

Community School Contract

For

Zanesville Community High School

A Conversion Community School: Dropout Prevention & Credit Recovery

Pursuant to the provisions of Chapter 3314.03 of the Ohio Revised Code, this Contract is entered into on the **21st day of June, 2017**, by and between the Zanesville City School District Board of Education (hereinafter the "SPONSOR"), and the governing authority of the Zanesville Community High School (hereinafter the "SCHOOL"). This 5-year contract will cover the following school years: 2017-18; 2018-19; 2019-20; 2020-21; and 2021-22.

The governing authority of the SCHOOL shall be the Zanesville Community High School Governing Authority (hereinafter the "GOVERNING AUTHORITY"), which shall have, as voting members, the following community members:

- Allen Bennett, Detention Superintendent, Juvenile Detention Center (Chairperson)
- Aaron Bounds, Pastor Anchor Church, Zanesville, Ohio. (Vice-Chairperson)
- James Parry, Juvenile Detention Center Probation Officer.
- Jason Howard, Student Services, Ohio University-Zanesville.
- Tyler Baughman, Creative Packaging Services.

The Governing Authority shall also include the SPONSOR Treasurer as non-voting, ex officio member. The Treasurer will serve the Governing Authority in his/her capacity as a representative of SPONSOR and SPONSOR interests.

The following shall serve the SPONSOR and the SPONSOR interests and shall be called the Board of Directors:

Dr. Doug Baker, Superintendent
956 Moxahala Avenue
Zanesville, OH 43701

Dr. Halle Randles, Director of Instruction/Technology
956 Moxahala Avenue
Zanesville, OH 43701

Ron Denton, Director of Human Resources
956 Moxahala Avenue
Zanesville, OH 43701

Steven Foreman, Director of Title 1/Federal Programs
956 Moxahala Avenue
Zanesville, OH 43701

Kara Harris, Director of Special Education
956 Moxahala Avenue
Zanesville, OH 43701

Laura Tompkins, ZHS Principal
1701 Blue Avenue
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. Upon the signature of all parties as set forth below, the SCHOOL shall be created. 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 the first day of the 2017 academic year, as set forth in the **Educational Plan** set forth in **Exhibit 1**, which exhibit is attached **and** incorporated by reference herein.

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 in the following portion of facilities previously utilized by the SPONSOR, which is The Rufus Putnam Community School, 920 Moxahala Avenue, Zanesville, Ohio, 43701. By mutual agreement of the parties, the SCHOOL may utilize additional portions of SPONSOR facilities, except that multiple facilities shall be utilized only to address limitations on the availability of space, and the same grade level classroom shall not be offered in more than one facility: Students shall receive instruction in the physical facilities of the SPONSOR and the SCHOOL, and elsewhere.

The location and address of all instructors and all students served by the SCHOOL will be available to SPONSOR and the Ohio Department of Education at all times.

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

The SCHOOL shall provide learning opportunities to a minimum of 75 full-time students for a minimum of 920 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 sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.358, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.80, 3313.801, 3313.96, 3319.073, 3319.314, 3319.315, 3319.321, 3319.39, 3321.01, 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 was 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.

In accordance with Ohio Revised Code Section 3314.03(A)(11)(e), 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 inure to the benefit of, or be distributable to, the SCHOOL 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 purposes.

The SCHOOL shall submit within four (4) months after the end of each school year a report of its activities and its progress in meeting the goals and standards of the divisions (A)(3) and (4) of this section, and its financial status, to the SPONSOR and the parents of all enrolled students.

Upon request of the SPONSOR, the SCHOOL shall provide proof of liability insurance, Bureau of Criminal Identification and Investigation (BCII) records checks for 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.

The SCHOOL shall recognize the authority of the Department of Education to take over sponsorship of the SCHOOL, in accordance with the provisions of section 3314.015(C) of the Ohio Revised Code.

The SCHOOL shall recognize the authority of the SPONSOR to assume the operation of the SCHOOL under the conditions specified in section 3314.073(B) of the Ohio Revised Code.

The SCHOOL shall also recognize the following:

- 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;
- The authority of the Department of Education as the SCHOOL oversight body to suspend the operation of the SCHOOL under section 3314.072 of the Ohio Revised Code, 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 students and employees, and the SPONSOR refuses to take such action.
- The SCHOOL shall comply with section 3302.04 of the Ohio Revised Code ("Three Year Continuous Improvement Plan"), including division (E) of that section to the extent possible, except that any action required to be taken by a school district pursuant to that section shall be taken by the SPONSOR of the SCHOOL. However, the SPONSOR shall not be required to take any action described in section 3302.04(F) of the Ohio Revised Code.

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 mission, educational philosophy, the ages and grades of students, the characteristics of the students the SCHOOL is expected to attract students, develop the SCHOOL calendar, the academic goals and the method of measurement that will be used to determine the 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 for students who enter ninth grade for the first time before July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Ohio Revised Code that person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the GOVERNING AUTHORITY of the SCHOOL rather than the curriculum specified in Title XXXIII of the Ohio Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirements in sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that section. The SCHOOL shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (J) of section 3313.603 of the Ohio Revised Code.

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 such media as 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 the district and adjacent to the district in which the SCHOOL is located, or reside in an area that permits the student to physically attend the SCHOOL, in accordance with Section 3314.03(A)(19) of the Ohio Revised Code. The SCHOOL additionally shall adopt admission procedures that comply with section 3314.06 and 3314.061 of the Ohio Revised Code.

The SCHOOL shall comply with the dismissal procedure set forth in the **Educational Plan**.

B. Financial Plan

Except as otherwise provided herein or by separate agreement with the SPONSOR, 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 State, and audits shall be conducted in accordance with Section 117.1 ORC 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 State, as set forth in the **Financial Plan**.

The SCHOOL shall allow the SPONSOR to monitor the SCHOOL 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.

Pursuant to the authority of section 3314.02 of the Ohio Revised Code, the SCHOOL shall annually pay to SPONSOR, from the funding provided to the SCHOOL by the Ohio Department of Education pursuant to Section 3314.08 of the Ohio Revised Code. The total amount of such payments for oversight and monitoring of the school shall not to exceed three (3) percent of the total amount of payments for operating expenses that the school receives from the state. The SCHOOL shall also pay the SPONSOR three (3) percent of the total amount of payments as a maintenance fee for use of the facility. The schedule for such payments shall be as mutually agreed by the parties, and the amount of such payments may be varied by mutual agreement of the parties.

Upon the dissolution of the SCHOOL, any assets remaining shall be conveyed to the SPONSOR with the exception of real property as defined by ORC Section 3314.051.

C. Governance and Administrative Plan

The SCHOOL shall comply with the procedures by which members of the SCHOOL Governing Authority 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 a Principal/Director, who shall be the chief operating officer of the SCHOOL and a liaison between the SCHOOL and the SPONSOR, as described in the **Governance and Administrative Plan**.

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 (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by either a teaching certificate license or temporary or interim teaching certificate/license as issued by the Ohio Department of Education. Other persons may be engaged pursuant to Section 33.14.01(B) of the Ohio Revised Code to carry out and fulfill the SCHOOL mission. '

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 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 otherwise in Section 3314.10 of the Ohio Revised Code.

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 Governing Authority and officers, and the meeting schedule of the SCHOOL Governing Authority.

D. Assessment and Accountability Plan

The SCHOOL agrees to assess student achievement relative to academic and non-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. In addition, the SPONSOR will conduct two (fall & spring) site visits of the SCHOOL annually culminating in an annual summative evaluation. Prior to any contract renewal, the SCHOOL must successfully meet the terms of a "**High Stakes Review**" as outlined in the **Assessment and Accountability Plan**.

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.

The SCHOOL shall collect and provide any data that the legislative office of education oversight/Ohio Department of Education requests in furtherance of any study or research that the General Assembly requires the office to conduct.

Oversight and Evaluation - Note: Information will be gathered throughout the school year during Informal Site Visitations, during the Formal Fall & Spring Site Visitations, during official/monthly Governing Authority meetings on the ZCHS campus, during monthly Board of Director meetings, during monthly Zanesville City Schools Board of Education meetings, with Stakeholder Groups through Survey/Interview, collection of documents, and during the "High Stakes Review/Evaluation.

Recommendations/Interventions/Improvement Plans – Any deficiency noted on the written "Current Contract Goals Review Checklist," that is used to document the items listed above in "Oversight and Evaluation," and will trigger a recommendation, an intervention, or an improvement plan based upon the severity of the item indicated as deficient. In addition to the written information listed on the "Current Contract Goals Review Checklist," items listed as deficient will be discussed during the site visit feedback meetings, during ZCHS Governing Authority (SCHOOL) meetings and associated feedback form; during Zanesville City Schools Board of Education (SPONSOR) meetings and associated feedback form; and, during Board of Directors (COMBINED) meetings and associated feedback form.

Article IV. Responsibilities of the SPONSOR

SPONSOR shall designate six (6) of SPONSOR administrative officers to represent SPONSOR. The individuals who hold such office with SPONSOR are to represent the SPONSOR and its interests. From time to time at its discretion, SPONSOR may substitute other administrative positions for those previously designated for this purpose.

Pursuant to SPONSOR authority under Section 3314.08(G) of the Ohio Revised Code to provide the SCHOOL with services, SPONSOR shall be the fiscal agent of the SCHOOL and shall direct SPONSOR treasurer to serve as the SCHOOL fiscal officer.

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

The SPONSOR duties shall be in agreement with the written agreement entered into with the Department of Education under section 3314.015(B) of the Ohio Revised Code and shall include the following:

- The SPONSOR shall monitor the SCHOOL compliance with all laws applicable to the SCHOOL and with the terms of the Contract;
- The SPONSOR shall monitor and evaluate the academic and fiscal performance and the organization and operation of the SCHOOL on at least an annual basis;
- The SPONSOR shall report on an annual basis the results of the evaluation conducted under section 3314.015(D)(2) to the Department of Education and to the parents of students enrolled in the SCHOOL;
- The SPONSOR shall provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and the terms of the Contract;
- The SPONSOR shall take steps to intervene in the SCHOOL operation to correct problems in the SCHOOL overall performance, declare the SCHOOL to be on probationary status pursuant to section 3314.073 of the Ohio Revised Code, suspend the operation of the SCHOOL pursuant to section 3314.072 of the Ohio Revised Code, or terminate the Contract of the SCHOOL pursuant to section 3314.07 of the Ohio Revised Code as determined necessary by the SPONSOR
- The SPONSOR shall have in place a plan of action to be undertaken in the event the SCHOOL experiences financial difficulties or closes prior to the end of a school year.

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 specialized 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 pursuant to section 3314.07

of the Ohio Revised Code and as set forth in the **Governance and Administrative Plan**.

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

**Article V. 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. To the extent permitted by law, the SCHOOL shall not be required to fundamentally alter its program or incur an undue financial or other hardship in the operation of the program.

Article VI. Governing Law

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 the Ohio Revised Code, Section 3314.06.

Article VII. Assignment

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

Article VIII. Changes, Amendments and/or Modifications

This Contract constitutes the entire agreement among the parties and any changes, amendments and/or modifications of this Contract shall be made and agreed to in writing. This Contract may be modified at any time; however, the contract will be reviewed and updated at least annually (by June 30th each year) to assess contract language; to ensure consistency with changes in state and/or federal law; and, to ensure compliance with higher achievement levels set by the Ohio Department of Education. Additionally, site visits by the sponsor to the community school will occur two times annually; in the fall and spring. At least annually, the sponsor will demonstrate to the community school the need for contract revision in one of the two post site visit meetings as a result of onsite observations and changes in federal/state law. In addition to the site visits and summative evaluation, the SPONSOR and the SCHOOL shall meet at least six (6) times during the course of the school year to promote ongoing communication; including initiating any changes, modifications, additions to the contract regarding language, state or federal laws, changes to the academic reporting system, or other items pertinent to this contract.

Article IX. Suspension

If at any time the SPONSOR determines that conditions at the SCHOOL do not comply with health and safety standards 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 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 additionally comply with the procedures and timelines set forth in Section 3314.072(D) of the Ohio Revised Code:

- The SCHOOL's failure to meet student performance requirements stated in this Contract;
- The SCHOOL's failure to meet generally accepted standards of fiscal management;
- The SCHOOL's violation of any provisions of this Contract or applicable state or federal law; or
- Other good cause.

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 under Section 3314.07 of the Ohio Revised Code and as provided hereunder.

Article X. Termination; Renewal

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:

- The SCHOOL's failure to meet or exceed more than 70% of the academic and non-academic goals stipulated in the contract;
- The SCHOOL's failure to agree to participate in the high-stakes review process prior to renewal;
- The SCHOOL's failure to agree to the termination process;
- The SCHOOL's failure to implement the terms of a written improvement plan regarding any identified

deficiencies identified by the sponsor;

- The SCHOOL's failure to demonstrate fiscal responsibility in at least 3 out of five annual audits.
- The SCHOOL's failure to meet generally accepted standards of fiscal management;
- The SCHOOL's violation of any provisions of this Contract or applicable state or federal law; or
- Other good cause.

At least twelve (12) months before the expiration of the Contract, the SCHOOL shall notify the SPONSOR in writing by letter whether it desires to renew the Contract. In addition, the SCHOOL will then complete all phases of the renewal process as outlined in the renewal application. If the SCHOOL does not provide this notice within the specified period, the Contract shall not automatically renew. If the SCHOOL has notified the SPONSOR of its desire to renew the Contract, then at least one-hundred-eighty (180) days prior to the expiration of the Contract, the SPONSOR shall notify the SCHOOL of the SPONSOR proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination or nonrenewal, and a statement that the SCHOOL may, within fourteen (14) days of receiving this notice, request an informal hearing before the SPONSOR. Such request must be in writing. The informal hearing shall be held within seventy (70) days of the receipt of a request for a hearing. Promptly following the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate or not renew the Contract. A decision to terminate may be appealed as provided in Section 3314.07 of the Ohio Revised Code, and the effective date of a termination of this Contract shall be as provided in such Section. Prior to a renewal, an existing community school must complete a letter of interest, a renewal application, and an interview process. In the event that the Sponsor decides to terminate the contract for any reason, the School acknowledges that it will comply with the requirements and procedures that they have been provided in the Termination Process & Timeline document.

SPONSOR

ON BEHALF OF THE ZANESVILLE
CITY SCHOOL DISTRICT BOARD
OF EDUCATION:

By: Vicky L. French

PRINT NAME: Vicky L. French

Title: Board President

Date: 6-21-17

GOVERNING AUTHORITY

ON BEHALF OF THE ZANESVILLE
COMMUNITY HIGH SCHOOL:

By: Allen Bennett

PRINT NAME: Allen Bennett

Title: Board President

Date: 6-21-17

EXHIBIT 1:

Educational Plan **for the** **ZANESVILLE COMMUNITY HIGH SCHOOL** ***A CONVERSION COMMUNITY SCHOOL: Dropout Prevention & Credit Recovery***

The Zanesville Community High School (hereinafter the "SCHOOL") will be a conversion community school sponsored by the Zanesville City School District. The SCHOOL site will be located in the Rufus Putnam School building at 920 Moxahala Avenue, Zanesville, Ohio. It will be a small, intellectually stimulating learning community. It will target 9th, 10th, 11th, and 12th grade students; however, the SCHOOL may serve a limited number of students below the 9th grade and may also serve adult students who have not received a diploma. It will serve residents of the Zanesville City School District, students who reside in adjacent school districts, and students outside of these areas who can physically attend the school. The school may explore and pilot various instructional delivery methods and make recommendations for changes/additions to the Educational Plan.

Mission

The Zanesville Community High School is: **Your Success Our Mission**

Educational Philosophy

The school will have a holistic approach to educating the students - focusing on cognitive, social, emotional and physical development through experiential learning, service learning, family and community support. According to our belief, each family is an integral component of our decision-making process. Through mechanisms such as but not limited to a Town Meeting, policy will be established from the governed through responsible citizenry. It is our belief that parent involvement is key to student success.

Design

The design will offer students an education that is rigorous in content and an expectation, relevant to their daily lives now and in the future, and based on the formation of strong relationships with both adults and peers within the learning community. Students may be exposed to a blended learning instructional delivery format or an online format with in-person/onsite tutoring available to them.

At its heart, the design is to improve student achievement as measured through varied and multiple assessments, including state testing required to meet graduation expectations. This mission will be accomplished by creating an environment that combines intellectual vibrancy with personalization. It is designed to serve the average or underperforming students looking to be challenged and to improve themselves in a different environment, as well as students wishing to accelerate their progress toward graduation.

Targeted Population

- Struggling students who need to recover lost credits.
- Students who need to pass the testing requirements for graduation.
- Students who need individualized learning.
- Students who have not experienced success in the traditional classroom setting.
- Students who are pregnant or parenting teens will have the opportunity to access the curriculum.
- Students who have chronic problems with truancy, expulsion or suspensions.

- Students who would like to accelerate their progress toward graduation.

Curriculum

The Zanesville Community High School's curriculum will focus on the needs of each student through on-site certified/licensed teachers using the GradPoint Curriculum or other digital format as guidance for high school credits in all academic content areas. GradPoint is a comprehensive online courseware system, which is an interactive curriculum that integrates assessment and student management. The curricular approach to instruction has a dual focus, which is distance learning and on site teachers as coaches. No curriculum can supplant the need for teachers to create a culture of high expectations for their students. This method also permits students 24/7 access to curriculum.

The teachers will align the GradPoint Curriculum with Ohio's Academic Content Standards in math, science, social studies, language arts and a foreign language. They will assist and guide all students on site. GradPoint will provide the subject-centered curriculum, which will involve high school credits in math, science, social studies, language arts and a foreign language. The curriculum begins by assessing the student's knowledge in the Academic Content areas and expands that knowledge until they are proficient under the direction of the teacher. Students may access Flex Credit/Educational Options to demonstrate competency and receive credit toward graduation.

To integrate all areas of the curriculum a technology component under the direction of a certified teacher will be implemented. The implementation of the technology component may be "Project" based. It will draw from topics already found in the subject-centered curriculum and real life problems, which connect young people to a learning experience that has meaning.

The technology component will create a coherent curriculum through themes or projects that will hold together the curriculum for young people to find points of personal engagement. A project is an in-depth investigation of a topic. The investigation may be undertaken by a small group within the class or the whole group. There are three sequential phases. During the first phase, the teacher helps the students clarify the focus of the project and the questions their investigation will answer. During the second phase of the project, the students could work in small groups on subtopics related to the main topic under investigation, take initiative and responsibility for gathering data. This phase would involve the students visiting a site and interviewing people in the community who can answer their questions. They record and share the ideas and information emerging from their observations and research through such activities as making charts indicating measurement of relevant phenomena and videotaping. In the third phase, with the guidance of the teacher, the students plan and conduct a culminating activity through which the story of the investigation and its findings are summarized and shared.

The technology component will teach the students how to do research in areas of interest related to the core areas. After research they will enter a series of learning laboratories located in settings from within our community. As an example, students might choose, based upon their interest, a project involving city government, which involves the Academic Content Standards in Social Studies. They would use research and then enter a community learning lab by interviewing the mayor, attending a city council meeting, etc. They would then make a PowerPoint or other scholarly presentation of the project, which would include the research, interviews and their viewpoint of the project. Students who are interested in the area healthcare management would research areas of health in our community by entering a community lab such as the local hospital or the health department. They would learn the fiscal management and general management. They would prepare a project and present the project. (The curriculum will include multiple settings and focus areas and will not be

limited to the two examples described.)

These experiences will go beyond the traditional internship and include demonstrations of problem solving and critical thinking in a partnership with the learning lab environment. Where the preparatory phase is focused on capacity building, the exploratory phase focuses on practical experiences, skill development, social maturity, critical thinking, and responsibility. It is in the exploratory phase that the will demonstrate the viability and value of open source approach to education.

Schedule to Support Curriculum

7:40 - 8:00	Daily TBT/BLT/PLC
8:00 - 11:00	Subject-based Curriculum
11:00 - 11:30	Lunch/Wellness/Fitness
11:30 - 2:30	Technology/Learning Labs/Subject-based curriculum/Independent Study/Flexible Credit Options
2:30 - 3:10	Common Planning Time/Conferences and Office Hours: parent/students/community

*The yearly calendar will provide at least 920 hours of instruction per school year; and, will coincide with the SPONSOR's school calendar.

Outcomes/Goals: The School Must Meet or Exceed 70% of the Academic & Non-Academic Goals Below to be Considered for a Contract Renewal

The learning experience will focus on learning that promotes performance. The students will demonstrate performances in mathematics, science, social studies, and language arts. This performance demonstration includes the successful passage of the Ohio Graduation Tests/End of Course assessments and performance tasks that showcase the student's ability to work independently and in-group environments as they investigate solutions to real world problems. ZCHS and students are to accomplish several key outcomes:

Enrollment: Maintain an enrollment between 100 – 150 students as indicated by the Ohio Department of Education (ODE) report card issued for Zanesville Community High School.

Attendance Rate: Maintain an attendance rate of 75% or higher for all students as indicated by the Ohio Department of Education (ODE) report card for Zanesville Community High School; and, maintain an attendance rate of 73% or higher for any identified subgroups as reported in the same document.

High School Test Passage Rate: Meets or Exceeds Standards rating on this criteria as indicated by the ODE report card for Zanesville Community High School; and, obtain a percentage score at or above the "Comparison Group" as indicated by the ODE report card for Zanesville Community High School.

Final School Rating: Receive a Meets or Exceeds Standards rating on this criteria as indicated by the ODE report card for Zanesville Community High School; and, obtain 20% or less deficiency on the School rating, High School Test Passage rate, Gap Closing rating, Progress rating, and all Graduation ratings when compared to local regional Dropout Prevention & Credit Recovery High Schools per their ODE report card as it pertains to Meets/Exceeds standards issued.

Graduation Rate: As it pertains to the ODE Dropout Prevention & Credit Recovery High School ODE report card:

Meets or Exceeds Standards on the 4-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 5-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 6-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 7-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 8-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the Combined Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Gap Closing: Meets or Exceeds Standards as indicated on the ODE Dropout Prevention & Credit Recovery High School report card for Zanesville Community High School; and, any identified subgroup to be within 10% of the overall score for this measure.

Progress Monitor: Annually Progress Monitor (using NWEA MAP or similar instrument) all full-time, full-year students at least twice per year resulting in 70% or above of all students, and all identified subgroup populations as identified on the ODE report card for ZCHS, achieving 60% or above growth per year.

Credits Earned: Eighty percent (80%) or above of all full-time, full-year students, and all identified subgroup populations as identified on the ODE report card for ZCHS, will earn four (4) or more credits toward graduation per year.

Student Discipline: Eighty percent (80%) or above of all full-time, full-year students, and all identified subgroup populations as identified on the ODE report card for ZCHS, will log less than 5 days of lost instruction per student due to out-of-school suspension.

Student Engagement (Community Service/Employment/Project Lab/College Exploration/Military Exploration/Extra or Co-Curricular Clubs & Activities): Thirty percent (30%) or above of full-time, full-year students, and all identified subgroup populations as identified on the ODE report card for ZCHS, will log at least 10 hours of engagement in at least one of the areas listed above or 10 hours of engagement in a combination of areas listed above.

Vocational School Visit: Sixty percent (60%) of all full-time, full-year 10th Grade students, including all identified subgroup populations as identified on the ODE report card for ZCHS, will visit the Mid-East Career Center on an organized fieldtrip.

Course of Study

The Course of Study will provide a versatile offering of available courses that provides all courses needed to meet graduation standards of the State of Ohio.

Special Needs and Support

As per Ohio Law, special needs children admitted to the program will be served in educationally appropriate

ways, 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 as necessary. 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 need 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.

Admission Policy

The SCHOOL will mainly enroll students aged 16 to 21. The SCHOOL will be open to students who reside in district, adjacent districts, and any area in which the student can physically attend the SCHOOL. All teachers will be 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. The 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. However, reasonable fees may be charged for specific courses similar to procedures in other public schools. Should a student choose to enroll part-time, there may be additional fees assessed.

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

Enrollment Process: The number of students accepted for enrollment by the SCHOOL shall not exceed the capacity of the SCHOOL programs, classes, grade levels, or facilities. The SCHOOL shall annually establish such deadline and publicize it through such media as the SCHOOL web site, 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. The SCHOOL may decide to have an ongoing application process to serve at-risk students. ZCHS should maintain an enrollment between 100 – 150 students per year; however, this number can be adjusted upon mutual agreement.

Records Transfer: 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.

Achieving racial and ethnic balance

The GOVERNING AUTHORITY will not discriminate on the basis of religion, race, color, national origin, sex, disability, or age in its program, activities, or employment.

Further, it will be the policy of this SCHOOL to provide an equal opportunity for all students, regardless of race, color, creed, age, disability, religion, gender, ancestry, national origin, place of residence within the boundaries of the district, or social or economic background, to learn through the curriculum offered in this SCHOOL.

Complaint Procedure

Section I

Any person who that believes that s/he has been discriminated against or denied equal opportunity or access to programs or services may file a complaint, which shall be referred to as a grievance, with the SCHOOL Civil Rights Coordinator.

**Civil Rights Coordinator
Zanesville Community High School
920 Moxahala Avenue
Zanesville, Ohio, 43701**

The individual may also, at any time, contact the U.S. Department of Education, Office of Civil Rights, 600 Superior Avenue, Room 750, Cleveland, Ohio 44114.

Section II

The person who believes s/he has a valid basis for grievance shall discuss the grievance informally and on a verbal basis with the SCHOOL Civil Rights Coordinator, who shall in turn investigate the complaint and reply with verbal answer to the complainant. S/He may initiate formal procedures according to the following steps:

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the SCHOOL Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The Coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) business days.

Step 2

If the complainant wishes to appeal the decision of the SCHOOL Civil Rights Coordinator, s/he may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If the complainant remains unsatisfied, s/he may appeal through assigned written statement to the GOVERNING AUTHORITY within five (5) business days of his /her receipt of the Superintendent's response in step two. In all attempt to resolve the grievance, the GOVERNING AUTHORITY shall meet with the concerned parties and their representative within twenty (20) days of the receipt of such an appeal. A copy of the SCHOOL disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting.

Step 4

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the U.S. Department of Education, Office of Civil Rights, 600 Superior Avenue, Room 750, Cleveland, Ohio 44114.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights, Department of Education, Washington, D.C. 20201.

The SCHOOL Coordinator will investigate all complaints in accordance with this procedure. A copy of each of the Acts and the regulations on which this notice is based, may be found in the SCHOOL Coordinator's office.

Student Discipline***Student Roles and Responsibilities***

Students will be expected to adhere to behaviors and policies appropriate to a well-functioning democratic society. 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 administrative staff.

Dismissal Policies/Procedures

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

The Governing Authority will adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student, without legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student.

EXHIBIT 2:

Financial Plan

for the

ZANESVILLE COMMUNITY HIGH SCHOOL

A CONVERSION COMMUNITY SCHOOL: Dropout Prevention & Credit Recovery

This financial plan 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.

[NOTE: In accordance with these requirements, this plan must specify, for 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 denied 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 disadvantaged pupil impact aid calculated pursuant to section 3317.029 of the Ohio Revised Code the school is to receive that year under section 3314.08 of the Ohio Revised Code.]

School Budget

Below is a five-year annual budget detailing sources of revenues and expenditures following the Uniform School Accounting System (USAS) methods of coding and account number structures. Generally Accepted Accounting Procedures (GAAP).

Funding for Start-up Costs: Funding from the Ohio Charter Schools Federal Sub-grant Program (or similar funding program, regardless of name) is expected to assist with planning, design, and initial implementation of the SCHOOL. Once operational, we expect the ADM per student, together with grant funding and special education enhancement grants provided by the SPONSOR pursuant to section 3314.08(G) of the Ohio Revised Code, to fund the school operational budget.

Regular Review of School Budget: Regular review of the budget is critical. We will follow operating procedures recommended by the State Auditor, including those related to the presentation, review, discussion, and approval or rejection of a line item budget and regular reports of current and encumbered expenses. 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." The SCHOOL will invite the SPONSOR to any and all audit exit meetings conducted by the State Auditor.

Estimated Budget I Per-Pupil Expenditures I Base Formula Amount.*

[*please see attached 5-YEAR PROJECTION AND SPENDING PLAN]

Enrollment Projections

Estimated Student Enrollment:

FY 2017 = 120 FY 2018 = 125 FY2019= 130 FY2020 = 135 FY2021= 135
ZCHS should maintain an enrollment between 100 – 150 students.

Payments from SCHOOL to SPONSOR

Pursuant to the authority of section 3314.03(C) of the Ohio Revised Code, the SCHOOL shall annually pay to SPONSOR, from the funding provided to the SCHOOL by the Ohio Department of Education pursuant to Section 3314.08 of the Ohio Revised Code, 3% per student per year. The SCHOOL shall also pay the SPONSOR three (3) percent of the total amount of payments as a maintenance fee for use of the facility. The schedule for such payments shall be as mutually agreed by the parties, and the amount of such payments may be varied by mutual agreement of the parties.

EXHIBIT 3:

Governance and Administrative Plan **for the** **ZANESVILLE COMMUNITY HIGH SCHOOL** *A CONVERSION COMMUNITY SCHOOL: Dropout Prevention & Credit Recovery*

Not-for-Profit Corporation

As required by Section 3314.03 of the Ohio Revised Code, the Zanesville Community High School (hereinafter the "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 Governing Authority which shall have, as voting members, those persons serving in the following five positions:

- ◆ Allen Bennett, Detention Superintendent, Juvenile Detention Center (Chairperson)
- ◆ Aaron Bounds, Pastor Anchor Church, Zanesville Ohio.
- ◆ James Parry, Juvenile Detention Probation Officer
- ◆ Jason Howard, Student Services, Ohio University-Zanesville
- ◆ Tyler Baughman, Creative Packaging Services.

In addition to the above-described voting members, of the Governing Authority shall also include the SPONSOR Treasurer as non-voting ex officio member. The Treasurer shall serve the Governing Authority in his/her official capacity as a representative of SPONSOR and SPONSOR interests.

The following shall serve the Sponsor and the Sponsor's interests and shall be called the Board of Directors:

Dr. Doug Baker, Superintendent
956 Moxahala Avenue
Zanesville, OH 43701

Dr. Halle Randles, Director of Instruction/Technology
956 Moxahala Avenue
Zanesville, Ohio 43701

Ron Denton, Director of Human Resources
956 Moxahala Avenue
Zanesville, OH 43701

Laura Tompkins, ZHS Principal
1701 Blue Avenue
Zanesville, Ohio 43701

Kara Harris, Director of Special Education
956 Moxahala Avenue
Zanesville, OH 43701

Steven Foreman, Director of Title 1/Federal Programs
956 Moxahala Avenue
Zanesville, Ohio 43701

The above Board of Directors will provide the SCHOOL will consulting services to assist the SCHOOL in achieving its mission, vision, and goals.

The Governing Authority shall be responsible for:

- helping create, approve, and monitor the SCHOOL 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 the SCHOOL and the children it serves.

Conflicts of Interest: The Governing Authority and the SCHOOL officials shall comply with Chapter 102 of the Ohio Revised Code (the Ohio Ethics Law) and Section 2921.42 of the Ohio Revised Code (relating to unlawful interest in a public contract), 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 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 purposes.

Fiscal Officer. SPONSOR shall be the fiscal agent for the SCHOOL and shall assign its treasurer to be the designated fiscal officer of the SCHOOL on such terms as may be agreed by SPONSOR and SCHOOL and the Ohio Department of Education.

School Management: The SCHOOL shall secure the services of a Principal/Director, who shall be the chief operating officer of the SCHOOL, with primary responsibility for day-to-day operations of the SCHOOL. The Principal/Director shall oversee and coordinate the daily operation and management of the SCHOOL and shall be responsible to the Governing Authority. The Principal/Director shall also serve as a liaison between the SCHOOL and the SPONSOR and will be the primary contact regarding meeting the goals and expectations of this contract; as well as, the liaison between the SCHOOL and its contractors. The Principal/Director or designee will attend Board of Director meetings, site visits, run SCHOOL Board meetings, present reports, and work in a spirit of cooperation/collaboration with the SPONSOR. Qualifications include a minimum of a Master's Degree and a Principal's License, excellent management and interpersonal skills, a vision for what a conversion school can become, strong character and ethical standards, commitment to continuous improvement concepts, and excellent communication skills.

Employees

Human Resource Management: As a conversion community school, all employees, if any, of the SCHOOL who were previously members of a recognized bargaining unit of the SPONSOR will remain members of that unit and will be entitled to all the rights, compensation, and benefits there under. New employees of the SCHOOL shall likewise become members of the appropriate bargaining unit of the SPONSOR and shall be entitled to all rights, compensation, and benefits there under.

Personnel employed by the SCHOOL who do not qualify for membership in a bargaining unit shall be governed by the personnel policies adopted by the Governing Authority for non-bargaining unit personnel.

Employee Health and Other Benefits: SCHOOL employees will receive the same benefit package as SPONSOR employees.

Sick leave accrued as a SPONSOR employee may be utilized by that employee in the SCHOOL in accordance with Section 3314.10 of the Ohio Revised Code.

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. The SPONSOR shall reemploy former employees who are within the three-year leave of absence period prescribed by Section 3314.10 of the Ohio Revised Code. Otherwise, reasonable efforts will be made to out-place the SCHOOL employees. However, nothing in this paragraph shall be construed as creating an expectancy of continued employment by the SCHOOL or the SPONSOR.

Resolution Of Disputes Between the SCHOOL and the SPONSOR

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, the parties may, by mutual consent, proceed to binding arbitration of the dispute. Such arbitration shall be conducted by an arbitrator mutually jointly selected by the parties or, if unable to agree on such selection, by an arbitrator appointed by the FMCS in accordance with its regular procedures. Any fees required by the FMCS or the arbitrator 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.

Termination Affirmation Between the SPONSOR and the SCHOOL

The SPONSOR will provide the SCHOOL with the *Termination Process and Timeline* document. The SCHOOL will acknowledge receiving this document annually during at which time the SPONSOR and SCHOOL will review this document and update/revise as necessary.

EXHIBIT 4:

Assessment and Accountability Plan **for the** **ZANESVILLE COMMUNITY HIGH SCHOOL** *A CONVERSION COMMUNITY SCHOOL: Dropout Prevention & Credit Recovery*

Achievement of Academic & Non-Academic Goals

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 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 using data collected from multiple sources to drive instruction. The EOC and other required assessments will be administered. GradPoint assessments and other criteria tests aligned with Ohio's Academic Content Standards will be administered. Also, standardized tests may be administered. 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 administrative team will monitor the instructional process so that appropriate modifications occur.

Goals/Outcomes Regarding the Annual Report Card, Academic Goals, & Non-Academic Goals:

Note: The School Must Meet or Exceed 70% of the Academic & Non-Academic Goals Below to be Considered for a Contract Renewal

Enrollment: Maintain an enrollment between 100 – 150 students as indicated by the Ohio Department of Education (ODE) report card issued for Zanesville Community High School.

Attendance Rate: Maintain an attendance rate of 75% or higher for all students as indicated by the Ohio Department of Education (ODE) report card for Zanesville Community High School; and, maintain an attendance rate of 73% or higher for any identified subgroups as reported in the same document.

High School Test Passage Rate: Meets or Exceeds Standards rating on this criteria as indicated by the ODE report card for Zanesville Community High School; and, obtain a percentage score at or above the “Comparison Group” as indicated by the ODE report card for Zanesville Community High School.

Final School Rating: Receive a Meets or Exceeds Standards rating on this criteria as indicated by the ODE report card for Zanesville Community High School; and, obtain 20% or less deficiency on the School rating, High School Test Passage rate, Gap Closing rating, Progress rating, and all Graduation ratings when compared to local regional Dropout Prevention & Credit Recovery High Schools per their ODE report card as it pertains to Meets/Exceeds standards issued.

Graduation Rate: As it pertains to the ODE Dropout Prevention & Credit Recovery High School ODE report card:

Meets or Exceeds Standards on the 4-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 5-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 6-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 7-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the 8-year Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Meets or Exceeds Standards on the Combined Graduation Rating; and, obtain a percentage score at or above the “Comparison Group” for Zanesville Community High School.

Gap Closing: Meets or Exceeds Standards as indicated on the ODE Dropout Prevention & Credit Recovery High School report card for Zanesville Community High School; and, any identified subgroup to be within 10% of the overall score for this measure.

Progress Monitor: Annually Progress Monitor (using NWEA MAP or similar instrument) all full-time, full-year students at least twice per year resulting in 70% or above of all students, and all identified subgroup populations as identified on the ODE report card for ZCHS, achieving 60% or above growth per year.

Credits Earned: Eighty percent (80%) or above of all full-time, full-year students, and all identified subgroup populations as identified on the ODE report card for ZCHS, will earn four (4) or more credits toward graduation per year.

Student Discipline: Eighty percent (80%) or above of all full-time, full-year students, and all identified subgroup populations as identified on the ODE report card for ZCHS, will log less than 5 days of lost instruction per student due to out-of-school suspension.

Student Engagement (Community Service/Employment/Project Lab/College Exploration/Military Exploration/Extra or Co-Curricular Clubs & Activities): Thirty percent (30%) or above of full-time, full-year students, and all identified subgroup populations as identified on the ODE report card for ZCHS, will log at least 10 hours of engagement in at least one of the areas listed above or 10 hours of engagement in a combination of areas listed above.

Vocational School Visit: Sixty percent (60%) of all full-time, full-year 10th Grade students, including all identified subgroup populations as identified on the ODE report card for ZCHS, will visit the Mid-East Career Center on an organized fieldtrip.

Should the SCHOOL fail to meet the minimum standards prescribed by the state or any area of this contract, Zanesville Community High School will create an improvement plan, in consultation with Zanesville City Schools, in the area not meeting minimum standards.

Other Academic Indicators

Baseline data will be obtained on an entering student's academic achievement and Zanesville Community High School will chart the growth and progress. This data will be used to monitor and make recommendations for necessary curricular changes. In addition, benchmarking data (such as NWEA MAP Testing) will be shared with the SPONSOR during the Fall site visit (baseline data) and during the Spring site visit (growth data) or Board of Directors meetings during this same time span (Fall/Spring). All data should include comparisons to state results for community schools and schools serving similar demographics. In addition, other academic areas may include the following: post-secondary enrollment; military enlistment; entrance into adult education programming; and, workforce data.

Each year, the Ohio Department of Education releases a report card for each community school. Zanesville Community High School's report card is specially created for the school as a drop-out credit recovery school. It is the sponsor's expectation that any school sponsored will meet or exceed the student performance comparison groups as reported on the report card. In the event that a subgroup is identified, the subgroup will perform within 5 points of the total group as determined using the state's methodology.

Community School Events

The sponsor recognizes the need of the school(s) it sponsors to recognize the progress of its students in public, community events that invite stakeholders into the school. The Zanesville Community School must offer a minimum of 15 hours of parent/teacher conference time, one open house, one senior awards banquet, and one formal graduation ceremony each year.

Annual Report Card

Once a year the Governing Authority, ZCHS Principal/Director, and the Board of Directors will perform a strategic review of the Zanesville Community High School's education program. The review includes the yearly report card from the State of Ohio. In addition to ZCHS data, this strategic review should include comparisons to state results for community schools and schools serving similar demographics.

Fiscal Performance Indicators

Auditor reports, periodic cash flow statements, and other relevant reports are deemed public records and therefore are available for review by the media and citizenry. The SCHOOL annual report will speak to these issues. The Governing Authority and the Board of Directors will provide ongoing monitoring in cooperation with the Treasurer and Principal. Appropriate fiscal information will be made generally available to the public. Representatives of ZCS will be invited to any financial audit meetings. The Board of Directors will be invited to attend the audit exit meeting of an external audit conducted by the State Auditor.

Annual Report

As required of all public schools, an annual report will be prepared and submitted to the Office of School Options and the Legislative Office of Education Oversight by August 15 of each school year. This report will include but not be limited to educational performance indicators including OGT test results; other performance indicators including attendance and graduation/completion rate; program audits results and findings; fiscal status; and fiscal audit results and findings. Furthermore, this report will be made available to all parents and interested citizenry.

Renewal Plan including High Stakes Reviews

Consideration for renewal of contract will be based upon successful bi-annual site visits measures; successful annual summative evaluations during the time period of this contract (**including: High-Stakes Review – See**

Academic & Non-Academic Performance Measure: High Stakes Evaluation Measures document); meeting or exceeding expectations of the annual state issued report card as indicated in the Educational Plan; successful external audits as indicated by the State Auditor and as indicated in the Financial Plan; adherence to the terms of this contract; successful completion of any improvement plans developed during the time period of this contract; legal compliance, successful organizational & operational practices; and, completion of the renewal application process/steps and review. To qualify for contract renewal, the SCHOOL must meet or exceed 70% of the items listed in the Academic & Non-Academic Performance Measure: High Stakes Evaluation Measures document.

Oversight and Evaluation - Note: Information will be gathered throughout the school year during Informal Site Visitations, during the Formal Fall & Spring Site Visitations, during official/monthly Governing Authority meetings on the ZCHS campus, during monthly Board of Director meetings, during monthly Zanesville City Schools Board of Education meetings, with Stakeholder Groups through Survey/Interview, collection of documents, and during the “High Stakes Review/Evaluation.

Recommendations/Interventions/Improvement Plans – Any deficiency noted on the written “Current Contract Goals Review Checklist,” that is used to document the items listed above in “Oversight and Evaluation,” and will trigger a recommendation, an intervention, or an improvement plan based upon the severity of the item indicated as deficient. In addition to the written information listed on the “Current Contract Goals Review Checklist,” items listed as deficient will be discussed during the site visit feedback meetings, during ZCHS Governing Authority (SCHOOL) meetings and associated feedback form; during Zanesville City Schools Board of Education (SPONSOR) meetings and associated feedback form; and, during Board of Directors (COMBINED) meetings and associated feedback form.

Five-Year Projection and Spending Plan Attachment

May 2017 submission
009148

County: Muskingum

Zanesville Community High School

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2014 through 2016, Actual and
the Fiscal Years Ending June 30, 2017 through 2021, Forecasted

	Actual		Forecasted					
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
ng Receipts								
undation Payments (3110, 3211)	\$880,278	\$741,839	\$909,909	\$1,132,773	\$1,144,101	\$1,155,542	\$1,167,097	\$1,178,768
. for Services (1500)	1,992	1,157	435	0	0	0	0	0
io0, 1700)	0	0	0	251	450	450	450	450
830, 1840, 1850, 1860, 1870, 1890)	487	0	0	35	50	50	50	50
perating Receipts								
	\$882,757	\$742,996	\$910,344	\$1,133,059	\$1,144,601	\$1,156,042	\$1,167,597	\$1,179,268
ng Disbursements								
ries and Wages	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
mployee Retirement and Insurance Benefits	0	0	0	0	0	0	0	0
chased Services	892,607	1,017,099	1,067,878	950,799	1,059,307	1,080,363	1,101,848	1,123,770
plies and Materials	41,054	29,514	64,574	61,828	82,500	62,500	62,500	62,500
ital Outlay - New	0	718	16,141	0	1,000	1,000	1,000	1,000
ital Outlay - Replacement	0	0	0	0	0	0	0	0
er	5,426	8,590	6,716	5,518	6,750	6,750	6,750	6,750
perating Disbursements								
	\$939,087	\$1,055,921	\$1,155,309	\$1,018,145	\$1,149,557	\$1,150,613	\$1,172,098	\$1,194,020
if Operating Receipts Over (Under)								
ng Disbursements	-\$56,330	-\$312,925	-\$244,965	\$114,914	-\$4,956	\$5,429	-\$4,501	-\$14,752

Operating Receipts/(Disbursements)

Grants (all 4000 except fund 532) \$114,179 \$121,338 \$143,059 \$112,528 \$115,000 \$115,000 \$115,000 \$115,000

Fiscal Stabilization Funds (SFSF) xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx xxxxxx

	Actual		Forecasted						
	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	
Grants (3200, except 3211)	0	0	0	0	0	0	0	0	0
Grants (1820)	0	0	0	0	0	0	0	0	0
Income (1400)	921	614	0	920	610	610	610	610	610
Excess (1900)	0	0	0	0	0	0	0	0	0
Principal Retirement	0	0	0	0	0	0	0	0	0
and Fiscal Charges	0	0	0	0	0	0	0	0	0
's - In	0	0	0	0	0	0	0	0	0
's - Out	0	0	0	0	0	0	0	0	0
Nonoperating Revenues/(Expenses)	\$115,101	\$121,952	\$143,059	\$113,448	\$115,610	\$115,610	\$115,610	\$115,610	\$115,610

Operating and Nonoperating Receipts

(Under) Operating and Nonoperating Receipts \$58,771 -\$190,973 -\$101,906 \$228,362 \$110,654 \$121,039 \$111,109 \$100,858

Balance Beginning of Fiscal Year \$586,675 \$645,446 \$454,473 \$352,567 \$580,929 \$691,583 \$812,622 \$923,731

Balance End of Fiscal Year \$645,446 \$454,473 \$352,567 \$580,929 \$691,583 \$812,622 \$923,731 \$1,024,589

Operating Items for State Fiscal Stabilization Funds

urchased service contracts for professional & technical services, mileage, utilities,

I. Supplies, and Textbooks

the following:
lucational supplies, textbooks, library books, periodicals, office supplies, software, etc.
plies budgeted in all state & federal grants.
plies for lunchroom.
urchased new Google Chromebases in FY16 and FY17.
imates for FY17 and thereafter were estimated based on the three year history and needs.

Replacement Equipment (Capital Outlay)

the following:
ew equipment, replacement equipment, and other capital outlay items such as computers.
imates for FY17 and thereafter were estimated based on the three year history and needs.

Expenditures

the following:
udit costs, bonding costs and contract services for completing the GAAP accounting requirement.
imates for FY17 and thereafter were estimated based on the current history.

OPERATING REVENUE:

the following:
ederal lunchroom monies and federal grants such as Title I, Title VIB, etc.

interest income from active moneys on deposit.
was not transferred and recorded prior to June 30, 2016. FY16 amount is included with FY17.