academic model prepares their middle school scholars to lead in academics and service and for civic engagement in high school, college, and beyond. The Citizens Leadership schools (CLA and CLAE) strive to prepare their students to excel on state tests, but moreover, they strive to provide students with the critical-thinking skills and habits of leadership to advocate for themselves and for others, to examine issues critically, and to think beyond their own individuality and focus on making a difference in their communities: their schools, their neighborhoods, their country, and their global community.

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 such as nonprofit governance, finance, legal, academic, real estate, fundraising, and other specialty experience to ensure breadth of knowledge and experience. The CLAE Board will work closely with the school leader in support of the school's mission and goals, recognizing that the board's role isn't day-to-day management and operations of the school. School leadership values the expertise that the board provides and seeks counsel individually and collectively as needed and through the regularly scheduled board meetings. Being part of the BCS network allows CLAE board members to participate on network-wide committees (for example, marketing, data, and finance) to help advance the goals of the individual schools, models, and network in support of Cleveland's kids. In addition, annually the CLAE board will evaluate the back-office support services provided BCS as a way to ensure that CLAE and all the schools get the best level of service possible.

Regular reporting and meetings compliant with the Ohio "sunshine laws" enable the board to effectively govern the school. Academic, marketing, enrollment, fundraising, operational, and legal matters are brought to each meeting for purposes of information, discussion, and approval as warranted. At each meeting, operating metrics as well as monthly financials are provided as set forth in CLAE's Finance Policies and Procedures as adopted by the board.

The vast majority of the CLAE board members have prior community board experience and are affiliated with another community school board.

The CLAE board will participate in annual training provided by counsel regarding public records, open meetings, as well as changes in legislation impacting charter schools.

C.2 Governing Board Composition

The board roster is included at Exhibit 7.

C.3 Management and Operation

In CLA schools, the principal is responsible for the teaching and learning as well as the school culture. The principal oversees all faculty, which includes teachers, intervention specialists (one per grade), and DCIs (one at the inception of the school and two when it is fully built out with

three grades). In the initial year, the founding principal will serve as the dean, but a dean will be added with the seventh-grade addition in 2018. The principal will also oversee the front-office staff (receptionist/enrollment/attendance clerk), special-education needs at the school level, and the custodial staff (shared with the elementary and/or contracted out). The principal will make all personnel decisions with the guidance of the model education leader (MEL) who oversees the principals at both CLA schools.

During CLAE's first year, the financial management of the school, school operations, facilities needs, and legal compliance will be overseen and managed by the CLA model operations leader (MOL), who will also oversee a director of operations at CLA. During the second year of operations, there will be a director of operations at CLAE, and that person will manage daily operations, payroll, accounts payable, and compliance for CLAE. He or she will also report to the principal and will begin to supervise the front-office staff. The MOL will continue to oversee financial planning and oversee the directors of operations in both schools. Both the MOL and the MEL dual report to the CLA and CLAE board chairs and, respectively, to the COO and CEE of BCS, the charter-management organization.

Curriculum has been developed by the founding CLA and will be provided to CLAE, but the CLAE principal and DCI will have the latitude to adjust the curriculum to accommodate school-specific special projects and the needs and interests of the particular faculty and students within the CLAE community. Assessment data analysis will be conducted by the CLA model director of academic programming and data analysis, and she will coach the principal and DCI on adjustments to maximize student achievement. Some professional development will take place at the school level and will be developed and overseen by the principal and DCI, including the Summer Institute, which will run for five weeks during the founding year.

Breakthrough Support Team

As mentioned in section B3, CLAE will collaborate with BCS for management services. The BCS Support Team provides support in the following areas:

- Finance and accounting
- Marketing and enrollment
- Human capital
- Facilities management
- Network operations support
- Information technology
- Technology enhanced learning
- Data analytics
- Security
- Fundraising and advocacy
- State and federal reporting (*state compliance data will be input by the front-office staff or the intervention specialist and will be overseen by the MOL, the principal, and the BCS state and federal reporting team*)

A Network Collaboration Agreement was drafted earlier this year that spells out the scope and terms of services between CLAE and BCS.

A strong school leadership team, strong model leadership, and collaboration with the BCS support team have CLAE poised for success in management and operations, in addition to excellent academics.

C.3.1 Records

The board has adopted a comprehensive records-retention policy that outlines the appropriate procedures for handling the wide array of documents generated within the school. Each record type is designated a retention period, storage location, and owner. Records are divided into the following categories: board and administrative records, employee records, student records, building records, central-department records, financial records, payroll-related records, reports, and other. The executive director or his/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

CLAE is led by a principal who reports on all school matters to the school board and is coached, mentored, and held accountable by the MEL.

The CLAE principal and MEL will work with BCS human-capital staff members to recruit all staff for the new middle school. The BCS human-capital team recruits through an online presence on the BCS website and outreach to local and national colleges and universities, Teach for America, and postgraduate programs. With support from the BCS human-capital team, the school leaders attend college fairs, post on multiple websites, and host internal job fairs.

Staffing

The CLAE principal will lead a team that includes the following:

- Director of curriculum and instruction (DCI), who works with the principal to develop curriculum and support and coach teachers in ongoing instruction and professional development. CLAE will have both a math and science and humanities DCI when it is fully enrolled.
- Director of operations (DOO), who will oversee all of the daily school operational functions related to facilities management, food service, enrollment, purchasing, vendor management, and so forth. The DOO will report to the principal and MOL.
- Director of data and academic programming (DAP), who is responsible for oversight of the academic programming, with a focus on differentiation, and the goal of bolstering student achievement across the spectrum of learners. The DAP directs the collection, analysis, and dissemination of instructional data; enters data into and extracts data from system-wide databases; and develops reports for use by teachers, administrators, and the board.

In addition to the above leadership team, CLAE's first year will contain four (4) core teachers (math, English, social studies, and science), one (1) special-education teacher, two (2) part-time associate teachers, and two (2) specialty teachers. This staff will support an initial budgeted

enrollment of seventy-five sixth graders.

CLAE's faculty will use a performance-based pay system that augments teacher retention, and it will provide pathways for teachers to grow into leadership roles. Teachers will be evaluated using a modified OTES system from the Ohio Department of Education. CLAE operations staff will be evaluated on goals approved by their supervisor and in coordination with the MOL. Unsatisfactory staff performance will be addressed using a progressive disciplinary system with considerations for immediate termination with cause. Both the progressive disciplinary system and causes for termination are included in the staff handbook.

The administration at CLAE understands that when staff turnover occurs, the culture within the school is weakened and institutional knowledge disappears. In addition to weekly check ins with staff and regular professional development to support the teachers at CLAE, the administration will administer a modified version of Gallup's Q12 employee-engagement survey on a monthly basis to identify areas of concern, proactively address those concerns, and hopefully lower staff attrition.

CLAE will also participate in the Breakthrough Individual Leadership Development (BILD) program. This program identifies staff members across all Breakthrough Schools (including CLAE) who have the ability and drive to step into leadership positions and provides them additional training and professional-development opportunities. When there are openings in the leadership team, CLAE will first look to the BILD program to fill those positions.

As mentioned previously, the CLA MEL and the MOL are dual reports to both BCS and to the CLAE Board of Directors.

As members of the BCS network, CLAE will offer its employees competitive health benefits including medical, dental, vision, short-term disability, long-term disability, and life-insurance coverage. All full-time employees are eligible to enroll for benefits the first day of the month following employment. All benefits are voluntary, and employee cost-sharing occurs via payroll deduction.

C.5 Professional Development

Professional development is highly valued at CLA schools. The school devotes three hours each week to professional development and eleven full days during the school year. This is in addition to the five weeks of Summer Institute for new faculty and the three weeks for returning faculty. Being a part of the EL Education network costs approximately \$1,200 per faculty member.

New faculty begin their career at CLA with an immersion into EL Education through a week-long institute with school leaders and the EL Education school designer. Humanities teachers also take a three-day institute from Facing History and Ourselves during that time. During the remainder of the Summer Institute, conducted by the school's Leadership Team (principal, dean, DCIs, data director, and grade team leaders), the group reviews crew purpose and protocols, school-culture protocols, classroom-management strategies, assessment cycle, and teacher coaching and evaluation.

During the school year, teachers glean professional development through weekly observation and coaching, full-faculty and differentiated professional-development sessions, and participation in professional development at EL Education conferences, institutes, and site seminars, as well as relevant PD in Ohio and elsewhere.

Coaching cycles include submission of lesson plans for feedback, observation of lessons, and debriefing on observations and goal setting for curriculum development and instructional plans. A month of Friday professional-development sessions include one devoted to a school-wide initiative on which the entire faculty and leadership team study and plan, one devoted to vertical planning, and one devoted to logistical planning.

Special-education faculty and specialist faculty (physical education, outdoor leadership, and art) participate in EL Education professional-development institutes and conferences, and they also participate in Ohio Department of Education PD as relevant. The deans and school counselor also participate in EL Education conferences and institutes. The CLA school leaders participate in an EL Education Midwest Region leadership conference. Various factions of and individuals within the faculty and staff participate in collaborative initiatives sponsored by BCS.

CLA's EL Education Work Plan has a professional-development section that assesses the professional-development focus for each year in terms of effectiveness in promoting student academic growth, high-quality work, and school culture.

C.6 Student Recruitment and Enrollment

CLAE will follow our proven strategy of starting with a single grade and adding an additional grade each year until we serve sixth through eighth grades, complementing CAE's existing K–5 grade structure. At full capacity, CLAE will serve 240 students, with eighty students in each grade.

In our first year, we anticipate that forty-five of CAE's fifth graders (85 percent of their current class) will enroll in CLAE. To reach the first-year enrollment goal of eighty students, there will be a need to recruit thirty-five sixth graders from the surrounding area. As CAE expands to full capacity in the 2017–18 school year, this will mean enrolling around sixty-five of their fifth graders going forward.

To meet enrollment goals, CLAE will use an inside-out marketing strategy that builds awareness of an interest in the middle school with three critical audiences: the existing CAE community, the surrounding neighborhoods, and middle school families across the city.

In the School

Both CLA and CAE enjoy significant support from their current families. Last year, 38 percent of CLA's new students heard about the school from a friend or family member. Likewise, at CAE, 42 percent of referrals came from friends and families.

The school will begin building awareness of CLAE bringing a middle school option for CAE families and neighborhoods through signs, banners, and other promotional materials. In addition to developing personal relationships with CAE families and staff, the school will promote each

of CLAE's parent information meetings through flyers home in current students' backpacks, monthly emails to current CAE families, and text messages that will be easily shareable through social media.

In the Neighborhood

In building awareness of and support for CLAE, we will leverage the relationships with community leaders that CAE has built over the past over the past four years, as well as build new relationships. The goal in these meetings is to build awareness for CLAE, determine areas of mutual benefit, and establish a series of engagement activities where the school can connect directly with families.

Another way to effectively connect with families in the CLAE area is through digital ads and social media. CLA and CAE have both built strong followings through their Facebook pages, and the school can connect with those audiences as well as target area families with Facebook ads. The school has found it particularly effective to turn Facebook posts that are generating significant organic interest into ads, called boosted posts.

CAE also hosts an annual Family Fun Day in July. It is an excellent opportunity to reconnect with current families before the new school year and recruit new families. Last year CAE enrolled almost twenty new families at the event.

In addition to more targeted outreach activities, the school will build general awareness of CLAE in the local area through promotional materials. As part of the school's official launch and ahead of each parent information meeting, the school will drop off flyers and small posters at local community organizations, businesses, and the twenty-one area preschools with which school leaders have developed relationships on behalf of CAE. The school will also provide CLAE yard signs to CAE families who enroll, as well as placing them in strategic spots around the community. The school will also use doorhangers as an inexpensive way to advertise to 30,000 households in key parts of the neighborhood. Finally, the school will use billboards to promote the official launch of CLAE and again ahead of the critical summer recruitment season.

Finally, the school will target specific families that have fifth-grade students in low-performing schools in the area. In the past, CLA and CAE have successfully used a combination of direct mail, followed by phone calls (to students who whose numbers they have), and targeted canvassing. This strategy was especially effective in driving enrollment for CAE last year. To help successfully launch CLAE, the school plans to use its mailing list as a set of leads that it tracks through a CRM system. This will allow it to significantly personalize the outreach each family receives and have real-time data on the effectiveness of specific recruitment tactics.

Across the City

Because a third of CLA's current students live outside the neighborhoods surrounding the schools, it will be important to promote CLAE beyond its neighborhood, too. CLAE will be prominently featured as one of Cleveland's new, high-quality middle school options in BCS's integrated-mailing and digital-marketing strategy.

Class, section, and grade-level sizes are to be determined by the school.

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Cleveland Leadership Academy East Projected Enrollment

	2017–18	2018–19	2019–20	2020–21	2021–22
Grade					
6	X	X	X	X	X
7		X	X	X	X
8			X	X	X
Total	Goal is 80	Goal is 160	Goal is 240	Goal is 240	Goal is 240

X indicates grade level offered.

C.7 Community Partnerships

CLAE aims to draw families primarily from the Glenville and nearby communities. BCS's experience in successfully opening eight schools over the past six years has demonstrated that parent and community education is essential to building engagement with the community. Educating families about their quality school options plays a critical role in generating additional parent demand. As the school builds awareness of CLAE, the strong record of academic success and character building at the existing CLA (9711 Lamont Avenue) will serve as a compelling draw for families in the area.

CLAE will work with its partners at BCS, Councilman Jeff Johnson, and the local community-development corporations. The school will leverage BCS's resources with these communities, organizing experts and strong relationships across the Glenville and surrounding neighborhoods to ensure that every family in the area with middle-school-aged children knows that a high-performing public school is coming to their neighborhood. The school will also partner closely with CAE to actively engage the fourth- and fifth-grade families currently enrolled in the colocated school on Woodside Ave.

As an EL Education school, CLAE will be engaged in community activities and community action. Some of the specific plans follow.

Glenville Community Event Participation

The Glenville neighborhood has a strong heritage of community, with events such as the Glenville Neighborhood Festival, Glenville Heritage Run, and Gather in Glenville. CLAE will partner with these and other community initiatives to promote positive and healthy relationships within the neighborhood.

CLAE Hosted Events

CLAE will host several events in which the school plans to have representatives from local businesses and organizations present to its students. Events will include a career showcase, family health awareness, community action days, and community garden and produce sales.

Career Showcase

This is an event where professionals from the local organizations provide insight on their jobs and educational path required for their position. Students will have the opportunity to engage with over fifty individuals representing more than twenty career fields of their choosing.

Family Health Awareness

Students and their families will participate in a month-long series of events promoting the importance of family health. Events will range from panel discussions about community issues to free health screenings for students and their families, as well as the local community.

Community Action Days

Students and their families will be required to participate in one of three events scheduled in each of the school's trimesters. These events are created to bring awareness to issues that school-aged students residing in the Glenville neighborhood are facing, while allowing the students to build their civic-engagement muscles. As a result of these events, the neighborhood will grow stronger, students and their families will grow stronger, and students will learn valuable skills and receive the reward of knowing their work did a great deed for their community.

Community Garden and Produce Sales

Students will take part in the "CLAE Healthy Eats" program. The program will allow students from CLAE to participate in the full spectrum of urban farming, from crop selection to harvest as well as selling their produce at the CLAE Farmers Market. The initiative will provide CLAE students with hands-on real-world work experience while providing healthy food choices for the Glenville Neighborhood.

C.8 Parent Engagement

CLA and CLAE deeply value relationships with parents. CLAE parent engagement will begin prior to the first day of school. Prior to enrolling, each prospective student and family will be provided with a personal tour at the existing CLA location with the founding principal for CLAE or attend an information session with the principal, current students, alumni, and current families. Then, parents and/or guardians will attend a family orientation after enrolling their children and prior to the start of the school year. It is important that the academic and behavioral messages that a child receives are consistent between the school staff and the parents. During orientation, parents will review the expectations and structure of our schools. They will be introduced to the *CLAE Family and Student Handbook* and will have ample time to ask any questions so expectations are clear for all involved. This will minimize potential miscommunications and will help to ensure a culture of high expectations.

CLAE crew leaders will visit each new family during the week before school starts. Home visits have been an anchor at CLA; by visiting in a family's home and getting to know a little more about the family dynamic and culture, teachers are better prepared to support their students and parents and feel more comfortable reaching out to families. It is at the home visit that crew leaders learn whether parents or guardians prefer to be contacted during the day, the evening, or over the weekend; which parents can take calls at work; which parents prefer texts; which parents prefer weekend communication; and so forth.

After the initial contact, parent engagement will be comprised of the typical parent-engagement strategies: teacher and administrative phone calls, progress reports and report cards, and newsletters/robo calls/website updates. Moreover, at CLAE, parents and/or guardians and families will be required to participate in at least one of several annual community-engagement

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initiatives. Below is a summary of the more typical and then the more robust forms of CLAE parent and community involvement.

Family Communication: Parents and/or guardians will be informed of their child's academic and behavioral progress at regular intervals during the year. This frequent contact will come in several forms: teacher phone calls, administration phone calls, student-led conferences, attendance at the two Celebration of Learning programs at the end of each semester, progress reports and report cards, electronic newsletters, and robo calls.

Teacher Phone Calls: Teachers will call parents bimonthly to update them on their students' academic and behavioral progress. Along with the bimonthly scheduled phone calls, teachers will also phone and text parents as issues arise and as positive growth or accomplishments occur. Phone calls will consist of positive reflections of the students' progress, areas of concern and growth, and suggestions shared by both teacher and parent on plans for moving the student forward.

Administration Phone Calls: The founding principal will have regular communication with parents regarding school events, student attendance, student achievement, and behavior. In accordance to the Family and Student Handbook, families will be contacted when a student reaches a milestone within any given category.

Progress Reports and Report Cards: Parents will receive progress reports every two weeks and report cards at the conclusion of each trimester. These reports will contain the students' grades as well as narrative descriptions of areas of strength and challenge. Parents will be required to attend student-led conferences midway through each trimester so families can be part of the support plan to maximize learning during the second half of the trimester. At the student-led conference, each student will present his or her own progress and areas of growth to their parents. The teacher (usually the crew leader) will be a facilitator who can answer any follow-up questions the parents may have.

Parent/Guardian/Family Involvement in Community Events: The Glenville neighborhood has a strong heritage of community, with events such as the Glenville Neighborhood Festival, Glenville Heritage Run, and Gather in Glenville. CLAE will partner with these and other community initiatives to promote positive and healthy relationship within the neighborhood, and we will involve parents and families as appropriate.

In addition, CLAE will host several events in which the school plans to have representatives from local business and organizations. Events will include Family Health Awareness, Community Action Days, and Community Garden and Produce Sales.

Family Health Awareness: Students and their families will participate in a month-long series of events promoting the importance of family health. Events will range from panel discussions about community issues to free health screenings for students and their families, as well as the local community.

Community Action Days: Students and their families will be required to participate in one of

three events scheduled in each of the school's trimesters. These events will be created to bring awareness to issues that school-aged students residing in the Glenville neighborhood are facing, while allowing our students to build their civic-engagement muscles. As a result of these events, the neighborhood will grow stronger, students and their families will grow stronger, and students will learn valuable skills and receive the reward of knowing their work did a great deed for their community.

Community Garden and Produce Sales: Students will take part in the "CLAE Healthy Eats" program. The program will allow students from CLAE to participate in the full spectrum of urban farming, from crop selection to harvest, as well as selling their produce at the CLAE Farmers Market. The initiative will provide CLAE students with hands-on, real-world work experience, while providing healthy food choices for the Glenville Neighborhood.

Working with Parents on Student Support and Problem Solving: The parent-engagement initiatives described above should produce an engaged parent community, but CLAE will also be prepared to address parent concerns. The first touchstone for any concerns parents may have is their child's crew leader, who can touch base with other grade-level teachers. As stated above, crew leaders gather preferences for communication and utilize that knowledge for the bimonthly calls home, and so forth, but parents are also provided contact preferences from teachers so they can call, text, or email as needed. If a parent has a concern about a specific teacher, the principal becomes involved in resolving that issue. If parents disagree about a discipline consequence, for example, a meeting is held to address the issue. *The Student and Family Handbook* has a formal grievance procedure involving the board of directors, as well.

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

C.10 Disposition of Employees

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

C.11 Race to the Top

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

C.12 Benefits

Benefits offered to employees by CLAE may include, but not be limited to, health, dental, and vision coverage. The school will have workers’ 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 (105) consecutive hours of learning opportunities will be automatically withdrawn from the school, in accordance with the school’s withdraw procedures.

EXHIBIT 4: ACADEMIC AND ORGAIZATIONAL ACCOUNTABILITY PLAN

Pursuant to Article III of this Contract, the Academic and Organizational Accountability Plan constitutes the agreed-upon academic, financial, and organizational and governance requirements (“Requirements”) that the GOVERNING AUTHORITY and SPONSOR will use to evaluate the performance of the Community School during the term of this contract. Each of these Requirements may be considered by the SPONSOR to gauge success throughout the term of this contract.

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

Primary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Performance Index (PI) ¹	90% or higher	80%–89%	70%–79%	69% and below
Value Added ²	+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: ³ 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

¹ The PI percentage is calculated as follows: school’s PI score divided by 120 (the highest possible PI score).

² 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.

³ “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.

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		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

Secondary Academic Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Value Added: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
PI: Overall Grade	A	B or above	C or below	D or below in VA and PI = Probation
Value Added: Gifted	A	B or above	C or below	
Value Added: Disabilities	A	B or above	C or below	
Value Added: Lowest 20%	A	B or above	C or below	
Value Added: High School	A	B or above	C or below	
AMOs (Gap Closing)	A	B or above	C or below	
College Admission Test Participation Rate	A	B or above	C or below	
College Admission Test Nonremediation Score	A	B or above	C or below	
Dual-Enrollment Credits	A	B or above	C or below	
Industry Credentials	A	B or above	C or below	
Honors Diplomas Awarded	A	B or above	C or below	
AP Participation Rate	A	B or above	C or below	
AP Score	A	B or above	C or below	
IB Participation Rate	A	B or above	C or below	
IB Score	A	B or above	C or below	
College- and Career-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)				
Financial Measures of Success (Current Year)	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
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 ⁴	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
Financial Measures of Success (Prior Years)	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Multiyear Ratio of Assets to Liabilities ⁵	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

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

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

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		years	years	
Total Margin (TM) and Aggregated Three-Year Total Margin ⁶ (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%
Operations/ Governance Primary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Records Compliance ⁷	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 one or two 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 Determination (most	Meets requirements	Needs assistance	Needs intervention	Needs substantial intervention

⁶ “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.

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

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recent annual) ⁸				
Operations/ Governance Secondary Indicators	Exceeds the Standard	Meets the Standard	Does Not Meet the Standard	Falls Far Below the Standard
Five-Year Forecasts Submitted to ODE by Statutory Deadlines		Yes	No	
Preopening Assurances Documentation		Completed and available 10 days before the first day of school	Not completed 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 Three 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

⁸ The Individuals with Disabilities Education Improvement Act (IDEA) 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 located at

Citizens Leadership Academy East
12523 Woodside Ave. Cleveland, OH 44108
IRN number TBD, to begin operations for the 2017–18 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, 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 corrected and the Letter of Approval has been reissued by the SPONSOR.

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

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

EXHIBIT 6: STATEMENT OF ASSURANCES

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 (10) 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 noncertificated 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:
 - a. Proof of property ownership or a lease for the facilities used by the school;
 - b. A certificate of occupancy;
 - c. 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;
 - d. A satisfactory health and safety inspection;
 - e. A satisfactory fire inspection; and
 - f. A valid food permit, if applicable.
- K. That the sponsor has conducted a pre-opening site visit to the school for the school year

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- 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 requirements of the sponsor; and
 - 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:
 - 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 elopment activities that will be offered to teachers.

EXHIBIT 7: ROSTER OF GOVERNING AUTHORITY

Citizens Leadership Academy East Governing Authority

Name	Role	Term	Address
Kevin Alin	Member	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Amonica Davis	Member	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Lolita Hines	Member	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Art Lundberg	Member	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Reggie Novak	CLAE Board Treasurer	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Yolanda Polk	CLAE Board Secretary	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Phillip Robinso, Jr.	Member	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Daid Stein	Member	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108
Cynthia Tancer	CLAE Board President	To be submitted to Sponsor as set forth in EpiCenter	12523 Woodside Ave. Cleveland, OH 44108

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, Statute⁹ 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 Citizens Leadership Academy East 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.¹⁰

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 or Operator	Last date employed

⁹ ORC 3314.02 (E) (4)

¹⁰ Ohio Ethics Commission Information Sheet #1: Restrictions on Nepotism or Hiring Family Members (March 2006).

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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

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.¹¹

Citizens Leadership Academy East owns all Community School furniture, computers, software, equipment, or other personal property.

School-facilities information must include¹²

- 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 educational use building located at 9711 Lamont Ave. Cleveland, OH 44106. Cuyahoga County tax parcels 11913-052 and 119-14-176, 119-13-053, 119-13-054, 119-13-055, and 119-13-111.
Annual Costs Associated with Leasing the Facility	Information to be made when lease is available.
Annual Mortgage Principal and Interest Payments	N/A
Name of Landlord or Lender and Relationship to Operator	FOB Real Estate, LLC is, a separate legal entity from both the operator and the school.

¹¹ [ORC 3314.032 \(A\) \(3\)](#) and [3314.0210](#)

¹² [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.¹³

- 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.

Citizens Leadership Academy East does not operate using the blended learning model as defined in ORC 3301.079.

¹³ [ORC 3314.03 \(A\) \(29\)](#)