

**COMMUNITY SCHOOL CONTRACT
FOR
Foxfire Intermediate School**

A START-UP COMMUNITY SCHOOL

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, this contract is effective the 1st day of July, 2023, by and between the Maysville School District Board of Education (hereinafter the "SPONSOR"), and the governing authority of the Foxfire Intermediate School (hereinafter the "SCHOOL").

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

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

**Mr. Doug Sidwell
2220 Pinkerton Lane Zanesville, OH 43701**

**Mr. Derek Boothe
5040 Pine Valley Drive Zanesville, OH 43701**

**Mrs. Barbara Gibbs
570 Kadie Lane Zanesville OH 43701**

**Mr. Davenport
1800 Aspen Drive Zanesville, OH 43701**

**Mr. James M. Ziemer
1995 Dietz Drive Zanesville, OH 43701**

Article I. Purpose

This Contract is established pursuant to Chapter 3314 of the Ohio Revised Code and specifically Section 3314.03 of the Ohio Revised Code for the purpose of establishing the SCHOOL as a start-up community school. The SCHOOL shall be a public school, legally separate from any

school district, and pmi of the state education program. Pursuant to Ohio Revised Code Section 3314.01, the SCHOOL may sue and be sued, acquire facilities as needed; and contract for services necessary for the operation of the school. The SCHOOL may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Ohio Revised Code Chapter 3314, other statutes applicable to community schools and the terms of this Contract as set forth below.

Article II. Term

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

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

Article III. Responsibilities of the SCHOOL/ Governing Authority

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

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

Students will receive instruction through non-electronic means located in the physical facilities the SCHOOL.

The SCHOOL's Governing Authority shall purchase liability insurance or otherwise provide for the potential liability of the SCHOOL.

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

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

The SCHOOL shall comply with divisions (A), (B), and (C) of sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.

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

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

The SCHOOL shall request the superintendent of the Bureau of Criminal Identification and Investigation (BCII) to conduct a criminal records check with respect to any applicant who has applied to the SCHOOL for employment in any position as a person responsible for the care, custody, or control of a child pursuant to Section 3319.39 of the Ohio Revised Code.

The SCHOOL shall not permanently hire a person for any position responsible for the care, custody, or control of a child until it receives a favorable criminal records check for that person from the Bureau of Criminal Identification and Investigation (BCII).

The SCHOOL will describe the learning opportunities that will be offered to students including both classroom-based and non-classroom-based learning opportunities, in compliance with

criteria for student participation established by the Department of Education under R.C. 3314.08 (L)(2).

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

A. Educational Program

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

To the extent applicable, the SCHOOL shall comply with sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except that the requirement in sections 3313.61, 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the SCHOOL rather than the curriculum specified in Title 33 of the Ohio Revised Code or any rules of the State Board of Education.

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

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

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

The SCHOOL shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student without a legitimate excuse fails to

participate in seventy-two hours of the learning opportunities offered to the student.

The SCHOOL Board of Directors may contract with the governing authority of another community school, the board of education of a school district, the governing board of an educational service center, a county MR/DD board, or the administrative authority of a non public school for the provision of services to a disabled student enrolled at the SCHOOL.

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

B. Financial Plan

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

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

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

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

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

C. Governance and Administrative Plan

The SCHOOL shall comply with the procedures by which members of the SCHOOL's Board of Directors shall be determined in the future as set forth in Exhibit 3 ("**Governance and**

Administrative Plan"), which exhibit is attached hereto and incorporated by reference herein.

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

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

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

The SCHOOL shall comply with the provisions regarding health care and other benefits to be provided to SCHOOL employees as set forth in the **Governance and Administrative Plan**. In the event this Contract is terminated or not renewed, the SCHOOL shall comply with the requirements and procedures regarding the disposition of employees of the SCHOOL as set forth in the **Governance and Administrative Plan**.

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

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

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

D. Assessment and Accountability Plan

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

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

education oversight requests in furtherance of any study or research that the general assembly requires the office to conduct.

Article IV. Responsibilities of the SPONSOR

Pursuant to section 3314.01 1(A) of the Ohio Revised Code, the SCHOOL shall employ or engage SPONSOR's treasurer, via contract with the SCHOOL's Board of Directors, to serve as the SCHOOL's fiscal officer.

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

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

1. Monitor the SCHOOL'S compliance with all laws applicable to the school and with the terms of the contract;
2. Monitor, evaluate and report the SCHOOL's compliance with laws, rules and terms of the contract by:
 - Conducting a minimum of 2 comprehensive site visits annually to the school while classes are in session and;
 - Make written reports of all information obtained during the site visit;
 - Provide written reports of site visits to the Department of Education upon request.
3. Provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and terms of the contract;
4. Take steps to intervene in the SCHOOL'S operation to correct problems in the SCHOOL'S overall performance, declare the school to be on probationary status pursuant to R.C 3314.073 (as then in effect), suspend the operation of the school pursuant to R.C. 3314.072 (as then in effect), or terminate the contract of the school pursuant to R.C. 3314.07 (as then in effect), as determined necessary by SPONSOR;
5. Have in place a plan of action to be undertaken in the event SCHOOL experiences financial difficulties or closes prior to the end of a school year.

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

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

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

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

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

Payments from the SPONSOR to the SCHOOL Pursuant to section 3314.0S(G) of the Ohio Revised Code, the SPONSOR shall utilize local funds to make enhancement grants to the SCHOOL that fully fund any costs of special education or related services provided by the SCHOOL pursuant to an IEP that are not funded by the Ohio Department of Education pursuant to section 3314.08 of the Ohio Revised Code. Alternatively, the SPONSOR may choose to provide such unfunded special education or related services without cost to the SCHOOL, so long as the provision of these services by the SPONSOR is in accordance with all applicable law.

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

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

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

Article V. Joint Responsibilities

The SPONSOR and the SCHOOL recognize the authority of the State Department of Education to take over sponsorship of the SCHOOL in accordance with R.C 3314.015(C) as then in effect.

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

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

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

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

The SCHOOL shall comply with all the provisions set forth in the Americans with Disabilities Act and shall not exclude a qualified individual with a disability, by reason of such disability, from participation in any programs or activities of the SCHOOL, or subject such qualified individual to discrimination by the SCHOOL.

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

The SCHOOL shall comply with all the provisions set forth in Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person on the basis of such handicap from participation in any programs or activities of the SCHOOL.

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

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

Article VII. Site Visits

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

Article VIII. Governing Law/Miscellaneous

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

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

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

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

This Contract creates no third-party beneficiaries.

Article IX. Assignment

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

Article X: Changes or Modifications

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

Article XI. Suspension

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

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

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

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

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

Article XII. Termination; Renewal

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

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

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

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

The SCHOOL acknowledges and agrees that, as provided by Section 3314.35(D) of the Ohio Revised Code, SPONSOR may nonrenew this Successor Contract for any reason. In the event that this contract is terminated or nonrenewed by the SPONSOR as provided herein or as otherwise permitted by law, the SCHOOL agrees not to contest such termination or nonrenewal in any forum, and the SCHOOL further agrees that the exercise of such option shall not be

considered, nor shall it give rise to any rights on the part of the SCHOOL associated with, a "termination" or "nonrenewal" as such term is used in connection with community school sponsorship contracts in section 3314.07 or any other Section of the Ohio Revised Code, which rights are hereby expressly waived by the SCHOOL.

SPONSOR

COMMUNITY SCHOOL

ON BEHALF OF THE MAYSVILLE
SCHOOL DISTRICT BOARD OF
EDUCATION

ON BEHALF OF THE FOXFIRE
Intermediate SCHOOL

By: Robert L. Wilson

By: Derek Booth

Name: Mr. Robert Wilson

Name: Mr. Derek Boothe

Title: President, Board of Education

Title: President, Board of Directors

Date: 4-28-2023

Date: 4-28-2023

EXHIBIT 1:
Comprehensive Plan
for
Foxfire Intermediate School

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

EXHIBIT 1(A):
Educational Plan
For the
Foxfire Intermediate School

A Start-Up Community School

Brief Overview

The Foxfire Intermediate School is designed for home schooled students, students who have experienced lack of success in traditional elementary and middle school settings, and nontraditional students of middle school age and beyond. The program provided an open, non discriminatory environment where students are encouraged to work at their own pace while staff helps students overcome barriers that have hindered past academic achievements. This school will offer and operate a Student Support Team comprised of members from many local agencies that can offer assistance and programming to the students and their families. Students will participate in a component designed as community service that will average approximately five (5) hours a week. Foxfire Intermediate School is especially appealing to students by offering small class sizes, personal development, teaching Core Values, extensive wrap-around services and educational adaptability.

Mission

The mission of the school is as follows:

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

Educational Philosophy and Beliefs

Educational Philosophy: The Foxfire Intermediate School is based upon the Stephen Covey's Seven Habits of Highly Effective People. Students are expected to be introduced and given essential skills and areas of knowledge. The curriculum will be relevant and modeled from the sponsoring schools. Teaching and learning is personalized with students and their families. Teachers are coaches and teach students the capacity to learn so they ultimately teach themselves. Our wrap-around services will provide a foundation to the growth of each student.

Beliefs: Each of these beliefs are essential to the continued success of the Foxfire Intermediate School.

Habit 1 -be proactive

This is the ability to control one's environment, rather than have it control you, as is so often the case. Self determination, choice, and the power to decide response to stimulus, conditions and circumstances.

Habit 2 -begin with the end in mind

Covey calls this the habit of personal leadership -leading oneself that is; towards what you consider your aims. By developing the habit of concentrating on relevant activities you will build a platform to avoid distractions and become more productive and successful.

Habit 3 -put first things first

Covey calls this the habit of personal management. This is about organizing and implementing activities in line with the aims established in habit 2. Covey says that habit 2 is the first or mental creation; habit 3 is the second or physical creation.

Habit 4 -think win-win

Covey calls this the habit of interpersonal leadership, necessary because achievements are largely dependent on co-operative efforts with others. He says that win-win is based on the assumption that there is plenty for everyone, and that success follows a co-operative approach more naturally than the confrontation of win-or-lose.

Habit 5 -seek first to understand and then to be understood

One of the great maxims of the modern age. This is Covey's habit of communication, and it's extremely powerful. Covey helps to explain this in his simple analogy, "diagnose before you

prescribe”. Simple and effective, are essential for developing and maintaining positive relationships in all aspects of life.

Habit 6 -synergize

Covey says this is the habit of creative cooperation -the principle that the whole is greater than the sum of its parts, which implicitly lays down the challenge to see the good and potential in the other person's contribution.

Habit 7 -sharpen the saw

This is the habit of self renewal, says Covey, and it necessarily surrounds all the other habits, enabling and encouraging them to happen and grow. Covey interprets the self into four parts: the spiritual, mental, physical and the social/emotional, which all need feeding and developing.

Type of School

The school will be created as a start-up community school pursuant to Section 3314.03 of the Ohio Revised Code. The school will be an alternative learning center for students who are intermediate school age who have been unsuccessful in a traditional elementary or middle school setting under the Ohio Revised Code 3314.06. Certain other educational, co-curricular, and extracurricular activities may also be provided in cooperation with the sponsor.

Attendance Area

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

Characteristics of Students (Profile)

The short lives of those in kindergarten through eighth grade students targeted by FIS have not been without challenges. These students will come to FIS with low reading and mathematics achievement scores, far behind the academic norm. Many live in poverty, have been incarcerated, and/or come from physically abusive situations. Wellness issues such as low self esteem, anxiety, drug and alcohol abuse, obesity, diabetes, poor dietary practices and teen pregnancies are present in many of their lives. They often lack the supportive environment of a well-functioning family. They often have poor peer relationships and poor social skills. Their view of the world is very narrow. Often they come from families that have been on welfare for generations and are not at all familiar with the world of work. They often have unrealistic perception of their skill levels and therefore are unable to set reasonable goals. They lack the assets needed to succeed.

FIS student profiles typically show subgroups of students that are living in poverty and with learning disabilities, requiring Tier II and Tier III intervention.

The needs assessment for FIS showed that on State Report Cards from local elementary and middle schools many students are not meeting academic success. These are often the subgroup students, those living in poverty and with learning disabilities, those who need tier two and three interventions. Local high school statistics show further need for early intervention. Statistics show 94% of students require school-based mental health counseling for such issues as treatment of depression, anxiety, and/or low self-esteem. 63% have a history of alcohol or drug abuse, 21% are pregnant or currently parenting, 100% have been involved in discipline issues. Many targeted students have been violent offenders with 12% currently on probation and 66% with juvenile records. In addition, 98% of our students are economically disadvantaged and add the daily challenges of living in poverty to the list of needs.

Student needs are daunting but not impossible to address. The comprehensive FIS program is designed to meet these diverse needs. An experienced student-centered staff will implement the designed academic curriculum. Non-academic needs will be addressed through the collaborative team that provides wraparound services. Community partners will provide critical additional people and programs to address the world of work, the arts, and recreational activities and provide mentoring and tutoring. Partners such as Juvenile Detention Center, community partners, and parents will be called upon to offer academic, social, behavioral, wellness and family support. These needs will be determined by data from counselors, social workers, The Ohio State University College of Social Work student survey, The Ohio Department of Education, The Ohio Department of Mental Health, Muskingum County Board of Health and demographic data from Muskingum county and surrounding middle schools.

The FIS special education and Students with Disabilities IEP and compliance issues will be monitored by the school special education director.

Recruitment for FIS will be done using methods that provide the most equity. Local television and radio stations will air advertisements. The current students of the local alternative schools will receive information about FIS to share with families and friends. The future FIS director is meeting with surrounding districts' superintendents, elementary and middle school principals to inform them of the FIS opportunity. Students will be informed about our school by local middle and junior high school administrators and guidance counselors. The future program director will contact the County Juvenile Detention Center to inform them of the new alternative for their referred students.

Why this school? The Foxfire Intermediate School staff identifies issues and barriers to help the learning process and then develop new ways to overcome them and searches out partnerships

with other organizations to meet those needs. As a trauma informed school, FIS strives to meet the needs of at-risk children. Wrap around services include school psychologist, drug and alcohol counselor, nurse practitioner, SRO, parent engagement coordinator, case workers, etc.

Effective Schools Model

7 Correlates of Effectiveness

- **A safe and orderly environment**

The effective school has an orderly, purposeful, businesslike environment, which is free from the threat of physical harm. Desirable student behaviors are consistently articulated and expectations are clear. Students help each other and want what is best for all. This environment nurtures interaction between students and teachers that is collaborative, cooperative and student centered.

- **A clearly stated and focused mission**

The effective school has a clearly articulated mission. The staff shares an understanding and commitment to the mission and the instructional goals, priorities, and assessment procedures it projects. The staff accepts responsibility and accountability for promoting and achieving the mission of learning for all students.

- **Instructional leadership**

The effective school practices that the principal is the "leader of leaders" not the "leader of followers." The principal and all adults must take an active role in instructional leadership. The principal will become the coach, partner, and cheerleader.

- **High expectations for all students**

The effective school expects that all students can attain mastery of the essential school skills. In order to meet these high expectations, a school is restructured to be an institution designed for "learning" not "instruction." Teachers and students must have access to "tools" and "time" to help all students learn.

- **Frequent monitoring of student progress**

The effective school frequently measures academic student progress through a variety of assessment procedures. The assessment procedures must emphasize "more authentic assessment" in curriculum mastery. Assessment results are used to improve individual student performance and also improve instructional delivery. Assessment results will show that alignment must exist between the intended, taught, and tested curriculum.

- **Maximize learning opportunities**

The effective school allocates and protects a significant amount of time for instruction of the essential skills. The instruction must take place in an integrated, interdisciplinary

curriculum. Effective instruction time must focus on skills and curriculum content that are considered essential, that are assessed, and most valued. There should be abandonment of less important content.

- **Positive communication -school, home, community**

The effective school builds trust and communicates within the school, with parents and the community. Forming partnerships with the parents and community enables all stakeholders to have the same goals and expectations.

Five-year Enrollment Projections:

GRADE/AGE	2023-24	2024-25	2025-26	2026-27	2027-28
Grade K (4-5yrs.)	10	10	10	10	10
Grade 1 (6yrs.)	10	10	10	10	10
Grade 2 (7yrs.)	10	10	10	10	10
Grade 3 (8yrs.)	15	15	15	15	15
Grade 4 (9yrs.)	15	15	15	15	15
Grade 5 (10yrs.)	15	15	15	15	15
Grade 6 (11yrs.)	25	25	25	25	25
Grade 7 (12yrs.)	25	25	25	25	25
Grade 8 (13yrs.)	25	25	25	25	25
Total Yearly ADM	150	150	150	150	150

These enrollment projections are based on previous year enrollments and expectations communicated by SPONSOR.

Non-Discrimination: As required, the admission of policies of the school will not discriminate on the basis of race, color, creed, physical condition, gender, intellect, achievement or aptitude, and/or athletic ability.

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

Focus of the Curriculum

Curriculum and Instruction: The curriculum and instruction will be aligned to state guidelines. Objectives will be written so they can be assessed. The goal is to identify individual current academic achievement and move forward from the point. The curriculum will provide the necessary basic and applied skills appropriate to that particular discipline. Besides the strong focus on high school readiness, wellness and social improvement, there will be a focus on learning styles. The curriculum development process will be ongoing, and leaders experienced in delivering instruction will provide ongoing training to school teachers. Students will be participating in the State's Ohio Assessment System (OAS); therefore, the curriculum core will follow state standards in each academic area.

Promotional Goals

All Students will participate in all levels of state mandated achievement testing. Students will complete all academic requirements as per this contract:

1. All students will have a minimum of 93% attendance rate
2. All students will demonstrate growth in achievement tests mandated by the state of Ohio.
3. All students will explore potential options following grade 8. (Traditional high schools, technology centers, career centers or alternative measures)

To enhance the readiness of the Foxfire Intermediate School students to the high school environment, we have established exit goals for school students.

Students should have:

1. the required academic skills to be competitive among their peers;
2. the skills necessary to become lifelong learners;
3. a thorough knowledge of computer skills and the processes that allow for their real-life applications;
4. demonstrated high ethical standards that carry on at the high school level;
5. demonstrated strong work ethic, punctuality and timeliness, excellent attendance and reliability.
6. demonstrated developmental social-emotional coping skills.

Assessment System

The strong link between Foxfire Intermediate School (FIS) and the surrounding community will be beneficial to every aspect of student progress. Comprehensive targeted summative academic

student goals will be focused on improvement in reading and math on state assessments when students have attended FIS for nine consecutive months.

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

Accurate assessment is critical to determine whether learning is occurring. The SCHOOL will use traditional assessment tools and portfolios to determine achievement levels of individual students, independent of conventional grade-level designations. The goal is to advance each individual student to higher levels of performance in each subject area. State achievement tests will be administered, and off-year assessment may be conducted through use of other standardized tests. While these standardized tests provide valuable information, the accurate testing, intervention, and modification of instruction by the Foxfire staff is critical to the success of the students.

Special Needs and Support

As per Ohio law, special needs children will be admitted without discrimination. Furthermore, an experienced special education supervisor will coordinate and oversee appropriate instructional services. Certified/licensed special education teachers will instruct special education identified students. Student-teacher ratios will be maintained at appropriate levels established by the Ohio Revised Code, federal special education rules, and sound educational practices. The program will allow students to become immersed not only in activities on the computer, but also in the applied activities tied to the local community. A gifted education supervisor will oversee the gifted program. Also, a licensed school psychologist will provide necessary testing and evaluation services for special needs students including the gifted.

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

Calendar and Schedule

The SCHOOL will offer a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314.03 (A) (11) (a) and in accordance with said sponsoring district.

The school will conduct its programs Monday through Friday 8:45 am to 3:15 pm at 2805 Pinkerton Road, Zanesville, Ohio 43701, approximately from July 1 to June 8. During the regular school year, the SCHOOL will generally close on the days the SPONSOR is closed. The hours, days and location may change. During the year, teachers will post specific conference times with their students and may use home visits, telecommunication, and other communication tools to meet students' needs. The date on which students will commence curricular activities shall be determined by the SCHOOL.

Management and Administration

In addition to the personnel described in Exhibit 3 of this contract (Governance Administrative Plan), the school staffing and administration plan includes the following services of which may be provided by sponsor or procured by direct employment or contract and the duties of which may be modified by the school over time, as the school evolves:

Principal and Assistant Principal: Serves a supervisory role in relation to staff evaluations and supervision; oversees the implementation and enforcement of the Student Code of Conduct; and coordinates and oversees staff professional development activities. Qualifications include experience in education, excellent management and interpersonal skills, a vision for what a nontraditional alternative school can instill strong character and ethics standards, commitment to continuous improvement concepts, the ability to organize professional development activities, and excellent communication skills.

Curriculum and Instruction Coordinator: Supervises the implementation of system-wide electronic programs, goals, and objectives dealing with curriculum and instruction, including maintaining communications between teacher and central curriculum and instruction staff. This individual also coordinates overall curriculum alignment to State proficiency outcomes and makes recommendations regarding curriculum purchases. Qualifications include experience in education, excellent management and intrapersonal skills, a vision for what a non-traditional alternative school can become, strong character and ethical standards, commitment to continuous improvement concepts, experience in the areas of curriculum development and effective instructional delivery, and excellent communication skills.

Instructional Staff: Provide instruction and interpersonal relationships to students. The number of positions will be dependent upon the number of students enrolled as related to the established

student-teacher ratios defined in this document. Qualifications include a minimum of education or related fields and appropriate certification and or licensures; experience in education, excellent management and interpersonal skills, a vision for what a non-traditional alternative school can become, strong character and ethical standards, commitment to continuous improvement concepts, a comprehensive knowledge of Federal and State special education laws and rules, and excellent communication skills on staff to staff, staff to student, staff to parent, and staff to community partner.

Admission Policy and Teacher to Student Ratios

The school will enroll students of elementary and middle school age. The school will be open to students who reside in any school district in Ohio in grades K-8, with a student-teacher ratio of 1:15. All teachers will be certified and or licensed. In instances where temporarily certified and or licensed teachers are used, those individuals must work toward appropriate certification in order to continue teaching at the school.

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

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

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

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

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

Enrollment Process: The number of students accepted for enrollment by the school shall not exceed the capacity of the school's programs, classes, grade levels, or facilities. During the 2023-24 school year, a maximum of 150 students will be served in accordance with ADM funding. Thereafter, the school shall annually establish such a deadline and publicize it through the school's website, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the school, students shall be admitted by lot, except that preference shall

be given, first, to applicants who attended school in the preceding year, and, second, to applicants who have siblings that attended the school in the preceding year. Parents will be notified of acceptance via U.S Mail and/or email, if applicable, within two weeks of the application deadline. Applicants whose applications are received after the deadline, including midterm applicants, shall be admitted so long as their admission does not cause the school to exceed the capacity of its programs, classes, grade levels, or facilities.

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

Student Discipline

Student Roles and Responsibilities

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

Dismissal Policies and Procedures

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

EXHIBIT 1(B):
Financial Plan
For the
Foxfire Intermediate School

A Start-Up Community School

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

School Budget

Regular Review of School Budget: Regular review of the budget is critical. The school will follow operating procedures recommended by the State Auditor. At all regular meetings of the Board of Directors of the school, financial statements will be presented, discussed, and reviewed. The Board of Directors will move to accept or reject the report. Regular audits will occur by the State Auditor. School financial records will confirm generally accepted accounting principles as required by the State Auditor. All allowable revenues and expenses will conform to appropriate guidelines in accordance with Financial Accounting Standards No. 117, "Financial Statements of Not-for Profit Organizations."

In the Event of Financial Difficulty or School Closure

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

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

EXHIBIT 1(C):
Governance and Administrative Plan

For the
Foxfire Intermediate School

A Start-Up Community School

Not-for-Profit Corporation

As required by Section 3314.03 of the Ohio Revised Code, the Foxfire Intermediate School for Student Success ("School") is organized as a nonprofit corporation established under chapter 1702 of the Ohio Revised Code.

Governing Body

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

The Board of Directors shall be responsible for:

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

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

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

for services rendered and make payments and distributions in furtherance of the SCHOOL's purposes.

Fiscal Officer: Pursuant to section 3314.01 1(A) of the Ohio Revised Code, the SCHOOL shall employ or engage SPONSOR's treasurer, via contract with the SCHOOL's Board of Directors, to serve as the SCHOOL's fiscal officer.

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

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

Employees

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

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

Disposition of Employees If Contract Not Renewed: In the event the SPONSOR elects, pursuant to Section of 3314.07 of the Ohio Revised Code, to non-renew or terminate the Contract for any of the reasons set forth therein, and the SCHOOL is unable or unwilling to continue operations with another sponsor, the SCHOOL shall have no further contractual obligation to employees, except as may be otherwise provided in the individual contract of employment. Nothing in this paragraph shall be construed as creating or increasing the expectancy of continued employment by the SCHOOL or the SPONSOR.

Resolution of Disputes Between the SCHOOL and the SPONSOR

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

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

EXHIBIT 2:
Assessment and Accountability Plan

For the
Foxfire Intermediate School

A Start-Up Community School

Students will be required to demonstrate competency in the academic standards set forth by the Ohio Department of Education. Since the school's students will be participating in the State's achievement testing program, the curriculum core will follow state standards in each academic area.

To enhance students' readiness for the high school environment and employ skills to be successful, we have established goals for students exiting the program:

Students should have:

1. the required academic skills to be competitive among their peers;
2. the trained in skills necessary to become lifelong learners;
3. a thorough knowledge of computer skills and the processes that allow for their real-life applications;
4. demonstrated high ethical standards that carry on at the high school level;
5. demonstrated strong work ethic, punctuality and timeliness, excellent attendance and reliability.

Assessment System

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

Administration Schedule

All achievement tests will be administered according to dates established by the Ohio

Department of Education. Off year testing may occur in the spring of the year according to dates established by the testing company being used.

Academic Goals and Accountability

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

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

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

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

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

PRIMARY MEASURES				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Achievement	80% and higher	79.9%-70%	69.9%-60%	59.9%
Progress	Exceeds standards on state report card	Meets standards on state report card	Does not meet standards on state report card	N/A
Performance Index	80% and higher	79.9%-70%	69.9%-60%	59.9%
Gap Closing	Exceeds standards on state report card	Meets standards on state report card	Does not meet standards on state report card	N/A
Improving Literacy	56% and higher	55.9%-35%	34.9%-13%	12.9%-0%

SECONDARY MEASURES				
Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
STAR Early Literacy/Reading	40th percentile and higher (At or Above)	39th-25th percentile (On Watch)	24th-10th percentile (Intervention)	9th-1st percentile (Urgent Intervention)
STAR Math	40th percentile and higher (At or Above)	39th-25th percentile (On Watch)	24th-10th percentile (Intervention)	9th-1st percentile (Urgent Intervention)
Student Attendance	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower
Student Attendance (Economically Disadvantaged)	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower
Student Attendance (Female)	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower
Student Attendance (Memale)	70% attendance rate	69.9-60% attendance rate	59.9-50% attendance rate	49.9% attendance rate or lower

Fiscal Performance

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

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

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

Operational Performance

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

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

Governance Performance

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

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

EXHIBIT 3:
High Stakes Review
for the
Foxfire Intermediate School
A Start-Up Community School

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

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

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

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

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

Part I: Primary Performance Measures

1. Achievement: Indicators

Years	Grade	ELA	MATH	Science
2023-2024	3			-
	4			-
	5			
2024-2025	3			-
	4			-
	5			
2025-2026	3			-
	4			-
	5			
2026-2027	3			
	4			
	5			
2027-2028	3			
	4			
	5			
OVERALL PERFORMANCE				

2. Performance Index

Years	Performance Index	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		

3. Gap Closing

Years	% Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
Overall Performance		

4. Improving Literacy (K-3)

Years	% Rate	Performance Standard
2023-2024		
2024-2025		
2025-2026		
2026-2027		
2027-2028		
Overall Performance		

Part II: Secondary Student Performance Measures

1. STAR Reading Assessments

Years	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
2023-2024									
2024-2025									
2025-2026									
2026-2027									
2027-2028									
OVERALL PERFORMANCE									

2. STAR Math Assessments

Years	Grade K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
2023-2024									
2024-2025									
2025-2026									
2026-2027									
2027-2028									
OVERALL PERFORMANCE									

3. Attendance Rate

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

Part III: Fiscal Performance/Financial Viability

1. Cash Flow

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

2. Ratio of Assets to Liabilities

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

3. Enrollment Predicted vs. Actual Enrollment

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

4. Result of Audits by Auditor of State

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

Part IV: Operational Performance

1. Material Compliance

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

2. Did the School Protect Student Pursuant to Ohio Law

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