

ENDORSING AND PARTNERING AGREEMENT  
BETWEEN  
CLEVELAND MUNICIPAL SCHOOL DISTRICT  
AND  
HORIZON SCIENCE ACADEMY - CLEVELAND  
July 1, 2023 through June 30, 2026

This agreement is entered into on this 1<sup>st</sup> day of July, 2023, by and between the Cleveland Municipal School District, hereinafter termed the “School District” and the governing authority of Horizon Science Academy - Cleveland, a community school established under Chapter 3314 of the Ohio Revised Code, hereinafter termed the “Community School.”

**Article I. Purpose**

This agreement is entered into pursuant to Section 5705.21 of the Ohio Revised Code, for the purpose of establishing the Community School as a partnering community school that qualifies for a portion of the partnering community schools amount from the tax distribution attributable to Issue 68 received by the School District.

**Article II. Endorsement of School District’s and Community School’s Programs**

The School District hereby endorses the Community School’s programs, and the Community School hereby endorses the School District’s programs.

The Community School agrees to post the statement below on its webpage for the duration of this agreement:

Community School is a proud partner of the Cleveland Metropolitan School District. For more information about partnership, please visit <http://www.clevelandmetroschools.org/Page/6142>.

**Article III. Sharing Data on the School District’s State Report Card**

The School District Board of Education intends to exercise elections to 1) have data regarding the academic performance of students enrolled in the Community School combined with comparable data from the School District schools for the purpose of determining the performance of the District as a whole on the District’s State Report Card for all applicable school years during the term of this agreement, and; 2) have the number of students attending the Community School noted separately on the Cleveland Municipal School District’s State Report Card for all applicable school years during the term of this agreement.

The Community School hereby approves both of the School District’s elections concerning combining and noting data on the School District’s State Report Card for applicable school years during the term of this agreement, pursuant to Section 3302.03(J)(3) of the Ohio Revised Code.

#### **Article IV. Commitments and Quality Assurance**

In order to fulfill its commitment to partnership and ensure quality, the Community School agrees that it shall:

1. Adhere to the State of Ohio Community School standards, rules, and regulations as outlined in law and as verified by the Community School's sponsor;
2. Provide public reporting of its annual budgets, in the audited standard reporting format and as approved by the Community School's governing authority, including the budgeting and spending of partnering community school funds received from the School District;
3. Collaborate with the School District and other community schools, including, at a minimum, by participating as requested at least once each academic year in the Cleveland Education Compact, convenings of Teachers and Leaders to share practice and showcase excellence, or other events and initiatives related to the Cleveland Plan; and
4. Regularly review the School District's recent citywide analysis available here: <https://www.clevelandmetroschools.org/qualityschools>
5. Provide annual reports as to student expulsions and suspensions. This information should be disaggregated by available demographic categories whenever possible.

The Community School acknowledges that the School District may request evidence of the above commitments and quality assurances at any point during the agreement term and will provide any requested information with reasonable promptness.

#### **Article V. Term of Agreement**

The term of this agreement is for a period from July 1, 2023, through June 30, 2026, unless canceled by one or both of the parties at an earlier date.

#### **Article VI. Agreement Renewal**

The School District may offer the Community School a subsequent agreement, for the same purpose of this agreement but covering subsequent term, upon the conclusion of a partnership renewal process. The School District will commence the partnership renewal process toward the latter part of the term of this agreement by issuing a renewal application and inviting the Community School, if it meets CMSD's board approved eligibility criteria, to complete and submit the application.

As of the date of this agreement, the board-approved partnership criteria are as follows:

- The school is located within CMSD boundaries;
- The school has been in operation for at least three complete school years;

- At least 80 percent of the students enrolled in the school are CMSD residents;
- It meets the applicable one of the following academic requirements:
  - a. If it serves grades kindergarten through eight and is not a dropout prevention and recovery school, its average Performance Index score over the most recent three-year period places it in the top third of all district and community schools located within CMSD boundaries;
  - b. If it is a high school and is not a dropout prevention and recovery school, its four-year graduation rate over the most recent three-year period equals or exceeds the national average; or
  - c. If it is a dropout prevention and recovery school, its combined four-, five-, six-, seven-, and eight-year graduation rate over the most recent three-year period equals or exceeds the state average.

In addition, if the school meets the above criteria, the school must provide satisfactory submissions of the following information (excerpted from Sections 4 and 8 of the partnership application):

#### **Section 4 – Demographic Information**

1. Review the number and percentage of the Community School’s enrolled students who are Cleveland residents and the percentages of enrolled students by race, gender, socio-economic status, participation in special education, limited English proficiency/English Language Learner (ELL) status, and homelessness;
2. Compare the demographic information provided above to that of comparison schools identified by the School District that serve similar grade levels, and submit a brief explanation for any disparities and any measures and specific, measurable plans the Community School employs or plans to employ to address those disparities;
3. Provide the following information for any of these specific applicable disparities:
  - **English Language Learners (ELL):** If the percentage of students who are English Language Learners at the school does not meet or exceed the average percentage of English Language Learners at the comparison schools, please provide policies and other evidence demonstrating the school’s commitment to serving English Language Learners. This includes evidence of:
    1. Proactive outreach by the school to recruit, and enroll ELL students, including by addressing the following questions:
      - When performing recruitment and outreach does the school have staff members who are able to relate both culturally and linguistically to ELL families?
      - How does the school convey information within the school year (in English and/or the native language of ELL parents)?
      - Is the school involved with community partners that serve ELL parents and families?
    2. The ability of the school to provide services to meet the needs of

ELL students, including by addressing the following questions:

- Does the school have policies noting that it will serve ELL students?
  - Does the school have a research-based plan and/or program for serving ELL students?
  - How does the school assess students for ELL status? Does it have an assessment? Does it follow federal guidelines for assessing students?
  - How does the school determine the specialized instruction needed for ELL students?
  - Does the school have staff members and curricular materials to serve ELL students?
  - Does the school assess the overall academic and English proficiency progress of ELL students?
  - Does the school evaluate the success of its ELL program? How?
- **Special Education:** If the percentage of students at the school who participate in special education services (as reported by the state of Ohio) does not meet or exceed the [current national average \(15%\)](#), please answer the following questions and provide evidence as needed:
    1. What percentage of children with disabilities at the school have low-incidence disabilities (autism, multiple disabilities, traumatic brain injury, deaf-blindness, deafness/hearing impairment, visual impairment)?
    2. What is the attrition rate for children with disabilities at the school, and why are these children leaving?
    3. How does the school ensure that a continuum of services is offered for children with disabilities?
    4. Describe how the school's recruitment, application, and enrollment processes are expressly welcoming to children with disabilities and blind as to whether or not prospective students have disabilities.
    5. Please provide any additional policies, communications, and evidence of practices that show the school's commitment to serving children with disabilities.

### **Section 8 – Commitment to the Cleveland Plan**

Commitment to the Cleveland Plan is about equity of opportunity for all students. This means that all schools help meet the Cleveland Plan's goal of ensuring every child in Cleveland attends a quality school and that every neighborhood has a multitude of great schools from which families can choose.

**Part 1:** Please submit a narrative of no more than 1,200 words that addresses:

- The Community School's vision for how partnership advances the Cleveland Plan, including the Community School's governing authority's understanding of, and commitment to, the Cleveland Plan;
- How well the Community School's governing authority knows the community or

neighborhood in which the Community School is located, how the Community School engages that community in an authentic way, what this engagement looks like, and how the Community School evaluates the engagement's effectiveness;

- How the Community School ensures that it is open to all students and families, regardless of ability, socioeconomic status, or other factors;
- Where the Community School's application and enrollment policies are found on its website, how fees for materials and supplies may be solicited but are not required, and how parent volunteer commitments may be encouraged but are not required; and
- The Community School's discipline policies, including how expulsion and suspension practices may affect different demographic groups.

**Part 2:** Please submit three samples of recent marketing materials used by the school, as well as the URL to the school's website, and write a brief narrative about how the school promotes and markets itself to Cleveland families, including evidence that the school's marketing is positive in nature and does not speak negatively about or undermine other schools.

The School District's approval of the renewal application and its offer of a subsequent agreement shall be based in part on the Community School's compliance with the terms of this agreement; its use of partnering community school funds under this agreement; its academic, financial, and organizational performance and legal compliance; and its furtherance of the goals of Cleveland's Plan for Transforming Schools.

#### **Article VII. Governing Law**

This agreement shall be governed and interpreted according to the laws of the State of Ohio.

#### **Article VIII. Assignment**

Neither this agreement nor any rights, duties, or obligations described herein shall be assigned by any party hereto without prior written consent of the School District and the Community School.

#### **Article IX. Changes or Modifications**

This agreement constitutes the entire agreement among the parties, and any changes or modifications of this agreement shall be made and agreed to in writing.

#### **Article X. Cancellation of Agreement**

The School District reserves the right to cancel this agreement upon written notice to the Community School.

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In Witness hereof, the parties have freely and voluntarily set their hands:

Cleveland Municipal School District:

\_\_\_\_\_  
Eric S. Gordon, Chief Executive Officer

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Anne E. Bingham, Board of Education Chair

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Kevin Stockdale, Chief Financial Officer

\_\_\_\_\_  
DATE

Horizon Science Academy - Cleveland:

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

Its:

\_\_\_\_\_  
Authorized Party pursuant to Governing Authority

Resolution dated \_\_\_\_\_