



**COMMUNITY SCHOOL SPONSORSHIP
RENEWAL CONTRACT**

FOR

Achieve Career Preparatory Academy

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**COMMUNITY SCHOOL SPONSORSHIP
RENEWAL CONTRACT
FOR
Achieve Career Preparatory Academy**

Pursuant to Ohio Revised Code Chapter 3314, this community school sponsorship contract (“Contract”) for Achieve Career Preparatory Academy (“School”) is entered into on the 22nd day of May , 2020, between the Buckeye Community Hope Foundation, (“Sponsor” or “BCHF”) an Ohio non-profit corporation and the Governing Authority of Achieve Career Preparatory Academy (“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 commenced operation as a community school as of July 1, 2015; and

WHEREAS, the Sponsor currently sponsors the School pursuant to sponsorship contract (the contract and any amendments or modifications, collectively the “Existing Contract”) with a term ending June 30, 2020; and

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

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the Sponsor found that the School’s compliance with applicable laws and the terms of the Existing Contract, and the School’s progress in meeting the academic goals in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, Sponsor desires to extend its 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 commence for a term beginning on July 1, 2020 and ending on June 30, 2025, (“Term”) provided the Ohio Department of Education authorizes Buckeye Community Hope Foundation to operate as a sponsor for the Term.
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 to the Sponsor in substantial form 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 five hundred thousand dollars (\$500,000.00).
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, the Governing Authority or the Operator may deposit cash 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). Unless agreed to otherwise, the Sponsor shall not deposit cash or 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 3891 Martha Ave., Toledo, Ohio, 43612, 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.

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/ is not contracting with an Operator. The Operator is: The Leona Group, LLC. 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 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 approval of or an opinion regarding legality 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 3314.02.
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).
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 the School and is not property of the Operator.
9. "If the 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 prescribed in R.C. 3314.0210 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.

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], 3313.472 [parental/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.536 [school safety plan], 3313.539 [concussion and head injuries], 3313.5310 [information and training regarding sudden cardiac arrest], 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], 3313.6411 [school report card provided to parent upon enrollment of student], 3313.643 [eye protective devices], 3313.648 [prohibition of payment of incentive to enroll], 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]; 3313.67 [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], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], [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] 3313.86 [review of policies and procedures to ensure safety], 3313.89 [online education and career planning tool]; 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.39 [criminal records check], 3319.391 [applicants and new hires criminal records check], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraint, and seclusion], 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 [habitual absence, truancy], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], and 5705.391 [spending plan].

2. To the extent required by R.C. 3314.03, the School shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary

enrollment], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].

3. 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.
4. 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].
5. 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.
6. 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.
7. If the School operates a preschool program that is licensed by the 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.
8. 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. 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 which consent may be provided for by completing the board-approved conflict of interest statement.
 - 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 signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
 - f. 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 participate in training and receive technical assistance as required by law and this Contract.

1. All Governing Authority members must participate in training for a minimum of two (2) hours each school year. 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. 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 representative 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 meeting shall be provided promptly upon being approved and at least ten (10) business days prior to each meeting. Such notice may be provided by electronic mail.
 - b. Notice of a special meeting shall be provided immediately 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 on or before the last day of each month.
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 of the School. The Sponsor shall have the option of completing

repayment (a) within ten (10) 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, provided monthly installments do not put the School in an undue financial hardship.

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 evaluation of the School, the Governing Authority agrees to make the annual

evaluation received from the Sponsor available to each parent by November 30th 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, unless said request requires full board approval, in which case, the Governing Authority shall provide a response within thirty (30) 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 addressed 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 Operator, if applicable, or any employee of the School with responsibility for fiscal operations or authorization to expend money on behalf of the School. The School shall respond within a reasonable time to the Sponsor's inquiries regarding such information.
3. **Operator.** The Governing Authority shall provide a written report to the Sponsor of financial data, structure, and operations of the Operator it contracts with, if it contracts with one, as it pertains to the School, when requested and for 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 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 Testing Information Distribution Engine (“TIDE”) norm-referenced testing portal, Educational-Value Added Assessment System (“EVAAS”) data, and other school data necessary for the Sponsor to fulfill its obligations.

D. 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 students between ages 16 and 21 and grades nine through twelve. for the first School Year of this Contract. 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.

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 which may be distributed electronically.

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. 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 Ohio law and reference 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 Ohio 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'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, whether 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;
9. whether the School is operating as an internet or computer-based school;
10. whether the School is operating an Adult Diploma program; and
11. whether the School is operating a career-technical program.

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. 3313.603(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 reviewed by the Governing Authority at the next scheduled meeting after the test results are received by the School. The information reviewed 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. However, the Sponsor shall not be required to take any action described in R.C. 3302.04(F).

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. ACCOUNTABILITY PLAN / PERFORMANCE MEASURES

The success of the School shall be evaluated in relation to academic, financial, and organizational/operational performance measures specified in the accountability plan 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. Among other applicable standards, the School will be evaluated on achievement test performance, grade-level test performance, annual measurable objectives, performance index, value-added, graduation rates, state report card measures, school on-site observations and internal school academic SMART goals.

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 permitted at the discretion of the Sponsor 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 that provides 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 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. 3314.08. 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 pursuant to R.C. 3314.08. 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.
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.
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.
2. The School's classroom teachers shall be licensed in accordance with R.C Sections 3319.22 to 3319.31, except that the School may engage noncertificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301.
3. Unless otherwise approved by the Sponsor, in writing, the ratio of students to full-time equivalent classroom teachers 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),
 - b. 4th through 8th grade: twenty-seven (27) to one (1), and
 - c. 9th through 12th grade: twenty-five (25) 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 (1) will be the School’s leader, (2) is responsible for the daily operations at the School, and (3) will be listed as such in any State reporting system. The School’s Superintendent shall be the individual identified as such in OED S and may be the same as the Chief Administrative Officer.

D. Benefits

The Governing Authority shall make arrangements for providing health and other benefits to employees, if any, 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 to the Sponsor upon request. The School shall comply with R.C. Chapters 3307 and 3309 ("STRS" and "SERS") as applicable.

E. Professional Development

1. The Governing Authority 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

Before the opening of School 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 IV, Section (C)(1);
- The Plan for Student Intervention as required by Article IV, Section (C)(4);
- The Professional Development Activity Plan as required by Article IV, 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
- 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, 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. Such meetings, if not with a quorum of the governing authority, may occur by telephone or other communications equipment.

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 School's first year of operation or if the school has changed locations, 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 authorized schools.
10. Adhering to and complying with the Authorizer 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 parties.

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 a 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**

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 fulfill 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, 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.

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 Five-Thousand Dollars (\$5,000) 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 they must remain in their positions or designate one 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 to allow the Sponsor in the performance of such duties. This includes, but is not limited to:
 - 1. Annual file updates per checklist 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. Read only access to academic and financial data and data systems.
 - 7. Other requests for information from the Sponsor, the Department of Education, and/or the Auditor of State.

XIII. 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 Vice President of Legal Affairs
3021 E. Dublin-Granville Rd., Suite 200
Columbus, Ohio 43231

If to Governing Authority or School to:

Rachel Rodriguez, Board President
rrodriguez@harbor.org
5102 Ottawa River Road, Toledo, OH 43611

With email copies to:

Julieta Flowers, School Leader
julieta.flowers@leonagroup.com
ACPA, 3891 Martha Ave., Toledo, OH 43612

Michelle Thomas, TLG General Counsel
Michelle.thomas@leonagroup.com
The Leona Group, 2125 University Park Drive, Okemos, MI 48864

Amy Goodson Co., LLC, Governing Authority Legal Counsel
288 S. Munroe Rd.
Tallmadge, Ohio 44278
amy@amygoodsonlaw.com

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 and Modifications

This Contract and its terms shall not be assigned or delegated without the written approval of the other party. No modifications to this Contract shall be valid and binding unless approved by both the Sponsor and the Governing Authority and attached to this Contract.

G. Third Party Beneficiaries

This Contract creates no third-party beneficiaries.

H. Annual review

The parties agree to meet at least annually to review the terms and requirements of the Contract to ensure that the Contract is consistent with changes in state and/or federal law.

I. Entire Agreement

This Contract constitutes the entire agreement between the parties.

Executed this 22 day of May, 2020 in Franklin County, Ohio.

GOVERNING AUTHORITY:

Name: ACPA

By: R. Rodney

Its: President, Board of Directors

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 as evidence by Board approval at a meeting held on 4/8/2020 ;

SPONSOR:

BUCKEYE COMMUNITY HOPE FOUNDATION, an Ohio nonprofit corporation

By: Steven J. Boone Steven J. Boone (May 22, 2020 10:11 EDT) Date: May 22, 2020
Steven J. Boone, President

X By checking here, the Governing Authority attests that the Governing Authority has engaged an attorney, who is independent from the Sponsor, to review and negotiate this Contract in accordance with R.C. Section 3314.036.

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.

A two-story masonry building that is approximately 37,000 sq ft and sits on two acres. The facility includes approximately sixteen classrooms, gymnasium, commercial kitchen, and administration offices. The building was partially renovated in 2016.

Address: 3891 Martha Ave. Toledo, OH 43612

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

Leased - \$144k/Annually through 2021

The current lease expires 6/30/21, and is set at \$12,000/month. However, for the FY2020 school year, all rent charges have been waived.

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

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

Property is owned by Beverly Victory Ave Property Holdings, LLC - majority owner of property is also managing member of The Leona Group, LLC.

ACHIEVE CAREER PREPARATORY ACADEMY

Exhibit 2

Educational Plan

1. Mission

Achieve Career Preparatory Academy (ACPA) strives to ensure that its graduates receive the education, skills, work experience and confidence required to pursue their career goals and compete in our technical and global society.

Vision

ACPA is recognized for a standard of excellence that models caring, reflection and educational competency to prepare the whole person for a successful life. Achieve Career Preparatory Academy's vision is to prepare literate, responsible, and thoughtful students.

2. Academy Description - Characteristics of the Students the School is Expected to Attract

ACPA is a unique, career-based program serving at-risk high school students and those who have already dropped out of school. Students who qualify as “at-risk” (majority of students are enrolled in a dropout prevention and recovery program operated by the school) will demonstrate the following characteristics and the academy will ensure the following criteria according to Ohio Administrative Code 3301-102-10:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;

- The program develops an individual career plan for the student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed; or

ACPA will maintain the majority of its enrollment in its drop-out recovery programs and will use a combination of traditional and computer-based curriculum and instructional practices to effectively disseminate academic and career-based instruction.

3. Academy Description - Ages and Grades of the Students

Achieve Career Preparatory Academy will serve students not younger than thirteen years of age and not older than twenty-one years of age. ACPA's program focus will address grades 9 through 12.

Educational Philosophy

ACPA and its board subscribe to specific core values and beliefs: service learning, pride, service and success, and will use them to guide the oversight and operation of the educational and operational program.

Service Learning

Service learning is the assumption of active and reciprocal responsibility for the welfare of others and the larger community. Service learning is the active participation and involvement in causes and initiatives throughout the world. Students select, design, implement, and evaluate their projects. Service learning is realized at the academy through the ongoing recognition that students and staff are part of a larger community. While students attending ACPA have an ultimate goal of further education or obtaining gainful employment. Achievement of those goals comes at a cost of recognizing one's place within a larger community. Through work and extracurricular activities, students will be placed in situations where exposure to and instruction in various skills sets will enhance the academic experience, service learning happens on a regular basis. The nurturing of service learning

among students is an essential goal of instructors and school staff as its obtainment reflects the obtainment of a level of self-actualization generally seen among successful members of the working community.

Pride

The many challenges faced by students who will attend ACPA result in a decrease in the level of positive self-perceptions among students. The deterioration of self-confidence is frequently the driving force behind students making the decision to drop out of school and fail to complete secondary or post-secondary studies. The ACPA program will work to enable students to realize self-potential among each student and will work to build confidence and problem-solving skills amongst its participants. By using higher order thinking and problem solving skills, combined with individualized attention and intervention, ACPA will increase the level of *pride* amongst all members of the school community.

Customer Service and Success

Too often, students who have dropped out of school fail to achieve an innate level of success or realize their own potential. While this impacts a decrease in the pride students have in themselves and their community, frequent, ongoing failure impacts the social growth and development of individuals by providing for a poorly motivated and trained workforce. Student success, no matter how small, should be encouraged, recognized and celebrated. The academy aims to remove barriers to success through an aggressive pattern of customer service. ACPA realizes that students and their families are our most valued “customers”. It is incumbent on ACPA to provide for services that remove barriers and obstacles to success. Both online and on site delivery will be combined to address the needs of all students, especially those who have barriers to attendance during the traditional school day, such as childcare, transportation and employment. ACPA offers individualized, self-paced, yet challenging curriculum through multiple instructional methods – meeting the needs of students with diverse learning styles and inventories. Additionally, ACPA offer job placement, coordination and counseling services for all students. ACPA recognizes that the success of students reflects on the ability and efforts of the program offered and that by “doing things differently” we increase opportunities for the success of all students and school stakeholders.

ACPA will know that it is meeting goals and expectations regarding this standard through the increasing success of its students. ACPA will use various means of assessing (Student Learning Objectives (SLOs), growth measurements in diagnostic testing with increases in raw scores) as appropriate to the course content, along with successful completion of the Ohio graduation requirements. ACPA will create an individual plan for students who are not currently proficient, based on Ohio graduation requirements (OGT or EOC exams, NWEA MAP, etc.).

4. Education - Focus of the Curriculum

ACPA will adopt graduation requirements consistent with current ODE guidelines enabling students to earn a high school diploma. In addition, ACPA requires completion of a Careers course prior to graduation. Attachment C list all current courses offered online via GradPoint as well as in person by all of ACPA's properly certified or licensed teachers. All online courses are monitored regularly for student academic success. The school leader/instructional coach holds monthly meetings with GradPoint students to insure academic goals are met and necessary support is given.

All curriculum documents for our school will reference specific standards from the newly revised content standards for the state of Ohio in the four core content areas of instruction: English Language Arts, Mathematics, Science, and Social Studies. Ohio standards for Art, Health and Physical Education are also utilized. As part of our ongoing process of inquiry-based learning within our curriculum, we will continue to revisit Ohio's Standards to make sure our courses are aligned. We will also utilize formative and summative assessment systems to gauge student performance by standard, enabling us to measure the degree of our alignment and student performance much more frequently than annual exams allow. The school leader/instructional coach utilizes the FIP Your School Ohio professional development initiative as a training tool for teachers. This initiative supports the use of proven formative instructional practices to accelerate students. Teachers are provided with research-based strategies through the modules and through technical assistance to collect data on evidence of student learning of standards. On-going, regular, intentional collaboration will occur as team members discuss instructional practices and their impact on student learning. Ohio's Model Curriculum is also utilized to enable teachers to align resources and strategies to the standards. Teachers will learn about and implement strategies for meeting the needs of all learners including those with diverse needs, such as students with disabilities and gifted learners. Common pacing guides and curriculum maps have been collaboratively developed by the school's instructional team, and are further refined each year.

Achieve Career Preparatory Academy used the Ohio Test Blueprints and resources for all core content areas to develop the curriculum maps which are aligned to the State's standards. This serves to significantly advance the success of teachers and students alike. A team of individuals with professional experience collaborated to create maps that contain learning targets, essential questions, concepts, vocabulary and unit formative and summative assessments. This provides for a logical and sequential learning process. These maps will continue to be a key instructional component and every teacher is expected to utilize them. The maps allow for creativity and use of additional resources. The academy will be utilizing unit maps throughout the school year to implement the Ohio Learning Standards and to ensure that all students are acquiring skills necessary for college and career readiness. "If teachers can lay out a sound set of standards and can guarantee (more or less) that these standards actually get taught, we can raise levels of Achievement immensely." (Schmoker 2006). Teachers are at the foundation of all curriculum work. They will be required to standardize the posting of lesson

objectives in student friendly language in all classrooms. Students will be informed of the lesson objectives at the beginning of instruction, throughout instruction and at the close of the lesson during all classroom instruction to focus student learning. Studies show that use of learning progressions with aligned formative assessments and student analysis of work affects changes in teachers' perceptions of teaching to the content standards. Quarterly benchmark assessments will be administered and the data will be used to drive an instructional learning cycle (ILC). The Leona Group will provide professional development for instructional coaches and teachers that focuses on intentional planning based on content standard alignment. Continuous monitoring of systems and instructional best practices allow teachers to adjust the rigor and pacing as it relates to how the standards are taught.

Instructional materials will include but are not limited to:

- Pacing Guides/Curriculum Maps
- Common Standards Based Assessments
- Pacing Guides/Curriculum Maps
- Textbooks and supplemental curricular materials
- Computers and academic software packages
- Multimedia materials such as interactive programs that will provide hands on learning through interactive boards; streaming video
- 3D and other computer labs under the supervision of a properly certified or licensed teacher to enhance classroom lessons
- Community resources such as resources from community workforce development agencies, local colleges and local trades unions

Students will use GradPoint (Pearson), a computer based curriculum (found at gradpoint.com) to access standards-based instruction at their ability level. The unique curriculum and instruction provided through GradPoint modifies each student's course in real time. In effect, students set their own pace through GradPoint that is monitored by our school leader/instructional coach and or properly certified or licensed teacher. All of these courses are correlated to Ohio Learning Standards. Robert Gagne's book, *The Conditions of Learning*, first published in 1965, identified the mental conditions for learning. These were based on the information processing model of the mental events of instruction that occur when adults are presented with various stimuli. Gagne created a nine-step process called the events of instruction that correlate to and address the conditions of learning. These courses are

utilized to meet Ohio's Core graduation-required classes and/or electives.

In keeping with a post-secondary model, students, in consultation with the instructional coach/ school leader select course delivery models. An analysis is performed to determine what courses students need to graduate. The school leader/instructional coach also monitors credit completion and makes transcript entries.

This technology-enhanced instruction is combined with traditional "in class" instruction that provides the hands-on and career based linkages for each subject area. During direct instructional opportunities, students will have expanded opportunities to ask questions and receive additional assistance regarding computer based lessons and will receive supplemental instruction on an as-needed basis. Non-computer based instructional opportunities will be supported by traditional textbooks, manipulatives such as science kits and related experiments, as well as other supplemental learning tools.

In addition to computer based, dropout/credit recovery and traditional methods of instruction, ACPA makes unique opportunities available to students that allow them to successfully transition into the workforce. A cornerstone of the school's offering is a 3D laboratory where students experience opportunities to produce various multimedia projects.

ACPA's career coordinator's curriculum is aligned to the Career Based Intervention Outline provided by ODE. Students may be required to maintain an internship or employment opportunities during their junior and senior years of the Achieve program. All students will be required to successfully complete a full credit of a career-related curriculum. Students are introduced to Ohio Means Jobs during the first month of enrollment in a Career course. Students are taken to the computer lab during this class period for an introduction of how to successfully maneuver this site. In addition, the career coordinator has bimonthly appointments with the Ohio Means Jobs office to offer ACPA's students tours and trainings. Career experiences and internships will be facilitated by ACPA's career coordinator. Onsite employment fairs have been scheduled monthly to expose students to various careers and trades. These experiences will not be required to be paid positions, however if compensation is available through the employer, than such compensation will be made available to the student. ACPA will not participate in the compensation of students.

ACPA's computer based and textbook curriculum will align and provide necessary instruction and support in core curricular areas. Teachers instruct based off of curriculum maps monitored by the instructional coach. These maps are submitted and adjusted to accommodate the state standards and required mastery standards. Weekly meetings are held with the instructional coach and all of the teachers to review classroom data. ACPA's teachers are required to submit mastery of standards documents to keep pacing at a rigorous yet beneficial pace for all students' success. Student learning style assessments are given the first two weeks upon registration. Along with TOSCRF and MAP levels, teachers are required to use the style assessments to

make sure a variety of learning opportunities are given for practice as well as assessment. Some of these options but not all include, songs, group projects, video based recordings, commercials, podcast, art projects, brochures, building structures, research, creating maps, role plays, interviews, puppet shows and gamification. All of these are assessed with a rubric that addresses the standards provided by ODE. A list of all course offerings are provided in Attachment C.

English Language Arts

The English Language Arts curriculum will focus on closing academic gaps in English as a Second Language (ESL) and English as a Native Language (ENL). Students will benefit from the literature based instruction which engages students in the following areas through real world application: reading, writing, listening and speaking, and expressing creatively. Career-based approaches with relevant and immediate implications for students, while integrating subjects, will be used to enhance learning. The guided reading program offers an ideal opportunity to assist students in the development of social skills while tailoring instruction to meet individual needs. By selecting reading material based on their interests, reading and writing in groups, and responding to each member of their reading team, students fully evidence the mission of ACPA. All students will complete four credits of English Language Arts.

Mathematics

The Mathematics curriculum will focus on closing academic gaps and emphasize application in real world situations. To assist with closing these gaps, ACPA uses Every Child Every Day as their tier II intervention tool and Khan Academy, Mastery Math and Math Navigator as their tier III intervention tools. Number sense, spatial thinking, and algebraic problem solving will all be foundational to the program. Students will have opportunities for cooperative and individual learning experiences, preparing them for future career endeavors. Technology will play an increasingly crucial role, as students explore and discover mathematical applications for geometry and algebra outside the classroom.

Science

The Science curriculum will focus on closing academic gaps and emphasize application in real world situations. Science will be taught at all grade-levels as in integral component of the curriculum. In addition to hands-on experiences for students in all grades, classroom teachers will also have access to other classroom-based experiential learning. These learning opportunities will include biology and physical science activities at higher grade levels, including instruction on basic physics and other concepts.

Social Studies

The Social Studies curriculum will focus on closing academic gaps and emphasize application in real world situations. Social studies programs will utilize foundations incorporating history and other requirements outlined by the Ohio Learning Standards outlined for each grade-level. Such programs will encourage active exploration, imagination and research by all participants. Examples of science based industries and businesses will make for unique hands on learning opportunities for children that blend multiple subject areas together under the umbrella of larger social studies concepts and constructs. Students will receive their financial literacy credit during the second semester of their economics and citizenship course.

Along with teaching students through a curriculum based in career- and business-based practices, ACPA will develop various extracurricular activities that focus on the many career-related components. As many students will likely have families and additional commitments of their own, extracurricular activities will also aim to support the whole student and their needs that may be outside of school but have impacts in the classroom and in their careers. Teachers will be mentored and trained in ensuring the development and use of effective and motivational teaching methods that will provide opportunities for students to want to learn more and become interested in their job-placements, possibly as a career choice.

While curricular support materials such as textbooks, workbooks and manipulatives will supplement core educational practices, they alone will not define the curriculum.

5. Instructional Delivery - Description of Classroom Based and Non-classroom-Based Learning Opportunities

Inquiry-Based Learning

ACPA utilizes an Inquiry-Based Learning (IBL) model to deliver instruction. All teachers in every content area are trained in delivering instruction in weekly cycles consisting of:

- The Hook or ASK – using Essential Questions
- Investigate – Searching for information on the topic
- Discuss - discussing the relevant Essential Questions in light of new information

- Create – Creating a product based on new understanding
- Reflect – Reflection on new learning
- Discuss – Discussion after reflection and listening to others’ ideas
- Extend – Extension of new ideas/knowledge

During each IBL cycle, teachers use ongoing formative assessments (both formal and informal) to gauge student progress, as well as a weekly summative assessment. Students are given 2 homework assignments weekly. Teachers are encouraged to vary student activities during class from the individual to the whole class, including partner and small group activities, depending on class readiness – knowing that classes and students need to be prepared for this. Teachers are also encouraged to pace instruction, so that there is teacher involvement throughout the class period. Hands-On activities and technology use in the classroom are highly encouraged where appropriate to facilitate and increase engagement.

Strategies that may be observed within the classrooms include, but are not limited to:

Classroom Learning Opportunities

- Debates
- Role playing
- Brainstorming
- Peer partner learning
- Discussion
- Think, pair, share
- Cooperative learning
- Interviewing
- Conferencing
- Computer assisted instruction
- Journals/learning logs
- Field trips
- Games
- Drawing and artwork

Non-Classroom Learning Opportunities

- Field trips
- After school activities
- Athletics
- Service learning
- Tutoring
- Job placement

6. Additional programs and designations:

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. **No the academy is not planning to seek STEM designation.**

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. **NO**

b. Blended Learning Program. "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.

The School IS NOT planning to register for the School as a blended learning program under Section 3302.41(A) of the Revised Code. **No the academy is not planning to register as a blended learning program.**

Subject to the prior written approval of the Sponsor, the School IS planning to register a blended learning program under Section 3302.41 (A) of the Revised Code. **NO**

Please note that the School must receive prior written approval from the Sponsor before registering a blended learning program. The School must provide to the Sponsor all of the following: an indication of what blended learning model or models will be used; a description of how student instructional needs will be determined and documented; the method to be used for determining competency, granting credit, and promoting students to a higher grade level; the School's attendance requirements, including how the School documents participation in learning opportunities; a statement describing how student progress will be monitored; a statement describing how private student data will be protected; a description of the professional development activities that will be offered to teachers; and a description of classroom-based and non-classroom-based learning opportunities and an explanation of how the learning opportunity ties into curriculum and mission. 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.

c. Preschool Program.

The School IS NOT planning to operate a preschool program. **No the academy is not planning to operate a preschool.**

The School IS planning to operate a preschool program. **NO**

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.

d. Internet- or Computer-Based Program.

The School IS NOT planning to operate as an internet or computer-based community school. **No the academy 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. **NO**

If the School operates as an internet- or computer-based community school, such operation shall provide for the following:

- 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.

e. 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. **No the academy is not planning to operate a 22+ Adult Diploma Program.**

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. **NO**

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.

f. Career-Technical Education Program.

The school IS NOT planning to operate a career-technical education program. **No the academy is not planning to operate career-technical educational program.**

The school IS planning to operate a career-technical education program. **NO**

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.

Attachment A

Achieve Career Preparatory Academy (ACPA)

***Individual Career Plan (ICP)**

PERSONAL DATA

Student Name: TEMPLATE Example Graduation Year: 2016

Career Plan created on: May 2, 2014 (See updates at the end of the plan)

CAREER FIELD AND SPECIFIC JOBS

Presently, I am undecided into which job field I would like to enter. I am considering advertising, pastoral, engineering, or architecture. These careers all have attractive qualities and traits. With advertising there is a wide array of graphic design opportunities, and it also requires people skills. By being in yearbook I have become exposed to different design elements, and I enjoy putting spreads together and making different designs work well. Through my church I have become aware of the interesting life of a pastor and the traveling opportunities. I also enjoy public speaking, so this career allows me to demonstrate my communication techniques.

Individuals working in these careers typically work in or for large companies, contractors, or stand-alone churches. There are many options to each of these jobs.

Set Goals

Goal Setting is the process of planning and documenting the steps necessary to reach the desired outcome.

Goal setting helps students:

- Define and describe their goals
- Determine what steps will be needed to achieve goals
- Know how close they are to achieving the goals Follow the principles for goal setting and make a list of goals for yourself.
- Include at least two short-term goals (within six months), two mid-term goals (next year), and one long-term goal (five years).

Principles for SMART Goal Setting: *Specific Measurable Action Plan Realistic Time Limited*

ACPA Individual Career Plan Short-term Goals (within six months):

- Join the yearbook committee by the end of the year
- Earn a B in Biology so that my GPA will be a 3.5.

Mid-Term Goals (next year):

Example: As part of the Yearbook committee I will become involved in advertising in an effort to be the manager. Work with Journalism

teacher to work on layouts

- Apply to at least 4 colleges with a journalism or advertising school.

My plan following graduation (please complete):

A: A two or four year college: name: _____

B. Business or industry credential: _____

C. Apprenticeship program name: _____

Long-Term Goals (within five years):

- Finishing up college with a degree in journalism or graphic design. Working for a company or paper as a lay out professional.

DEGREES OR CERTIFICATION NEEDED (please include College Credit Plus (CCP) courses)

To become an advertising manager, you need to get a bachelor's degree from a four year college with degrees in business management, communication, and journalism.

In high school, I should continue to do yearbook and fill the role of advertising manager for the book. Also it would be important to take a leadership class. It is important for a business manager to be a leader and to be able to cooperate with others in an effective manner.

To become an engineer, it would be important to take engineering and math classes in a four year college. In high school I should take design and construction classes. If I wanted to become a certified engineer I must take courses at a college. Also I must have a good sense of geometry and understand the special relationships between things.

To become a pastor, it would be important to take classes from either a two or four year university. Public speaking and people skills are essential, and missions work or being a youth group director would also help to secure a job position.

USEFUL WORK EXPERIENCES

The advertising business involves working with other people and really understanding graphic elements. It requires the ability to connect a company with its desired audience. It's essential to understand the message that the company is trying to convey and to keep the company happy. The largest part of an advertising manager's job is to have good communication.

Part time or summer time jobs: Premier Graphics

Volunteer work: Volunteering at an advertising agency such as Mike French & Co. in Lynden.

Courses: Communication, journalism, business management and sales management

PEOPLE OR ORGANIZATIONS THAT COULD HELP ME: (Career Counselor, Ohio Works, private organizations and partner organizations, Beech Brook counseling services, Harbor Behavioral Services and/or Job readiness services worker)

People: Ms. Johnson (Career teacher) will direct my high school classes into a way that is most advantageous to my interests in career. Career Pathways organization (career readiness partner) could help me understand the options that would most help me become better directed towards my desired careers.

PLAN OF ACTION

If I take the following steps, my career should be on the right track:

1. Become the advertising manager of the yearbook my senior year.
2. Continue to participate in high school activities and increase my portfolio and experiences.
3. Finish my high school career with a cumulative 3.5 or better.
4. Apply and be accepted to a four year university that has the classes that I wish to take.
5. Apply for an apprenticeship position.

Date ICP was created: _____

Plan should be updated at least every fall and spring.

**based on Newport News Public Schools Career Plan 2009*

Attachment B: Courses offered at ACPA

American History	Geometry	Art History	Keyboarding	Career Exploration	Career Planning and Placement
World History	Algebra I	Mixed Media Art	Graphic Design	Environmental Science	Senior Careers
American Government	Algebra II	Painting	Gradpoint	Junior Careers	Anatomy
Economics	Math Workshop	Drawing	English I	Science Workshop	Biology
Financial Literacy	Ceramics	English II	English III	Fusion	Physical Science
Physical Education					

Attachment C List of GradPoint Classes Offered at Achieve Career Preparatory Academy

1. HS: Accounting I (C) HS: Accounting II (C) HS: Administrative Duties and Office Management (C) HS: Algebra 1 CCSS (Flex) HS: Algebra 1 CCSS (Prescriptive) HS: Algebra 1 CCSS (Sequential) HS: Algebra 1A (Flex) HS: Algebra 1A (Prescriptive) HS: Algebra 1A (Sequential) HS: Algebra 1B (Flex) HS: Algebra 1B (Prescriptive) HS: Algebra 1B (Sequential) HS: Algebra 2 CCSS (Flex) HS: Algebra 2 CCSS (Prescriptive) HS: Algebra 2 CCSS (Sequential) HS: Algebra 2A (Flex) HS: Algebra 2A (Prescriptive) HS: Algebra 2A (Sequential) HS: Algebra 2B (Flex) HS: Algebra 2B (Prescriptive) HS: Algebra 2B (Sequential) HS: Anatomy and Physiology (C) HS: Anthropology I (E) HS: Anthropology II (E) HS: Archaeology (E)
2. HS: Art I: World Cultures (E) HS: Astronomy (E) HS: Biology A (Flex) HS: Biology A (Prescriptive) HS: Biology A (Sequential) HS: Biology B (Flex) HS: Biology B (Prescriptive) HS: Biology B (Sequential) HS: Business Communication (C) HS: Business Information Systems (C) HS: Business Law (C) HS: Business Math (C) HS: Careers in Criminal Justice (E) HS: Chemistry A (Flex) HS: Chemistry A (Prescriptive) HS: Chemistry A (Sequential) HS: Chemistry B (Flex) HS: Chemistry B (Prescriptive) HS: Chemistry B (Sequential) HS: Creative Writing I (E) HS: Criminal Investigation (C) HS: Criminology (E) HS: Critical Thinking and Study Skills v11 (GS) HS: Developmental Writing (C) HS: Digital Photography I (E) HS: Digital Photography II (E) HS: Earth Science A (Flex) HS: Earth Science A (Prescriptive) HS: Earth Science A (Sequential) HS: Earth Science B (Flex) HS: Earth Science B (Prescriptive) HS: Earth Science B (Sequential) HS:

Economics (Flex) HS: Economics (Prescriptive) HS: Economics (Sequential) HS: English I CCSS (Flex) HS: English I CCSS (Prescriptive) HS: English I CCSS (Sequential)

3. HS: English IA (Flex) HS: English IA (Prescriptive) HS: English IA (Sequential) HS: English IB (Flex) HS: English IB (Prescriptive) HS: English IB (Sequential) HS: English II CCSS (Flex) HS: English II CCSS (Prescriptive) HS: English II CCSS (Sequential) HS: English IIA (Flex) HS: English IIA (Prescriptive) HS: English IIA (Sequential) HS: English IIB (Flex) HS: English IIB (Prescriptive) HS: English IIB (Sequential) HS: English III CCSS (Flex) HS: English III CCSS (Prescriptive) HS: English III CCSS (Sequential) HS: English IIIA (Flex) HS: English IIIA (Prescriptive) HS: English IIIA (Sequential) HS: English IIIB (Flex) HS: English IIIB (Prescriptive) HS: English IIIB (Sequential) HS: English IV CCSS (Flex) HS: English IV CCSS (Prescriptive) HS: English IV CCSS (Sequential) HS: English IVA (Flex) HS: English IVA (Prescriptive) HS: English IVA (Sequential) HS: English IVB (Flex) HS: English IVB (Prescriptive) HS: English IVB (Sequential) HS: English Projects Library HS: Environmental Science (Flex) HS: Environmental Science (Prescriptive) HS: Environmental Science (Sequential) HS: Fashion & Interior Design (E)
4. HS: Fitness Lifestyle Design v7 (GS) e11 HS: Forensic Science I (E) HS: Forensic Science II (E) HS: French I v13 (GS) HS: French II v13 (GS) HS: Geography A (Flex) HS: Geography A (Prescriptive) HS: Geography A (Sequential) HS: Geography B (Flex) HS: Geography B (Prescriptive) HS: Geography B (Sequential) HS: Geometry A (Flex) HS: Geometry A (Prescriptive) HS: Geometry A (Sequential) HS: Geometry B (Flex) HS: Geometry B (Prescriptive) HS: Geometry B (Sequential) HS: Geometry CCSS (Flex) HS: Geometry CCSS (Prescriptive) HS: Geometry CCSS (Sequential) HS: Gothic Literature (E) HS: Government (Flex) HS: Government (Prescriptive) HS: Government (Sequential) HS: Great Minds in Science (E) HS: Health (Flex) HS: Health (Prescriptive) HS: Health (Sequential) HS: Health Opportunities through Physical Education (HOPE) v9 (GS) HS: Health Science (E) HS: Health, Safety, and Nutrition (C) HS: History of the Holocaust (E) HS: Hospitality & Tourism (E) HS: Human Geography (E) HS: Integrated Math 1 CCSS (Flex) HS: Integrated Math 1 CCSS (Prescriptive) HS: Integrated Math 1 CCSS (Sequential) HS: Integrated Math 1A (Flex) HS: Integrated Math 1A (Prescriptive) HS: Integrated Math 1A (Sequential) HS: Integrated Math 1B (Flex) HS: Integrated Math 1B (Prescriptive) HS: Integrated Math 1B (Sequential) HS: Integrated Math 2 CCSS (Flex) HS: Integrated Math 2 CCSS (Prescriptive) HS: Integrated Math 2 CCSS (Sequential) HS: Integrated Math 2A (Flex) HS: Integrated Math 2A (Prescriptive) HS: Integrated Math 2A (Sequential) HS: Integrated Math 2B (Flex) HS: Integrated Math 2B (Prescriptive) HS: Integrated Math 2B (Sequential) HS: Integrated Math 3 CCSS (Flex) HS: Integrated Math 3 CCSS (Prescriptive) HS: Integrated Math 3 CCSS (Sequential) HS: Integrated Math 3A (Flex) HS: Integrated Math 3A (Prescriptive) HS: Integrated Math 3A (Sequential) HS: Integrated Math 3B (Flex) HS: Integrated Math 3B (Prescriptive) HS: Integrated Math 3B (Sequential) HS: Integrated Math 4A (Flex) HS: Integrated Math 4A (Prescriptive) HS: Integrated Math 4A (Sequential) HS: Integrated Math 4B (Flex) HS: Integrated Math 4B (Prescriptive) HS: Integrated Math 4B (Sequential) HS: International Business (E) HS: Introduction to Business (C) HS: Introduction to Communication (C) HS: Introduction to Criminal Justice (C) HS: Introduction to Culinary Arts (E) HS: Introduction to Early Childhood Education (C) HS: Introduction to Finance (C) HS: Introduction to Homeland Security (C) HS:
- 5.

Introduction to Law (C)

6. HS: Introduction to Medical Assisting (C) HS: Introduction to Psychology (C) HS: Introduction to Social Media (E) HS: Introduction to Sociology (C) HS: Introduction to the Paralegal Profession (C) HS: Introductory Astronomy (C) HS: Java Programming I (C) HS: Journalism I v11 (GS) HS: Latin I v12 (GS) HS: Latin II v8 (GS) e11 HS: Latin III v12 (GS) HS: Law & Order (E) HS: Life Management Skills v10 (GS) HS: Math Projects Library HS: Medical Terminology (C) HS: Music Appreciation (E) HS: Mythology & Folklore (E) HS: Peer Counseling (E) HS: Personal & Family Finance (E) HS: Personal Finance Video Library HS: Personal Fitness v10 (GS) HS: Personal Psychology I (E) HS: Personal Psychology II (E) HS: Philosophy (E) HS: Physical Science - Chemistry (Flex) HS: Physical Science - Chemistry (Prescriptive) HS: Physical Science - Chemistry (Sequential) HS: Physical Science - Physics (Flex) HS: Physical Science - Physics (Prescriptive) HS: Physical Science - Physics (Sequential) HS: Physics A (Flex) HS: Physics A (Prescriptive) HS: Physics A (Sequential) HS: Physics B (Flex) HS: Physics B (Prescriptive) HS: Physics B (Sequential) HS: Pre-Algebra A (Flex) HS: Pre-Algebra A (Prescriptive)
7. HS: Pre-Algebra A (Sequential) HS: Pre-Algebra B (Flex) HS: Pre-Algebra B (Prescriptive) HS: Pre-Algebra B (Sequential) HS: Precalculus A (Flex) HS: Precalculus A (Prescriptive) HS: Precalculus A (Sequential) HS: Precalculus B (Flex) HS: Precalculus B (Prescriptive) HS: Precalculus B (Sequential) HS: Precalculus CCSS (Flex) HS: Precalculus CCSS (Prescriptive) HS: Precalculus CCSS (Sequential) HS: Principles of Management (C) HS: Principles of Marketing (C) HS: Psychology v14 (GS) HS: Public Speaking I (E) HS: Reading for College Success v10 (GS) HS: Real World Parenting (E) HS: Research Methods (C) HS: Social Media v13 (GS) HS: Social Problems I (E) HS: Social Problems II (E) HS: Sociology I (E) HS: Sociology II (E) HS: Spanish 1A (Flex) HS: Spanish 1A (Prescriptive) HS: Spanish 1A (Sequential) HS: Spanish 1B (Flex) HS: Spanish 1B (Prescriptive) HS: Spanish 1B (Sequential) HS: Spanish I v9 (GS) e12 HS: Spanish II v13 (GS) HS: Spanish III v10 (GS) e12 HS: Spanish for Spanish Speakers v12 (GS) HS: Sports & Entertainment Marketing (E) HS: Statistics (Flex) HS: Statistics (Prescriptive)
8. HS: Statistics (Sequential) HS: Theater, Cinema, & Film Production (E) HS: Thinking and Learning Strategies v6 (GS) HS: Trigonometry (Flex) HS: Trigonometry (Prescriptive) HS: Trigonometry (Sequential) HS: US History (Flex) HS: US History (Prescriptive) HS: US History (Sequential) HS: US History A (Flex) HS: US History A (Prescriptive) HS: US History A (Sequential) HS: US History B (Flex) HS: US History B (Prescriptive) HS: US History B (Sequential) HS: Veterinary Science (E) HS: World History (Flex) HS: World History (Prescriptive) HS: World History (Sequential) HS: World History A (Flex) HS: World History A (Prescriptive) HS: World History A (Sequential) HS: World History B (Flex) HS: World History B (Prescriptive) HS: World History B (Sequential) HS: World Religions (E) Learning on the Platform MS: American Hist: A New Role in the World (Flex) MS: American Hist: A New Role in the World (Prescriptive) MS: American Hist: A New Role in the World (Sequential) MS: American Hist: An Age of Industry (Flex) MS: American Hist: An Age of Industry (Prescriptive) MS: American Hist: An Age of Industry (Sequential) MS: American Hist: Civil War and Reunion (Flex) MS: American Hist: Civil War and Reunion (Prescriptive) MS: American Hist: Civil War and Reunion (Sequential) MS: American Hist: Depression and War (Flex) MS: American Hist: Depression and War (Prescriptive)

9. MS: American Hist: Depression and War (Sequential) MS: American Hist: Forming a New Nation (Flex) MS: American Hist: Forming a New Nation (Prescriptive) MS: American Hist: Forming a New Nation (Sequential) MS: American Hist: Moving Towards the Future (Flex) MS: American Hist: Moving Towards the Future (Prescriptive) MS: American Hist: Moving Towards the Future (Sequential) MS: American Hist: The Beginnings (Flex) MS: American Hist: The Beginnings (Prescriptive) MS: American Hist: The Beginnings (Sequential) MS: American Hist: The Nation Expands and Changes (Flex) MS: American Hist: The Nation Expands and Changes (Prescriptive) MS: American Hist: The Nation Expands and Changes (Sequential) MS: American Hist: The New Republic (Flex) MS: American Hist: The New Republic (Prescriptive) MS: American Hist: The New Republic (Sequential) MS: American History (Flex) MS: American History (Prescriptive) MS: American History (Sequential) MS: Basic Math 1 (Flex) MS: Basic Math 1 (Prescriptive) MS: Basic Math 1 (Sequential) MS: Basic Math 2 (Flex) MS: Basic Math 2 (Prescriptive) MS: Basic Math 2 (Sequential) MS: Basic Math 3 (Flex) MS: Basic Math 3 (Prescriptive) MS: Basic Math 3 (Sequential) MS: Basic Math 4 (Flex) MS: Basic Math 4 (Prescriptive) MS: Basic Math 4 (Sequential) MS: Civics: Foundations of Citizenship (Flex) MS: Civics: Foundations of Citizenship (Prescriptive) MS: Civics: Foundations of Citizenship (Sequential) MS: Comprehensive PE 6/7 v11 (GS) MS: Comprehensive PE 7/8 v11 (GS) MS: Earth Sci: Astronomy (Flex) MS: Earth Sci: Astronomy (Prescriptive)
10. MS: Earth Sci: Astronomy (Sequential) MS: Earth Sci: Earth's Land and Water (Flex) MS: Earth Sci: Earth's Land and Water (Prescriptive) MS: Earth Sci: Earth's Land and Water (Sequential) MS: Earth Sci: Inside Earth (Flex) MS: Earth Sci: Inside Earth (Prescriptive) MS: Earth Sci: Inside Earth (Sequential) MS: Earth Sci: Weather and Climate (Flex) MS: Earth Sci: Weather and Climate (Prescriptive) MS: Earth Sci: Weather and Climate (Sequential) MS: Earth Science (Flex) MS: Earth Science (Prescriptive) MS: Earth Science (Sequential) MS: English: Basic Reading (Flex) MS: English: Basic Reading (Prescriptive) MS: English: Basic Reading (Sequential) MS: English: Basic Writing (Flex) MS: English: Basic Writing (Prescriptive) MS: English: Basic Writing (Sequential) MS: English: Grammar (Flex) MS: English: Grammar (Prescriptive) MS: English: Grammar (Sequential) MS: English: Literature (Flex) MS: English: Literature (Prescriptive) MS: English: Literature (Sequential) MS: English: School and Job Skills (Flex) MS: English: School and Job Skills (Prescriptive) MS: English: School and Job Skills (Sequential) MS: English: Writing (Flex) MS: English: Writing (Prescriptive) MS: English: Writing (Sequential) MS: Fitness - Grade 6 v11 (GS) MS: Intermediate Math 1 (Flex) MS: Intermediate Math 1 (Prescriptive) MS: Intermediate Math 1 (Sequential) MS: Intermediate Math 2 (Flex) MS: Intermediate Math 2 (Prescriptive) MS: Intermediate Math 2 (Sequential)
11. MS: Intermediate Math 3 (Flex) MS: Intermediate Math 3 (Prescriptive) MS: Intermediate Math 3 (Sequential) MS: Intermediate Math 4 (Flex) MS: Intermediate Math 4 (Prescriptive) MS: Intermediate Math 4 (Sequential) MS: Life Sci: Cells and Heredity (Flex) MS: Life Sci: Cells and Heredity (Prescriptive) MS: Life Sci: Cells and Heredity (Sequential) MS: Life Sci: Environmental Science (Flex) MS: Life Sci: Environmental Science (Prescriptive) MS: Life Sci: Environmental Science (Sequential) MS: Life Sci: From Bacteria to Plants (Flex) MS: Life Sci: From Bacteria to Plants (Prescriptive) MS: Life Sci: From Bacteria to Plants (Sequential) MS: Life Sci: Human Biology and Health (Flex) MS: Life Sci: Human Biology and Health (Prescriptive) MS: Life Sci: Human Biology and Health (Sequential) MS: Life Science (Flex) MS: Life Science

- (Prescriptive) MS: Life Science (Sequential) MS: Math Grade 6 (Flex) MS: Math Grade 6 (Prescriptive) MS: Math Grade 6 (Sequential) MS: Math Grade 7 (Flex) MS: Math Grade 7 (Prescriptive) MS: Math Grade 7 (Sequential) MS: Orientation to Art 2D v5 (GS) MS: Photography (E) MS: Physical Sci: Chemical Building Blocks (Flex) MS: Physical Sci: Chemical Building Blocks (Prescriptive) MS: Physical Sci: Chemical Building Blocks (Sequential) MS: Physical Sci: Chemical Interactions (Flex) MS: Physical Sci: Chemical Interactions (Prescriptive) MS: Physical Sci: Chemical Interactions (Sequential) MS: Physical Sci: Electricity and Magnetism (Flex) MS: Physical Sci: Electricity and Magnetism (Prescriptive) MS: Physical Sci: Electricity and Magnetism (Sequential)
12. MS: Physical Sci: Motion, Forces, and Energy (Flex) MS: Physical Sci: Motion, Forces, and Energy (Prescriptive) MS: Physical Sci: Motion, Forces, and Energy (Sequential) MS: Physical Sci: Sound and Light (Flex) MS: Physical Sci: Sound and Light (Prescriptive) MS: Physical Sci: Sound and Light (Sequential) MS: Physical Science (Flex) MS: Physical Science (Prescriptive) MS: Physical Science (Sequential) MS: Pre-Algebra (Flex) MS: Pre-Algebra (Prescriptive) MS: Pre-Algebra (Sequential) MS: Pre-Algebra 1 (Flex) MS: Pre-Algebra 1 (Prescriptive) MS: Pre-Algebra 1 (Sequential) MS: Pre-Algebra 2 (Flex) MS: Pre-Algebra 2 (Prescriptive) MS: Pre-Algebra 2 (Sequential) MS: Pre-Algebra 3 (Flex) MS: Pre-Algebra 3 (Prescriptive) MS: Pre-Algebra 3 (Sequential) MS: Pre-Algebra 4 (Flex) MS: Pre-Algebra 4 (Prescriptive) MS: Pre-Algebra 4 (Sequential) MS: Reading I v8 (GS) MS: Science and Technology (Flex) MS: Science and Technology (Prescriptive) MS: Science and Technology (Sequential) MS: Spanish Beginning v12 (GS) MS: Spanish Intermediate v9 (GS) e12 MS: World Studies (Flex) MS: World Studies (Prescriptive) MS: World Studies (Sequential) MS: World Studies: Africa (Flex) MS: World Studies: Africa (Prescriptive) MS: World Studies: Africa (Sequential) MS: World Studies: Asia and the Pacific (Flex) MS: World Studies: Asia and the Pacific (Prescriptive)
13. MS: World Studies: Asia and the Pacific (Sequential) MS: World Studies: Europe and Russia (Flex) MS: World Studies: Europe and Russia (Prescriptive) MS: World Studies: Europe and Russia (Sequential) MS: World Studies: Foundations of Geography (Flex) MS: World Studies: Foundations of Geography (Prescriptive) MS: World Studies: Foundations of Geography (Sequential) MS: World Studies: Latin America (Flex) MS: World Studies: Latin America (Prescriptive) MS: World Studies: Latin America (Sequential) MS: World Studies: Medieval Times to Today (Flex) MS: World Studies: Medieval Times to Today (Prescriptive) MS: World Studies: Medieval Times to Today (Sequential) MS: World Studies: The Ancient World (Flex) MS: World Studies: The Ancient World (Prescriptive) MS: World Studies: The Ancient World (Sequential) MS: World Studies: The United States and Canada (Flex) MS: World Studies: The United States and Canada (Prescriptive) MS: World Studies: The United States and Canada (Sequential) Michigan College Transition Mathematics (Flex) Michigan College Transition Mathematics (Prescriptive) Michigan College Transition Mathematics (Sequential) Michigan MME Mathematics (Prescriptive) Michigan MME Science (Prescriptive) Michigan MME Social Studies (Prescriptive) National: ACT Language Arts (Prescriptive) National: ACT Mathematics (Prescriptive) National: ACT Practice Test 1 National: ACT Practice Test 2 National: ACT Science: Math Concepts (Prescriptive) National: ACT Science: Science Concepts (Prescriptive) National: SAT Language Arts (Prescriptive) National: SAT Mathematics (Prescriptive) National: SAT Practice Test 1 National: SAT Practice Test 2 Ohio OGT Language Arts (Prescriptive) Ohio

OGT Mathematics (Prescriptive) Ohio OGT Science (Prescriptive)

14. Ohio OGT Social Studies (Prescriptive) American History Adapted HS: Accounting I (C) HS: Accounting II (C) HS: Administrative Duties and Office Management (C) HS: Algebra 1 CCSS (Flex) HS: Algebra 1 CCSS (Prescriptive) HS: Algebra 1 CCSS (Sequential) HS: Algebra 1A (Flex) HS: Algebra 1A (Prescriptive) HS: Algebra 1A (Sequential) HS: Algebra 1B (Flex) HS: Algebra 1B (Prescriptive) HS: Algebra 1B (Sequential) HS: Algebra 2 CCSS (Flex) HS: Algebra 2 CCSS (Prescriptive) HS: Algebra 2A (Flex) HS: Algebra 2B (Flex) HS: Anthropology I (E) HS: Anthropology II (E) HS: Astronomy (E) HS: Biology A (Flex) HS: Biology A (Prescriptive) HS: Business Information Systems (C) HS: Business Law (C) HS: Business Math (C) HS: Chemistry A (Flex) HS: Chemistry A (Prescriptive) HS: Chemistry A (Sequential) HS: Chemistry B (Flex) HS: Chemistry B (Prescriptive) HS: Chemistry B (Sequential) HS: Creative Writing I (E) HS: Criminal Investigation (C) HS: Criminology (E) HS: Critical Thinking and Study Skills v11 (GS) HS: Developmental Writing (C) HS: Digital Photography I (E)
15. HS: Digital Photography II (E) HS: Earth Science B (Flex) HS: Earth Science B (Prescriptive) HS: Economics (Flex) HS: Economics (Sequential) HS: English I CCSS (Flex) HS: English I CCSS (Prescriptive) HS: English I CCSS (Sequential) HS: English IA (Flex) HS: English II CCSS (Prescriptive) HS: English II CCSS (Sequential) HS: English IIA (Flex) HS: English IIB (Flex) HS: English III CCSS (Flex) HS: English IIIA (Flex) HS: English IIIA (Prescriptive) HS: English IIIB (Flex) HS: English IV CCSS (Prescriptive) HS: English IVA (Flex) HS: English Projects Library HS: Environmental Science (Flex) HS: Environmental Science (Prescriptive) HS: Environmental Science (Sequential) HS: Fashion & Interior Design (E) HS: Fitness Lifestyle Design v7 (GS) e11 HS: Forensic Science II (E)

Exhibit 3

Performance Frameworks – Metrics, Measures, & Targets

OVERVIEW

The Performance Frameworks provide the Buckeye Community Hope Foundation (BCHF) a mechanism of: (1) strong accountability for the students and families who choose to attend one of our sponsored schools, (2) clear decision making by our Board of Trustees regarding our portfolio of schools, and in the longer term, (3) a higher-quality community school portfolio.

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.

We subscribe to the National Association of Charter School Authorizer’s Principles & Standards that state: “A Quality Sponsor implements an accountability system that effectively streamlines federal, state and local...compliance requirements while protecting schools’ legally entitled autonomy and minimizing schools’ administrative and reporting burdens.”

BCHF ultimately maintains discretion in making final decisions to consider a school for recognition, intervention, renewal, non-renewal, or termination. To this end, we strive to sponsor high performing community schools that have an incubation period of five (5) years and to protect the innovative and entrepreneurial spirit of the intent behind school choice. We maintain the discretion 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 (legal and operations), and Fiscal. Some indicators are weighted more than others. For example, the Overall Grade metric from the Local Report Card is made up of multiple components – Achievement, Progress, Gap Closing, Improving At-Risk K-3 Readers, Graduation Rate, and Prepared for Success – of which all or some may apply to a school. This measure is a significant indicator of a school’s performance and carries of weight of (3x) on the performance framework.

The Academic total score is weighted at 50% of the overall performance score on the framework for a school. Compliance and Fiscal both are weighted at 25% 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; and to make renewal decisions.

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

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
		4 points	3 points	TARGET 2 points	1 point	0 points
1. Overall Grade	Local Report Card (LRC) Grade– Weighted at 3X	(A)12	(B)9	(C)6	(D)3	(F)0
2. PI vs Challenged District PI (points)	Performance Index of the school from the LRC compared to the Performance Index from the LRC for the District where the school is located.	≥ 12	6 to 11	5 to -5	-6 to -11	≤ -12
3. PI vs Local Market PI (points)	Performance Index of the school from the LRC compared to the average Performance Index of from the LRC of similar local market schools. (Up to 3 local market schools will be used)	≥ 12	6 to 11	+5 to -5	-6 to -11	≤ -12
4. Overall VA vs Challenged District VA	School's Overall Value Added letter grade from the LRC compared to the Overall Value Added letter grade from the LRC for the District where the school is located.	≥ 2	+1	0	-1	≤ -2
5. Overall VA vs Local Market VA	School's Overall Value Added grade from the LRC compared to the average of the Overall Value Added grade from the LRC of local market schools. (Up to 3 similar local market schools will be used)	≥ 2	+1	0	-1	≤ -2
6. Chronic Absenteeism Rate	Chronic Absenteeism Rate (%) from the school's LRC	$\leq 10\%$	11% to 15%	16% to 20%	21% to 24%	$\geq 25\%$
7. Over the Contract Averages	School's letter grade average of the three most recent school years for the Performance Index Measure.	A(4)	B(3)	C(2)	D(1)	F(0)

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
				TARGET		
		4 points	3 points	2 points	1 point	0 points
Over the Contract Averages	School's letter grade average of the three most recent school years for the K3-Literacy Component.	A(4)	B(3)	C(2)	D(1)	F(0)
Over the Contract Averages	School's letter grade average of the three most recent school years for the Progress Component.	A(4)	B(3)	C(2)	D(1)	F(0)
8. Achievement 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	45 to 49	40 to 44	35 to 39	≤ 35
9. Improvement NRT	The greater of the average NCE growth from fall to winter or fall to spring.	≥ 20	10 to 19	0 to 9	> 0 to -10	≤ -10
10. Disaggregated Performance Beyond GAP Closing.	Using ELA and Math AMO calculations the total earned subgroup points are divided by the total possible points.	≥ 90%	80%-89%	70%-79%	60%-69%	≤ 59%
11. English Learner	The percent of English Learners meeting their goal based on the AMO from the GAP report.	≥ 90%	80%-89%	70%-79%	60%-69%	≤ 59%
12. SMART Goal	Progress toward the school meeting its <i>prioritized</i> SMART Goal set at the beginning of each school year.	A(4)		C(2)		F(0)

ACADEMIC PERFORMANCE TARGETS & METRICS – Drop Out Recovery Community School

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
		4 points	3 points	TARGET 2 points	1 point	0 point
1. Overall Rating	Local Report Card (LRC) Rating – Weighted at 3X	Exceeds(12)		Meets(6)		Does Not Meet(0)
2. Test Passage Rate Compared to State	Percent 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%		-19.9 % to +19.9 %		≤ -20%
3. Combined Graduation Rate Compared to State	Percent difference of the school's combined graduation rate from the LRC compared to the State's average Drop Out Recovery graduation rate.	≥ 20%		-19.9 % to +19.9 %		≤ -20%
4. Over the Contract Averages Exceeds=A(4) Meets=C(2) Does not Meet=F(0)	School's letter grade average of the three most recent school years for the Test Passage rate.	A	B	C	D	F
Over the Contract Averages Exceeds=A(4) Meets=C(2) Does not Meet=F(0)	School's letter grade average of the three most recent school years for the Combined Graduation rate.	A	B	C	D	F
Over the Contract Averages Exceeds=A(4) Meets=C(2) Does not Meet=F(0)	School's letter grade average of the three most recent school years for the Progress Component.	A	B	C	D	F

ITEM	DESCRIPTION/DATA SOURCE	SCALE				
		4 points	3 points	TARGET 2 points	1 point	0 point
5. Achievement 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	45 to 49	40 to 44	35 to 39	< 35
6. Improvement NRT	The greater of the average NCE growth from fall to winter or fall to spring.	≥ 20	10 to 19	0 to 9	> 0 to -10	≤ -10
7. Disaggregated Performance Beyond GAP Closing.	Using ELA and Math AMO calculations the total earned subgroup points are divided by the total possible points.	≥ 90%	80%-89%	70%-79%	60%-69%	≤ 59%
8. English Learner	The percent of English Learners meeting their goal based on the AMO from the GAP report.	≥ 90%	80%-89%	70%-79%	60%-69%	≤ 59%
9. SMART Goal	Progress toward the school meeting its <i>prioritized</i> SMART Goal set at the beginning of each school year.	A(4)		C(2)		F(0)

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, public records, 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
6. Educational Program	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.	School scores 100% for required items.	School scores 95-99% for required items.	School scores <95% for required items.	NC

ITEM	DESCRIPTION/DATA SOURCE	SCALE			
		TARGET			
LEGAL		2 points	1 point	0 points	Not Calculated
7. Governance-Required Number of Board Meetings	Number of governing board meetings held per school year as required by the community school contract and/or rule and law.	6+ meetings held per year.	5 meetings held per year.	4 or fewer meetings held per year.	NC
8. Governance-Required Number of Board Members	Number of governing board members approved by BCHF per school year as required by the community school contract and/or rule and law.	5+ sponsor approved members for the full year.	4 sponsor approved members for (1) or more meetings.	3 or fewer sponsor approved members for (1) or more meetings.	NC
9. Governance-Required Board Member Training	Governing authority board annual training as required by the community school contract and/or rule and law.	2 (or more) hrs. of annual training completed in Open Meetings and Public Records for 100% of board members.	2 (or more) hrs. of annual training completed in Open Meetings and Public Records for 90-99% of board members.	2 (or more) hrs. of annual training completed in Open Meetings and Public Records for <90% of board members.	NC
10. Annual Report	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.	School Annual Report submitted AND made available to parents by the due date.	N/A	School Annual Report NOT submitted OR NOT made available to parents by the due date.	NC

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

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

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.

Benefits are as follows:

All employees participate in either SERS or STRS retirement programs.

Employees who work 30+ hours per week are eligible for medical coverage under the affordable care act.

Employees who work 38+ hours per week are considered full time, and in addition to medical coverage, are also eligible for dental and vision coverage, short and long term disability, accidental death and dismemberment coverage, life insurance, paid personal time off and paid vacation time.

All employees are eligible to enroll in pre-tax flex spending programs for dependent care and medical spending plans.

Benefits for Full-Time Employees



This is a summary only, intended for information and quick reference. For detailed information refer to each plan's Summary Plan Description and plan documents.

Benefit	Start Date	Employee Cost	Brief Description
Major Medical & Rx - Blue Cross Blue Shield of Arizona (BCBSAZ)	1 st of month following 30 days of employment	Three plans – Base; Buy-up and Consumer Driven Health Plan (CDHP) <i>See Leona Benefit Plan Premiums 2019.20 for premium rates</i>	Higher benefits for network providers. Higher benefits on buy-up plan. Base and Buy-up plans have co-pays and deductibles. All expenses under CDHP except preventive care expenses and prescription drugs are subject to deductible. All plans include a wellness membership through BCBSAZ.
Dental Delta Dental of Michigan	1 st of month following 30 days of employment	<i>See Leona Benefit Plan Premiums 2019.20 for premium rates</i>	Higher benefits for network providers. 100% coverage for routine, 80% coverage for basic and 50% coverage for major and orthodontia.
Vision-Superior Vision National Network	1 st of month following 30 days of employment	<i>See Leona Benefit Plan Premiums 2019.20 for premium rates</i>	Higher benefits for network providers.
BCBSAZ Wellness plan	1 st of month following 30 days of employment	None	Employees and dependents 18 and older enrolled in medical plan are automatically enrolled in BCBSAZ Wellness Plan.
Life Insurance Aetna	1 st date of employment	None	Benefit equals two times employee base pay rounded up to nearest \$1,000.
Accidental Death & Dismemberment	1 st date of employment	None	Benefit equals up to two times employee base pay rounded up to nearest \$1,000.
Short Term Disability The Hartford	Eligible for benefits following 1 year of full-time employment	None	Partial income replacement at 60% for up to 90 days based on length of employment.
Long Term Disability The Hartford	Eligible for benefits following 1 year of full-time employment	None	Partial income replacement if disabled continuously for more than 90 days.
Flexible Spending Accounts – Medical/ Dependent Care Payflex (HealthHub)	1 st of month following 30 days of employment	Employee selects amount of deferral	Employee defers pre-tax \$\$ through payroll deduction. Up to \$2600 for medical and up to \$5,000 for dependent care.
401(k) Retirement Savings Plan Transamerica (Michigan and some Indiana schools)	1 st of month following 30 days of employment for employee deferrals. <i>Employer match after 1 year of service</i>	Employee selects amount of deferral	Employee defers pre-tax \$\$ through payroll deduction. Can contribute up to IRS limits. Employer dollar-for-dollar match of employee deferral up to 6%.
Voluntary Benefits: Whole Life Specified Critical Illness & Accident	Open Enrollment held in October (January 1 start date)	Employee selects amount of coverage and rates	Offered through UNUM, these three plans are optional, and are portable.
Personal Time [FT YR/SY] Carryover allowed to certain max hours	Upon hire	None	FT earn PTO at 2 hrs per pay period. This equates to 48 hours (6 days per year for FT YR w max accrual 96 hours/12 days) and 40 hours (5 days per year for FT SY employees w max accrual 80 hours/10 days).
Vacation [FT YR only]	Upon hire	None	2 – 4 weeks of paid vacation depending upon length of service
Employee Assistance Plan (EAP)	Upon Hire	None	Provides counseling for employee and family (up to 3 visits a year for you and your family)
Legal Shield-contact Brenda Anderson 602.617.3209 brendaAnderson@legalshi eldAssociate.com	1 st of month following 30 days of employment	Varies depending on plan selected	Provides legal assistance

FY20 - October 2019 submission

IRN No.: 011507

County: Lucas

Type of School: Brick and Mortar

Contract Term: June 30, 2020

School Name: Achieve Career Preparatory

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2017 through 2019, Actual and

the Fiscal Years Ending 2020 through 2024, Forecasted

	Actual			Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 898,701	\$ 1,135,543	\$ 1,242,822	\$ 1,158,918	\$ 1,216,864	\$ 1,277,707	\$ 1,341,592	\$ 1,408,672
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	1,041	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	11,599	60,974	31,669	24,212	24,938	25,687	26,457	27,251
Total Operating Receipts	\$ 910,300	\$ 1,197,558	\$ 1,274,491	\$ 1,183,130	\$ 1,241,802	\$ 1,303,394	\$ 1,368,050	\$ 1,435,923
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-
400 Purchased Services	1,084,125	1,439,506	1,509,982	1,323,227	1,511,571	1,557,488	1,605,036	1,731,277
500 Supplies and Materials	67,055	53,715	70,501	75,949	78,227	80,574	82,992	85,481
600 Capital Outlay -New	42,372	13,901	20,760	13,500	5,000	5,000	15,000	5,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	18,350	42,622	48,304	55,565	57,231.95	58,949	60,717	62,539
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,211,902	\$ 1,549,744	\$ 1,649,547	\$ 1,468,241	\$ 1,652,030	\$ 1,702,011	\$ 1,763,745	\$ 1,884,297
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (301,602)	\$ (352,186)	\$ (375,056)	\$ (285,111)	\$ (410,228)	\$ (398,617)	\$ (395,696)	\$ (448,374)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 225,179	\$ 251,799	\$ 259,143	\$ 271,857	\$ 285,450	\$ 299,722	\$ 314,708	\$ 330,444
State Grants (3200, except 3211)	127,644	125,207	118,539	106,026	111,327	116,894	122,738	128,875
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	175	150	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	167,000	-	-	-	-	-	-	-
Debt Principal Retirement	(182,077)	(30,154)	-	-	-	-	-	-
Interest and Fiscal Charges	(3,154)	(1,206)	-	-	-	-	-	-
Transfers - In	(20,670)	(7,559)	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 314,097	\$ 338,237	\$ 377,682	\$ 377,883	\$ 396,777	\$ 416,616	\$ 437,447	\$ 459,319

Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 12,495	\$ (13,949)	\$ 2,626	\$ 92,772	\$ (13,451)	\$ 17,999	\$ 41,751	\$ 10,945
Fund Cash Balance Beginning of Fiscal Year	\$ 9,373	\$ 21,868	\$ 7,919	\$ 10,545	\$ 103,317	\$ 89,866	\$ 107,865	\$ 149,616
Fund Cash Balance End of Fiscal Year	\$ 21,868	\$ 7,919	\$ 10,545	\$ 103,317	\$ 89,866	\$ 107,865	\$ 149,616	\$ 160,561

Assumptions

	Actual			Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Staffing/Enrollment								
Total Student FTE	109	131	145	130	150	170	180	190
Instructional Staff	9.91	9.26	9.26	10.10	10.10	10.10	10.10	11.10
Administrative Staff	2.73	2.74	2.74	3.00	3.00	4.00	4.00	4.00
Other Staff	6.5	5.57	5.57	4.73	4.73	4.73	4.73	4.73
Purchased Services								
Rent	\$ 120,000.00	\$ 120,000.00	\$ 144,000.00	\$ -	\$ 144,000.00	\$ 144,000.00	\$ 144,000.00	\$ 168,000.00
Utilities	33,560.00	41,311.00	45,500.00	42,500.00	43,775.00	45,088.25	46,440.90	47,834.12
Other Facility Costs	85,632.00	43,089.00	60,821.00	65,741.00	67,713.23	69,744.63	71,836.97	73,992.07
Insurance	-	-	-	-	-	-	-	-
Management Fee	-	183,367.00	144,562.00	-	-	-	-	-
Sponsor Fee	28,864.00	36,820.00	39,612.00	36,646.00	37,745.38	38,877.74	40,044.07	41,245.40
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	941.00	1,473.00	3,984.00	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54
Legal	5,904.00	1,760.00	1,500.00	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61
Marketing	3,165.00	3,803.00	11,508.00	18,250.00	18,797.50	19,361.43	19,942.27	20,540.54
Consulting	-	-	-	-	-	-	-	-
Salaries and Wages	452,851.22	613,264.00	688,532.00	751,292.00	781,343.68	812,597.43	845,101.32	916,905.38
Employee Benefits	200,031.81	212,477.41	259,943.00	286,612.00	292,344.24	298,191.12	304,154.95	325,238.05
Special Education Services	-	-	-	-	-	-	-	-
Technology Services	8,152.00	9,386.00	13,000.00	16,036.00	16,517.08	17,012.59	17,522.97	18,048.66
Food Services	71,486.00	59,346.00	61,500.00	61,000.00	62,830.00	64,714.90	66,656.35	68,656.04
Other	73,538.00	113,409.18	35,520.00	38,950.00	40,118.50	41,322.06	42,561.72	43,838.57
Total	\$ 1,084,125.03	\$ 1,439,505.59	\$ 1,509,982.00	\$ 1,323,227.00	\$ 1,511,570.61	\$ 1,557,487.72	\$ 1,605,036.42	\$ 1,731,276.97
Financial Metrics								
Debt Service Payments	\$ 185,231	\$ 31,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.28	0.80	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	20.50%	10.33%	-10.05%	15.38%	13.33%	5.88%	5.56%
Growth in New Capital Outlay	0.00%	-67.19%	49.34%	-34.97%	-62.96%	0.00%	200.00%	-66.67%
Growth in Operating Receipts	0.00%	31.56%	6.42%	-7.17%	4.96%	4.96%	4.96%	4.96%
Growth in Non-Operating Receipts/Expenses	0.00%	7.69%	11.66%	0.05%	5.00%	5.00%	5.00%	5.00%
Days of Cash	0.01	0.01	0.00	0.01	0.06	0.05	0.06	0.08

Assumptions Narrative Summary

Fiscal Year 2020-2024 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	NA
Loan A	\$ -	\$ -	\$ -	\$ -	NA
Loan B	\$ -	\$ -	\$ -	\$ -	NA
Line of Credit	\$ -	\$ -	\$ -	\$ -	NA
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	NA
Capital Leases	\$ -	\$ -	\$ -	\$ -	NA
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	NA
Total	\$ -	\$ -	\$ -	\$ -	NA

FY2016, FY2017, and FY2018 are Audited

All employees are hired through the management company so are listed under contracted services

800 - Other includes insurance, audit fees, field trip admissions, medicaid processing fees, new employee drug/background checks, building taxes, and food service license fees

Enrollment of 130 for FY2020

Landlord waived rent for FY2020

Management company waived management fees for FY2020

Projected 5% enrollment growth each year after

5% increase in fees and other operating receipts each year

2% increase in salaries each year with 2% bonuses, plus additional instructional staff with increased enrollment

2% increase in cost of benefits each year

3% increase in the cost of purchased services each year

3% increase in the cost of supplies and materials each year

Added capital outlay

3% increase in the cost of other operating expenses each year

5% increase in federal and state grants due to projected enrollment increase

There is no debt

Fiscal Officer:

Ed Blankenship

skeeter1107@gmail.com

Management Company:

The Leona Group

Management Company Contacts:

Jennifer Darling, Budget Manager

Jennifer.Darling@leonagroup.com

Melinda Benkovsky, Director of Budget and Finance

Melinda.Benkovsky@leonagroup.com

Exhibit 5
Plan of Action for Financial Difficulties or Closure

Community School: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Updated: May 2018

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

Closure Statute

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. In order 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 affairs 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 Template. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If a school's governing authority is no longer able or willing to fulfill obligations with respect 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:

- Closing procedures detailed in this guidance or the accompanying template 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 are advised to consult their legal counsel.

Sponsors must submit a Suspension and Closing Assurance Template for each 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 Template as soon as possible after the suspension/closure of the school.

For mid-year closure or suspension, an estimated timeline for closure activities must be submitted to the Office of Community Schools within 10 days of notification. In the case of closure at the end of the school year, sponsors shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. Sponsors shall use the Suspension and Closing Assurance Template for the estimated timeline.

The updated Suspension and Closing Assurance Template shall be submitted to the Office of Community Schools, via Epicenter, quarterly (July 1, Oct. 1, Jan. 1 and April 1), noting which activities are complete and which are not yet complete until the process is finished and closing assurances are submitted. The quarterly submissions shall include a narrative explaining any delays and the sponsor's target date for submitting the final closing assurances.

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

The Suspension and Closing Assurance Template provides step-by-step guidance to assist sponsors in meeting their responsibilities when one of their schools suspends operations or closes.

Additional Resource

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

Submission Instructions

Sponsors must submit the Suspension and Closing Assurance Template for each closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

Submit the Suspension and Closing Assurance Template by uploading the completed template, including certification, 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 Suspension and Closing Assurance Template.
8. For Entities, select the appropriate school by checking the box next to the school name.
9. Enter required information.
10. Click 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 this completed spreadsheet.

The Office of Community Schools and your consultant 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 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 particular 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 maintained in an employee record folder.

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. Additional information regarding state requirements is available [here](#). Federal records retention schedules are available [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Template.

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

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

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






ACPA Renewal Contract wih attachments - signed by board.5.19.20

Final Audit Report

2020-05-22

Created:	2020-05-22
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