



**COMMUNITY SCHOOL
SPONSORSHIP CONTRACT
FOR
Horizon Science Academy
Elementary School**

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**COMMUNITY SCHOOL SPONSORSHIP CONTRACT
FOR
Horizon Science Academy Elementary School**

This community school sponsorship contract (“Contract”), effective July 1, 2024, is entered into pursuant to the provisions of Chapter 3314 of the Ohio Revised Code between the Buckeye Community Hope Foundation, (“Sponsor” or “BCHF”) an Ohio non-profit corporation, and the Governing Authority of Columbus Horizon Science Academy Elementary School (“Governing Authority”), an Ohio non-profit corporation (collectively, the “Parties”).

WHEREAS, Ohio law permits the formation and operation of public community schools; and

WHEREAS, the Sponsor is authorized to sponsor community schools; and

WHEREAS, the School timely applied for the Sponsor to sponsor the School; and

WHEREAS, pursuant to the review of the School’s application for sponsorship, the Sponsor desires to enter into a sponsorship relationship through this Contract;

NOW, THEREFORE, in consideration of the mutual benefits provided hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. ESTABLISHMENT AND AUTHORITY

A. Authority to Operate & Term

- 1. Authority to Operate.** The Governing Authority shall operate a start-up community school as permitted by law, subject to applicable federal laws, state laws, and this Contract. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the Ohio Community School Law (R.C. Chapter 3314), Ohio Administrative Code, the United States Constitution, the Ohio Constitution, other relevant Federal and/or State law, and this Contract.
- 2. Term.** This Contract shall be for a five-year term beginning on July 1, 2024 and ending on June 30, 2033.
- 3. Open for Operation.** The School will be open for operation by September 30th of each School Year, unless the mission of the School is solely to serve drop-out students. If the School fails to open by September 30th in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out students.

4. School Agreements with Third Parties.

- a. The Sponsor is not liable for the debts of the School or the Governing Authority.
- b. The Parties agree that certain agreements represent significant and material transactions that must be provided in substantial form to the Sponsor for review and approval, which shall not be unreasonably withheld, at least five (5) business days prior to adoption by the Governing Authority. These agreements include:
 - (1) the purchase, sale, lease, or other disposition of any real property; and
 - (2) All agreements in excess of two hundred fifty thousand dollars (\$250,000.00) per year.

5. Bond. To the extent required by R.C. 3314.50 which only applies to schools that initiated operation on or after February 1, 2016, the Governing Authority must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or cash deposit, the School's operator may provide a written guarantee of payment obligating the Operator to pay the costs of audits of the School up to an amount of Fifty Thousand Dollars (\$50,000) and shall be binding upon any successor entity that enters into a contract to operate the school. Unless agreed to otherwise, the Sponsor shall not provide a written guarantee pursuant R.C. 3314.50.

6. Independent Attorney. The School shall comply with R.C. 3314.036, which provides "[t]he governing authority of a community school shall employ an attorney, who shall be independent from the school's sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school's contract with the sponsor or the school's contract with the operator."

B. Corporate Formalities

1. Establishment. The School shall be established as either: (1) a nonprofit corporation established under R.C. Chapter 1702, if established prior to April 8, 2003; or (2) a non-profit public benefit corporation established under R.C. Chapter 1702, if established after April 8, 2003. The School shall remain in good standing as a non-profit or public benefit corporation pursuant to Chapter 1702 of the Revised Code for the entire term of this Contract.

2. Tax Exempt Status. The School may apply to be a tax-exempt organization

under section 501(c)(3) of the Internal Revenue Code. Upon obtaining tax exempt status, the School must provide its status determination letter to the Sponsor within ten (10) business days of receipt.

3. **Documentation.** Prior to either party approving this Contract and as a part of the School's Comprehensive Plan, the School shall provide the Sponsor a copy of all current Corporate Documents. Any modification to or renewal of a Corporate Document during the School Year shall be provided to the Sponsor within ten (10) business days of said modification or renewal. Corporate Documents are defined to include:

- a. The Certificate of Incorporation;
- b. The Articles of Incorporation;
- c. Appointment of Statutory Agent;
- d. The Code of Regulations;
- e. Taxpayer Employer ID Number; and
- f. the IRS Tax Determination Letter, if applicable.

C. Location

The School is authorized to operate at **2835 Morse Road, Columbus, Ohio 43231** which shall be the School's primary location ("Primary Location"). The Primary Location may not change without modification to this Contract.

1. Prior to the School entering or renewing any lease or purchase agreement for real property ("Property Agreement"), the Sponsor shall have the right to: (i) inspect and approve the property, provided that such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution consistent with Article I, Section A (4) of this Contract.
2. The School shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The Governing Authority may not enter into a lease with a Management Company for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and accepted by the Sponsor.
3. Each Property Agreement and any modification or renewal thereof shall be provided to the Sponsor upon execution.

4. Consistent with R.C. 3314.03, **Exhibit 1** contains an addendum outlining the facilities the School will use for instructional purposes, including: (a) a detailed description of each facility used for instructional purposes; (b) the annual costs associated with leasing each facility that are paid by or on behalf of the School; (c) the annual mortgage principal and interest payments that are paid by the School; and (d) the name of the lender or landlord, identified as such, along with the lender or landlord's relationship to the Operator, if any.
5. Every new or renewed lease must contain a governmental fund-out clause.

D. Dispute Resolution

Except for a dispute arising under Article XI, Section B, regarding expiration, probation, non-renewal, suspension, and termination, the Parties shall use the following dispute resolution procedure for any dispute regarding or arising from this Contract or any issue related to the School:

1. The Parties shall attempt to resolve any dispute by holding an informal meeting between a designee of the Sponsor and President or other designee of the Governing Authority.
2. If the Parties cannot resolve the dispute, the matter shall be submitted to a qualified, mutually selected, mediator for mediation. The Parties shall equally split all fees or costs of any third-party mediator. The Parties will make every attempt to resolve such disputes through mediation.

E. Organizational Plan

The Governing Authority must provide the organizational structure and relationships between the management/administration, employees, and Governing Authority in a chart as well as a narrative describing the working relationships of each entity. This shall be submitted as part of the Comprehensive Plan and is subject to Sponsor approval, which shall not be unreasonably withheld. Any modifications to the organizational plan must be submitted to the Sponsor in writing prior to implementation.

F. Operator Agreements

1. The School may enter into a contract with an Operator ("Operator Agreement"). As used in this Contract, the term Operator is consistent with how the term is defined in R.C. 3314.02(A)(8), which as of the execution of this Contract means either (a) an individual or organization that manages the daily operations of the School pursuant to a contract between the Operator and the Governing Authority; or (b) a nonprofit organization that provides

programmatic oversight and support to the School under a contract with the Governing Authority and that retains the right to terminate its affiliation with the School if the School fails to meet the organization's quality standards.

2. Prior to entering into an Operator Agreement, the School shall retain an attorney, who is independent of the Operator with which the School is contracting, for negotiation of the Operator Agreement in accordance with R.C. 3314.036.
3. As of the execution of this Contract, the School represents that it is not contracting with an Operator. If the Governing Authority proposes (a) to enter into another Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the School without an operator, the Governing Authority shall notify and obtain the approval of the Sponsor and submit all information necessary to propose a modification to this Contract.
4. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the Sponsor within ten (10) days of execution. The Sponsor's receipt of the foregoing does not constitute the Sponsor's opinion regarding the legality of the terms of the Operator Agreement by and between the School and the Operator, and is not binding upon the Sponsor. The Operator Agreement shall at all times comply with this Contract, State law, and Federal law.
5. Each Operator Agreement must:
 - a. Afford the School adequate resources to pay professional fees to resolve any controversies between the Operator and the Governing Authority;
 - b. Include criteria to be used for early termination of the Operator Agreement and required notification procedures and timeline for early termination of nonrenewal of the Operator Agreement, in accordance with R.C. 3314.032(A); and
 - c. Stipulate which entity owns all community school facilities and property, including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or Operator, in accordance with R.C. 3314.032 and 3314.0210.
6. All moneys the Operator loans to the School, including facilities loans or cash flow assistance, must be accounted for in the School's annual budget,

documented and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(3).

7. If the Operator provides services to the School in excess of twenty percent (20%) of the School's gross annual revenues, then the Operator must provide a detailed accounting of the nature and costs of the services it provides to the School, in accordance with R.C. 3314.024 (A). This information must be included in the footnotes of the financial statements of the school and be subject to audit.
8. When an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to the Operator by the School as payment for services rendered, such property is property of that School and is not property of the Operator.
9. If the School closes and ceases its operation as a community school, any property that was acquired by the Operator on behalf of the school shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.
10. If the Governing Authority does not engage an Operator, the Sponsor may require the Governing Authority to interview, select, and enter into an operator agreement if the Sponsor determines at its sole discretion that an operator is necessary due to the Governing Authority abandoning or breaching its duties in a manner that is likely to cause immediate or irreparable harm to the School and/or its students. If the School has an existing agreement with an operator for services and the Sponsor reasonably deems, at its discretion, that due to material mismanagement, poor governance or performance, it is advisable or necessary that the School engage a new operator or consultant the Sponsor may require that the Governing Authority interview, select, and enter into a new or different agreement for such services, and such operator and services contract must be approved by the Sponsor as a modification to this Contract. prior to requiring the Governing Authority to engage with a new operator, the Sponsor shall provide the Governing Authority with written notice of the Sponsor's concerns with particularity, and the Sponsor shall allow the School and the operator sixty (60) days to cure any defects or to provide a plan to cure the defect to the satisfaction of the Sponsor.

II. GENERAL COMMUNITY SCHOOL REQUIREMENTS

A. Compliance with Ohio Law

1. To the extent required by R.C. 3314.03, the School shall comply with the following sections of the Revised Code as if it were a school district:

Sections 9.90 [Purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees summoned for jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712, [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3302.037 [notice of report card results to parents and board], 3313.472 [parental/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.539 [concussion and head injuries], 3313.5310 [information and training regarding sudden cardiac arrest], 3313.5318 [mental health training for coaches], 3313.5319 [cash payments at school-affiliated events], 3313.608 [third grade reading guarantee], intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6015 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], 3313.6024 [reporting prevention-focused programs], 3313.6025 [peace officer interaction training], 3313.6026 [FAFSA data sharing agreement], 3313.6028 [literacy curriculum], 3313.6029 [parental notification of a student assessment results], 3313.643 [eye protective devices], 3313.648 [prohibition of payment of incentive to enroll], 3313.6411 [school report card provided to parent upon enrollment of student], 3313.6413 [free feminine hygiene products], 3313.66, [suspension, expulsion, removal, exclusion] 3313.661 [policy regarding discipline], 3313.662 [suspension, expulsion, removal, exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention initiatives]; 3313.668 [removal from school based on absences]; 3313.669 [threat assessment teams], 3313.6610 [registration with SaferOH tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with peanut or other food allergies], 3313.7112 [diabetes], 3313.7117 [individualized seizure action plans], 3313.721 [health care for students], 3313.80 [display of flag], 3313.814 [food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements concerning sale of food and beverages], 3313.818 [breakfast programs], 3313.819 [free school meals], 3313.86 [review of policies and procedures to ensure safety], 3313.89 [online education and career planning tool]; 3313.96 [missing children], 3319.238 [financial literacy license validation], 3319.073 [child abuse prevention training], 3319.077 [professional development

for dyslexia], 3319.078 [multi-sensory structured literacy certification process]. 3319.0812 [pre-service teacher permit], 3319.318 [illegally assisting a sex offender in attaining school employment], 3319.321 [confidentiality of student information], 3319.324 [student record transfer], 3319.39 [criminal records check], 3319.393 [educator profile database consultation], 3319.391 [applicants and new hires criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraint, and seclusion], 3320.01 [definitions], 3320.02 [general provisions], 3320.03 [rights of students to engage in religious expression with assignments], 3321.01 [admittance to kindergarten, first grade], 3321.041 [requirements related to out-of-state enrichment or extracurricular activities], 3321.13 [duties of teacher or superintendent upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [enforcement proceedings], 3321.19 [examination into cases of truancy], 3321.191 (unless the School is an internet- or computer-based community school that does not qualify for a dropout prevention and recovery report card, in which case the School must comply with 3314.261) [habitual absence, truancy], 3322.20 [Ohio computer science promise program], 3322.24 [high school credit for courses in Ohio computer science promise program], 3323.251 [dyslexia screening measure], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], 5502.262 [school emergency management plans], 5502.703 [Ohio school safety and crisis center], and 5705.391 [spending plan].

2. To the extent required by R.C. 3314.03, the School shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.
3. To the extent required by R.C. 3314.03, the School shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
4. To the extent required by R.C. 3314.03, the School, unless it is an e-school, shall comply with R.C. 3313.801 as if it were a school district.
5. To the extent required by R.C. 3314.03, the School, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, shall comply with R.C. 3313.6021 and R.C. 3313.6023 [CPR and AED training] of the Revised Code as if it were a school district.
6. If the School operates a preschool program that is licensed by the Ohio Department of Education and Workforce (“Department”) under R.C. Sections 3301.52 to 3301.59, the School shall comply with R.C. Sections 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under R.C. 3301.53.

7. The School shall comply with all other laws or rules that are or become applicable to Ohio community schools.

B. Prior Status

The School certifies that it was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Sponsor may terminate this Contract. For purposes of this Contract, the School will be considered to be a non-public chartered or non-chartered school if the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997.

C. Non-Sectarian

The School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

III. GOVERNING AUTHORITY

A. Composition

The Governing Authority shall be responsible for carrying out the provisions of this Contract. The Governing Authority shall have at least five (5) members. No person may serve on the Governing Authority if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation.

B. Roster

The School shall maintain and provide to the Sponsor a roster of the current Governing Authority members. The roster must include information used for Governing Authority business, including each member's name, mailing address, phone number, and email address.

C. Sponsor Prior Approval

1. No person shall be eligible to serve on the Governing Authority until he or she provides all information and documentation to the Sponsor as required under Article III, Section (D).
2. Each proposed member of the Governing Authority must be approved by the Sponsor prior to appointment as member counted for quorum and voting purposes pursuant to 3314.02(E). Such approval shall not be

unreasonably withheld, conditioned, or delayed.

D. Required Documentation

1. The School shall require each Governing Authority member to provide the documents identified below.
 - a. A signed consent to release BCI and FBI background check results to the Sponsor.
 - b. A copy of the results of both a BCI and FBI background check, which must be repeated every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated.
 - c. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the Governing Authority.
 - d. A signed annual conflict of interest and disclosure statement, on a form prepared by or approved by the Sponsor.
 - e. A list of all other Ohio community school governing authorities on which the person currently serves.
2. The Governing Authority agrees to supplement the above information if such information changes during the School Year.

E. Public Availability of Governing Authority Information

To promote transparency, the Governing Authority agrees to make the following information available at a publicly accessible area in the School's administrative office and on the School's website: (1) a current list of the Governing Authority members and officers, (2) the contact information of the Governing Authority members for Governing Authority business, and (3) the schedule and location of each Governing Authority meeting.

F. Training

The Governing Authority agrees to have its members attend training and receive technical assistance as required by law and this Contract.

1. All Governing Authority members must attend training each school year as prescribed by their sponsor. Training must include training on public records and open meetings as required by R.C. 3314.037.

2. New Governing Authority members must make themselves available to participate in new member training provided by the Sponsor within thirty (30) days of appointment.
3. As part of its Comprehensive Plan, the Governing Authority must submit an annual Governing Authority training plan.

G. Conflicts of Interest

The Governing Authority shall adopt a conflict of interest policy that addresses Ohio's public official ethics and conflicts rules (to the extent that these laws and rules are applicable to community schools), corporate conflict rules, and if applicable, Internal Revenue Code conflict rules. The policy shall be provided to the Sponsor upon request.

H. Meetings

1. The Governing Authority must hold a minimum of six (6) regular meetings per School Year. These meetings must be held on at least a bimonthly basis. A majority of the Governing Authority's regular meetings must be held within 50 miles of the school's Primary Location, or within the same county as the Primary Location as permitted by Ohio law. The Governing Authority shall allow the Sponsor's representative to be present during all executive sessions unless either discussing pending or imminent litigation against the Sponsor or matters involving attorney-client privilege. To the extent that maintaining confidentiality does not violate any duty upon the sponsor, the sponsor representatives shall maintain confidentiality of the executive session.
2. A majority of members of the Governing Authority shall constitute a quorum for purposes of conducting official business.
3. The School agrees to provide the Sponsor with a written notice of each Governing Authority meeting pursuant to the schedule specified below and further agrees to provide a copy of the agenda when it is provided to Governing Authority members.
 - a. Notice of regular meetings shall be provided promptly upon being approved and at least ten (10) business days prior to each meeting.
 - b. Notice of a special meeting shall be provided as soon as feasible upon being scheduled and at least twenty-four (24) hours before each meeting.
 - c. Notice of an emergency meeting shall be provided immediately

upon being scheduled.

I. Payment to Sponsor

1. Pursuant to the R.C. 3314.03(C), the Governing Authority agrees to pay the Sponsor three percent (3%) of the total amount of payments for operating expenses that the School receives from the State in consideration for providing monitoring, oversight, and technical assistance to the School. Such payments shall be paid based on invoices from the Sponsor and shall be paid within 30 days of receipt of the invoice. .
2. If the School is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the Sponsor shall repay the Governing Authority the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the School. The Sponsor shall have the option of completing repayment (a) within thirty (30) business days from written demand from the School or (b) in monthly installments for up to the entire term of the School's then current sponsorship contract.

J. Insurance

Comprehensive general liability, errors and omissions, business interruption and other miscellaneous insurance coverage (as per School policy) at all times shall be maintained by the Governing Authority for the School, itself, and its employees, in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate with an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than Five Million Dollars (\$5,000,000). The insurance coverage shall be not only for the School and the Governing Authority and its employees but also for the Sponsor as an additional insured and certificate holder. The policy or certificate of insurance shall be provided to the Sponsor upon request. The Governing Authority shall provide evidence of such coverage annually and the insurer shall notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage, however such updates will not require or constitute a modification to this Contract. The Governing Authority shall also maintain directors and officers' liability, errors and omissions, and business interruption insurance coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

K. Governance Plan

The process by which the Governing Authority will be selected in the future is outlined in the School's Code of Regulations, which shall be submitted to the Sponsor as part of the School's Comprehensive Plan. The School's Comprehensive Plan shall detail the School's management and administration as required by 3314.03 (B).

IV. REPORTING AND RECORDS

A. Annual Report

1. The Governing Authority shall create an annual report that includes the School's financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the Sponsor regarding the performance of the School. The School must submit a draft of the report to the Sponsor for review within three (3) months after the prior School Year and the School must submit the final report to the Sponsor and parents no later than four (4) months after the prior School Year.
2. To the extent R.C. 3314.023 requires the Sponsor to complete an annual report of the School, the Governing Authority agrees to make the annual report received from the Sponsor available to each parent by December 31st of each School Year.

B. Additional Reporting

1. **Sponsor Requests.** Unless specified otherwise, the Governing Authority and/or the School shall provide responses to reasonable requests from the Sponsor within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the Sponsor, except for a health or safety emergency which must be cured immediately and which may be grounds for termination of this Contract.
2. **Findings for Recovery.** Annually, the Governing Authority shall report to the Sponsor any findings for recovery issued by the Auditor of State against any member of the Governing Authority, the school Treasurer, the Operator, if applicable, or any employee of the School with responsibility for fiscal operations or authorization to expend money on behalf of the School, including those hired by the Operator. The School shall respond within within three (3) business days to the Sponsor's inquiries regarding such information.
3. **Operator.** If the School contracts with an Operator, the Governing Authority shall include details regarding the financial data and operations of the Operator the School's Annual Report.

C. Access to Records

1. The Governing Authority, School, and Sponsor agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"), and 34 CFR Part 99, the Sponsor is an authorized representative of a state educational authority and the School is permitted to disclose to

the Sponsor personally identifiable information from an education record of a student without parent consent (or student consent where applicable) and that the Sponsor is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. Accordingly, the School agrees to grant the Sponsor Complete Access to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the School or its agent(s) (including education management companies or charter management companies serving as the School’s management company) that is reportable to the Department or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and the Education Management Information System. “Complete Access” shall include, subject to FERPA, the ability to inspect and copy paper and electronic records at the School and the School or its agents(s) shall provide usernames and passwords where applicable to enable the Sponsor to review applicable records.

2. The Sponsor agrees to comply with FERPA and regulations promulgated thereunder and warrants that it shall use reasonable methods to limit Sponsor employee access to only those records in which they have legitimate educational interests and that, as required by law, the Sponsor will destroy the educational records when no longer needed for the purpose outlined in this Contract, or otherwise needed under state or federal law or any applicable court order.
3. The Sponsor is responsible for all reasonable costs or damages that result from the Sponsor’s failure to comply with FERPA, or the Sponsor’s failure to comply with other state and federal laws regarding the privacy of education records and the obtaining of criminal records checks.
4. The Sponsor is responsible for any liability or adverse consequence(s) to the School resulting from an accidental or other deletion, release, or alteration of information or data systems of the Department as a result of such access if caused solely and directly by the Sponsor, its employees, or its contractors.
5. Subject to Paragraph 1 of this Section, the School agrees to provide the Sponsor access to the State’s Report Portal, the school’s norm- referenced testing portal, Educational-Value Added Assessment System (“EVAAS”) data, and other school data necessary for the Sponsor to fulfill its obligations.

D. Material Adverse Effect Notification

The Governing Authority must immediately report to the Sponsor knowledge of any

event or circumstance that may have a material adverse effect on the School. The Governing Authority also must report to the Sponsor knowledge of any potential litigation or litigation against or affecting the School within three (3) business days of such knowledge.

V. ADMISSIONS, ENROLLMENT, AND WITHDRAWAL

A. Authorized Grades

The School is authorized to provide learning opportunities for grades kindergarten through fifth to a minimum of twenty-five (25) students for a minimum of Nine Hundred Twenty (920) hours per school year. The School will be serving grades kindergarten through eight for the first year this agreement. After the first School Year, the School may add grades with the Sponsor's prior written consent. The Governing Authority must provide the Sponsor with a Governing Authority adopted resolution stating the intent of the School to add a grade or grades, along with any required updates to the Education Plan, Budget, Fiscal Plan, Comprehensive Plan, or any other certifications required by the Sponsor designed to meet the needs of the students served by the additional grades.

If the School operates as an internet- or computer-based community school, the School shall comply with applicable enrollment limits as prescribed by R.C. 3314.20.

B. Admission Standards and Policy

1. The School shall comply with the admission standards and procedures specified in R.C. 3314.06 and R.C. 3314.061.
2. The Governing Authority must adopt a policy regarding the admission of students who reside outside the district in which the School is located. That policy shall comply with the admissions standard specified in R.C. 3314.06 and R.C. 3314.061. At the sole discretion of the Governing Authority, the admission policy shall do one of the following: (a) prohibit the enrollment of students who reside outside the district in which the School is located; (b) permit the enrollment of students who reside in districts adjacent to the district in which the School is located; or (c) permit the enrollment of students who reside in any other district in the state. At its sole discretion, the Governing Authority has identified that it will enroll students who reside in any district in the state.
3. Admission to the School shall be open to any individual age five (5) to twenty- two (22) entitled to attend school pursuant to R.C. 3313.64 or R.C. 3313.65 in a school district in the state, except that pursuant to R.C. 3314.06, the School may limit admission to students who have attained a certain grade level, are within a certain age group, who meet a definition of at-risk as defined in the Educational Plan (**Exhibit 2**), who reside in a

specific geographic area, or to separate groups of autistic and nondisabled students. Such geographic limitations, if any, are specified in Article V, Section B(2). Such grade level limitations, if any, are specified in Article V, Section (A).

4. The School's admission procedures must specify that the School will not discriminate in its admission of students to the School on the basis of gender, race, creed, religion, color, national origin, sex, or disability, and will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except as permitted by law.
5. The School shall provide a non-discrimination notice in annual reports, student/parent handbooks, enrollment materials, and marketing materials.
6. Upon the identification or admission of any disabled student, the School shall comply with federal and state laws regarding the education of disabled students.

C. Notice upon Enrollment

Upon enrollment of a student, the Governing Authority must distribute to the student's parent the statement required pursuant to R.C. 3314.041, and the School's most recent report card.

D. Enrollment, Attendance, and Dismissal

1. **Enrollment and Attendance.** The Governing Authority must adopt an enrollment and attendance policy that requires a student's parent to notify the School when there is a change in the location of the parent's or student's primary residence.
2. **Dismissal.** The Governing Authority must 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 (72) consecutive hours of the Learning Opportunities offered to the student.
3. The School's enrollment, attendance, and participation policies will be available for public inspection, posted on the School's website, and provided to the Sponsor upon request.
4. The School's attendance and participation records must be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted under and in accordance with the "Family Educational

Rights and Privacy Act of 1974,” 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under the act, and R.C. 3319.321.

E. Lottery

1. The number of students admitted to the School will not exceed the capacity of the School's programs, classes, grade levels, or facilities (“Capacity Restrictions”).
2. The Governing Authority shall adopt a policy that if the number of applicants exceed Capacity Restrictions, students shall be admitted by lot from all those submitting applications. Pursuant to Ohio law, preference shall be given to students attending the School the previous year and to students who reside in the school district in which the School is located. The policy may give preference (a) to siblings of students attending the School the previous year or (b) to students who are the children of full-time School staff members, provided the total number of students receiving this preference is less than five percent (5%) of the School's total enrollment. The policy must be provided to the Sponsor upon request.
3. The School shall provide written notice to the Sponsor of any lottery dates at least five (5) business days in advance so the Sponsor may attend.

F. Community Balance

The School shall develop ways to achieve a balanced enrollment reflective of the community it serves. The School shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The Parties recognize that community schools are schools of choice, and that parents and guardians ultimately choose where their students enroll. The Governing Authority shall annually assess and compare the School’s racial and ethnic demographic data with the community it serves and determine whether the School’s racial and ethnic balancing plan requires modification. Any modifications to the plan will be provided to the Sponsor for review.

G. Residence and Address Verification Policy

The Governing Authority shall adopt a student residence and address verification policy for students enrolling in or attending the School, which shall require a student’s parent to notify the School when there is a change in the location of the student’s primary residence. The policy must be provided to the Sponsor upon request.

H. Tuition and Fees

1. The School may not charge tuition for any student who is a resident of Ohio. The Governing Authority may be open on a tuition basis to any individual who is not a resident of Ohio to the extent permitted by law.
2. The School may not require contributions from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student intending to enroll or enrolled in the School.
3. Nothing in this Contract prevents the School from charging reasonable activity, class, book fees, or similar fees to the extent permitted by law.
4. The School may not require parents or guardians to volunteer at the School.

I. Student Discipline

1. The Governing Authority must adopt a policy regarding student suspension, expulsion, and permanent exclusion. The policy must meet the requirements of State and Federal law and specify the types of misconduct for which a student may be suspended, expelled, or removed and the due process guarantees afforded to the student. This policy must be provided to the Sponsor upon request.
2. The Governing Authority must adopt a policy regarding discipline, suspension, and expulsion of disabled students. This policy must be provided to the Sponsor upon request.
3. The Governing Authority must adopt a policy regarding positive behavioral interventions and supports/restraint and seclusion. The policy must be consistent with the requirement of State and Federal law and must be provided to the Sponsor upon request.

J. Enrollment Data

1. The School agrees to use appropriate student software for the purposes of reporting to the Department through its Educational Management Informational System (EMIS) pursuant to R.C. 3314.17.
2. The School is responsible for reporting data under R.C. 3301.0714. The School understands that the School and its employees may be subject to sanctions and penalties for noncompliance with R.C. 3301.0714 by the State of Ohio and the Sponsor.

VI. EDUCATIONAL PLAN AND PROGRAM

A. Educational Plan

The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per School Year. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of five (5) business days or more, either consecutively or cumulatively.

The School's Educational Plan, attached as **Exhibit 2**, describes:

1. the School's mission;
2. the characteristics of the students the School is expected to attract;
3. the ages and grades of the students;
4. the focus of the curriculum;
5. the Learning Opportunities that the School will offer, including classroom and non-classroom-based learning opportunities;
6. whether the School intends on seeking a STEM school equivalent designation;
7. whether the School is operating using a blended learning model and if so, assurances that it is providing all information required by R.C. 3314.03(A)(29)(a)-(g);
8. whether the School is operating a pre-school program, and if so (a) the characteristics of the students the School expects to attract, (b) the ages of children eligible for preschool admissions, (c) the preschool curriculum, and (d) a description of how the program complies with R.C. 3301.50-.59 and minimum preschool standards prescribed in the Ohio Administrative Code;
9. whether the School is operating as an internet or computer-based school and if so, assurances that it is following the national standards for quality online learning (NSQOL);
10. whether the School is operating an Adult Diploma program (22 plus); and
11. whether the School is operating a career-technical program and if so, provide descriptions for the pathways and/or industry credentials offered.

B. High School Core Curriculum

The School will comply with R.C. Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618 and 3313.6114, except that for students who enter ninth grade for the first time before July 1, 2010, the requirements in R.C. Sections 3313.61 and 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 governing authority of the community school rather than the curriculum specified in Title XXXIII of the 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 R.C. Sections 3313.61 and 3313.611 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 requirements prescribed in R.C. 3313.6027 and R.C. 3313.603(C), unless the person qualifies under division (D) or (F) of R.C. 3313.603. The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of R.C. 3313.603. Beginning with the 2018-2019 school year, the School shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the Department under division (J)(3) of R.C. 3313.603. Notwithstanding the foregoing, the School shall comply with alternative graduation requirements mandated by Section 3 of H.B. 491 for students entering ninth grade for the first time between July 1, 2014 and July 1, 2017.

C. Evaluations/Assessments

1. The School must administer all statewide achievement tests as required by law. At least twice annually, the School shall also administer one nationally-normed assessment in English Language Arts and Mathematics that is reasonably aligned to Ohio learning standards. In a format acceptable to the Sponsor, approval of which shall not be unreasonably withheld, the School must assess and keep initial benchmarks of all students so the Sponsor can review quarterly progress and make suggestions for academic improvement. Such assessments and intended benchmarking shall be identified in the Comprehensive Plan.
2. Reports of the results from any nationally normed tests and statewide achievement tests administered by the School must be presented by the school or operator personnel to the Governing Authority at the next scheduled meeting after the test results are received by the School. The presentation must be in a manner in which the Governing Authority can assess the progress and success of the School in meeting the Performance Measures outlined in **Exhibit 3** of this Contract.
3. The School will comply with R.C. 3302.04 and R.C. 3302.41, except that any action required to be taken by a school district pursuant to these sections shall be taken by the Sponsor.
4. The School shall develop a plan for intervention of all students not found proficient or on grade level. This plan shall be developed prior to the first day in which students attend class and shall be submitted to the Sponsor as

part of the Comprehensive Plan and is subject to Sponsor approval, which shall not be unreasonably withheld.

D. Operation Until End of School Year

Unless this Contract is suspended or terminated, the School must remain open to students until the end of the School Year in which the School intends to close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor.

VII. SCHOOL PERFORMANCE

The success of the School shall be evaluated in relation to academic, financial, and organizational/operational performance measures specified in the performance framework found in **Exhibit 3**, which includes the academic goals to be achieved, the method of measurement that will be used to determine progress toward those goals, which shall include statewide achievement assessments and academic performance standards, including but not limited to all applicable report card measures set forth in section R.C. 3302.03 or R.C 3314.017. The Board and Sponsor acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the school will be evaluated, to the extent possible, on available indicators from the framework, and the Sponsor may consider qualitative data from corrective action plan monitoring and biannual reviews.”

VIII. FINANCIAL STANDARDS

A. Financial Plan

The School’s Financial Plan, attached as **Exhibit 4**, establishes an estimated school budget for each year of the Contract and specifies the estimated per pupil expenditure for each such year.

B. Audit Standards

1. The School’s financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in Chapter 117 of the Revised Code. The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of State and the Department. The Governing Authority shall comply with the standards for financial reporting adopted under R.C.

3301.07(B)(2), and any other enhanced standards required by the Sponsor.

2. The School understands that the Sponsor is required to maintain a presence at any and all meetings with the Auditor of State. Accordingly, the School agrees to provide written notice to the Sponsor of the time, date, and location of the meeting to the Sponsor. Such notice must be provided within three (3) business days of receiving notification of a meeting.
3. If the School is declared unauditible pursuant to R.C. 3314.51, the Governing Authority shall suspend the Fiscal Officer and find an immediate replacement. If the Governing Authority has contracted with a management company the services of a fiscal officer, the Governing Authority shall cause the management company to suspend the Fiscal Officer and find an immediate replacement.
4. If the Governing Authority contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the Operator with which the School has contracted.

C. Fiscal Officer

1. The School shall have a designated Fiscal Officer and shall maintain internal financial controls in accordance with R.C. 3314.03. The Fiscal Officer must be employed by or engaged under a contract with the Governing Authority of the community school, except as otherwise permitted by law and approved by both the Sponsor and Governing Authority, approval of which shall not be unreasonably withheld. A copy of the Fiscal Officer's treasurer license must be provided to the Sponsor.
2. The Fiscal Officer must be bonded in an amount no less than Twenty-Five Thousand Dollars (\$25,000) or insured pursuant to R.C. 3.061. All money received by the School shall be placed in the custody of the Fiscal Officer. A copy of the Fiscal Officer's bond shall be provided to the Sponsor, the Governing Authority, and county auditor in which the School is located.
3. The School must provide a copy of any fiscal services agreement between a Governing Authority and a third party to the Sponsor. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the School's closure and final or special audit services. The fiscal services agreement must state that the Fiscal Officer is primarily responsible for all financial-related provision of the closing procedures should the School close.

4. Before changing the Fiscal Officer, the Governing Authority shall provide a copy of all required documentation for the new Fiscal Officer to the Sponsor. No person shall serve as Fiscal Officer until he or she provides all information and documentation to the Sponsor as required pursuant to this section to enable the Sponsor to affirm eligibility in accordance with Ohio law.
5. At the request of the Sponsor and to the extent possible, the Governing Authority will agree to remain in place, or designate the authority to one board member, until a final audit is completed if the School closes, and in such a case, the Fiscal Officer must remain fully authorized to proceed to close the School.

D. Borrowing

The School may borrow money to pay any necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School pursuant to R.C. 3317.22. The School may issue notes to evidence such borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School. The School may also borrow money for a term not to exceed fifteen (15) years for the purposes of acquiring facilities. All borrowing must be documented in a promissory note, and copies of all notes must be provided to the Sponsor within ten (10) business days of signing.

IX. STAFFING

A. Contracts

1. The Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract. No such contract of employment may extend beyond the expiration of this Contract. Notwithstanding, the School shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license under R.C. 3319.31 or if the individual entered into a consent agreement R.C. 3319.311(E) in which the individual agreed never to apply for a license after the date on which the agreement was entered into. The School shall provide the procedures regarding the disposition of employees of the School in the event this Contract is terminated or not renewed, which is attached as **Exhibit 4**.
2. The Governing Authority may enter into agreements with a third party to employ, administer, and hire teachers and non-teaching staff as necessary to carry out the School's mission and fulfill its duties in this Contract. All

such agreements shall address the disposition of staff in the event of nonrenewal, suspension, termination, or expiration of this Contract, which shall also be described in **Exhibit 4** of this Contract.

3. If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and School shall defend, indemnify, and hold harmless the Sponsor and its Board members, Superintendents, employees, and agents from liability arising directly out of any action or omission occurring during that person's employment by the Governing Authority and during such leave from the Sponsor. Nothing in this subsection, however, obligates this Sponsor to provide such a leave of absence.
4. If the School is the recipient of moneys from a grant awarded under the Federal Race to the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No 111-5, 123 Stat. 115, the School will pay teachers based upon performance in accordance with R.C. 3317.141 and will comply with R.C. 3319.111 as if it were a school district.

B. General Standards and Qualifications of Teachers

1. At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed to work in the School. Notwithstanding, if the School is an internet- or computer-based community school, the School shall retain an affiliation with any least one (1) full-time teacher of record licensed in accordance with R.C. 3314.03(A)(10).
2. The School's classroom teachers shall be licensed in accordance with R.C. Sections 3319.22 to 3319.31 or as otherwise authorized by law, except that the School may engage noncertificated persons to teach up to twelve (12) hours per week or forty (40) hours a week, if the individual is teaching an industry-recognized credential program at a dropout recovery school, pursuant to R.C. 3319.301.
3. Unless otherwise approved by the Sponsor, in writing, the ratio of enrolled students in each instructional period to full-time classroom teacher shall not exceed the ratios specified below. The School shall provide evidence of maintaining the ratios specified below at least ten (10) business days before the Opening of School and within ten (10) business days of the Sponsor's request. The maximum ratios are as follows:
 - a. Kindergarten through 3rd grade: twenty-five (25) to one (1), and

- b. 4th through 12th grade: twenty-seven (27) to one (1).
4. Upon Sponsor request, the School shall provide evidence of proper licensure for all employees and completed background checks for all school staff.

C. Chief Administrative Officer

The School's Chief Administrative Officer will be the School's leader as designated as the Superintendent in OEDS-R, The Chief Administrative Officer is responsible for the daily operations at the School, and will be listed as such in any State reporting System. The School shall notify the Sponsor of any change of Chief Administrative Officer within 3 days. Except with the prior written approval of the Sponsor, the School's Chief Administrative Officer shall be a resident of Ohio and is expected to be present in-person at the School on the majority of the days in which the School is open to Students.

D. Benefits

The Governing Authority shall make arrangements for providing health and other benefits to School employees and shall provide information on such benefits in the Financial Plan, attached as **Exhibit 4**, and to the Sponsor upon request. Such benefits may be amended with written notice provided to the Sponsor. If employees have collectively bargained pursuant to R.C. Chapter 4416, any provisions related to health and other benefits shall supersede this Contract. If an Operator, management company, or third party employs full-time staff placed at the School, the School shall provide a summary of benefits offered in **Exhibit 4**. The School shall comply with R.C. Chapters 3307 and 3309 ("STRS" and "SERS") as applicable.

E. Professional Development

1. The School shall provide a plan describing the professional development activities that are offered to School staff as a part of the School's Comprehensive Plan.
2. As required by R.C. 3314.037, the designated Fiscal Officer, the Chief Administrative Officer, and other administrative employees of the School and all individuals performing supervisory or administrative services for the School under a contract with the School's Operator shall complete annual training on the public records and open meetings laws.
3. Upon request from the Sponsor, the School shall provide evidence of staff participating in professional development.

X. COMPREHENSIVE PLAN

By August 1st of each school year, the School shall submit a comprehensive plan that contains all the documentation and information required pursuant to R.C. 3314.03(B) and this Contract (“Comprehensive Plan”). The Comprehensive Plan and its subparts are subject to Sponsor approval, which shall not be unreasonably withheld. The School may not implement any aspect of the Comprehensive Plan that conflicts with this Contract, unless and until the Parties modify this Contract to be consistent with the Comprehensive Plan. The Comprehensive Plan includes, but is not limited to, the following:

- Corporate Documents as required by Article I, Section (B)(3);
- The Organizational Plan as required by Article I, Section (E);
- The Governing Authority Training Plan as required by Article III, Section (F);
- The process for Selecting the Governing Authority (Code of Regulations) as required by Article III, Section (K);
- Management and Administration as required by Article III, Section (K) and R.C. 3314.03(B)(4);
- Evaluations and Intended Benchmarking as required by Article VI, Section (C)(1);
- The Plan for Student Intervention as required by Article VI, Section (C)(4);
- The Professional Development Activity Plan as required by Article IX, Section (E)(1);
- If the School is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion as required by R.C. 3314.03(B)(3);
- The School’s instructional program and educational philosophy as required by R.C. 3314.03(B)(4) and stated in Exhibit 2; and
- The School’s internal financial controls and copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority R.C. 3314.03(B)(5).

XI. SPONSOR RESPONSIBILITIES

A. Obligations

The Sponsor shall provide oversight, monitoring, and technical assistance to the Governing Authority and School, and the School shall cooperate fully with the Sponsor in all activities concerning oversight, monitoring, and technical assistance, including but not limited to the following:

1. Monitoring the School's compliance with all laws applicable to the School and with the terms of the Contract and providing technical assistance to the School in complying with applicable laws and this Contract. However, the Sponsor is not the School's legal counsel, and the School shall consult its own legal counsel for legal advice.
2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which shall be based on the performance standards specified in **Exhibit 3**, all applicable state report card measures, and any other analysis conducted by the Department or the Sponsor.
3. Reporting on an annual basis the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2) to the Department and to parents of students enrolled in the School.
4. Monitoring the financial and enrollment records of the School by meeting with the Governing Authority or Fiscal Officer at least once per month, and, within ten (10) days of each meeting, issuing a written report regarding the review to the Governing Authority and the Fiscal Officer.
5. Offering other activities, as determined by the Sponsor, specifically designed to benefit the School.
6. Consistent with R.C. 3314.023(E), taking steps to intervene in the School's operation to correct problems with the School's overall performance, declaring the school on probation status pursuant to R.C. 3314.073, suspending the operation of the School pursuant to R.C. 3314.072, or terminating the Contract pursuant to R.C. 3314.07 as determined necessary by the Sponsor. The Sponsor may, at its sole discretion, require a plan of action from the School to cure any issues or violations.
7. Having in place a plan of action to be undertaken in the event the School experiences financial difficulties or closes before the end of the School Year, which is attached as **Exhibit 5**. The Governing Authority acknowledges the purported obligations of the Sponsor in the Department's closing guidance and consents to the authority of the Sponsor to carry out those obligations, if needed, and agrees to not abandon its own statutory duties for closure.
8. Submitting annual assurances for the School to the Department no less

than ten (10) business days prior to the opening of the School's first year of operation or, if the school is not an internet- or computer-based school and changes the building from which it operates, the opening of the first year it operates from the new building pursuant to R.C. 3314.19.

9. To the extent required by R.C. 3314.025, reporting on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools.
10. Adhering to and complying with the Sponsorship Agreement with the Department to operate as a sponsor.
11. Upon request, assisting the Governing Authority in securing such technical assistance, training, and/or services from other entities as may be reasonably necessary.

B. Expiration, Renewal, Termination, Suspension, & Probation

1. **Expiration.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.
2. **High-Stakes Review.** The Sponsor shall perform a High-Stakes Review of the School prior to Contract renewal or at least every five (5) years. A High-Stakes Review is defined as a rigorous evaluation of the School's performance over the entire Term, including academic, financial, and organizational/ operational performance.
3. **Renewal Process.**
 - a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the Sponsor, the School may apply to the Sponsor for renewal of this contract.
 - b. During the School Year in which this Contract expires, the Sponsor shall provide the School with the renewal application, renewal application guidelines, and a list of required documentation.
 - c. Renewal is subject to a High-Stakes Review and the Sponsor's determination that the School has satisfactorily complied with this Contract and all applicable laws, that the School is financially and organizationally viable, and that the School's progress in meeting the Performance Targets in **Exhibit 3** of this Contract is satisfactory. Consistent with R.C. 3314.07, the Sponsor may choose to non-renew this Contract for any of the following reasons: (a) failure to meet

student performance requirements stated in this Contract; (b) failure to meet generally accepted standards of fiscal management; (c) violation of any provision of the Contract or applicable state or federal law; or (d) other good cause.

- d. By January 15 of the year in which the Contract expires, the Sponsor shall notify the Governing Authority in writing of whether the Sponsor intends to renew or non-renew this Contract.
 - e. Non-Renewal. If the Sponsor intends to non-renew this Contract, the notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the School may, within fourteen (14) days of receiving the notice, request an informal hearing before the Sponsor in accordance with the Sponsor's protocol for non-renewal informal hearing. Such request must be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Not later than fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to terminate or not renew the Contract.
 - f. Renewal. If the Sponsor intends to renew the Contract, the Sponsor may, with the agreement of the Governing Authority and in accordance with R.C. 3314.03(E), renew the contract upon terms agreed to by the Parties and for a period of time to be determined by the Sponsor.
4. **School Intention to Non-Renew.** If the School does not intend to renew this Contract with the Sponsor, the School shall notify the Sponsor in writing of that fact, including the rationale, at least one hundred eighty (180) days prior to the expiration of this Contract. Prior to notification, the Governing Authority must adopt a resolution at a properly noticed and held public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify the Sponsor. The School may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or at the sole discretion of the Sponsor, by an assignment of this Contract before its expiration date.
5. **Termination.** Consistent with R.C. 3314.07, the Sponsor may choose to terminate this Contract for any of the following reasons: (a) failure to meet student performance requirements stated in this Contract; (b) failure to meet generally accepted standards of fiscal management; (c) violation of any provision of the Contract or applicable state or federal law; (d) other good cause; or (e) The Board has suspended the Contract.
6. **Suspension and Probation.** The School may be placed on probationary

status pursuant to R.C. 3314.073 and may be suspended pursuant to R.C. 3314.072.

C. Sponsor Oversight/Discipline

- 1. Corrective Action.** Corrective action may be required at the discretion of the Sponsor, which may or may not place the School in a probationary status. The Sponsor reserves the right to require the Governing Authority to make any reasonable request geared toward improvement of weakness, which may include placing staff members on improvement plans, hiring school improvement coaches, developing and monitoring academic improvement plans, requiring additional academic supports to be implemented, requiring additional trainings, and requiring the Governing Authority to hire or replace an Operator. The Sponsor shall consider the financial position of the School when making such requirements and shall not require actions that cause undue financial hardship on the School.
- 2. Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, in the Sponsor's sole opinion and subject to Ohio Open Meetings law, and to appoint and/or dismiss some or all of a new Board of Directors for cause. As applicable to this Section, for cause is defined as conditions including but not limited to the following: repeated violations or uncorrected violations of open meetings, public records or ethics and conflicts laws; abandonment of Governing Authority responsibilities; material breach of this Contract; uncorrected chaos in operations of the School and/or School Governing Authority; inability to make decisions due to lack of quorum or deadlock in voting; one or more Directors exceeding authority; or, repeated disruption by one or more Directors. In all cases the Sponsor will limit this power of attorney to replacement and appointment to the extent Sponsor feels necessary to accomplish correction of the specific issue hampering the governance, operations or progress of the School. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

3. **Material Decrease in Enrollment.** A material and involuntary decrease in enrollment, excluding students who graduate mid-year, may be a sole good cause for nonrenewal, suspension, or termination at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.

XII. GOVERNING AUTHORITY ACKNOWLEDGEMENTS AND AGREEMENTS

The Governing Authority and School specifically acknowledge and agree to the following:

- A. The School shall submit to the Sponsor, upon request, a good faith deposit of Fifteen- Thousand Dollars (\$15,000) if the School receives a notice of intent to suspend, notice of intent to terminate, or a notice of closure, suspension, or upon a vote of voluntary closure by the Governing Authority. The deposit shall be used to cover any costs or fees which may be required to facilitate or effectuate closing of the School, including but not limited to: providing notices to parents; transferring files; changing of locks; securing assets; segregating or selling assets; and any fees, costs, or expenses for accounting, legal, or treasurer services incurred by Sponsor that is in any way related to the suspension, termination, or closure of the School, if it is actually suspended, terminated, or closed. The good faith deposit will be returned to the School or the State of Ohio in a reasonable time, without interest, if not used for these purposes by the Sponsor.
- B. In the event this Contract expires, is terminated, or is non-renewed, and the School is unable to or is prohibited from obtaining a new sponsor prior to the end of the School Year, the operation of the School will cease to operate as a community school and the following requirements and procedures apply regarding the Governing Authority and the School:
 1. If a collective bargaining agreement applies, the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
 2. Upon termination of this Contract by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the School, all equipment, supplies, real property, books, furniture, or other assets of the School shall be distributed in accordance with Ohio Revised Code Chapter 1702, 3314.015(E) and 3314.074, subject to and in accordance with any other applicable laws, rules or regulations. The School shall comply with all closing procedures included in **Exhibit 5**. Notwithstanding the foregoing, the Sponsor recognizes its obligation to

oversee closure.

3. To the extent practicable, the Governing Authority and its officers understand that and agree to remain in their positions, or designate an officer, agent, or the fiscal officer with the authority to carry out their responsibility for the non-fiscal closing procedures, and to maintain the licensed fiscal officer to be responsible for the fiscal-related closing procedures.
- C. At its sole discretion, the Sponsor may assume operation of the School under R.C. 3314.073(B) should the Governing Authority abandon its duties or breach its duties in a manner that is likely to cause immediate or irreparable harm to the School and/or its students.
- D. The entering into of this Contract and the oversight of the Sponsor of this Contract shall in no way implicate the Sponsor or render it liable or responsible for the acts or omissions of the Governing Authority or the School. The Governing Authority hereby indemnifies, defends and holds the Sponsor harmless from claims, demands, causes of action, threatened actions, losses, damages or costs related to the duties, services, acts or omissions of the Governing Authority or the School. Said indemnification and defense shall survive the expiration, non-renewal, suspension, or termination of this Contract. The Sponsor shall have no obligations to the School, the parents or to third parties, to the State of Ohio or the United States or to the public by way of this Contract or its sponsorship of the School.
- E. The Governing Authority and the School shall defend, indemnify and hold harmless the Sponsor and its Board, employees, officers and agents from any and all claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorney fees, damages, judgments, orders and liabilities of whatever kind of nature in law, equity, or otherwise, arising from any of the following:

 1. A failure of the Governing Authority and/or School or any of its officers, trustees, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or by this Contract;
 2. A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, negligent, or incomplete information or data to the Sponsor;
 3. A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party; and
 4. An action or omission by the Governing Authority and/or School or any of

its officers, trustees, directors, employees, agents or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or liabilities of any kind.

- F.** The Governing Authority recognizes the authority of the Department to suspend the operations of the School under R.C. 3314.072 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.
- G.** The Governing Authority recognizes the authority of the Department to take over sponsorship of the School in accordance with the provisions of R.C. 3314.015(C).
- H.** The School agrees that it will cooperate with the Sponsor to complete the appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in statute in the event the School is closed. Any refusal by the School to cooperate fully with the Sponsor will be considered a material breach of this Contract and may serve as the basis for injunctive relief.
- I.** The Governing Authority recognizes 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.
- J.** The Governing Authority acknowledges that the Department may withhold funding pursuant to R.C. 3314.19 and R.C. 3314.191 or as otherwise provided for by law.
- K.** The Governing Authority and School recognize that the Sponsor is required to perform certain monitoring and oversight duties pursuant to Ohio law, and the Governing Authority and the School agree to cooperate fully with the Sponsor in the performance of these duties. This includes, but is not limited to:
 - 1.** Annual file updates per checklist or other documents developed by the Sponsor.
 - 2.** An on-site visit prior to opening of each School Year.
 - 3.** On-site visits during the School Year.
 - 4.** On-Site School improvement diagnostic reviews performed by the Sponsor.
 - 5.** Monthly reviews of financial, enrollment records, and attendance monitoring.
 - 6.** Access to academic and financial data and data systems.
 - 7.** Other requests for information from the Sponsor, the Department of Education and Workforce, and/or the Auditor of State.

XII. MISCELLANEOUS

A. Definitions

1. "Opening of School" means the first day of each School Year in which students attend school.
2. "School Year" means the period of time beginning on the first (1st) of July and ending on the thirtieth (30th) of June the following year.

B. Severability

If any term, provision, or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed.

C. Notice

All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

Buckeye Community Hope Foundation
c/o Steven J. Boone, President
3021 E. Dublin-Granville Rd., Suite 200
Columbus, Ohio 43231

With a copy to:

Buckeye Community Hope Foundation
c/o Jennifer Schorr, Vice President of Education
3021 E. Dublin-Granville Rd., Suite 200
Columbus, Ohio 43231

If to Governing Authority or School to:

Attn: Michael Pratt, Board President
2835 Morse Rd.
Columbus, Ohio 43231

With a Copy to:

Murat Efe
2800 Corporate Exchange Dr, Ste. 215
Columbus, Ohio 43231

D. Headings

Headings are for the convenience of the parties only. Headings have no substantive meaning.

E. Exhibits

All Exhibits are attached and incorporated by reference into this Contract as an integral part of this Contract. A breach of any of the terms, covenants, conditions, and/or agreements of this Contract, including any Exhibits to this Contract, shall constitute good cause for discipline, correction, probation, termination, suspension, or non-renewal of this Contract.

F. Assignments

This Contract and its terms shall not be assigned or delegated without the written approval of the other party.

G. Third Party Beneficiaries

This Contract creates no third-party beneficiaries.

H. Entire Agreement and Modification

This Contract constitutes the entire agreement between parties. No changes or modifications to this Contract shall be valid and binding unless approved by both the Sponsor and the Governing Authority.

The parties expressly acknowledge that the Sponsor has an obligation to update this Contract periodically due to changes in law, rules, procedures, case law, or Ohio's accountability system, Sponsor Performance Review requirements, or other governmental mandates or best practices. The School agrees to modify this Contract at any time for those reasons.

Executed this 30th day of June, 2024.

GOVERNING AUTHORITY of Horizon Science Academy Elementary School:

By:  Michael Pratt
Governing Authority President


Date: 6/24/2024

With full authority to execute this Contract for and on behalf of the Governing Authority

and with full authority to bind the Governing Authority and the School.

SPONSOR:

BUCKEYE COMMUNITY HOPE FOUNDATION, an Ohio nonprofit corporation

By: 
Steven J. Boone, President

Date: 6/30/24

Exhibit 1
Addendum to Contract Providing Description of Facility

In accordance with the requirements of R.C. 3314.03, the school shall provide the following information:

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

1. A detailed description of each facility used for instructional purposes.

Horizon Science Academy Elementary School 2835 Morse Rd., Columbus, Ohio 43231	
School Building	25,412 sq. ft.
Full-size Classrooms	23
Library	0
Computer Lab	0
Science Lab	1
Partial Classrooms	7
Office Spaces	6
Gym	1
Playground	1

2. The annual costs associated with leasing each facility that are paid by or on behalf of the school.

Not Applicable

3. The annual mortgage principal and interest payments that are paid by the school.

Horizon Science Academy Elementary School	
Principal FY25	\$183,873
Interest FY25	\$68,110

4. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator.

The lender is Peoples Bank. The Operator has no relationship with the lender.

Satellite Location

1. A detailed description of each facility used for instructional purposes.

Horizon Science Academy Elementary School 2899 Morse Rd., Columbus, Ohio 43231	
School Building	32,000 sq. ft.
Full-size Classrooms	23
Music Room	1
Art Room	1
Science Lab	1
Partial Classrooms	6
Office Spaces	6
Gym	1
Playground	1

2. The annual costs associated with leasing each facility that are paid by or on behalf of the school.

Not Applicable

3. The annual mortgage principal and interest payments that are paid by the school.

Horizon Science Academy Elementary School	
Principal FY25	\$127,681
Interest FY25	\$69,675

The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator.

The lender is Peoples Bank. The Operator has no relationship with the lender.

Exhibit 2

Educational Plan

In accordance with the requirements of R.C. 3314.03, the School shall provide the following information:

1. Mission of the School.

Horizon Science Academy Elementary (HSACE) fosters an environment of inquiry and a love of learning so students are prepared to thrive in college and the world by offering high-quality, college-prep, STEM education.

2. Characteristics of the students the School is expected to attract. If the School plans to serve an at-risk population, please include here the definition, agreed upon by the Sponsor and the School, of at-risk.

As a non-selective charter public school, all students within the community will be eligible to enroll. The school anticipates serving a large population of at-risk learners, i.e. students who are behind their age-group peers in social-emotional and academic skills. The school identifies students' learning deficiencies through regular assessments and extends learning opportunities to all students by providing an engaging and effective curriculum and instructional program and differentiating instruction to meet learners at all levels. For those who need extra help beyond the regular school program, the school offers multiple interventions within the classroom and beyond, such as after-school tutoring, peer tutoring, and additional practice to address deficiencies.

The school meets all state and federal laws (such as Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) in serving students with special needs. The school implements strategies and personnel, such as employing an appropriately licensed special education teacher or teachers, paraprofessionals, a special education director to assist with creating and implementing Individual Education Plans (IEP); offering to tutor; and providing supportive special education technology in the classrooms.

Strategies to meet the educational needs of English Learners and Students with Disabilities are similarly in place. Students with limited proficiency in English achieve proficiency through the use of our school's services, teaching methods and resources that meet the Ohio State Standards. The school hires EL certified teachers as needed and adapts staffing to meet the needs of the student population. The school ensures that EL (English Learners) students are not excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction.

3. Ages and grades of the students.

HSACE will enroll students in grades PK to 5th grade with approximate age level of these students from 4 to 12.

4. Focus of the curriculum.

HSACE implements a standards-based, college-preparatory curriculum giving the staff flexibility to adapt instructional strategies to meet the needs of the students. Curriculum maps and unit plans provide the framework for the detailed weekly lesson plans that the teachers complete with their grade-level partners. The Student Information System, Learning Management System, and Lesson Plan System makes plans accessible by all staff members throughout the network to collaborate. These plans specify the daily activities and assessments that teachers use to teach and measure progress and to ensure that all homework and class work are aligned to standards.

Students in all grade levels are provided with instruction through innovative, student-centered learning. Classroom teachers consistently reflect and assess daily instruction through formative and summative assessments. The educational program for each grade level consists of up to 120 minutes of ELA (including Writing), 90 minutes of math, and 45 minutes each of science and social studies. As stated in the previous section, our curriculum has been designed in alignment with the Ohio Academic Standards by Concept School's curriculum team. Within Concept Schools, a committee was established to map the curriculum to the standards reviewing sample guides from publishers and other supplemental materials.

Horizon Science Academy Elementary School is a Kindergarten through 5th grade, college-preparatory public charter school that focuses on STEM education: science, technology, engineering, and mathematics. The school offers explicit structured instruction in reading/English Language Arts, mathematics, science, social studies, physical education, art and music. In addition, supplementary instruction, tutoring, and enrichment are offered to students tailored to their needs and interests.

HSACE utilizes Powerschool applications as the school information system/ learning management system that provides access to master curricula prepared by experts at the central office and all other curricula of all teachers within the network in all grades and subjects. Concept Schools Curriculum Directors of each subject area, create the scope and sequence, guides teachers with the pacing, and selects and reviews the resources. They provide continuous professional development by visiting each region/school a couple times a year or via digital communication. Teachers are responsible for collaborating and creating their lesson plans and assessments according to the state standards, student data and the curriculum provided. Concept Schools Curriculum directors update and revise the curriculum according to new data, programs, needs, and resources every year. Teachers provide feedback through reflection regarding their experiences with each unit in the curriculum. School administration and regional district personnel support teachers in the implementation of the curriculum and instructional strategies.

The English Language Arts, Math, Science and Social Studies curriculums utilize curriculum based on Ohio State Standards. Through curriculum and vendor assessments, specific Tier 1, Tier 2 and Tier 3 lessons include progress monitoring assessments and benchmark and unit tests. A variety of supplemental resources are implemented to support core content curriculum instruction including EL curriculum. A comprehensive EL curriculum supporting Ohio State Standards includes integrated, lesson-specific supports for EL Learners while addressing language assessment needs. The Science curriculum is based on the 5E model and relies on the resources and instructional tools that offer a variety of hands-on projects to simulate real world experiences

and global application. Many of our field trips are also aligned to the Ohio Science standards. Project-based learning is utilized for all students' learning needs.

HSACE uses a universal screener/vendor assessment approved by the Ohio Department of Education and Workforce for both Math and Reading. The assessment/screener data is one piece of the data that is used to determine students' instructional priorities and needs. Students are also screened. Students are also screened for Social Emotional Learning needs to determine intervention needs and priorities. In addition, PBIS is incorporated into the instructional model .

As teachers work with the master curriculum provided in the Student Information System and the Learning Management System, they modify lesson plans according to the needs of their students. The overall individualized approach of the school allows teachers to group students and use differentiated approaches to meet student needs. To meet the needs of students with disabilities, the special education department uploads all accommodations for each student with an IEP. Classroom teachers or subject teachers see the accommodation in their curriculum and make necessary adjustments to instruction as needed. Special education teachers, Title and EL teachers collaborate with classroom teachers or subject-area teachers. They follow the curriculum and plans of the classroom teacher but provide different research-based strategies and resources to accommodate students' individual needs.

- 5. Description of Classroom Based and Non-classroom-Based Learning Opportunities.** Please provide a summary of the learning opportunities that will be offered to students (both classroom and non-classroom-based opportunities) that are in compliance with criteria for student participation established by the Ohio Department of Education under (H)(2) of Section 3314.08 of the Ohio Revised Code. *Please note: Non-classroom-based learning opportunities include: Credit Flex or College Credit Plus; field trips with academic enhancement component; tutoring; post-secondary enrollment; career; learning on contingency days or while a student is suspended/expelled; internet or independent study; or other applicable programming.*

Horizon Science Academy Elementary realizes that many of our public schools located in poverty areas are in crisis. To undertake this challenge and close achievement gaps, the school will personalize education by supporting the development of meaningful, sustained relationships among teachers, students, and parents; set clear, coherent goals and expectations that are well communicated to students and parents; and provide opportunities for students to complete real-life, meaningful projects that students can relate to amongst other personalized activities.

Our school design can meet the needs of students with different academic backgrounds. The overarching philosophy of Concept School Design is the belief that “intelligence is not an innate ability” rather “achievement is the outcome of effort which is driven by motivation.” Therefore, academics are engulfed in rich and meaningful auxiliary programs to motivate our students and change their attitudes toward schooling and education. Details regarding the HSACE school design are provided throughout this section.

The HSACE's standards-based and college-preparatory curriculum provides a diverse population of students with an outstanding education focused on science, technology, engineering, and math.

The curriculum is designed to ensure 100% student proficiency on Ohio Academic Standards in Math, Science and English Language Arts.

As noted above, HSACE educational program model brings together best-practices in math, reading and science education, helping us to achieve our goal of empowering students with high intellectual standards as they prepare for college, careers and citizenship in the global economy. The core features of our school include:

- Personalization – Through our small class sizes, we personalize relationships between teachers and students. Each student has daily, individualized support for achieving milestones toward their own goals and school goals.
- High Standards and Performance-based Assessments – HSACE has clearly defined high expectations for academic achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff create and reinforce a culture of achievement and support, through a range of formal and informal rewards and consequences for academic performance and behavior. With an extended school day, week, and year, students have more time in the classroom to acquire the academic knowledge and skills that will prepare them for competitive colleges.
- Adaptive Pedagogy – Through small class sizes, individualized learning, and multiple instructional strategies HSACE can expect students to achieve a level of academic performance that will enable them to succeed in the nation's best colleges and the world beyond.
- Multicultural teaching – Through exposing our students to a rich diversity of American and international teachers HSACE promotes respect for diversity and creates a context in which teachers and students' experiences can be understood, appreciated, and connected to the curriculum.
- Knowledgeable and highly qualified teachers - We will recruit highly qualified math and science teachers that will be among the brightest, talented in their field. Many will have advanced degrees and understand the multifaceted needs of different learners.
- Collaborative planning and professional development – Curriculum integration is fostered through professional development, team-teaching, and grade-level collaboration.
- Family and Community Connections – Students, their parents, and our faculty choose to be a part of our school. Therefore, everyone must make and uphold a commitment to the school and to each other to put in the time and effort required to achieve success. These include Community Breakfasts, International Dinners, Parent-Teacher Organization, home visits and Student-Centered Exhibits.
- HSACE home visits program provides an opportunity for the school, family, and local social services to work together towards ensuring the success of all our students. Our administration and faculty will understand that great schools require a high level of student, parent, and community involvement.
- Authentic Curriculum – Our standards-based curriculum blends explicit structured teaching, project based learning, collaborative learning, and problem-based learning.

These strategies are being employed at Concept Schools throughout the Midwest which have similar demographics to that proposed for HSACE, so we are very confident in our ability to succeed using this model in Columbus to complement the other Concept-managed schools located in Ohio.

Over the course of a 180-instructional school days calendar (or 1,080 instructional hours), a typical school day at HSACE begins at 7:45 am and ends at 2:45 pm, with after school activities and clubs generally ending around 3:30 pm. The school calendar also allows for 13 days of professional development during the school year, including Summer Institute, a concentrated 5 day block of full-time teacher training and development that occurs every August before school starts. Summer Institute is a great opportunity for teachers to reconnect and hone their skills as a team before the school year begins.

Additional key aspects of the HSACE program include:

- **School Information System:** HSACE will grant access to the school information system, which allows parents, students, and teachers to access the grades immediately. The Student Information System is accessible on any device using the website and/or app. Teachers will submit student grades along with homework, assignments, and student feedback. Parents will have instant access to the child's grades, missing homework assignments, attendance and discipline referral records.
- **Technology in the classroom:** HSACE will utilize technology in every classroom. Every classroom will be equipped with a computer for teachers, so they will have access to the Internet and our school information system. Classrooms will be equipped with digital LCD projectors/ Smart boards for maximum efficiency in class instruction. A full classroom set of wireless personal computing devices or tablets will be located in each classroom and available for student use throughout the day creating a 1 to 1 environment. Technology is used for student research, online resources and used to support the standard being taught.
- **Computer Science Classes:** All students will receive technology instruction at HSACE. It's no secret that today's world demands strong usage of technology by individuals; young people with better knowledge of technology will be better equipped to succeed in the twenty-first century.
- **Multi-Systems of Support:** MTSS including academic and behavior (Positive Behavior Interventions and Supports) (PBIS) are layers of structured support that are managed by staff. MTSS is a process by which academic/ behavior goals of students who may not be meeting academic/ behavior goals with typical support from the classroom teacher are identified, supported, and progress-monitored. PBIS is a school-wide approach to teaching positive behaviors that are regularly reinforced. In both cases, as needs arise, additional layers of support (tiers) are added to ensure that all students' needs are met.
- **Co-teaching** is done by the classroom resource teachers for reading/math, EL and special education as appropriate. Teachers collaborate on lessons and student needs when designing their lessons. All resource teachers are engaged in co-teaching as scheduled for implementing our pedagogical approach. Aides are utilized in some classrooms as appropriate and support the instructional needs in both reading and math as well as behavior supports.

6. **Additional programs and designations.** Please place a check mark after the appropriate response in each section below. If the School is providing a blended learning program, additional information as described below must be provided as part of the Contract and shall be included in this Exhibit. If the School is planning on including any other programs or designations described below, additional information regarding such programs or designations shall be provided to the Sponsor upon request.

a. STEM School Designation.

The School **IS NOT** planning to seek designation for the School as a STEM school equivalent under R.C. 3326.032.

Subject to the prior written approval of the Sponsor, the School **IS** planning to seek designation for the School as a STEM school equivalent under R.C. 3326.032.

b. Preschool Program.

The School **IS NOT** planning to operate a preschool program.

The School **IS** planning to operate a preschool program.

If the School operates a preschool program that is licensed by the Ohio Department of Education under Sections 3301.52 to 3301.59 of the Revised Code, such operation shall comply with Sections 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board pursuant to Section 3301.53 of the Revised Code.

c. Internet- or Computer-Based Program.

The School **IS NOT** planning to operate as an internet or computer-based community school.

The School **IS** planning to operate as an internet or computer-based community school, and details are included in the school's comprehensive plan.

If the School operates as an internet- or computer-based community school, the School shall commit to the following assurances and include full descriptions in its Comprehensive Plan.

- The School must provide a filtering device or filtering software to protect against internet access to materials that are obscene or harmful to juveniles on the computers provided to students for instructional

use, or the filter or software at no cost to a child who utilizes a computer that was not provided by the School;

- The School must create a plan outlining meetings between teachers and students, which plan shall indicate the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted.
- The School must set up a central base of operation with a Sponsor-provided representative within fifty miles of said base to provide monitoring and assistance.
- The School must create a plan for providing special education and related services to disabled students enrolled in the School, which must be submitted prior to the School's receipt of its first payment from the State and on or before September 1 of each year thereafter.
- The School must retain an affiliation with at least one full-time teacher of record licensed in accordance with Section 3314.03(A)(10) of the Revised Code.
- Each student enrolled in the School must be assigned to at least one teacher of record who is primarily responsible for no more than 125 students.
- The School may, at the time of a particular student's enrollment, ask the student's parent or guardian to estimate the length of time the student will attend the School. Any information collected shall be aggregated and included in the School's annual report.
- The School must comply with the standards developed by the international association for K-12 online learning.
- The School must communicate with each student's parent, guardian, or custodian on a periodic basis throughout the school year about the performance and progress of that student. The School must also provide opportunities for parent-teacher conferences and documents the School requests for such conferences. The School may permit the students to participate and may conduct the conferences electronically.
- The School must offer a student orientation course and notify each student who enrolls of that student's opportunity to participate in the student orientation course.
- Each student enrolled in the School is entitled to a computer provided by the school. The School must provide written notice of the one-

computer-per-student provision to all parents of enrolled students and all parents who are interested in enrolling a child. The School may not provide a stipend or any other substitute in lieu of supplying an actual computer, provided, however, that a parent may waive the one-computer-per-student requirement and may amend or rescind that waiver at any time. Parents and the School must keep copies of waivers and the School must notify the State and copy the Sponsor concerning any waivers, amendments, or rescissions.

- The School may provide its students with a location within 50 miles of the student's residence at which the student may receive counseling, instructional coaching, and testing assistance. The School may not otherwise enter into a contract with a nonpublic school to use or rent any facility space at the nonpublic school for the provision of instructional services to enrolled students.
- The School must provide its students with a location within 50 miles of the student's residence to complete statewide achievement tests and diagnostic assessments.
- The School must withdraw students who fail to participate in spring administration of state tests for two consecutive school years (unless excused pursuant to statute). The School must report any such student's data verification code to the Department of Education, and the School will not receive funds for any enrolled student whose data verification code appears on the Department of Education list. Notwithstanding any provision of Ohio law to the contrary, the parent of any such student must pay tuition.
- Students enrolled in the School are prohibited from engaging in more than 10 hours of learning opportunities within a 24-hour period. Any time exceeding the 10-hour maximum will not count toward satisfying the annual minimum number of required hours. If the School's participation is based on days rather than hours, participation must amount to at least five hours per day.
- The School must keep an accurate record of each individual student's participation in learning opportunities each day, and the records must be easily submitted to the Department of Education.
- The School shall not enroll more students than the number permitted under the enrollment limit provided in law.

d. Adult Diploma Program.

The School **IS NOT** planning to offer and operate a 22+ Adult Diploma Program under Sections 3317.23, 3317.231, and 3314.38 of the Revised Code and Chapter 3301-45 of the Administrative Code. _x_

Subject to the prior written approval of the Sponsor, the School **IS** planning to offer and operate a 22+ Adult Diploma Program under Sections 3317.23, 3317.231, and 3314.38 of the Revised Code and Chapter 3301-45 of the Administrative Code. ____

Consistent with Section 3314.38 of the Revised Code and subject to Department of Education continued approval, the School may enroll and educate eligible individuals as defined in Section 3317.23 of the Revised Code who are at least twenty-two years of age for up to two consecutive school years to allow enrollees to earn a high school diploma. An enrolled eligible individual may satisfy the requirements to earn a high school diploma by successfully completing a competency-based educational program. The School shall comply with all requirements set forth in Sections 3317.23, 3317.231, and 3314.38 of the Revised Code, and Chapter 3301-45 of the Administrative Code as applicable community schools operating dropout prevention and recovery programs. In addition to oversight by the Department, the Sponsor shall be responsible for monitoring compliance and performance of community schools providing services to adult learners under Chapter 3301-45 of the Administrative Code.

The Sponsor shall monitor and assess program performance based on the following:

- (1) Success plans. Success plans are created for all enrolled eligible individuals through a career counselor that considers the abilities and interests of the student and creates a pathway to a diploma and a career beyond secondary education. Success plans include benchmarks to monitor student progress toward a diploma. The School provides read-only access of the success plans to its Sponsor for oversight purposes under FERPA.
- (2) Reports. All annual and monthly reports are provided to the Department of Education and are made available to the Sponsor upon request.
- (3) Performance. The Sponsor shall review the Department's annual report to ensure the School meets the goals as set forth by the Department to remain an eligible provider by rule.

e. Career-Technical Education Program.

The school **IS NOT** planning to operate a career-technical education program.

The school **IS** planning to operate a career-technical education program.

Career-technical programs are subject to the approval of the lead district of a career-technical planning district and must be based on requirements for career-technical education programs that are specified in rules adopted by the Department. See Section 3317.161 of the Revised Code for more information.

f. **Blended Learning.**

"Blended learning" means the delivery of instruction in a combination of time in a supervised physical location away from home and online delivery whereby the student has some element of control over time, place, path, or pace of learning. Please check one of the options below:

The School **IS NOT** planning to register for the School as a blended learning program under Section 3302.41(A) of the Revised Code.

The School **IS** planning to register a blended learning program under Section 3302.41 (A) of the Revised Code, subject to the prior written approval of the Sponsor and timely submission of a blended learning declaration.

Please note that the School must receive prior written approval from the Sponsor before registering a blended learning program. If the school **IS** planning to operate a blended learning program, the school must provide written responses to the blended learning questions below.

FOR BLENDED PROGRAMS ONLY -- Please respond to all questions fully.

1. What blended learning models will the school use?
2. How will the school determine and document student instructional needs?
3. What methods will be used to determine student competency, grant course credit, and promote students to a higher grade level?
4. What will be the school's attendance requirements, including how the school documents participation in learning opportunities?
5. How will student progress be monitored?
6. How will private student data be protected?
7. What professional development opportunities will be offered to teachers to enable them to prepare and implement blended lessons?

Performance Frameworks – Metrics, Measures, & Targets

OVERVIEW

The purpose of the Performance Frameworks is to set annual targets that BCHF will use to consider a school for recognition, intervention, renewal, non-renewal, or termination.

BCHF subscribes to the principles and standards established by the National Association of Charter School Authorizers. We use objective and verifiable measures of student performance as the primary measure of school quality. We strive to protect the autonomy of our school by streamlining requirements and minimizing reporting burdens.

The BCHF board ultimately maintains discretion in making final decisions to consider a school for recognition, intervention, renewal, non-renewal, or termination. We reserve the right to utilize additional data collected through our ongoing monitoring in order to elevate a school in the overall renewal decision based upon the expertise, evaluation, and recommendation(s) by our Education Division team.

PERFORMANCE FRAMEWORK SCORING SCALE

Each section of the Performance Framework has a target score in each major category as highlighted in the scale – Academics, Compliance (comprised of legal and operations), and Fiscal. Some indicators are weighted more than others. For example, the Overall Rating metric from the Local Report Card (LRC) is made up of multiple components, all or some of which may apply to a school. This measure is a significant indicator of a school’s performance and thus carries more weight on the performance framework.

The Academic total score is weighted at 60% of the overall performance score on the framework for a school. Compliance and Fiscal both are weighted at 20% each of the overall performance score. Although a score could exceed the number of possible points based upon a school exceeding the target, the maximum a school can achieve on the framework is 100% of the points. This information is used to annually evaluate the performance of a school for strengths, weaknesses, and intervention; it is also used to make renewal decisions.

EXHIBIT 3

ACADEMIC PERFORMANCE TARGETS & METRICS – Traditional K-12 Community School

(Where applicable, schools receive one point per star.)

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
		5 points	4 points	TARGET 3 points	2 points	1 point
Items will be included depending on availability of calculations.						
1. Overall Rating	Local Report Card (LRC) Rating: Weighted x 3	15	12	9	6	3
2. School PI compared to District PI	Difference between Performance Index of the school and Performance Index of the district where the school is located.	≥ 12	< 12 and > 6	6 to -6	<-6 and > -12	≤ -12
3. School Progress compared to District Progress	Difference between Progress rating of the school and Progress rating of the district where the school is located.	≥ 2	1	0	-1	≤ -2
4. School PI compared to Average Local Market PI	Difference between Performance Index of the school and the average of the Performance Index of the local market schools.	≥ 12	< 12 and > 6	6 to -6	<-6 and > -12	≤ -12
5. School Progress compared to Average Local Market Progress	Difference between Progress rating of the school and average Progress rating of the local market schools.	≥ 2	1	0	-1	≤ -2
6. Over the Contract Averages (Overall Rating)	The average (up to 3 years, based on available data, and rounded to nearest whole number) of the school's overall star rating from the LRC.	5	4	3	2	1
7. Over the Contract Averages (Improving Early Literacy)	The average (up to 3 years, based on available data, and rounded to nearest whole number) of the school's star rating from the LRC.	5	4	3	2	1
8. Over the Contract Averages (Achievement PI)	School's average (up to 3 years, based on available data) of its PI.	97.0 to 120.0	85.0 to 96.9	73.0 to 84.9	60.0 to 72.9	1 to 59.9

EXHIBIT 3

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
		5 points	4 points	TARGET 3 points	2 points	1 point
9. Over the Contract Averages (Chronic Absenteeism)	School's average (up to 3 years, based on available data) of its chronic absenteeism rate.	≤ 10	>10 and ≤ 15	>15 and ≤ 20	>20 and ≤ 25	>25
10. Achievement in Norm-Referenced Test (NRT)	Percent of students at or above the 50 th Normal Curve Equivalent (NCE) for the better of either winter or spring NRT administration.	≥ 50	< 50 and ≥ 45	< 45 and ≥ 40	< 40 and ≥ 35	< 35
11. Growth in Norm-Referenced Test (NRT)	Best growth in average NCE between two NRTs within a school year (fall to winter, fall to spring, or winter to spring).	≥ 20	< 20 and ≥ 10	< 10 and ≥ 0	< 0 and ≥ -10	< -10
12. Disaggregated Performance Beyond GAP Closing	Using ELA and Math component calculations the total earned subgroup points are divided by the total possible points.	$\geq 90\%$	< 90 and ≥ 80	< 80 and ≥ 70	< 70 and ≥ 60	< 60
13. English Learner	English Learners meeting their goal based on the AMO from the GAP report. (Depending on state reporting format).	$\frac{5}{\geq 90}$	4 or < 90 and ≥ 80	3 or < 80 and ≥ 70	2 or < 70 and ≥ 60	1 or < 60
14. SMART Goal	Progress toward the school meeting its <i>prioritized</i> SMART Goal set at the beginning of each school year.	5		3		1

EXHIBIT 3

ACADEMIC PERFORMANCE TARGETS & METRICS – Drop Out Recovery Community School

Where applicable, local report designations are: Exceeds = 5 pts, Meets = 3 pts, Does Not meet = 1

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
Items will be included depending on availability of calculations.				TARGET		
		5 points	4 points	3 points	2 points	1 point
1. Overall Rating	Local Report Card (LRC) Rating – Weighted at 3X	Exceeds (15)		Meets (9)		Does Not Meet (3)
2. Test Passage Rate Compared to State	Percent point difference of the school’s test passage rate from the Drop Out Recovery LRC compared to the State’s average test passage rate for Drop Out Recovery schools.	≥ 20	> 10 and < 20	≥ -10 and ≤ +10	> -10 and < -20	≤ -20
3. Combined Graduation Rate Compared to State	Percent point difference of the school’s combined graduation rate from the LRC compared to the State’s average Drop Out Recovery graduation rate.	≥ 20	> 10 and < 20	≥ -10 and ≤ +10	> -10 and < -20	≤ -20
4. Over the Contract Averages: Overall Rating	School’s rating average of the three most recent school years for the Overall Rating rounded to the nearest whole number.	5	4	3	2	1
5. Over the Contract Averages: Test Passage rate	School’s rating average of the three most recent school years for the Test Passage rate.	5	4	3	2	1

EXHIBIT 3

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
		5 points	4 points	TARGET 3 points	2 points	1 point
6. Over the Contract Averages: Combined Graduation Rate	School's rating average of the three most recent school years for the Combined Graduation rate.	5	4	3	2	1
7. Over the Contract Averages: Progress	School's rating average of the three most recent school years for the Progress Component.	5	4	3	2	1
8. Achievement in Norm-Referenced Test (NRT)	Percent of students at or above the 50 th Normal Curve Equivalent (NCE) for the better of either winter or spring NRT administration.	≥ 50	< 50 and ≥ 45	< 45 and ≥ 40	< 40 and ≥ 35	< 35
9. Growth in Norm-Referenced Test (NRT)	Best growth in average NCE between two NRTs within a school year. <i>Progress as measured by the LRC may be used as an override.</i>	≥ 20	< 20 and ≥ 10	< 10 and ≥ 0	< 0 and ≥ -10	< -10
10. Disaggregated Performance Beyond GAP Closing	Using ELA and Math component calculations, the total earned subgroup points are divided by the total possible points.	$\geq 90\%$	< 90 and ≥ 80	< 80 and ≥ 70	< 70 and ≥ 60	< 60

EXHIBIT 3

11. English Learner	English Learners meeting their goal based on the AMO from the GAP report. (Depending on state reporting format).	$\frac{5 \text{ or}}{\geq 90}$	4 or $< 90 \text{ and } \geq 80$	3 or $< 80 \text{ and } \geq 70$	2 or $< 70 \text{ and } \geq 60$	1 or < 60
12. SMART Goal	Progress toward the school meeting its <i>prioritized</i> SMART Goal set at the beginning of each school year.	5		3		1

EXHIBIT 3

COMPLIANCE PERFORMANCE TARGETS & METRICS – All Schools

ITEM	DESCRIPTION/DATA SOURCE	SCALE			
		TARGET			
OPERATIONS		2 points	1 point	0 points	Not Calculated
1. Health, Safety, and Environment	Applicable Rule and Law requirements related to facilities, inspections, policies, transportation, food service, and emergency planning.	School scores 100% for required items.	School scores 95-99% for required items.	School scores <95% for required items.	NC
2. Human Capital	Applicable Rule and Law requirements related to workers comp, licensure, policies, staff training, benefits, professional development, non-discrimination & bullying, and reporting.	School scores 100% for required items.	School scores 95-99% for required items.	School scores <95% for required items.	NC
3. Financial	Applicable Rule and Law requirements related to liability insurance, treasurer license & bond, EMIS/SOES coordinator, financial reporting, and ITC contract.	School scores 100% for required items.	School scores 95-99% for required items.	School scores <95% for required items.	NC
4. Governance	Applicable Rule and Law requirements related to board materials, annual COIs, school annual report, record retention, and meeting schedule.	School scores 100% for required items.	School scores 95-99% for required items.	School scores <95% for required items.	NC
5. Admission, Access and Student Requirements	Applicable Rule and Law requirements related to admission & residency policies, parent notices, enrollment, academic calendar, student files, attendance/truancy/withdrawal, student screenings, student handbook, FAPE, child find, racial balance, parental involvement, and discipline.	School scores 100% for required items.	School scores 95-99% for required items.	School scores <95% for required items.	NC

EXHIBIT 3

<p>6. Educational Program</p>	<p>Applicable Rule and Law requirements related to academic assurances, 504 Plans, testing, academic intervention, curriculum, financial literacy, RTI, school improvement, RIMPs, special education, academic performance, and graduation.</p>	<p>School scores 100% for required items.</p>	<p>School scores 95-99% for required items.</p>	<p>School scores <95% for required items.</p>	<p>NC</p>
<p>ITEM</p>	<p>DESCRIPTION/DATA SOURCE</p>	<p>SCALE</p>			
<p>LEGAL</p>		<p>TARGET</p>			
		<p>2 points</p>	<p>1 point</p>	<p>0 points</p>	<p>Not Calculated</p>
<p>7. Governance-Required Number of Board Meetings</p>	<p>Number of governing board meetings held per school year as required by the community school contract and/or rule and law.</p>	<p>6+ meetings held per year.</p>	<p>5 meetings held per year.</p>	<p>4 or fewer meetings held per year.</p>	<p>NC</p>
<p>8. Governance-Required Number of Board Members</p>	<p>Number of governing board members approved by BCHF per school year as required by the community school contract and/or rule and law.</p>	<p>5+ sponsor approved members for the full year.</p>	<p>4 sponsor approved members for (1) or more meetings.</p>	<p>3 or fewer sponsor approved members for (1) or more meetings.</p>	<p>NC</p>

EXHIBIT 3

<p>9. Governance-Required Board Member Training</p>	<p>Governing authority board annual training as required by the community school contract and/or rule and law.</p>	<p>Annual training completed in Open Meetings and Public Records for 100% of board members.</p>	<p>Annual training completed in Open Meetings and Public Records for 90-99% of board members.</p>	<p>Annual training completed in Open Meetings and Public Records for <90% of board members.</p>	<p>NC</p>
<p>10. Annual Report</p>	<p>Annual Report prepared by the school, submitted to the sponsor by the deadline prescribed in law, and made available to the parents of students attending the school.</p>	<p>School Annual Report submitted AND made available to parents by the due date.</p>	<p>N/A</p>	<p>School Annual Report NOT submitted OR NOT made available to parents by the due date.</p>	<p>NC</p>

EXHIBIT 3

FISCAL PERFORMANCE TARGETS & METRICS – All Schools

ITEM	DESCRIPTION/DATA SOURCE	SCALE			
		TARGET			
		2 points	1 point	0 points	Not Calculated
1. Current Ratio	School’s financial statements.	Current Ratio is >1.0	Current Ratio is between .9 and 1.0 or between 1.0	Current Ratio is below .9	NC
2. Unrestricted Days of Cash	School’s financial statements.	School has 45 days cash available.	School has between 15 and 45 days cash available.	School has less than 15 days cash available.	NC
3. Change in Cash Position	School’s financial statements. <i>Schools Meeting Target on Metric #2 (Days of Cash) will automatically receive Meets Target.</i>	Cash available increased.	Cash available decreased.	Cash available decreased by >20%	NC
4. Debt Management	School’s financial statements.	School meets all debt requirements and is not delinquent on payments.	School has missed payments.	School is in default on any debt service.	NC
5. Debt Coverage Ratio	School’s financial statements.	School's Debt Coverage Ratio is > 1.1.	School's Debt Coverage Ratio is between 1.0 and 1.1.	School's Debt Coverage Ratio is below 1.0.	NC

EXHIBIT 3

ITEM	DESCRIPTION/DATA SOURCE	SCALE			
		TARGET			
		2 points	1 point	0 points	Not Calculated
<p>6. Surplus/(Deficit) Variance</p>	<p>School’s financial statements. <i>Calculation may exclude large, planned expenditures or capital outlay. Calculation may exclude payments to reduce debt.</i></p>	<p>Net Income is positive.</p>	<p>School's Net Income is Negative by <5% of Total revenue.</p>	<p>School's Net Income is Negative by >5% of Total revenue.</p>	<p>NC</p>
<p>7. Enrollment Sustainment</p>	<p>School’s settlement reports and board approved five-year forecasts.</p>	<p>Final FTE is >90 of October FTE.</p>	<p>Final FTE is 85-90% of October FTE.</p>	<p>Final FTE is <85% of October FTE.</p>	<p>NC</p>
<p>8. Enrollment Variance</p>	<p>School’s settlement reports and board approved five-year forecasts.</p>	<p>Final FTE is >90% of October Forecast.</p>	<p>Final FTE is 85-90% of October Forecast.</p>	<p>Final FTE is below 80% of October Forecast.</p>	<p>NC</p>



Exhibit 4

Financial Plan and Employee Benefits

In accordance with the requirements of R.C. 3314.03, please include an estimated school budget for each year of the Contract, specifying an estimated per pupil expenditure for each year. Separately, please also provide a summary of health and other benefits provided to employees.

At Horizon Science Academy, we prioritize the well-being and professional growth of our dedicated staff. We believe in supporting you both personally and professionally, offering a comprehensive range of benefits to ensure your success and satisfaction.

1. Paid Leave Policies:

Paid Time Off (PTO): Enjoy 10 days of paid time off to rejuvenate and recharge

Maternity Leave: Enjoy 30 calendar days of paid maternity leave to bond with your newborn.

Parental Leave: Receive 3 days of paid parental leave to support your growing family.

Funeral Leave: Take 3 days of paid leave to grieve and attend to family matters during difficult times.

2. Medical and Dental Insurance:

80% of your medical and dental insurance premiums are covered by the employer, ensuring you and your family have access to quality healthcare.

3. Life and Disability Insurance:

Basic Term Life Insurance: 100% paid by the employer, with coverage up to \$50,000.

Long-Term Disability Insurance: Protect your financial security with our long-term disability coverage.

4. Voluntary Supplemental Insurance:

Customize your coverage with options such as Vision Insurance, Voluntary Life Insurance, Short-Term Disability Insurance, and Critical Care and Voluntary Accident Insurance.

5. Retirement Benefits:

Contribution to STRS: Benefit from a 14% employer match to your 14% contribution to the State Retirement System, securing your financial future.



6. Tuition Reimbursement:

Teachers: Receive up to 75% or \$3,000 tuition reimbursement for professional development and graduate classes.

Administrators: Enjoy up to \$5,000 tuition reimbursement to advance your skills and qualifications.

7. Relocation Assistance:

Receive up to \$2,500 in relocation assistance to ease the transition to your new role at Horizon Science Academy.

8. Employee Support Programs:

Employee Referral Program: Earn rewards for referring talented individuals to join our team.

Substitute/Alternative Licensure: We accept substitute and alternative licensure for classroom teaching, providing opportunities for career advancement.

Annual Compensation Adjustments: We regularly review and adjust compensation to ensure it remains competitive and reflects your contributions.

Mentorship: Benefit from mentorship under experienced staff to support your growth and success.

Summer Institute: Participate in a seven-day training program before the school year starts to enhance your skills and prepare for success.

Employee Assistance Program (EAP): EAP, provided through a partnership with Guardian offers confidential services for a variety of important needs – all to support employee well-being and help them think, feel, and perform their best.

Pension

Employees who enter the School as members of the State Teachers Retirement System or the State Employment Retirement System will continue their participation, if permitted pursuant to current law. The employees will contribute at the rate established by the State Retirement Systems. The School will also make all employer contributions as required by the State Retirement Systems. The School will also make normal contributions for workers compensation insurance, unemployment insurance, and all other payroll obligations of an employer.



Health Insurance

All employees who work thirty (30) hours or more per week will be eligible for medical and dental insurance benefits offered by the School. Under the present plan, the School will pay 80% of the medical and dental insurance premium for ALL benefit eligible employees.

The employee is responsible for paying the remaining 20% of the premium through payroll deduction. If the employee discontinues the payroll deduction for the insurance premiums, the School will cease its contribution towards the insurance premiums. Details regarding insurance coverage should be available in the materials distributed regarding each plan. The School reserves the right to modify its plans and benefits at any time.

Continuing Health Care Coverage (COBRA)

Under federal law, employees and their dependents have the option of continuing health insurance coverage at their own expense upon the occurrence of certain qualifying events. Those events include: the death of the employee; termination of the employee (including voluntary termination and leaves of absence, but not including discharge for gross misconduct); divorce or legal separation of the covered employee from his or her spouse; the employee's becoming entitled to Medicare coverage, or cessation of dependent child coverage under the terms of the insurance policy. In the case of divorce or legal separation or cessation of dependent child coverage, you must notify the Principal or designated person in order for your spouse or dependents to exercise their option of continued coverage. For more information on COBRA contact the Principal or designated person.

Sick and Personal Leave

Each full time employee will be allowed **ten days** of paid sick or personal leave per full contract year. Full time employees who have worked for the Academy for a total of **200** or more days during the contract year will be allowed **eleven days** of paid sick or personal leave. Full time employees who have worked for the Academy **210** or more days during the contract year will be allowed **twelve days** of paid sick or personal leave.

Absences for one or more full days may result in a reduction of pay if available leave time is exhausted, in accordance with the law. Any sick and personal time taken beyond allowed (ten/eleven/twelve) days will be deducted in the employee's next appropriate paycheck at a rate of employee's daily salary. Full time employees, who are employed for the entire contract period and who do not use all of their sick and personal days, will be compensated **\$200.00** for each unused sick and personal day. Days not used during the year will not be carried over to the next school year. Sick and Personal Time may be used in increments of 1 hour or more. The Principal may consider special requests for time off outside of these parameters.



Full time employees terminating employment during the contract year will be paid for the accrued personal and sick days by the above-mentioned rate.

Part-time and full-time employees must request time off from work at least two working days in advance using the Employee Leave Form, except for emergencies or illness. The Principal reserves the right to deny requests for time off in his or her sole discretion.

P29- Maternity Leave

A full-time female employee is entitled to thirty (30) calendar days of paid leave during the postpartum period where she is incapacitated as a result of having given birth. The paid leave shall start immediately following childbirth and shall run for thirty (30) consecutive calendar days. This policy applies to full-time female employees only. Any leave taken shall run concurrently with any leave available under the Family & Medical Leave Act (to the extent applicable to the School).

Parental Leave: A full-time employee who becomes a new parent is entitled to three (3) days of paid parental leave. This policy applies to full-time employees only. Any leave taken shall run concurrently with any Maternity Leave available (if applicable) and with any leave available under the Family & Medical Leave Act.

P30- Family and Medical Leave without Compensation (FMLA)

Eligible Employee

An active, full-time or part-time employee of the School is eligible for family and medical leave under The Family and Medical Leave Act of 1993 (“the Act”) provided that on the date the employee requests leave, the employee:

1. has been employed by the School for at least 12 months; and
2. has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Purpose of Leave

The School grants family and medical leaves of absence to such “eligible employees” for the following:

1. the birth of an employee’s child or to care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the care of an employee’s spouse, child, or parent (“family member”) who has a serious health condition; or
4. the employee’s own serious health condition (as defined in the Act).



Length of Leave

An eligible employee is entitled to a total of 12 workweeks of unpaid leave within a 12-month period. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken as an uninterrupted, continuous leave of absence and must be taken within

12 months of the birth or placement of the child. If both a husband and wife are employed by the School, and are eligible for leave, except for leave due to the employee's serious health condition, the two may take a combined total of 12-weeks. Intermittent leave or a reduced schedule may be approved for the employee's serious health condition or a family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. Available leave will be calculated by determining the amount of leave used by an employee for the twelve (12) months prior to each day for which leave is requested and subtracting that number from the total of days equal to twelve (12) work weeks. This is referred to as the "rolling method" of calculation. Leave time may be affected by special rules which apply to instructional employees who request or take leaves near the end of the school term and/or who take intermittent or reduced leave. The School may require an instructional employee to continue a leave until the end of the school term in certain situations permitted under the FMLA regulations.

Substitution of Paid Leave

An employee FMLA leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave and paid time off, if applicable, before continuing leave on an unpaid basis. An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any FMLA leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. When it is necessary to make per diem deductions to an employee's salary due to days not worked and taken off without compensation, the following formula will be used:

Annual Salary / Days in Official Calendar = Per Diem Salary

"Official Calendar" means the annual period employees are required to work and may mean different periods for administrative, instructional and staff employees.

Employee Notification Requirements

If an employee expects to take FMLA leave, the employee must notify the School's Principal of the intention to take leave at least 30 days in advance of the expected leave. Following proper notification, the employee must complete a Leave of Absence Request form and provide any required medical certification. If the need for leave is not foreseeable, the employee must provide notification of leave to the School's Principal as soon as is practicable



under the circumstances. An employee's failure to provide 30 days advance notification for foreseeable leave may result in a delay of leave.

Medical Certification

An employee who takes leave for the employee's serious health condition or to care for a family member with a serious health condition must submit to the School's Principal written medical certification of the need for such leave from the applicable health care provider.

Failure to provide the certification in a timely manner may result in a delay of leave. The School may request a second or third medical opinion at the School's expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by School and the employee, shall be final and binding on the School and the employee. In addition, while the employee is on leave, the School may require the employee to provide periodic recertification of the employee's medical condition (not to exceed once every 30 days) and the School may inquire as to the employee's intentions to return to work. An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work. Failure to provide this certification may result in the delay or denial of job restoration.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking FMLA leave will be maintained for up to 12-weeks or as required by law, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making this periodic payment of the required contribution to the School (in care of its Principal) at the School's regular address. Upon completion of the 12-week leave, or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by the Act, to reimburse School for any employee contributions paid by School while the employee was on unpaid leave.

Special Rules for Educators

The FMLA has special rules affect the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term (semester), by instructional employees. "Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. It does not include, and the special rules do not apply to, teacher assistants or aides who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers. In all instances, the School will comply with the law in accordance with the leave



allowed and taken. Any questions about intermittent, reduced schedule, or near end-of-the-academic-year FMLA leave should be addressed to the School's Principal.

Service Member Leave

A qualifying employee who is the spouse, son, daughter, parent or next of kin of a covered service member may be entitled to up to 26 work weeks of uncompensated leave relative to the care of a service member ("service-member FMLA.") All such leave shall be in strict accordance with the FMLA, shall be allowed upon the same "rolling" calendar for purposes of calculation, and combined "standard" and "service member" FMLA leave shall not exceed 26 workweeks in a 12 month period.

Job Restoration

An employee will be returned to the same or an equivalent position when the employee returns from family and medical leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with School is affected by a decision or event not related to the employee's leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he was not on leave.

Voluntary Relinquishment of Employment

Leave time is limited to the unpaid time allowed under this policy. An employee who fails to return to work when leave time has been exhausted may be determined to have voluntarily relinquished their position with the School.

Funeral Leave

For the death and burial of an immediate relative (husband, wife, child, mother, father, grandfather, grandmother, brother, sister) of the teacher (employee) or the teacher's (employee) husband or wife, three (3) days of paid funeral leave may be allowed. Absence beyond three days shall be covered by any remaining sick and personal time or at full loss of pay if no sick and personal time is available to use. The Principal reserves the right to grant special permission to an employee experiencing a unique situation.

Professional Development and Tuition Reimbursement

It is the policy of the School to provide assistance and support to employees to increase the effectiveness of their performance in their present positions, as well as to encourage employees to obtain skills, knowledge, and abilities that may improve their opportunities for career advancement. This policy stems from the view that professional development and continuous learning are necessary to maintain the quality of the staff and their continued readiness and ability to contribute effectively to the mission and goals of the School. The School believes that improving the quality of education is related to the continuous professional development of its faculty members. Therefore, the School encourages its



employees to continue their education towards advanced degrees and attend seminars, workshops, conferences, and lectures to enhance their professional knowledge. The School believes that all employees should be genuinely devoted to being a lifelong learner and continuously seek learning opportunities to maximize their professional performance and work efficiency and to prepare for future career opportunities. In order to support the professional development efforts of its teachers and staff, the School adopts the following Policy for Reimbursement for Professional Development Policy.

Eligibility

- An employee is eligible for the benefits provided by this policy and procedures for a position or job-related programs and activities.
- Employees must have the principal's approval prior to signing up for professional development. The principal will approve a requisition form subject to the availability of the funds. The professional development must be job and career related.
- Employees need to be employed at the School during the course term in order to be eligible for tuition reimbursement. If reimbursement is requested for a summer course, the teacher/staff member must have signed a contract for the next school year either with their current School or another school within the Concept Schools network. The tuition reimbursement will be applied towards the fiscal year in which the course is completed.
- Employees are to submit a Tuition Requisition Form through Concept-SIS by September 30th of each year.

Scope

- For the purposes of this policy, professional development programs and activities may include but are not limited to opportunities for on-the-job training, attendance at courses, seminars, conferences, institutes, lectures, meetings, and workshops, and participation in professional and technical associations. Programs shall be classified as position or job-related, career-related, or educational enrichment based on the judgment of the School Principal.
- For purposes of this policy, tuition reimbursement may include educational courses toward advanced degrees.
- **Any exceptions to this policy must be approved by the School Board.**

Reimbursement

- If the professional development program or activity is related to the employee's existing or a future position the employee has been retained to fill, and the School requires the employee to attend such a program or event, one hundred percent (100%) of the tuition and fees are compensated by the School.
- If the educational program or activity towards an advanced degree is related to the employee's current position or career, and there is a mutual agreement that the employee should attend, the benefits are:



- Reimbursement of the expenses of seventy-five percent (75%) of the tuition/fees up to Three Thousand Dollars (\$3,000) per School year with the condition that the employee completes the course(s) with a grade of B- or above.
- If a School Administrator pursues a Master's Degree in Educational Leadership or Instruction & Curriculum or Program Evaluation, Data Analysis, then the School will reimburse the Administrator one hundred percent (100%) of the tuition up to Five Thousand Dollars (\$5,000) per School year with the condition that the employee completes the course with a grade of B- or above.
- All other classes towards a doctoral degree or a second and or different master's degree will be reimbursed at the 75% rate and up to \$3,000 per School year.
- Only tuition charges will be reimbursed.
- Principal's professional development expenses shall be approved by the Superintendent.

Procedures

The employee and supervisor shall jointly discuss professional development goals, review available opportunities, and determine applicable benefits identified in this policy.

In order to receive tuition reimbursement, employees must fill out a reimbursement form through SIS after the course(s) is/are completed. Within ninety (90) days of course completion, the employee must submit a reimbursement form with legible copies of the following:

- Itemized college/university invoice or statement indicating tuition charged and the amount paid.
- The invoice must contain the School's name and address.
- Copies of canceled checks, and credit card receipts will not be accepted;
- College/university grade card/report indicating the applicant's name, quarter/semester, course name(s) and grade(s) for the term.



FY24 - May 2024 submission
IRN No.: 009990
Type of School: Community School
Contract Term: 06-30-2025
County: Franklin
School Name: HORIZON SCIENCE ACADEMY ELEMENTARY
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2021 through 2023, Actual and
the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 3,536,863	\$ 4,070,950	\$ 4,158,273	\$ 8,570,662	\$ 9,987,810	\$ 11,007,223	\$ 11,430,157	\$ 11,430,157
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	258,124	362,175	373,040	390,040	12,499	133,969	137,489	141,058
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	279,299	735,433	730,498	1,346,200	2,760,000	1,295,000	1,311,720	128,050
Total Operating Receipts	\$ 4,086,286	\$ 5,168,558	\$ 5,271,811	\$ 10,296,902	\$ 12,760,309	\$ 12,427,192	\$ 12,879,366	\$ 11,699,276
Operating Disbursements								
100 Salaries and Wages	\$ 2,696,730	\$ 3,348,953	\$ 3,902,897	\$ 7,352,207	\$ 7,190,269	\$ 7,334,074	\$ 7,192,150	\$ 6,747,000
200 Employee Retirement and Insurance Benefits	653,078	832,214	1,030,508	1,991,910	1,846,995	1,893,935	1,844,537	1,736,250
400 Purchased Services	1,362,709	1,869,283	2,014,959	3,796,002	3,489,926	3,304,961	3,438,708	3,395,390
500 Supplies and Materials	121,488	168,608	307,706	492,000	367,000	408,100	321,262	344,487
600 Capital Outlay - New	710,814	138,229	61,910	213,357	55,000	125,500	106,010	111,530
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	324,098	73,590	116,966	540,424	560,935	610,562	622,773	635,228
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 5,868,917	\$ 6,430,878	\$ 7,436,608	\$ 14,375,900	\$ 13,510,125	\$ 13,667,132	\$ 13,525,441	\$ 12,969,885
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (1,782,631)	\$ (1,262,319)	\$ (2,164,797)	\$ (4,078,998)	\$ (749,816)	\$ (1,239,940)	\$ (646,075)	\$ (1,270,610)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 1,260,741	\$ 2,559,239	\$ 2,722,566	\$ 5,769,580	\$ 4,738,059	\$ 2,481,894	\$ 2,331,894	\$ 2,365,532
State Grants (3200, except 3211)	195,031	210,860	-	7,000	12,140	12,283	13,928	14,577
Restricted Grants (3219, Community School Facilities Grant Donations (1820)	643,800	-	750	32,500	55,200	253,200	263,200	538,200
Interest Income (1400)	546	279	6,521	200,000	60,600	61,206	61,818	62,436
Debt Proceeds (1900)	696,015	-	-	-	-	-	-	-
Debt Principal Retirement (920, 733)	(920,733)	(273,000)	(286,000)	(300,000)	(300,000)	(310,000)	(310,000)	(310,000)
Interest and Fiscal Charges (171, 142)	(171,142)	(237,000)	(224,000)	(210,000)	(210,000)	(200,000)	(200,000)	(200,000)
Transfers - In	-	238,052	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 1,704,258	\$ 2,498,430	\$ 2,219,837	\$ 5,499,080	\$ 4,355,999	\$ 2,298,583	\$ 2,160,641	\$ 2,490,746
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (78,372)	\$ 1,236,111	\$ 55,040	\$ 1,420,082	\$ 3,606,183	\$ 1,068,643	\$ 1,514,766	\$ 1,220,136
Fund Cash Balance Beginning of Fiscal Year	\$ 1,903,096	\$ 1,824,724	\$ 3,060,835	\$ 3,115,874	\$ 4,535,956	\$ 6,142,139	\$ 9,200,783	\$ 10,715,549
Fund Cash Balance End of Fiscal Year	\$ 1,824,724	\$ 3,060,835	\$ 3,115,874	\$ 4,535,956	\$ 8,142,139	\$ 9,200,783	\$ 10,715,549	\$ 11,935,685

Assumptions

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Staffing/Enrollment								
Total Student FTE	429	425	395	855	920	1000	1020	1020
Instructional Staff	48	48	48	98	97	99	105	105
Administrative Staff	5	6	6	10	11	12	11	11
Other Staff	4	5	5	18	18	14	9	9



HORIZON

Purchased Services								
Rent	-	-	-	379,040	-	-	-	-
Utilities	46,796	75,462	72,413	135,440	113,000	129,360	131,947	134,866
Other Facility Costs	165,663	196,285	237,413	463,080	330,000	343,800	352,676	361,630
Insurance	-	-	-	-	-	-	-	-
Management Fee	554,411	796,777	800,165	1,809,508	2,354,891	2,194,964	2,226,908	2,147,144
Sponsor Fee	-	-	-	-	-	-	-	-
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	22,341	15,576	12,501	33,000	15,000	15,300	15,606	15,918
Marketing	16,622	15,445	43,455	40,000	12,000	14,140	14,783	15,428
Consulting	-	-	-	-	-	-	-	-
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	126,877	189,489	182,089	191,000	195,000	219,540	227,131	234,773
Technology Services	165,735	213,856	150,912	271,962	292,095	212,553	216,264	226,029
Food Services	194,100	281,412	304,494	515,000	540,000	570,700	601,514	612,444
Other	68,200	82,983	192,158	256,052	341,670	240,000	285,000	287,020
Total	1,362,710	1,869,283	2,014,599	3,788,102	4,194,456	3,940,366	4,075,825	4,034,973

Financial Metrics								
Debt Service Payments	\$ 1,051,874	\$ 510,000	\$ 510,000	\$ 510,000	\$ 510,000	\$ 510,000	\$ 510,000	\$ 510,000
Debt Service Coverage	0.29	2.95	1.11	3.78	8.07	3.08	3.97	3.39
Growth in Enrollment	0.00%	-0.93%	-7.06%	116.46%	7.60%	8.70%	2.00%	0.00%
Growth in New Capital Outlay	0.00%	-60.55%	-55.21%	244.62%	-74.22%	128.18%	-15.53%	5.21%
Growth in Operating Receipts	0.00%	25.43%	2.00%	95.32%	23.92%	-2.61%	3.64%	-9.16%
Growth in Non-Operating Receipts/Expenses	0.00%	46.60%	-11.15%	147.72%	-20.79%	-47.23%	-5.99%	15.27%
Days of Cash	0.32	0.26	0.41	0.22	0.34	0.60	0.58	0.83

Assumptions Narrative Summary

HSA Elementary school has management agreement with Concept Schools Inc which is effective until the expiration of the Schools' charter agreement. The management fees are 10% of total annual revenues. The Sponsor, Buckeye Community Hope Foundation receives 3% of the Schools' State Foundation Payments. The salaries increased at 10% rate. A 8% inflation factor has been added to other expenses. This year the school received Quality Community Grants. Additional ARP ESSER federal grants were allocated until the end of FY24 to purchase equipments and services as well as PPE supplies and hire additional staff to address the learning loss. Foundation payments have increased in January'22 due to new HB110 where community schools are funded directly from the state with no deductions from students' district of residence. FY24 adjusted FTE is 370. The schools planned FTE for the following years is 470.

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 3,927,017	\$ 1,530,000	\$ 1,020,000	\$ 2,397,017	Peoples Bank
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 3,927,017	\$ 1,530,000	\$ 1,020,000	\$ 2,397,017	

Other expenses in Purchased Service Details consists of Professional Development, Other Professional Technical Services, Other Extracurricular Services, Travel Reimbursements and Telephone and internet services. Property/Liability Insurance, Membership/Sponsor fees, and Audit fees are recorded under 800-Other Objects expense accounts. The totals are as follows:

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Insurance	10,924	11,000	15,431	26,188	29,327	29,913	30,512	31,122
Sponsor fee	124,427	122,000	118,656	258,252	302,314	309,058	309,058	308,545
Audit fees	8,802	9,000	9,000	21,140	21,863	22,430	23,013	23,511

Any questions related to this report can be directed to School Treasurer, Ahmet Erdal at erdal@conceptschoools.org

Exhibit 5
Plan of Action for Financial Difficulties or Closure



Community Schools: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Revised: April 2023

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes, or operations are suspended.

Statutory Requirement for Closure

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. To provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority 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 shall cease all school operations on the next business day.*



Overview

Sponsors provide and execute a plan for an orderly conclusion of a community school's operations when a community school is closed or suspended for any reasons permitted by law and/or the contract between the sponsor and the school. A school is considered closed or suspended when instruction has ceased, and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if the Department issued a notice to a school under the state's automatic closure law, [ORC 3314.35](#). In the case of both suspension and closure, the sponsor and an authorized representative of the governing authority complete and sign the Suspension and Closing Assurance Form. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing responsibilities. **If a school's governing authority is no longer able or willing to fulfill its obligations to orderly closure, the school's sponsor assumes responsibility for all closure activities.** A plan for school closure is a required part of the school's contract with the sponsor. Final preparations, as outlined in the plan, should be in place prior to the last day students are in attendance.

Note:

- The suspension and closing procedures detailed in this document or the accompanying are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors should consult their legal counsel. Sponsors must submit a Suspension and Closing Assurance Form for each suspended or closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

When possible, the final FTE review should be completed within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing by the Department. Final FTE reviews should be completed prior to transfer of original student records to the district(s). Sponsors must monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, the sponsor must step in and make the necessary arrangements.

Sponsors should begin completing the Suspension and Closing Assurance Form as soon as possible after the suspension or closure of the school.

For all suspensions and closures, an estimated timeline for suspension and closure activities must be submitted to the Office of Community Schools. For mid-year suspension or closure, the estimated timeline must be submitted to the Office of Community Schools within 10 days of notification. In the case of suspension or closure at the end of the school year, sponsors shall submit an estimated timeline for suspension or closure activities to the Office of Community Schools, via Epicenter. When submitting the first quarterly suspension and closing assurances report, please ensure Column I is filled out with estimated dates of completion. Additionally, when submitting future quarterly suspension and closing reports, update Column I as needed.

The updated Suspension and Closing Assurance Form shall be submitted to the Office of Community Schools, quarterly, (July 1, or July 15 for newly closed schools, Oct. 1, Jan. 1 and April 1) via the Epicenter "Quarterly suspension and closing assurance reports" submission type while noting which activities are complete and identifying the date of completion for each item. Sponsors should continue to submit quarterly closing



assurance reports until all items on the form are complete and the suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the “Notes” column, a narrative explaining any delays. For items in which the sponsor believes is “non-applicable” to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

If refunds are generated later, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the report and complete the Final Payments and Adjustments section.

Additional Resources

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

Submission Instructions

Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports quarterly using the submission type: Quarterly Suspension and Closing Assurance Reports; and the (2) completed Suspension and Closing Assurance Form with its Certification tab using the submission type: Suspension and Closing Assurance Form. Upload the files to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select either the “Quarterly Suspension and Closing Assurance Reports” or the “Suspension and Closing Assurance Form.” Final closure assurance forms should be submitted by sponsors using submission type “Suspension and Closing Assurance Form.”
8. For Entities, select the appropriate school by checking the box next to the school’s name.
9. Enter the required information.
10. Click the Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with the completed spreadsheet.

The OCS consultants use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above



Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education, and other interested entities are secured and available as needed during the closeout process. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions or events maintained and kept for the proper administration of the school, including student, staff, and administrative/financial information. Please note, the following categories and types of records should not be considered as the entire list of documents that might be examined during a suspension or closing procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's [FTE Review Manual](#).)

Student Records

Student records include all educational, special education and other documents in the school's possession that relate to a student. Student records include, but are not limited to: documents normally found in permanent record folders that are necessary for reviews and audits; attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, courses completed and grades for each course, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; FTE Detail reports, with names and SSID numbers that can be used to match names to the FTE Detail report with randomly selected SSIDs obtained by the area coordinator; special education information and folders; and other such information that may be maintained and kept in a student permanent record folder.

Schools must retain copies of all student records necessary to complete the final FTE review and financial audit.

Staff Records

Staff records include but are not limited to employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be included in an employee record folder. Staff records at the school do not include records of individuals employed by the operator or contractors.

Administrative/Financial Records

Administrative/financial records include, but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers and purchase orders that detail expenditures; grant records, including detail of federal and state grant awards and final expenditure reports and contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

Record Retention

Sponsors shall secure all school records (student, personnel, fiscal, etc.) prior to closing. All such records shall be maintained according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy. [Find additional information](#) regarding state requirements. Federal records retention schedules are [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Form.



Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedule.

Should you have any questions, please contact your lead consultant or the Office of Community Schools at Community.Schools@education.ohio.gov.

Please note:

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the “Notes”, column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.



Instructions for Completing All Required Suspension/Closing Tasks

Section A: Initial Notifications

1. **Notify the Office of Community Schools (OCS) that the school is being suspended, closed or non-renewed under 3314.07(B) or for other cause, or the school has taken action to initiate closure within required timelines.**
 - a. In the case of a sponsor suspending or terminating a school's operation during the school year, notify OCS that the school is suspending or closing within 24 hours of the action.
 - b. In any other case, notify OCS of the action within 10 days.
 - c. Submit the community school's board resolution via Epicenter, including the date of suspension or closing within 10 days of the action.
2. **Notify the Area Coordinator's office to schedule the student enrollment/FTE review.**
 - a. Notify area coordinator(s) of the school suspension or closure and schedule the final student enrollment/FTE review within three days of the action.
 - b. The treasurer/fiscal officer of the school and other applicable staff should familiarize themselves with the current FTE manual.
 - c. In the case of closure, non-renewal or termination for reasons other than those outlined in 3314.07(B), the sponsor shall request notice of intent regarding continued operation from the school no later than May 15 and provide the response via Epicenter to the Office of Community Schools within three days of receipt.
3. **Notify the resident districts of students enrolled in the school, and the Auditor of State's office of the school being suspended, closed or non-renewed; include the effective date of the suspension or closure.**
 - a. Notify the resident districts, for the students currently enrolled.
 - b. Notify the Auditor of State's office of the school suspension or closure.
4. **Notify STRS and SERS that the school is being suspended or closed.**
 - a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
 - b. Ensure STRS and SERS contributions are current and request a final reconciliation.
 - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
 - ii. For any other case, notify retirement systems no later than May 1.



Section B: Timeline of suspension or closure process

- 1. Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
 - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances form with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
 - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
 - ii. In the case of suspension or closure at the end of the school year, include an estimated timeline when submitting the first quarterly suspension and closing assurances report.

Section C: Parent Notification

- 1. Notification to parents of community school suspension or closure**
 - a. Notify parents that the school is suspending or closing through a formal letter from the school's Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
- 2. Provide each parent with the location to where the child's records are delivered.**
 - a. The notification must include, but not be limited to; address and phone number, department and contact information of the resident districts to where the records are being delivered to.
- 3. Provide each parent with the contact information of the school's sponsor.**
 - a. The notification must include the contact information of the school's sponsor.
- 4. Information meeting regarding educational options for students**
 - a. Notify parents of an informational meeting, where the school will present education options to students for enrolling in another community school, traditional school, or nonpublic school.
 - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

Section D: Staff Notification

- 1. Notify the teachers and staff that the school is suspended or closing.**
 - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to, the reason for the suspension or closing of the school, and if applicable, the status of appeals or legal action. Additionally, in the case of a mid-year suspension or closure, provide a second notification to the teachers and staff no later than 7 days after the initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6)



description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

- b. In the case of nonrenewal under ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school, and if applicable, the status of appeals or legal action.
 - i. Additionally, in case of nonrenewal under ORC 3314.07 (B), provide a second notification to the teachers and staff no later than April 1 and include items 1-7 of section (D)(1)(a) above.
- c. In the case of nonrenewal for reasons other than ORC 3314.07(B), notify teachers and staff that the school is suspending operations or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school and the status of appeals or legal action.
 - i. Also, in case of nonrenewal for reasons other than ORC 3314.07(B), provide a second notification to the teachers and staff no later than May 1 and include items 1-7 of section (D)(1)(a) above.

2. Notify teachers and staff that STRS/SERS contributions are current.

- a. Include language in staff letter to assure staff that the contributions are kept current.

3. Clarify COBRA benefits and when medical benefits end.

- a. In the case of mid-year suspension or closure, school employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after.
- b. In the case of nonrenewal under 3314.07(B) the notification, described in section (D)(3)(a), shall take place no later than April 1.
- c. In all other cases, the notification shall take place no later than April 15.

4. Notify staff of the obligation to continue instruction through the date of suspension or closure.

- a. Notify teachers and staff that the school is suspending operations or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must reiterate their obligation to continue instruction through the date of suspension or closure.

5. Ensure each faculty member's LPDC information is current and available to the teacher.

- a. Provide each faculty member, in the case of a mid-year suspension or closure, with documentation that their LPDC information is current within five days of the action.
 - i. In the case of nonrenewal under 3314.07(B), notify the faculty no later than April 1.
 - ii. In all other cases, notify the teachers no later than April 15.

6. Provide sponsor contact information to all staff.

- a. See item (D)(1) above and include in the letter to teachers and staff must the sponsor contact information.

7. Ensure all Resident Educator program documentation is current and available to affected teachers.

- a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that their Resident Educator program information is current within 5 days of action.
 - i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
 - ii. In all other cases, ensure the resident education program documentation is current no later April 15.



Section E: Secure all school records, property, and assets.

- 1. Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
 - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
 - b. If the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
 - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
 - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
 - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

Section F: Student Records

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

- 1. Ensure student records are in order and transcript materials can be provided immediately.**
 - a. Organize records by grade level and district of residence.
 - b. Student names and SSID must be displayed clearly.
 - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 2. Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
 - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
 - b. Scan or make a copy of each currently enrolled student's records.
 - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
 - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
- 3. Organize all withdrawn student files by district.**
 - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
 - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.



- 4. Organize all SPED files by district (separate from cumulative files)**
 - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
 - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.

- 5. If the school has graduated students, compile a list of the names and dates of all graduates, and provide digital or hard copies of transcripts.**
 - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
 - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

- 6. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
 - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
 - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
 - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*

- 7. If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**

- 8. Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the student's new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
 - a. Provide the district of residence with a printed list of all student records they are receiving.
 - b. Records must be placed in a box and arranged in alphabetical order.
 - c. Place a printed list of the student records on the outside of each box of records.
 - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
 - e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

- 9. Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
 - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
 - b. Records must be placed in a box and arranged in alphabetical order.
 - c. Include a printed list of the special education student records inside of each box to ensure student confidentiality.



- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be placed in a box in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.



Section G: Financial Review and Notifications includes completing a review of the financial records within seven days of notice of suspension or closure.

1. Compile List of Creditors and Debtors.

- a. Compile a listing of Creditors. The list may include, but not be limited to, the following categories:
 - i. Contractors to whom the school owes payment.
 - ii. Lenders
 - iii. Mortgage holders
 - iv. Bond holders
 - v. Equipment suppliers
 - vi. Secured and unsecured creditors
 - vii. Persons or organizations who owe the school fees or credits.
 - viii. Lessees or sub-lessees of the school
 - ix. Any person or organization holding property of the school.
- b. Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors.

2. Notification to all Creditors

- a. Solicit from each creditor a final accounting of the school's accrued and unpaid debt.
 - i. Compare the figures provided with the school's calculation of the debt and reconcile.
 - ii. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.
 - iii. Schools having elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of Unemployment Insurance Operations to determine unemployment insurance liability.

3. Notification to all Debtors

- a. Contact all debtors and request payment.
 - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.
 - ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

4. Notification to vendors and termination of contracts

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will be made.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g., copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.



5. Review of budget and cash balances to ensure funds through closure process.

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions to closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

6. Terminate Operator (EMO/CMO) Agreement

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
 - i. Request a final invoice from the operator and a final accounting of any retained school funds and the status of grant funds.
 - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
 - iii. The school and the operator agree when other services including business services will end.

7. Notify all funding sources, charitable contributors, grants, etc.

8. Final Reporting of all EMIS items (staff, student, and fiscal)

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

9. Preparation of year-end financial statements

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:
 - i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
 - ii. List of investments in paper (hard copy) format.
 - iii. List of all payables and indicate when a check to pay the liability clears the bank.
 - iv. List of all unused checks (collect and void all unused checks).
 - v. List of any petty cash.
 - vi. List of bank accounts, closing the accounts once all transactions are final.
 - vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
 - viii. Lists of all accounts receivable.
 - ix. List of assets and their disposition



10. Establish approved order of Vendors to be Paid.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, and any other non-federal dollars to pay creditors in the following order:
 - i. Retirement funds of employees of the schools, such as 401Ks.
 - ii. STRS/SERS retirement systems teachers and staff.
 - iii. Teachers and staff salaries.
 - iv. Unemployment insurance, if applicable.
 - v. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs.
 - vi. Any remaining funds are to be paid to the Department of Education.

Section H: Disposition of Assets

1. Establish a comprehensive Asset listing for the school by fund.

- a. The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish a check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.
 - i. *NOTE: ORC 3314.0210, effective 02/01/2016, states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a community school under this chapter with state funds that were paid to the operator or management company by the community school as payment for services rendered, such property is property of that school and is not property of the operator or management company. When a community school permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.*

2. Separate Identification of Federal assets valued over \$5,000.

- a. Unless otherwise described below for the Public Charter Schools Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labeled on the disposition of assets record as having been purchased with federal dollars, along with the purchaser information (name of school or organization and contact).

3. Separate identification of Federal assets purchased with PCSP funds.

- a. The following tasks are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
 - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
 - ii. After the above steps have been taken, any remaining assets may be offered to any public- school district with documented board resolutions by the community school and the accepting district.
 - iii. Provide the Office of Community Schools with a written report of the property and, if



available, a bill of sale. Completion within 30 days of closure.

4. Separate identification of Federal assets purchased with NSLP funds.

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
 - i. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

5. Establish Fair Market Value

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).
 - i. *Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy also should be followed. If an asset has no market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.*
 - ii. As a best practice, sponsors are advised to periodically review the schedule of assets and accompanying value to ensure that records are up to date.
- b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

6. Designation of Individual with legal authority for payment processing

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

7. Board approved Disposition plan for assets

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

8. Notification of Public Auction

- 9. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure. Board resolution for assets transferred to another public school at no cost.**



- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must provide board resolutions and minutes of any assets transferred at no cost to another school. In the case of a mid-year closure, a plan for disposition of assets shall be completed within 14 days of notice or closure.

10. Identify any Ohio Facilities Construction Commission guarantees.

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

11. Notify the Ohio Facilities Construction Commission of the closure.

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

12. Offer assets acquired from public districts back to district at Fair Market Value

- a. Consistent with ORC Section 3314.051, the community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, shall offer real property acquired from a public-school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

13. Prepare documentation on the sale of assets.

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must track the sale of items in addition to establishing a fair market value for each item and have supporting board resolutions for donation of items to another community, other public school, or nonprofit entity.

Section I: Final Payments and Adjustments

1. Final Payments to All Vendors

- a. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).

2. Completion of Final Audit

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office. **(Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.)**

3. Send Remaining Funds to ODE

- a. Send all the remaining funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition. **(Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)**

4. Close all Bank Accounts.

- a. The treasurer shall direct all bank accounts to be closed.
 - i. Remaining checks shall be destroyed.



Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
 - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
 - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
 - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is adopted, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
 - a. Name of the nonprofit corporation.
 - b. Address of the nonprofit corporation's principal office.
 - c. Date dissolution was authorized.
 - d. If dissolution was authorized by the directors, a statement to that effect.
 - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
 - f. Provide additional information the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.

School Closure Quick List

School Responsibilities (Board/Director/Staff/Mgt company)

- Board resolution for closure of school
- Board resolution for disposition of assets
- Notification to parents of closure – Letter must include the following
 - Reason for closure
 - Options for enrolling in other schools
 - Location of student records
 - Contact info for Sponsor
- Notify Teachers of closure – Letter must include the following
 - Clarification of COBRA or other benefits
 - Information on the location of LPDC documents
 - Reminder to faculty of obligation to teach until last day
 - Sponsor contact info
- Organization of all student records
 - Make copies of all CURRENT student records including SPED (if possible scan to jump drive we will provide)
 - Create list of all current students including address, grade, and resident district
 - A copy of the list must be provided to each resident district (broken out)
 - Organize student files by grade and in alphabetical order
 - Name and SSID should be clearly visible
 - Create list of all graduates with date of graduation and transcripts
 - Keep all SPED files separate for delivery directly to SPED office at resident district
 - Deliver ORIGINAL and WITHDRAWN files to resident districts within 7 days of school closure
 - Must obtain signature from each receiving district
- Schedule FTE review with area coordinator
- Confirm all assets are accounted for once Treasurer provides the asset listing
- Notify the Secretary of State of dissolution
- Notify IRS of dissolution

Documents School must provide to Sponsor

1. Copy of parent letter
2. Copy of staff letter
3. Copy of Board closure resolution
4. Copy of Board resolution for Disposition of assets
5. Copy of Board resolution naming individual with authority to process payments moving forward
6. Copy of any notices to ODE or Media for auction
7. Current student list including address, grade, and resident district
8. Jump drive with scanned records for current students
9. List of any graduates (digital transcripts if available)
10. Copy of email requesting FTE review
11. Copy of final FTE report
12. Copy of Delivery Receipts to resident districts (for both Cumulative and Sped files)

Treasurer Responsibilities

- Notify STRS/SERS of closure
 - Ensure STRS/SERS contributions are current
- Update and confirm the Fixed Asset list
 - Must include the funding source and Fair Market value
 - Create bill of sale for any assets sold
- Notify Auditor of State of school closure and schedule final audit
- Identify any PCSP purchased assets
- Identify any School Facilities guarantees
- Identify any National School Lunch Program equipment purchases
- Create June 30 financials to include
 - Bank reconciliation
 - List of investments
 - List of Payables
 - Creation of priority list if not enough funds to pay everyone
 - List of unused checks
 - List of petty cash
 - List of bank accounts
 - Closing bank accounts when all transactions complete
 - Payroll reports
 - List of Accounts receivable
- Return all unused funds to ODE

Documents Treasurer must provide to Sponsor

1. All June 30 financials
2. Copy of email to STRS/SERS for closure
3. Copy of email to AOS requesting final audit
4. Proof of Hinkle system submission
5. Asset list with all required elements
6. Any Bills of Sale for assets
7. Copy of email to SFC (if app)
8. Copy of offer letter to local district if selling items back
9. Accounts payable listing with priority payoff schedule
10. Copy of remission check to ODE for unused funds
11. Proof of bank account closure
12. Copy of Final audit

Sponsor Responsibilities

- Collect all documents to be submitted to ODE and Auditor of State
- Serve as backup in the event school is unable to complete any of its obligations for closure
- Submit Quarterly and Final Assurances to ODE as needed
- Submit estimated Timeline to ODE for closure process

Sponsor Representative

School Representative

**BCHF STANDARD OPERATING PROCEDURE:
FINANCIAL DIFFICULTY OR CLOSURE PRIOR TO END OF SCHOOL YEAR**

By authority of the community school contract executed between Buckeye Community Hope Foundation ("BCHF" or "Sponsor") and the Governing Authority ("School") as amended (the "Contract"), and provisions of Chapter 3314 of the Ohio Revised Code, including but not limited to, ORC 3314.03(D)(6) and 3314.015(E), and OAC 3301.102-05(A)(7), Buckeye Community Hope Foundation's plan of action for responding to critical financial difficulties or closure experienced by the School prior to the end of the school year is as follows:

1. Pursuant to the community school contract, the School must cooperate fully with the Sponsor in all activities as required by Ohio Department of Education (ODE) regulations for oversight of the School, including but not limited to:

- Annual file updates as requested by BCHF;
- Annual Review of Auditor reports;
- Timely submission of both the October and May 5-year forecasts;
- Timely submission of the board approved annual School Budget;
- Monthly reviews of the school's financial position; and
- Other appropriate requests for information from BCHF or ODE.

Further, pursuant to the community school Contract, the School shall comply with all reasonable requests of the Sponsor. Failure to do so may constitute grounds for Sponsor to place the School on probation, suspension, and/or termination of the Contract. In Article VIII. of the Contract, the School specifically recognizes BCHF's authority to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the school's Contract and correct problems in school performance.

In the event the School experiences financial difficulties, BCHF will utilize its authority under Ohio Revised Code, Ohio Administrative Code, and Article VIII. of the Contract to obtain necessary information from the School to identify causes, develop potential remedies, and prepare contingency plans, if necessary.

The Sponsor shall require the School to develop and implement a remedial plan to address the school's financial difficulties in a timely manner. Such remedial plan may include, but is not limited to:

- School providing more frequent or enhanced financial reporting to Sponsor; arrangements for on-site financial inspections and/or audits of the School by Sponsor or sponsor's representatives.
- Providing supplemental reports to the Sponsor confirming the implementation of remedial steps in accordance with an agreed upon timetable.
- School's attainment of specified financial benchmarks according to an agreed upon timetable. Sponsor may compel the School to provide such a remedial plan through the use of probation or notice of intent to suspend.

In the event the School fails to provide an acceptable remedial plan, or fails to implement a remedial plan approved by the Sponsor, the Sponsor reserves the authority to require changes to the management of the School, to the extent permitted by Ohio Revised Code Chapter 1702, or other applicable law. Pursuant to the community school Contract, as permitted by law, the School grants

BCHF power of attorney to carry out provisions of applicable law and the Contract on behalf of the School, should it become necessary to do so by the sponsor's sole discretion, and to appoint a new Board of Directors for the School for cause or breach of the Contract.

If the School is not able to remedy its financial difficulties in a manner satisfactory to BCHF, then BCHF reserves the right to terminate the school's Contract in accordance with provisions of Ohio Revised Code 3314.07.

2. BCHF's plan of action in the event the School is suspended, terminated, or otherwise closes such that the School ceases operation prior to the end of the school year, is as follows:

BCHF will take every possible reasonable step to avoid a mid-year closure. Prior to any decision to suspend or close school operations mid-year, BCHF may take steps including but not limited to:

- At the BCHF Board's discretion, waive school sponsorship fees for a specified period of time.
- BCHF staff may assist in the renegotiation of Contracts to gain more favorable terms for the school.
- BCHF staff may meet directly with the school Treasurer and Director to evaluate spending in all areas and develop a plan to reduce expenses while maintaining required minimum staffing levels.
- BCHF may provide direct support to the school in identified areas to reduce costs.

In the event every possible step towards a solution has been taken and the school must be closed, BCHF shall comply with the provisions of ORC 3314.07, 3314.072, and 3314.073 regarding the procedures and notices for placing the School on probationary status, suspension, and/or termination.

In the event it becomes necessary for the Sponsor to suspend or terminate the school's Contract, BCHF will adhere to the **Community School Suspension and Closing Procedures** and forms prescribed by the Ohio Department of Education.

The following steps are strong areas of focus for BCHF to ensure the best possible transition for students and staff affected by the closure.

- Immediate communication of closure with ODE, parents, and school staff.
- Direct communication with the local public school district to arrange delivery of records and to ensure parents receive support as they transition to a new school.
- Coordination with the closure school to host an enrollment fair for all school options available in the area so parents are fully aware of choices and can be assisted in the transition to a new school.
- Coordination with the closure school to ensure both student records and staff files are completely organized and ready for delivery to prevent any delays during the transition.

Revised March 15, 2017