

COMMUNITY SCHOOL CONTRACT
for
Foxfire High School
A CONVERSION COMMUNITY SCHOOL

Pursuant to the provisions of Chapter 3 314 of the Ohio Revised Code, this contract is effective the 1st day of July, 2023, by and between the Maysville School District Board of Education (hereinafter the "SPONSOR"), and the governing authority of the Foxfire High School (hereinafter the "SCHOOL").

The governing authority of the SCHOOL shall be the Foxfire High School Board of Directors ("Board of Directors"), which shall consist of five community members recommended by the Executive Director/Superintendent. All governing authority members should live and/or work in the Zanesville-Muskingum County Community. The Board of Directors shall also welcome, as non-voting members, representatives of the parents and students served by the SCHOOL.

The names and addresses of the voting members of the Board of Directors are as follows:

Mr. John Alice
4530 Freda Lane, Roseville, Ohio 43777

Mrs. Keely Warden
767 Orchard Hill Road, Zanesville, OH 43701

Mrs. Caribeth Legats
3415 Bowers Lane, Zanesville, OH 43701

Mr. Robert McClelland
1100 Hickory Creek Drive, Zanesville, OH 43701

Mr. Dave Lewellen
1130 Hideaway Lane, Zanesville, OH 43701

Article I. Purpose

This Contract is established pursuant to Chapter 3314 of the Ohio Revised Code and specifically Section 3314.03 of the Ohio Revised Code for the purpose of establishing the SCHOOL as a conversion-type community school utilizing a portion of the facilities previously utilized by the SPONSOR. The SCHOOL shall be a public school, legally separate from any school district, and part of the state education program. Pursuant to Ohio Revised Code Section 3314.01, the SCHOOL may sue and be sued, acquire facilities as needed; and contract for services necessary

for the operation of the school. The SCHOOL may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Ohio Revised Code Chapter 3314, other statutes applicable to community schools and the terms of this Contract as set forth below.

Article II. Term

This Contract shall be binding upon execution by both parties. The Term of this Contract shall be five years commencing on July 1, 2023 through June 30, 2028 as set forth in the educational plan in Exhibit 1, which exhibit is attached and incorporated by reference herein.

The SPONSOR may, at its sole option, expedite the expiration of this Contract for any reason or no reason by giving written notice of the same to the SCHOOL by October 31 of the year preceding the expiration of this Contract, in which event this Contract shall expire on June 30th of the following year. The SCHOOL agrees not to contest in any forum the exercise of the SPONSOR's option under this paragraph. The SCHOOL further agrees that the exercise of such option shall not be considered, nor shall it give rise to any rights on the part of the SCHOOL that would be associated with a "termination" of this Contract as such term is used in this Contract or in Section 3314.07 or any other section of the Ohio Revised Code. Instead, if the SPONSOR exercises its right under this paragraph, the Parties agree that the expiration of this Contract will occur by mutual agreement.

Article III. Responsibilities of the SCHOOL

The SCHOOL shall be established as a non-profit corporation pursuant to Chapter 1702 of the Ohio Revised Code.

The SCHOOL shall be a conversion school as defined in Chapter 3314 of the Ohio Revised Code. The SCHOOL shall be located at 2805 Pinkerton Road, Zanesville, Ohio 43701.

Students may receive instruction through electronic and non-electronic means in their homes, in the physical facilities of the SPONSOR and the SCHOOL, or elsewhere.

The SCHOOL shall purchase liability insurance or otherwise provide for the potential liability of the SCHOOL.

The SCHOOL shall provide learning opportunities to a minimum of twenty-five students for a minimum of nine hundred twenty hours per school year.

The 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.

The SCHOOL shall comply with divisions (A), (B), and (C) of sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 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 Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.

No person shall serve on the SCHOOL Board of Directors or operate the SCHOOL so long as the person owes the State of Ohio any money or is in a dispute over whether the person owes the State any money concerning the operation of a community school that has closed.

The SCHOOL shall comply with Chapter 102 of the Ohio Revised Code and Section 2921.42 of the Ohio Revised Code, except as otherwise permitted by law. No part of the earnings of the SCHOOL shall incur to the benefit of, or be distributable to, the SCHOOL's directors, officers, or other private persons, except that the SCHOOL may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the SCHOOL'S purposes, and further excepted that no member of the SCHOOL Board of Directors shall have an interest in a contract into which the SCHOOL Board of Directors enters that is a contract with a for-profit firm for the operation or management of the SCHOOL.

The SCHOOL shall request the superintendent of the Bureau of Criminal Identification and Investigation (BCII) to conduct a criminal records check with respect to any applicant who has applied to the SCHOOL for employment in any position as a person responsible for the care, custody, or control of a child pursuant to Section 3319.39 of the Ohio Revised Code. The SCHOOL shall not permanently hire a person for any position responsible for the care, custody, or control of a child until it receives a favorable criminal records check for that person from the Bureau of Criminal Identification and Investigation (BCII).

The SCHOOL will describe the learning opportunities that will be offered to students including both classroom-based and non-classroom-based learning opportunities, in compliance with criteria for student participation established by the Department of Education under R.C. 3314.08 (L)(2).

Upon request of the SPONSOR, the SCHOOL shall provide proof of liability insurance,

Bureau of Criminal Identification and Investigation (BCII) records check of all staff and valid teaching certification/licensure of staff. Proof of teacher certification shall be satisfied by the SCHOOL providing to the SPONSOR any temporary, interim or permanent teaching certificates/licenses issued by the Ohio Department of Education.

A. Educational Program

The SCHOOL shall operate in substantial compliance with Exhibit 1 ("Educational Plan"), which exhibit is attached hereto and incorporated by reference herein, including provisions concerning the SCHOOL's mission, educational philosophy, the ages and grades of students, the characteristics of the students the SCHOOL is expected to attract, the SCHOOL's calendar, the academic goals and the method of measurement that will be used to determine progress toward those goals, graduation requirements, and the focus of the curriculum.

To the extent applicable, the SCHOOL shall comply with sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except that the requirement in sections 3313.61, 3313.611 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 SCHOOL rather than the curriculum specified in Title 33 of the Ohio Revised Code or any rules of the State Board of Education.

The SCHOOL shall comply with the methods for achieving racial and ethnic balance reflective of the community it serves as set forth in the Educational Plan. The SCHOOL shall provide notices to students, parents, employees and the general public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the SCHOOL shall provide the non-discrimination notice in newsletters, annual reports, administrative reports, program information, handbooks, application forms and promotional materials.

The SCHOOL shall adopt a policy permitting the enrollment of students who reside in any other district in the state. The SCHOOL additionally shall adopt admission procedures that comply with Section 3314.06 and 3313.061 of the Ohio Revised Code.

The SCHOOL shall comply with the dismissal procedures set forth in the Educational Plan. The SCHOOL shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student without a legitimate excuse fails to participate in seventy-two of the learning opportunities offered to the student.

The SCHOOL Board of Directors may contract with the governing authority of another community school, the board of education of a school district, the governing board of an

educational service center, a county MR/DD board, or the administrative authority of a nonpublic school for the provision of services to a disabled student enrolled at the SCHOOL.

The SCHOOL agrees that its Student Code of Conduct will reflect that a student's violations of the Student Code of Conduct promulgated by SPONSOR may serve as a basis for disciplinary action pursuant to SCHOOL's Student Code of Conduct.

B. Financial Plan

The SCHOOL shall operate in compliance with Exhibit 2 ("Financial Plan"), which exhibit is attached hereto and incorporated by reference herein, which establishes an estimated school budget for each year of the period of this Contract and a total estimated per pupil expenditure amount for each such year.

The SCHOOL shall maintain the financial records of the SCHOOL in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, and audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The SCHOOL shall comply with the policies and procedures regarding internal financial controls of the SCHOOL and shall comply with the requirements and procedures for financial audits by the Auditor of the State, as set forth in the Financial Plan.

The SCHOOL shall allow the SPONSOR to monitor the SCHOOL's operations periodically at the request of the SPONSOR; provided, however, that the frequency and scope of such monitoring does not unreasonably interfere with or interrupt the operations of the SCHOOL.

Payments from the SCHOOL to the SPONSOR. The Sponsor may charge the School any fees for monitoring, oversight, and technical assistance not to exceed three percent (3 %) of state revenue. The SPONSOR shall rely on data when making decisions regarding resource allocation related to sponsoring.

C. Governance and Administrative Plan

The SCHOOL shall comply with the procedures by which members of the SCHOOL's Board of Directors shall be determined in the future as set forth in Exhibit 3 ("**Governance and Administrative Plan**"), which exhibit is attached hereto and incorporated by reference herein.

The SCHOOL shall secure the services of an Executive Director who shall be the chief operating officer of the SCHOOL and the Principal as described in the **Governance and Administrative Plan**.

The SPONSOR will employ an administrator whose duties include acting as the Liaison to the SCHOOL in all matters relating to the school. The primary responsibilities of the Liaison will be to attend SCHOOL Board of Directors meetings; report to the SPONSOR's Board of Education on matters relating to the SCHOOL; review, to the extent permitted by law, all matters relating to employment at the SCHOOL; review, to the extent permitted by law, financial expenditures; regularly meet with the SCHOOL's Treasurer and Executive Director to keep abreast of finances and act as the intermediary in relation to concerns by either the SCHOOL or SPONSOR. The primary focus of the Liaison's responsibility lies in representing the interests of the SPONSOR.

The administration and management of the SCHOOL shall be substantially as set forth in the **Governance and Administrative Plan** and in the **Educational Plan**.

The SCHOOL shall take reasonable steps to ensure that classroom teachers are certified/ licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code, except that non certified/licensed persons may teach up to twelve hours per week pursuant to Section 3319.301 of the Ohio Revised Code.

The SCHOOL shall comply with the provisions regarding health care and other benefits to be provided to SCHOOL employees as set forth in the **Governance and Administrative Plan**.

In the event this Contract is terminated or not renewed, the SCHOOL shall comply with the requirements and procedures regarding the disposition of employees of the SCHOOL as set forth in the **Governance and Administrative Plan**.

The SCHOOL agrees that the employment of teachers and nonteaching personnel by the SCHOOL generally shall be as provided in Section 3314.10 of the Ohio Revised Code. Pursuant to that section, employment by the SCHOOL shall be subject to Chapter 3307 and Chapter 3309 of the Ohio Revised Code, and the SCHOOL shall carry out all of the duties of an employer, except to the extent specified otherwise in Section 3314.10 of the Ohio Revised Code or agreements or practices permitted by law.

The SCHOOL shall comply with the procedures for resolving disputes or difference of opinion between it and the SPONSOR as set forth in the **Governance and Administrative Plan**.

The SCHOOL shall annually report to SPONSOR the names, addresses, and phone numbers of the SCHOOL's Directors and officers and the meeting schedule of the SCHOOL's Board of Directors.

The school will open for operation not later than the thirtieth day of September each school year.

D. Assessment and Accountability Plan

The SCHOOL agrees to assess student achievement relative to academic goals using the methods of measurement identified in the Exhibit 4 ("Assessment and Accountability Plan"), which exhibit is attached hereto and incorporated by reference herein.

The SCHOOL shall submit an annual report of its activities and progress in meeting academic goals as contained in the Educational Plan and the performance standards as contained in the Assessment and Accountability Plan to the SPONSOR, the parents of all students enrolled in the school, and the legislative office of education oversight within four months after the end of each school year. The SCHOOL shall collect and provide any data that the legislative office of education oversight requests in furtherance of any study or research that the general assembly requires the office to conduct.

Article IV. Responsibilities of the SPONSOR

Pursuant to section 3314.01 I(A) of the Ohio Revised Code, the SCHOOL shall employ or engage SPONSOR's treasurer, via contract with the SCHOOL's Board of Directors, to serve as the SCHOOL's fiscal officer.

The SPONSOR shall evaluate the performance of the SCHOOL according to the standards set forth in the Assessment and Accountability Plan.

The duties of the SPONSOR shall be in accordance with any written agreement entered into with the Department of Education under R.C. 3314.01S(B), and shall include the following:

1. Monitor the SCHOOL'S compliance with all laws applicable to the school and with the terms of the contract;
2. Monitor, evaluate and report the SCHOOL's compliance with laws, rules and terms of the contract by:
 - Conducting a minimum of 2 comprehensive site visits annually to the school while classes are in session and;
 - Make written replies of all information obtained during the site visit;
 - Provide written reports of site visits to the Department of Education upon request.
3. Provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and terms of the contract;

4. Take steps to intervene in the SCHOOL'S operation to correct problems in the SCHOOL'S overall performance, declare the school to be on probationary status pursuant to R.C. 3314.073 (as then in effect), suspend the operation of the school pursuant to R.C. 3314.072 (as then in effect), or terminate the contract of the school pursuant to R.C. 3314.07 (as then in effect), as determined necessary by SPONSOR;
5. Have in place a plan of action to be undertaken in the event SCHOOL experiences financial difficulties or closes prior to the end of a school year.

The SPONSOR agrees to recognize and credit towards fulfillment of SPONSOR's curriculum requirement for a diploma, a student's completion of the curriculum adopted by the Board of Directors of the SCHOOL rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education.

The SPONSOR agrees that its Student Code of Conduct will reflect that a student's violations of the Student Code of Conduct promulgated by SCHOOL may serve as a basis for disciplinary action pursuant to SPONSOR's Student Code of Conduct.

The SPONSOR agrees to provide the administrative services necessary for effective operation of the SCHOOL.

Annually, the SPONSOR shall provide written assurance to the Office of Community Schools that:

1. The SPONSOR is capable of providing access to resources to monitor and provide technical assistance to the SCHOOL and is located within 50 miles of the SCHOOL.
2. A representative of the SPONSOR who is knowledgeable in school finance reviews the financial records of the school at least every two months and prepares written reports which would be available to the Office of Community Schools upon request.
3. The SPONSOR will notify the Office of Community Schools within 24 hours of the SCHOOL's failure to comply with state or federal laws, rules or contract requirements as well as any financial difficulties if these difficulties may result in the SPONSOR placing the SCHOOL on probation, suspending the operation of the SCHOOL or terminating the contract.

Payments from the SPONSOR to the SCHOOL Pursuant to section 3314.08(G) of the Ohio Revised Code, the SPONSOR shall utilize local funds to make enhancement grants to the SCHOOL that fully fund any costs of special education or related services provided by the

SCHOOL pursuant to an IEP that are not funded by the Ohio Department of Education pursuant to section 3314.08 of the Ohio Revised Code. Alternatively, the SPONSOR may choose to provide such unfunded special education or related services without cost to the SCHOOL, so long as the provision of these services by the SPONSOR is in accordance with all applicable law.

The SPONSOR agrees to comply with the requirements and procedures regarding the disposition of employees of the SCHOOL in the event this Contract is terminated or not renewed as set forth in the **Governance and Administrative Plan**.

The SPONSOR agrees to comply with the procedures for resolving disputes or difference of opinion between it and the SCHOOL, as set forth in the **Governance and Administrative Plan**.

The SPONSOR Board of Education shall negotiate with the SCHOOL Board of Directors should the SCHOOL Board of Directors seek to enter into contracts for the provision of services to a disabled student under the provisions of R.C. 3314.023 as then existing in the same manner as it would with the board of education of a school district that seeks to contract for such services.

A representative of SPONSOR, appointed by SPONSOR, shall receive notice of, and have the right to attend all meetings of the Board of Directors. The SPONSOR's representative shall be permitted to attend all executive sessions at the Board of Directors' discretion, which will not be unreasonably withheld. The SPONSOR representative shall not be a member of the Board or have voting rights with respect to the Board.

Article V. Joint Responsibilities

The SPONSOR and the SCHOOL recognize the authority of the State Department of Education to take over sponsorship of the SCHOOL in accordance with R.C. 3314.01S(C) as then in effect.

The SPONSOR and the SCHOOL recognize the authority of the SPONSOR to assume the operation of the SCHOOL under the conditions specified in R.C. 3314.073(B) as then in effect.

The SPONSOR and the SCHOOL recognize (a) the authority of public health and safety officials to inspect the facilities of the SCHOOL and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations; and (b) the authority of the State Department of Education as the community school oversight body to suspend the operation of the SCHOOL under R.C. 3314.072 as then in effect if the Department has evidence of conditions or violations of law at the SCHOOL that pose an imminent danger to the health and safety of the school's students and employees and the sponsor refuses to take such action.

**Article VI. Compliance with the Americans with Disabilities Act
and Section 504 of the Rehabilitation Act of 1973
and the Reauthorized Individuals with Disability Education Act of 1997**

The SCHOOL 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 SCHOOL, or subject such qualified individual to discrimination by the SCHOOL.

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

The SCHOOL shall comply with all the provisions set forth in the Reauthorized Individuals with Disability Education Act of 1997, (IDEA) PL 105-17.

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 SCHOOL 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 VII. Site Visits

The SCHOOL agrees to permit the SPONSOR to conduct a preliminary site visit prior to the first day of school and at all times thereafter as determined necessary by the SPONSOR, provided, however, that such visits are not of the frequency or scope as to unreasonably interrupt or interfere with the operations of the SCHOOL.

Article VIII. Governing Law/Miscellaneous

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

The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including rules promulgated by the Ohio Department of Education.

The SCHOOL shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age or disability in employment.

The SCHOOL shall comply with all provisions of Ohio Revised Code Section 3314.06.

This Contract creates no third-party beneficiaries.

Article IX Assignment

Neither this Contract nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent of the SPONSOR and the SCHOOL. However, at its option, the SCHOOL may subcontract any of its duties or obligations hereunder.

Article X. Changes or Modifications

This Contract constitutes the entire agreement among the parties and any changes or modifications of this Contract shall be made and agreed to in writing. However, should any part of this Contract be held by a court to be in violation of law, then this Contract should be deemed modified to be consistent with law.

Article XI. Suspension

If at any time the SPONSOR determines that conditions at the SCHOOL do not comply with health and safety standard established by law for school buildings, the SPONSOR shall immediately suspend the operation of the SCHOOL pursuant to procedures set forth in section 3314.072(D) of the Ohio Revised Code.

Additionally, the SPONSOR may suspend the SCHOOL's operations for any of the following reasons, except that the SPONSOR must first comply with the procedures and timelines set forth in section 3314.072(C) of the Ohio Revised Code concerning notice and an opportunity for remediation, and the SPONSOR must then additionally comply with the procedures and timelines set forth in section 3314.072(D) of the Ohio Revised Code:

1. The SCHOOL's failure to meet student performance requirements stated in this Contract;
2. The SCHOOL's failure to meet generally accepted standards of fiscal management;
3. The SCHOOL's violation of any provisions of this Contract or applicable state or federal law;
4. The SCHOOL fails to be financially sound and/or the SCHOOL's financial status adversely impacts the SPONSOR's finances: or

5. Other good causes.

Upon receipt of a notice of suspension pursuant to section 3314.072(D)(1) of the Ohio Revised Code, the governing authority of the SCHOOL shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore, and the SCHOOL shall cease all school operations on the next business day. The governing authority shall not operate the SCHOOL while the suspension is in effect. Any such suspension shall remain in effect until the SPONSOR notifies the governing authority that it is no longer in effect. This Contract, if suspended also may be subject to termination or nonrenewal as provided hereunder.

The SPONSOR will notify the Office of Community Schools within 24 hours of the SCHOOL's failure to comply with state or federal laws, rules or contract requirements as well as any financial difficulties if these difficulties may result in the SPONSOR placing the SCHOOL on probation, suspending the operation of the SCHOOL or terminating the contract.

Article XII. Termination; Renewal

Upon the expiration of this CONTRACT, the SPONSOR may, with the approval of the SCHOOL'S Board of Directors, renew this CONTRACT for a period of time determined by the SPONSOR, but not ending earlier than the end of any school year, if the SPONSOR finds that the SCHOOL'S compliance with applicable laws and terms of the CONTRACT and the SCHOOL'S progress in meeting the academic goals prescribed in the CONTRACT have been satisfactory. Any such renewed CONTRACT remains subject to the provisions of R.C. 3314.07, 3314.072, and 3314.073.

The parties may enter into a successor contract unless this Contract is terminated or not renewed by the SPONSOR pursuant to section 3314.07 of the Ohio Revised Code for any of the following reasons:

1. The SCHOOL's failure to meet student performance requirements stated in this Contract;
2. The SCHOOL's failure to meet generally accepted standards of fiscal management;
3. The SCHOOL's violation of any provisions of this Contract or applicable state or federal law;
4. The SCHOOL fails to be financial sound and/or the SCHOOL's financial status adversely impact the SPONSOR's finances: or

5. Other good causes.

Provided this Contract has not been terminated or non-renewed by the SPONSOR and provided that the SCHOOL desires renewal, the SCHOOL may apply for renewal of this Contract by submitting such request in writing to SPONSOR by September 30th of the year preceding the expiration of this Contract. Upon application for renewal, the SPONSOR shall conduct a high-stakes review of the SCHOOL, and the SCHOOL shall comply with all reasonable requests by SPONSOR for information and data in order to complete a high-stakes review of the SCHOOL. If the SCHOOL does not apply for renewal within the specified period, the Contract will not be renewed.

The SCHOOL acknowledges and agrees that, as provided by Section 3314.35(D) of the Ohio Revised Code, SPONSOR may nonrenew this Successor Contract for any reason. In the event that this contract is terminated or nonrenewed by the SPONSOR as provided herein or as otherwise permitted by law, the SCHOOL agrees not to contest such termination or nonrenewal in any forum, and the SCHOOL further agrees that the exercise of such option shall not be considered, nor shall it give rise to any rights on the part of the SCHOOL associated with, a "termination" or "nonrenewal" as such term is used in connection with community school sponsorship contracts in section 3314.07 or any other Section of the Ohio Revised Code, whose rights are hereby expressly waived by the SCHOOL.

SPONSOR

COMMUNITY SCHOOL

ON BEHALF OF THE MAYSVILLE
SCHOOL DISTRICT BOARD OF
EDUCATION

ON BEHALF OF THE FOXFIRE
HIGH SCHOOL

By: Robert Wilson

By: John Alice

Name: Mr. Robert Wilson

Name: Mr. John Alice

Title: President, Board of Education

Title: President, Board of Directors

Date: 4/28/2023

Date: 4/28/23

EXHIBIT 1:
Comprehensive Plan
for
FOXFIRE HIGH SCHOOL

The School submits the following as its Comprehensive Plan pursuant to requirements of R.C. 3314.03(B).

EXHIBIT 1(A):
Educational Plan

For the
FOXFIRE HIGH SCHOOL
A CONVERSION COMMUNITY SCHOOL

Brief Overview

Foxfire High School is a non-traditional public conversion community school designed for home-schooled students who have experienced consistent lack of success in traditional school settings as demonstrated through multiple methods of data collection, including but not limited to grades, attendance, lack of credit completion and non-traditional students grade 9 through grade 12. The program provides an open, non-discriminatory environment where students are encouraged to work at their own pace while staff helps to overcome barriers that have hindered past academic success. Foxfire will operate the HOME TEAM comprised of members from many local agencies that can offer assistance and programming to students and their families. Parenting students will participate in a parenting education program that will be integrated into their academic curriculum. Students 9-12 participate in a work-study component and must work an average of fifteen hours per week and/or are expected to earn at least 1.0 credits work study per academic year. Foxfire High School is especially appealing to students because hours range from 8:00am-3:00pm, which make it possible for students to successfully juggle school and work.

Mission

The mission for the SCHOOL is as follows:

The Mission of Foxfire High School is to impact the lives of our students in a positive, direct, and productive manner by teaching them the core values of working together, work ethic, accountability, discipline and servant-hood. The ultimate goal is to empower our students to reach their maximum potential academically, socially and emotionally while assisting them in becoming solid, productive citizens. Success is a by-product of embracing these core values.

Vision

The vision for the SCHOOL is as follows:

The goal of Foxfire High School is to create a diverse, flexible atmosphere that meets each of our students' needs academically, socially and emotionally. This Vision will create a variety of options for learning and multiple opportunities for students to demonstrate success.

Educational Philosophy and Beliefs

Educational Philosophy: Foxfire High School is based upon the 10 Common Principles of the Coalition of Essential Schools and the Search Institute's 40 Developmental Assets. Students are expected to master a limited number of essential skills and areas of knowledge. Teaching and learning is personalized. Teachers are coaches and teach students to learn how to learn so that ultimately, students teach themselves. The tone of the school stresses trust and decency. The staff works to help students increase their developmental assets so that they are better equipped to become healthy and contributing members of the community.

Beliefs: Each of these beliefs is essential to the continued success of the Foxfire program.

- Learning is a lifelong journey
- God is our creator
- Respect is essential for a quality life
- Everyone is unique
- Everyone has basic needs
- Everyone learns
- All people have value

Type of School

The SCHOOL has been created as a conversion community school by converting a portion of the SPONSOR's premises to a community school pursuant to Section 3314.03 of the Ohio Revised Code. The SCHOOL will be an alternative learning center for students grade 4 and beyond who have been consistently unsuccessful in a traditional high school setting as permitted under the Ohio Revised Code 3314.06. Certain other educational, co-curricular, and extracurricular activities may also be provided in cooperation with the SPONSOR. Because the SCHOOL is not expected to displace any existing program of SPONSOR's, no alternative arrangements are required for current public school students who choose not to attend the school or for teachers who choose not to teach in the school after conversion.

Attendance Area

Students attending the SCHOOL may reside within any school district in the State.

Characteristics of Students (Profile)

Need: Research shows that there are currently large numbers of home-schooled students at all grade levels. Secondly, there are large numbers of students who are not attending school for various reasons. Many of these students will drop out as soon as they are permitted. In addition, Muskingum County has significant numbers of students who have dropped out of school but wish to earn a diploma. Finally, there are large numbers who do not function well in the traditional classroom environment. The SCHOOL will provide an important alternative for these students.

Why the SCHOOL: Foxfire staff identifies issues and barriers to the learning process and then develops new ways to overcome them and searches out partnerships with other organizations to meet these needs. People who have not seen education as beneficial in the past are given a second chance by enrolling in our program. Career and social skills are built into the curriculum. These skills will provide students with the basics needed to continue lifelong learning and achieve their personal goals. As a result, the children of Foxfire students will benefit from seeing the academic success their parents have achieved. Since its creation in 2000, over 1,000 students have graduated from Foxfire. None of these students would have obtained a diploma without this program.

Five-year Enrollment Projections:

GRADE/AGE	2023-24	2024-25	2025-26	2026-27	2027-28
Grade 9 (14 yrs.)	75	75	75	75	75
Grade 10 (15 yrs.)	75	75	75	75	75
Grade 11 (16 yrs.)	75	75	75	75	75
Grade (17-22)	75	75	75	75	75
Total Yearly ADM	300	300	300	300	300

Although these projections are realistic, total enrollment will not exceed 350 at any given time.

These enrollment projections are based on a combination of conversations with participating school district principals, current enrollment.

Non-discrimination: As required, the admission policies of the SCHOOL will not discriminate on the basis of race, creed, color, handicapping condition, gender, intellectual abilities, achievement or aptitude, or athletic ability.

Racial and Ethnic Balance: The SCHOOL will publicize and market the SCHOOL to all segments of the community in an effort to achieve a racial and ethnic balance that is reflective of the SPONSOR's schools, taken as a whole.

Focus of the Curriculum

Curriculum and Instruction: To the extent permitted by law and this Agreement, the SCHOOL's curriculum and instruction may be deliverable online. The curriculum and instruction will be aligned to state standards. Objectives will be written so they can be assessed. The goal is to identify individual current academic achievement and move forward from that point. The curriculum will provide the necessary basic and applied skills appropriate to that particular discipline. Besides the strong focus on connecting the work to real world situations, there will be a focus on student learning styles. The curriculum development process will be ongoing, and leaders experienced in delivering instruction will provide ongoing training to SCHOOL teachers.

Students will be participating in the State's achievement testing program; therefore, the core curriculum will follow state standards in each academic area. In addition, students who do not have a valid driver's license upon entering the program or who have had their driver's license revoked for some reason will be eligible to complete a driver's education course or a remedial driving course (except where prohibited by legitimate reason). Also, parenting students will be eligible to participate in parenting education courses. All Foxfire students will participate in some form of work study, service learning and/or career based intervention program so that they gain the necessary employability skills to allow them to be successful after graduation.

Exit Goals

All students will participate in all levels of state mandated achievement testing. Students will complete all academic requirements as per this contract. Seniors will also complete a Senior Seminar Capstone Project that helps students prepare for their post-secondary lives. The goal for Foxfire Schools is to have all Foxfire graduates enrolled, enlisted, or employed upon graduation.

Graduates should:

- Have the requisite academic skills;
- Be trained in skills necessary to become lifelong learners;
- Have a thorough knowledge of computer skills and the processes that allow for their real-life application;
- Have demonstrated high ethical standards in the submission of work;
- Have demonstrated work-readiness skills including a strong work ethic, punctuality and timeliness, excellent attendance, and reliability.

Assessment System

The strong link between Foxfire High School and the surrounding community will be beneficial to every aspect of student progress. Comprehensive targeted summative assessment academic student goals will be focused on improvement in reading and math on state assessments when students have attended FHS for nine consecutive months.

Foxfire High School's components will be measured for fidelity and rigor: how they are meeting community partnerships, program, processes, and student growth measures. The SPONSOR will provide regular feedback to the SCHOOL while conducting site visits to ensure accountability.

Formative student progress data will be monitored on a bi-weekly basis during TBT and BLT meetings. Assessments and summative state results will be analyzed during the DLT meetings and through an annual needs assessment. All enrichment activities in art and recreation will be evaluated through formal student written evaluations, anecdotal conversations, and attendance. An annual progress report, program evaluation data, and aggregated student data will be presented to the Governing Board by a school administrator during the August meeting, and will be made available to the public. All data will be analyzed to initiate, focus, and realign programs and strategies as indicated, driving future programming.

Accurate assessment is critical to determine whether learning is occurring. The SCHOOL will use traditional assessment tools and portfolios to determine achievement levels of individual students, independent of conventional grade-level designations. The goal is to advance each individual student to higher levels of performance in each subject area. State achievement tests will be administered, and off-year assessment may be conducted through use of other

standardized tests. While these standardized tests provide valuable information, the accurate testing, intervention, and modification of instruction by the Foxfire staff is critical to the success of the students.

Graduation Requirements

Foxfire will offer pathways to graduation based on the criteria and pathways set forth by the Ohio Department of Education. The new Ohio High School graduation requirements offer students more flexibility to choose a path that builds on the student's strengths and passion, ensuring that they are prepared for their next steps and excited about the future.

Students must earn a minimum of 20 credits in specified subjects and take required assessments. Students may decide how to round out their diploma requirements.

Path One: Traditional Diploma

The following course work must also be completed:

English	4 units
Math	4 units
Science	3 units (1 biological, 1 physical)
Social Studies	3 units with ½ unit of U.S. History and ½ unit of U.S. Government
Physical Ed	½ unit
Health	½ unit
Electives*	5 units
Economics	½ unit
Fine Arts	1 unit

*must include 1 unit in Work Study, 1 unit in Senior Seminar Capstone Project, and ½ unit in Financial Literacy.

Path Two: Industry Credential and Workforce Readiness

Earn a minimum of 12 points approved, industry credential composite of credentials in a single career field with the required Ohio Means Jobs Readiness Seal.

Path Three: College and Career Readiness Assessment

Earn remediation-free scores in math and ELA on either the ACT or SAT. The remediation-free scores are set by the Ohio Department of Higher Education. For all high school juniors, the remediation-free scores set by Feb. 1 of their junior year will be used to meet their graduation requirement. Updated score information is available on the ODE website.

OR

Demonstrate Competency-Earn a passing score on Ohio's Algebra I and English II tests. Students failing to meet the minimum score required will be offered additional support and must retake the assessment at least once.

OPTION 1-Demonstrate two career-focused activities: proficient scores on the WEBXams (12-point industry credential); pre-apprentice or acceptance into an approved apprenticeship program; work-based learning earning the required score on Workkeys; earn the OHIO Means Jobs readiness seal.

OPTION 2 - Enlist in the military and show evidence of a signed contract to enter a branch of the US armed services upon graduation.

OPTION 3 - Complete college coursework, earning credit for one college level math and/or English through CCP.

Show readiness by earning two of the following diploma seals (at least one Ohio designed): Ohio Means Jobs Readiness Seal; Industry-recognized credential seal; college ready seal; military enlistment seal; citizenship seal; science seal; honors seal; seal of bi-literacy; technology seal; community service seal; fine and performing arts seal; student engagement seal.

Special Needs and Support

As per Ohio Law, special needs children will be admitted without discrimination. Furthermore, an experienced special education supervisor will coordinate and oversee appropriate instructional services. Certified/licensed special education teachers will instruct special education identified students. Student-teacher ratios will be maintained at appropriate levels established by the Ohio Revised Code, federal special education rules, and sound educational practices. The program will allow students to become immersed not only in activities on the computer but also in the applied

activities tied to the local community. A gifted education supervisor will oversee the gifted program. Also, a licensed school psychologist will provide necessary testing and evaluation services for special needs students including gifted.

Policies and procedures for the education of children with disabilities which comply with ORC Chapter 3323 and PL 105-17 Individuals with Disabilities Education Act (IDEA) will be adopted and implemented. The school will operate in accordance with these procedures for the duration of the contract.

Calendar and Schedule

The SCHOOL will offer a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314.03 (A)(1)(a).

The SCHOOL will conduct its programs Mondays through Fridays 8:00am-3:00 pm in designated areas within, at 2805 Pinkerton Rd, Zanesville, Ohio, 43701, approximately from July 1- June 8. During the regular school year, the SCHOOL will generally close on days that the SPONSOR is closed. The hours, days, and location may change. During the year, teachers will post specific conference times with their students and may use home visits, telecommunication, and other communication tools to meet students' needs.

The date on which students will commence curricular activities shall be determined by the SCHOOL.

Admission Policy; Teacher to Student Ratios

The SCHOOL will enroll students grade 9 (age 14) and beyond. The SCHOOL will be open to students who reside in any school district in Ohio. In grades 9 - 12, there will be no more than approximately 35 students to one teacher. All teachers will be certified/licensed. In instances where temporarily certified/licensed teachers are used, those individuals must work toward appropriate certification in order to continue teaching at the SCHOOL.

Application Process: Admission to the SCHOOL will be in accordance with the procedures delineated in Ohio Revised Code section 3314.06.

Students will be required to complete an application. This application contains all required fields including immunization shots necessary for enrollment into a public school.

The SCHOOL will review each application. Should documentation be missing, the parent will be notified of said missing items. The application will not be considered complete until all required documentation is submitted and on file.

Fees: There is no tuition required for full-time attendance for any student.

The SCHOOL will determine fees based upon the approval of the Board of Directors. These fees will be assessed for such items as workbooks and necessary materials; in some instances items will be course-specific.

Students who have outstanding fees which need to be paid to their previous school will be responsible to pay those fees prior to receiving a diploma. The SCHOOL has an agreement with participating school districts to provide all student records with the understanding that prior to graduation, the student will either pay previous fees in full or serve an equivalent amount of community service to the original school district, SCHOOL or SPONSOR.

Enrollment Process: The number of students accepted for enrollment by the SCHOOL shall not exceed the capacity of the SCHOOL's programs, classes, grade levels, or facilities. The SCHOOL shall annually establish a deadline for applications and publicize it through the SCHOOL's website, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the school, students shall be admitted by lot, except that preference shall be given, first, to applicants who attended the SCHOOL in the preceding year, and, second, to applicants who have siblings that attended the SCHOOL in the preceding year. Parents will be notified of acceptance via U.S. mail and/or e-mail if available within two weeks of the application deadline. Applicants whose applications are received after the deadline, including midterm applicants, shall be admitted so long as their admission does not cause the SCHOOL to exceed the capacity of its programs, classes, grade levels, or facilities.

Records Transfer: For children residing outside SPONSOR'S district, once the child is accepted as a student of the SCHOOL, the parent will be asked to notify the home school district of the transfer. Furthermore, the Principal will send formal notification to the home school district notifying them of the enrollment and request for records.

Student Discipline

Student Roles and Responsibilities

Students will be expected to adhere to behaviors and policies appropriate to a well-functioning democratic society, and must adhere to the conduct restrictions in the SCHOOL and SPONSOR Student Code of Conduct. Each student will have a Student Handbook that outlines and defines the rules and regulations for student behavior. It also defines the rights and responsibilities of the students, the parents, the staff, and the school. Students and custodial parents will be required to acknowledge that they have read the Handbook and are aware of its content. Questions regarding the content will be addressed by the SCHOOL's administrative staff.

Dismissal Policies/Procedures

Dismissal policies for the SCHOOL will comply with Ohio Revised Code 3313.66, 3313.661, and 3313.662 to the extent necessary to protect the student's right of due process, the rights of parents, to outline suspension and expulsion processes and rationale for their use, and define notification procedures of the home school district. These policies and procedures will be delineated in the Student Handbook.

EXHIBIT 1(B):
Financial Plan
for the
FOXFIRE HIGH SCHOOL
A CONVERSION COMMUNITY SCHOOL

This financial complies with section 3314.03(A)(15) of the Ohio Revised Code, which requires an estimated school budget for each year of this Contract and a total estimated per pupil expenditure amount for each such year. In accordance with these requirements, this plan must specify each year the base formula amount that will be used for purposes of funding calculations under section 3314.08 of the Ohio Revised Code. This base formula amount for any year shall not exceed the formula amount defined under section 3317.02 of the Ohio Revised Code. The plan may also specify for any year a percentage figure to be used for reducing the per pupil amount of the subsidy calculated pursuant to section 3317.029 of the Ohio Revised Code the school is to receive that year under section 314.08 of the Ohio Revised Code.

School Budget

Regular Review of School Budget: Regular review of the budget is critical. The SCHOOL will follow operating procedures recommended by the State Auditor. At all regular meetings of the Board of Directors of the SCHOOL, financial statements will be presented, discussed, and reviewed. The Board of Directors will move to accept or reject the report. Regular audits will occur by the State Auditor. SCHOOL financial records will conform to generally accepted accounting principles as required by the State Auditor. All allowable revenues and expenses will conform to appropriate guidelines in accordance with Financial Accounting Standards No. 117, "Financial Statements of Not-for-Profits Organizations A representative of the SPONSOR who is knowledgeable in school finance reviews the financial records of the school at least every two months and prepares written reports which would be available to the Office of Community Schools upon request.

In the Event of Financial Difficulty or School Closure

In the event that the SCHOOL experiences financial difficulties that threaten the continued operation of the SCHOOL, the SCHOOL and SPONSOR shall seek collaborative strategies for remedy. If parties are unable to agree on strategies, or strategies fail to alleviate problems within 90 days, the SPONSOR may intervene in the SCHOOL operations and require the SCHOOL to reduce expenses and/or increase revenue through actions that may include, but not limited to, the following: joint operation and staffing of SCHOOL by SCHOOL and SPONSOR on temporary or long-term basis; limitation on enrollment expansion; modification of SCHOOL's mission; changes in ages or grade levels served by the SCHOOL; changes in focus of curriculum or range

of educational offerings; and assignment of students for a portion or all of the school day to classes operated by the SPONSOR, among other actions. At its discretion and as permitted by law, the SPONSOR may grant or loan funds and other resources to the SCHOOL. Other resources within the community and elsewhere shall also be sought and an educational foundation may be established. If the financial difficulties are not resolved to the satisfaction of both parties, through collaborative methods or otherwise, or if the SCHOOL anticipates closure or actually closes prior to the end of the school year for any reason, the SPONSOR shall assist in the transition of students and staff to other schools as available. The parties shall cooperate to ease the transition of, and minimize the adverse effects upon, the students and employees of the SCHOOL.

EXHIBIT 1(C):
Governance and Administrative Plan
for the
FOXFIRE HIGH SCHOOL
A CONVERSION COMMUNITY SCHOOL

Not-for-Profit Corporation

As required by Section 3314.03 of the Ohio Revised Code, the Foxfire High School ("SCHOOL") is organized as a nonprofit corporation established under Chapter 1702 of the Ohio Revised Code.

Governing Body

The governing authority of the SCHOOL shall be the Foxfire High School Board of Directors ("Board of Directors"), which shall consist of five community members recommended by the Executive Director. All governing authority members should live and/or work in the Zanesville Muskingum County Community. The Board of Directors shall also welcome, as non-voting members, representatives of the parents and students served by the SCHOOL.

The Board of Directors shall be responsible for:

- helping create, approve, and monitor the school's annual budget
- developing policies to guide the operation of the school
- securing funding for the school
- maintaining a commitment to the vision, mission, and belief statements of Foxfire High School and the children it serves.

The Board of Directors shall be the final governing authority of the SCHOOL.

Conflicts of Interest: The Board of Directors and the SCHOOL's officials shall comply with the Ohio Ethics Law (Chapter 102 of the Ohio Revised Code and Sections 2921.42 and .43 of the Ohio Revised Code) except as otherwise permitted by law. No part of the earnings of the SCHOOL shall inure to the benefit of, or be distributable to the SCHOOL's members, trustees, officers, or other private persons except that the SCHOOL may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the SCHOOL's purposes.

Fiscal Officer: Pursuant to section 3314.01 l(A) of the Ohio Revised Code, the SCHOOL shall employ or engage SPONSOR's treasurer, via contract with the SCHOOL's Board of Directors, to serve as the SCHOOL's fiscal officer.

School Management: The SCHOOL shall secure the services of an Executive Director/Superintendent, who shall be the chief operating officer of the SCHOOL, and administrators, with primary responsibility for day-to-day operations of the SCHOOL. The Executive Director/Superintendent shall oversee and coordinate the daily operation and management of the SCHOOL and shall be responsible to the Board of Directors. The SPONSOR shall identify an administrator whose duties will include serving as the SPONSOR's liaison to the SCHOOL. The primary responsibilities of the Liaison will be to attend SCHOOL Board of Directors meetings; report to the SPONSOR's Board of Education on matters relating to the SCHOOL; review all matters relating to employment at the SCHOOL; review financial expenditures; regularly meet with the SCHOOL's Treasurer and Executive Director/Superintendent to keep abreast of finances and act as the intermediary in relation to concerns by either the SCHOOL or SPONSOR. The primary focus of the Liaison's responsibility lies in representing the interests of the SPONSOR.

The Executive Director/Superintendent shall also serve as a liaison between the SCHOOL and its contractors. Qualifications must be adequate as judged by the Board of Directors.

Employees

Instructional Staff: Provide instruction and interpersonal relationships to students. The number of positions will be dependent upon the number of students enrolled as related to the established student-teacher ratios defined in this document. Qualifications include a minimum of education or related fields and appropriate certification and or licensures; experience in education, excellent management and interpersonal skills, a vision for what a non-traditional alternative school can become, strong character and ethical standards, commitment to continuous improvement concepts, a comprehensive knowledge of Federal and State special education laws and rules, and excellent communication skills on staff to staff, staff to student, staff to parent, and staff to community partner.

Human Resources Management and Employee Health and Other Benefits: SCHOOL employees will receive a benefit package as determined by the SCHOOL governing board.

Disposition of Employees If Contract Not Renewed: In the event the SPONSOR elects, pursuant to Section of 3314.07 of the Ohio Revised Code, to non-renew or terminate the Contract for any of the reasons set forth therein, and the SCHOOL is unable or unwilling to continue operations with another sponsor, the SCHOOL shall have no further contractual obligation to employees,

except as may be otherwise provided in the individual contract of employment. Nothing in this paragraph shall be construed as creating or increasing the expectancy of continued employment by the SCHOOL or the SPONSOR.

Resolution of Disputes Between the SCHOOL and the SPONSOR

In order to comply with the legal requirements for this Community School Contract, the following is adopted as a dispute resolution mechanism:

If, through the informal processes of discussion and negotiation, officials of the SCHOOL and the SPONSOR are unable to resolve differences arising from the operation of the SCHOOL or the interpretation of the Contract, either party may request the services of a mediator appointed by the Federal Mediation and Conciliation Service (FMCS) in accordance with its regular procedures. If, sixty (60) days after the mediation process is commenced, the parties are still unable to reach agreement, each shall then be left to whatever legal remedies may exist under law. Any fees required by the FMCS shall be borne by the parties equally; otherwise, each party shall bear its own costs. If the parties, after the failure of the mediation process described above, do not mutually agree to proceed to binding arbitration, each shall then be left to whatever legal remedies may exist under law.

EXHIBIT 2:
Assessment and Accountability Plan
for the
FOXFIRE HIGH SCHOOL
A CONVERSION COMMUNITY SCHOOL

The SCHOOL shall assess student achievement, and the success of the SCHOOL's performance shall be evaluated, according to the academic and other goals and methods of measurement described below, among others, giving due consideration to the academic achievement of students at the time they enter the SCHOOL and circumstances extrinsic to the SCHOOL that may affect the performance of the students while enrolled. The goals and methods of measurement may be augmented or modified from time to time by the SCHOOL subject to the approval of the SPONSOR.

Academic Assessment and Accountability

Assessment System

Accurate assessment is critical to determine whether learning is occurring. Consequently, built into the SCHOOL is a comprehensive plan that uses traditional assessment tools and portfolios to determine achievement levels of individual students, independent of conventional grade-level designations. The goal is to advance each individual student to higher levels of performance in each subject area. State achievement tests will be administered, and off-year assessment may be conducted through use of other standardized tests. While these standardized tests provide valuable information, the accurate testing, intervention, and modification of instruction by the teachers is critical to the success of the students. The Executive Director/Superintendent will monitor the instructional process so that appropriate modifications occur.

Participation in Testing and Assessments

All students will participate in all levels of state mandated achievement testing. Students will complete all academic requirements as per this contract. Seniors will also complete a Senior Capstone Project that helps students prepare for their post-secondary lives.

Academic Goals and Accountability

The SCHOOL and the SPONSOR recognize that state law requires this SUCCESSOR CONTRACT to include performance standards, including but not limited to all applicable report card measures and the academic goals to be achieved and the method of measurement that will be used to determine progress toward these goals, which shall include the statewide achievement

assessments. Accordingly, the PARTIES agree to the following Primary Measures and Secondary Measures.

Each academic measure/indicator is an annual metric. For purposes of renewal, the SCHOOL will meet minimum academic expectations for renewal if it Achieves Standards in Primary Measures. The SCHOOL Achieves Standards in Primary Measures if:

- (1) for each Primary Indicator, the SCHOOL "meets standards" or "exceeds standards" for all academic years in the Term, or
- (2) for each Primary Indicator, the SCHOOL "meets standards" or "exceeds standards" for each Indicator for the two most recent academic years in the Term.

The Parties recognize and agree that the SCHOOL's inability to Achieve Standards in a Primary Measures do not prohibit renewal. If the SCHOOL does not Achieve Standards, the SPONSOR may grant renewal provided the SCHOOL implements a Corrective Action Plan agreed to by the PARTIES.

Secondary Measures are considered for renewal. If the SCHOOL does not "meet" or "exceed" standards for each Secondary indicator for a majority of the years in the Term, the SPONSOR may condition Renewal on the SCHOOL implementing a Corrective Action Plan.

PRIMARY MEASURES				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Graduation Rate (Combined)	40% and above	12-39.39%	2.5-11.9%	2.49% and below
Graduation Rate (4 year)	36% and above	8.0-35.9%	2.5-7.9%	2.49% and below
Graduation Rate (5 year)	40% and above	12-39.9%	2.5-11.9%	2.49% and below
Graduation Rate (6 year)	40% and above	12-39.9%	2.5-11.9%	2.49% and below
Graduation Rate (7 year)	40% and above	12-39.9%	2.5-11.9%	2.49% and below
Graduation Rate (8 year)	40% and above	12-39.9%	2.5-11.9%	2.49% and below
Graduation Rate (Combined) vs. Similar Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)
Graduation Rate (Combined) vs. All Ohio Dropout Recovery Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)

SECONDARY MEASURES				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Achievement (High School Test Passage Rate)	50% and higher	32.49.9%	25-31.9%	24.9% and below
Gap Closing (Annual Measurable Objectives)	Exceeds standards on state report card	Meets standards on state report card	Does not meet standards on state report card	N/A
Progress	Exceeds standards on state report card	Meets standards on state report card	Does not meet standards on state report card	N/A
Overall Rating	Exceeds standards on state report card	Meets standards on state report card	Does not meet standards on state report card	N/A
Graduation Rate (4 year) vs. Similar Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)
Graduation Rate (5 year) vs. Similar Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)
Graduation Rate (6 year) vs. Similar Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)

Graduation Rate (7 year) vs. Similar Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)
Graduation Rate (8 year) vs. Similar Schools	Ranked in the top 40th percentile in graduation rate	Rank in the top 40.1th-60th percentile in graduation rate	Rank in the top 60.1th-80th percentile in graduation rate	Rank in the bottom 20th percentile in graduation rate (80th-100th percentile)
Student Attendance	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower
Student Attendance (Economically Disadvantaged)	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower
Student Attendance (Female)	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower
Student Attendance (Memale)	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower

Secondary Measures - Mission Specific

The following student measures are additional academic and nonacademic indicators of student performance based on the SCHOOL's mission.

The School will administer an annual survey to students that ask the following questions. In responding to the questions, the student should have the options: strongly agree, agree, neither agree nor disagree, disagree, strongly disagree, and not applicable.

Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Mission Specific: Students develop good work habits such as being responsible, on time, and disciplined.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Mission Specific: Students develop values of hard work, honesty, and tolerance of others.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Mission Specific: Students use technology to find, organize, and present information.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Mission Specific: Students establish both personal and career goals.	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.
Satisfaction: "Would you recommend Foxfire High School?"	More than 50% of students "agree" or "strongly agree" with this statement.	45-50% of students "agree" or "strongly agree" with this statement.	40-44.9% of students "agree" or "strongly agree" with this statement.	Less than 40% of students "agree" or "strongly agree" with this statement.

Exit Goals

The SCHOOL expects its students to be competent in basic skills, to be able to apply them to real life situations, to be intelligent decision makers, and ultimately, to be contributing members of society.

To enhance students' readiness for the working world and for contributing to a democratic society, the SCHOOL has established the following Exit Goals for SCHOOL graduates:

Graduates should:

- Have the requisite academic skills;
- Be trained in skills necessary to become lifelong learners;
- Have a thorough knowledge of computer skills and the processes that allow for their real-life application;
- Have demonstrated high ethical standards in the submission of work;
- Have demonstrated work-readiness skills including a strong work ethic, punctuality and timeliness, excellent attendance, and reliability.

In order to graduate, students must have completed a minimum of 20 units of instruction and have shown competency of the Ohio State ELA II and Algebra I Assessments unless excused through an IEP. Students are also required to take the ACT and participate in STAR testing.

Graduation Requirements: In order to graduate, students must have satisfied the applicable requirements for graduation under law.

Fiscal Performance

Auditor reports, cash flow statements, enrollment and other relevant reports shall be made available for review.

Unless the Indicator states otherwise, each indicator is an annual metric/target.

Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Cash Flow (Annual Metric)	Cash flow is positive for the two most recent years.	Cash flow is positive for at least one of the two most recent years.	Cash flow is not positive for at least one of the two most recent years.	Cash flow is negative for the last three consecutive years.
Ratio of Assets of Liabilities (Annual Metric)	Ratio is greater than or equal to 1.1 for at least the two most recent years.	Ratio is between 1.0 and 1.1 for at least the most recent years.	Ratio is below 1.0 for either (A) the most recent year or (B) the two most recent years out of three years.	Ratio is .9 or less (A) for the most recent year or (B) 2 of the 3 most recent years.
Enrollment: Predicted vs. Actual Enrollment (Annual Metric)	Enrollment is within 90% of budgeted enrollment.	Enrollment is within 80-89.9% of budgeted enrollment.	Enrollment is within 75-79.9% of budgeted enrollment.	Enrollment is less than 75% of budgeted enrollment.
Results of Audits by the Auditor of State (Annual Metric)	No findings for recovery, noncompliance citations, questioned costs, or material weaknesses.	Audit contains a finding for recovery, noncompliance citations, questioned costs, or material weaknesses but the School resolved the issue timely.	Audit contains multiple findings for recovery, noncompliance citations, questioned costs, or material weaknesses.	Audit contains multiple findings for recovery, noncompliance citations, questioned costs, or material weaknesses for consecutive years.

Operational Performance

Unless the Indicator states otherwise, each indicator is an annual metric.

Operational Performance				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
<p>During the Contract's term, has the School materially complied with the educational program described in the Contract? (Over the Term)</p>	<p>The School has complied with the material terms in the educational program.</p>	<p>The School has not complied with the material terms in the educational program, but has remedied deficiencies in a timely manner.</p>	<p>The School has not complied with the material terms in the educational program, has made efforts to remedy deficiencies, but remedies are not timely.</p>	<p>The School has failed to implement the educational program described in the Contract and has not made efforts to remedy deficiencies.</p>
<p>Did the School protect students pursuant to Ohio law? (Annual Metric)</p>	<p>The school materially complies with all applicable laws and the Sponsor Contract regarding: - Policies and practices related to admissions, lottery, and orientation -Policies and practices related to discipline of students -Accommodations for students requiring special education -Conferences with parents/students.</p>	<p>The school materially complies with all applicable laws and the Sponsor Contract regarding: - Policies and practices related to admissions, lottery, and orientation. -Policies and practices related to discipline of students -Accommodations for students requiring special education -Conferences with parents / students, but has remedied deficiencies in a timely manner.</p>	<p>The school materially complies with all applicable laws and the Sponsor Contract regarding: - Policies and practices related to admissions, lottery, and orientation. -Policies and practices related to discipline of students -Accommodations for students requiring special education -Conferences with parents / students and the School has made efforts to remedy deficiencies, but remedies are not timely and/or effective.</p>	<p>The school materially complies with all applicable laws and the Sponsor Contract regarding: - Policies and practices related to admissions, lottery, and orientation. -Policies and practices related to discipline of students -Accommodations for students requiring special education -Conferences with parents / students and the School has not made efforts to remedy deficiencies.</p>

Governance Performance

Unless the Indicator states otherwise, each indicator is an annual metric.

Governance Performance				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
During the Contract's term, did the Governing Authority understand and complete its duties? (Over the Term)	N/A.	Governing Authority meetings complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.	Governing Authority meetings met two of the three: complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.	Governing Authority meetings met one or met none of the following: complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.
Number of meetings held, where quorum is met. (Annual Metric)	6 meetings	5 meetings	4 meetings	3 meetings
Each year, did the Governing Authority participate in training required by law and/or Contract? (Annual Metric)	The School's Governing Authority participated in training required by law and in additional development and/or other training sessions.	The School's Governing Authority participated in training required by law.	The School's Governing Authority did not participate in training by law for the most recent year, but did participate in training in the prior year.	The School's Governing Authority did not participate in training required by law for the two most recent years.

EXHIBIT 3:
High Stakes Review
for the
FOXFIRE HIGH SCHOOL
A CONVERSION COMMUNITY SCHOOL

This High Stakes Review is part of the Contract Renewal process and is to take place prior to the contract renewal. The High Stakes Review is a rigorous evaluation of the School's performance over the entire term in five areas: Academic Performance, Finance, School Operations, and Governance.

The High Stakes Review contains five parts. Part I-Parts IV correspond with measures and standards identified in the Exhibit 2, Assessment and Accountability. Part V contains additional questions regarding the SCHOOL's Governance. As the questions are not included as Assessments, measures and standards are included.

For Part I, the High Stakes Review asks "Did the School Achieve Standards"? This is based on how the term "achieve Standards" is defined in Exhibit 2.

For Part II, the high Stakes Review asks the Reviewer to identify Overall Performance. Overall Performance is met if the SCHOOL "meets standards" or "exceeds standards" for a majority of the academic years in the Term, or if the SCHOOL "meets standards" or "exceeds standards" for the specific Indicator for the two most recent academic years in the Term.

For Parts III, IV, and V, the High Stakes Review asks the Reviewer to identify Overall Performance. Overall Performance is met if the school "meets standards" or "exceeds standards" for all academic years in the Term, or if the SCHOOL "meets standards" or "exceeds standards" for the specific Indicator for the two most recent academic years in the Term.

Part I: Primary Performance Measures

1. Annual Graduation Rate

PRIMARY MEASURERS (Graduation Rate)						
Years	Graduation Rate (Combined)	Graduation Rate (4 year)	Graduation Rate (5 year)	Graduation Rate (6 year)	Graduation Rate (7 year)	Graduation Rate (8 year)
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

2. Graduation Rate Comparison

PRIMARY MEASURERS (Combined Graduation Rate Comparison)						
Years	Foxfire High School		Similar Schools		All Dropout Recovery Schools	
	Rate	Performance Standard	%-ile	Performance Standard	%-ile	Performance Standard
2023-2024						
2024-2025						
2025-2026						
2026-2027						
2027-2028						

Part II: Secondary Student Performance Measures

1. Achievement (High School Passage Rate)

SECONDARY MEASURERS (Achievement: HS Test Passage Rate)		
Years	% Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
Overall Performance		

2. Cap Closing (Annual Measurable Objectives)

SECONDARY MEASURERS (Gap Closing: Annual Measurable Objectives)		
Years	% Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
Overall Performance		

3. Progress

SECONDARY MEASURERS (Progress)		
Years	Growth	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
Overall Performance		

4. Overall School Performance

SECONDARY MEASURERS (Overall School Rating)		
Years	Overall Rating	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
Overall Performance		

5. Graduation Rate vs. Similar Schools

Years	Graduation Rate (4 year)	Graduation Rate (5 year)	Graduation Rate (6 year)	Graduation Rate (7 year)	Graduation Rate (8 year)
2023-2024					
2024-2025					
2025-2026					
2026-2027					
2027-2028					
Overall Performance					

6. Attendance Rate

SECONDARY MEASURERS (Student Attendance)				
Years	Overall %	ED %	Male %	Female %
2023-2024				
2024-2025				
2025-2026				
2026-2027				
2027-2028				
Overall Performance				

7. Mission Specific - Student Survey Feedback

SECONDARY MEASURERS (Mission Specific)				
Years	Students develop good work habits such as being responsible, on time, and disciplined.	Students develop values of hard work, honesty, and tolerance of others.	Students use technology to find, organize, and present information.	Students establish both personal and career goals.
2023-2024				
2024-2025				
2025-2026				
2026-2027				
2027-2028				
Overall Performance				

8. Satisfaction: Student Survey Feedback - “Would you recommend Foxfire High School?”

Year	Percent	Performance Feedback
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		

Part III: Fiscal Performance/Financial Viability

1. Cash Flow

Year	Performance Standard	Description/Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		

2. Ratio of Assets to Liabilities

Year	Performance Standard	Description/Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		

3. Enrollment Predicted vs. Actual Enrollment

Year	Performance Standard	Description/Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		

4. Result of Audits by Auditor of State

Year	Performance Standard	Description/Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		

Part IV: Operational Performance

1. Material Compliance

Year	Performance Standard	Description/Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		

2. Did the School Protect Student Pursuant to Ohio Law

Year	Performance Standard	Description/Notes
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
OVERALL PERFORMANCE		