

**SUCCESSOR
COMMUNITY SCHOOL SPONSORSHIP
CONTRACT
FOR THE
Quaker Digital Academy
*A CONVERSION COMMUNITY SCHOOL***

This Successor Community School Sponsorship Contract (hereinafter "Contract") is entered into on the 12 day of January, 2022, by and between the New Philadelphia City School District Board of Education (hereinafter the "SPONSOR") and the Governing Authority (hereinafter "the Board of Directors") of the Quaker Digital Academy (hereinafter the "SCHOOL").

WHEREAS, Chapter 3314 of the Ohio Revised Code authorizes boards of education, as sponsors of community schools, to authorize and oversee the operations of community schools through sponsorship contracts and to support such schools through the provision of services and funding; and

WHEREAS, the SCHOOL was previously established as a public benefit corporation (or, if established prior to April 8, 2003, as a non-profit corporation) pursuant to Chapter 1702 of the Ohio Revised Code; and

WHEREAS, the SCHOOL was open for instruction as an "internet- or computer-based community school" (within the meaning of Section 3314.02(A)(7) of the Ohio Revised Code) as of May 1, 2005 (and the school therefore is not subject to the moratorium imposed by Section 3314.013(A)(6) of the Ohio Revised Code); and

WHEREAS, the SPONSOR and the Board of Directors are parties to a Successor Community School Sponsorship Contract in effect from July 1, 2019 to June 30, 2022 (hereinafter the "2019-2022 Contract"); and

WHEREAS, the SCHOOL timely applied for the SPONSOR to continue to sponsor the SCHOOL;

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 2019-2022 Contract, and the SCHOOL's progress in meeting the academic in the 2019-2022 Contract have been satisfactory;

WHEREAS, pursuant to the aforementioned review, SPONSOR desires to extend its relationship through this Contract.

WHEREAS, the SPONSOR and the Board of Directors desire to renew the 2019-2022 Contract upon its expiration in accordance with the terms and conditions set forth below; and

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 SPONSOR and the Board of Directors hereby agree as follows:

Article I. Purpose

- A. This Contract is entered into pursuant to Chapter 3314 of the Ohio Revised Code, and specifically Section 3314.03(E) of the Ohio Revised Code, for the purpose of renewing the SPONSOR's sponsorship of the SCHOOL as a conversion-type community school upon the terms and conditions contained herein. The SCHOOL shall utilize certain resources converted to the SCHOOL's use by the SPONSOR, including but not limited to portions of the SPONSOR's facilities, staff, equipment, instructional materials, curriculum, and educational strategy, as determined to be appropriate by the SPONSOR, in the SPONSOR's sole discretion. The SCHOOL shall be a public school, legally separate from any school district, and part of the state education program. Pursuant to Section 3314.01 of the Ohio Revised Code, and except as otherwise provided hereunder, the SCHOOL may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the SCHOOL. As the SCHOOL's Governing Authority, the Board of Directors of the SCHOOL may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Ohio Revised Code, other statutes applicable to community schools, and this Contract.
- B. Except as otherwise provided herein, this Contract supersedes in its entirety the 2019-2022 Contract, and the parties waive any rights pursuant to said contract with respect to future performance.
- C. The SCHOOL is classified as a dropout prevention and recovery school pursuant to Section 3301-102-10(A) of the Ohio Administrative Code and shall take all such actions necessary to maintain such classification.
- D. The Board of Directors is not presently planning to seek designation for the SCHOOL as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code.

Article II. Board of Directors

- A. The Board of Directors shall be responsible for carrying out the provisions of this Successor Contract and shall be appointed in accordance with the SCHOOL's code of regulations.
- B. The SCHOOL shall post the names of the Board of Directors members on its website. The SCHOOL shall also provide the names and addresses of the Board of Directors members to the SPONSOR and to the Ohio Department of Education upon request.

- C. No individual shall be a member of the Board of Directors if he/she: (1) owes the State any money or is in a dispute over whether he/she owes the State any money concerning the operation of a community school that has closed; (2) is subject to Section 3319.31(B) of the Ohio Revised Code with respect to refusal, limitation, or revocation of a license to teach, if he/she were a licensed educator; (3) has pleaded guilty to or been convicted of theft in office under Section 2921.41 of the Ohio Revised Code, or has pleaded guilty to or been convicted of a substantially similar offense in another state; (4) is an employee of the SPONSOR; or (5) is a member of a school district board of education.
- D. No individual shall be a member of the Board of Directors unless and until he/she has submitted to a criminal records check in the manner prescribed by Section 3319.39 of the Ohio Revised Code.
- E. No present or former member of the Board of Directors, or immediate relative of a present or former member of the Board of Directors shall be an officer of the SPONSOR, serve as an employee of or a consultant for the SPONSOR, or have supervisory authority over the SPONSOR unless at least one year has elapsed since the conclusion of the individual's membership on the Board of Directors.
- F. Each member of the Board of Directors shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three years: (1) the SPONSOR; (2) an operator of the SCHOOL; (3) a school district or educational service center that has contracted with the SCHOOL; and/or (4) a vendor that is or has engaged in business with the SCHOOL.

Article III. Term

- A. Except as otherwise provided herein, the Term of this Contract shall be for a period of three years, commencing on July 1, 2022, and ending on June 30, 2025.
- C. In accordance with Section 3314.07(B)(1) of the Ohio Revised Code, the SPONSOR may choose not to renew the Contract at its expiration or may choose to terminate the Contract prior to its expiration for any of the following reasons: (a) failure to meet student performance requirements stated in the Successor 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. The SPONSOR may suspend the operations of the SCHOOL in accordance with Section 3314.072 of the Ohio Revised Code and may place the SCHOOL on probationary status in accordance with Section 3314.073 of the Ohio Revised Code.
- D. In the event that the SPONSOR terminates or non-renews this Contract, the Board of Directors may immediately contract with a new sponsor to assume the sponsorship of the SCHOOL effective on the date of the termination or non-renewal.

Article IV. Responsibilities of the SCHOOL

- A. The SCHOOL has been established as and shall remain a non-profit or public benefit corporation pursuant to Chapter 1702 of the Ohio Revised Code.
- B. The SCHOOL is a conversion school as defined in Chapter 3314 of the Ohio Revised Code.
- C. The SCHOOL shall open for operation not later than the thirtieth day of September each school year, unless the mission of the SCHOOL is solely to serve dropouts.
- D. Facilities
 - 1. The SCHOOL is utilizing the following facilities:
 - a. The SCHOOL currently utilizes a 10,000 square foot facility located at 400 Mill Avenue, S.E., Suite 901, New Philadelphia, Ohio 44663. The Board of Directors leases said facility from Washington Prime, who has no relationship to an operator of the SCHOOL, for a term of ten (10) years. The Board of Directors pays an annual rent of \$62,000.04 to utilize said facilities. In addition to the payment of rent, the Board of Directors also pays for other costs that it incurs from its use of said facilities, such as utilities, insurance, and maintenance.
 - b. The SCHOOL currently utilizes a 2,500 square foot facility located at 108 East 5th Street, East Liverpool, Ohio 43920. The Board of Directors leases said facility from Brandon Dahl, who has no relationship to an operator of the SCHOOL, for a term of three (3) years. The Board of Directors pays an annual rent of \$13,200.00 to utilize said facilities. In addition to the payment of rent, the Board of Directors also pays approximately \$13,200.00 per year for other costs that it incurs from its use of said facilities, such as utilities, insurance, and maintenance.
 - c. The SCHOOL currently utilizes a 1,400 square foot facility located at 2228 Sunset Boulevard, Suite 2B, Steubenville, Ohio 43952. The Board of Directors leases said facility from OME-RESA Information Technology Center, who has no relationship to an operator of the SCHOOL, for a term of one (1) year. The Board of Directors pays an annual rent of \$13,908.00 to utilize said facilities. In addition to the payment of rent, the Board of Directors also pays for other costs that it incurs from its use of said facilities, such as utilities, insurance, and maintenance.
 - 2. Pursuant to R.C. 3314.251, the School is authorized to provide locations in which students may receive counseling, instructional coaching, and testing assistance pursuant (“Labs”). The School may use the facilities identified in Section (B)(1) of this Article as Labs. The SCHOOL may not use or enter an agreement to use any other facility as a Lab without providing the SPONSOR both (a) prior written notice and (b) an opportunity to review any proposed agreement for the location.

3. The SCHOOL shall provide its students a location within a fifty-mile radius of the student's residence at which to complete the statewide achievement and diagnostic assessments prescribed under Sections 3301.079, 3301.0710, and 3301.0712 of the Ohio Revised Code. The SCHOOL may provide its students with a location within a fifty-mile radius of the student's residence at which the student may receive counseling, instructional coaching, and testing assistance.
 4. The SCHOOL shall not 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 students enrolled in the SCHOOL.
- E. The SCHOOL's central base of operation shall be located at 400 Mill Avenue S.W., Suite 901, New Philadelphia, Ohio 44663. The SPONSOR shall maintain a representative within fifty miles of said location to provide monitoring and assistance to the SCHOOL.
 - F. The SCHOOL shall, at all times, have a designated Fiscal Officer that is licensed as a school treasurer pursuant to Section 3301.074 of the Ohio Revised Code. Except as provided for in Section 3314.011(D) of the Ohio Revised Code, the Fiscal Officer shall be employed by or engaged under a contract with the Board of Directors. As required by Section 3314.011(B) of the Ohio Revised Code, the Fiscal Officer shall, before entering upon his/her duties, execute a bond in an amount and with surety to be approved by the Board of Directors, payable to the State of Ohio, conditioned for the faithful performance of all the official duties required of the Fiscal Officer. Said bond shall be deposited with the Board of Directors, and a copy thereof, certified by the Board of Directors, shall be filed with the Tuscarawas County Auditor.
 - G. The Board of Directors shall purchase liability insurance or otherwise provide for the potential liability of the SCHOOL.
 - H. The SCHOOL shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
 - I. The SCHOOL shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, and 5705.391 and Chapters

117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district and shall comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code.

- J. To the extent applicable, the SCHOOL shall comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Improvement Act (IDEIA), and Ohio Administrative Code Chapter 3301-51, except that nothing contained herein is, or shall be construed to be, a waiver of any exceptions, exclusions or other rights that the SCHOOL may have or may avail itself of under the foregoing or any other applicable state or federal law. To the extent permitted by law, the SCHOOL shall not be required to fundamentally alter its program or incur an undue financial or other hardship in the operation of its program.
- K. The SCHOOL shall comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code.
- L. As required by Section 3314.03(A)(24) of the Ohio Revised Code, the SCHOOL shall comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district shall be taken by the SPONSOR (except that the SPONSOR shall not be required to take any action described in Section 3302.04(F)).
- M. Educational Program
 - 1. The SCHOOL shall operate in substantial compliance with Exhibit 1 ("Educational Plan"), which exhibit is attached hereto and incorporated by reference herein, including but not limited to provisions in such Exhibit concerning the SCHOOL's mission, the characteristics of the students the SCHOOL is expected to attract, the ages and grades of students, and the focus of the curriculum.
 - 2. The SCHOOL shall provide "learning opportunities" to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year. The definition of an instructional day is 5.11 hours calculated by 920 hours divided by 180 days which results in 5.11 hours per day not to exceed 10 hours per day.
 - (a) "Learning opportunities" are defined as including the SCHOOL's internet-based and book based curriculum, credit flex activities, student-SCHOOL interactions, and independently-completed SCHOOL assignments. Learning opportunities also include and other curriculum and educational activities approved by the SCHOOL to meet the needs of its students. In addition, the SCHOOL offers students credit flex opportunities that will enhance their academic and life experiences as permitted by O.R.C. 3314.03 (A) (23).

- (b) The learning opportunities shall comply with the criteria for student participation established by the Ohio Department of Education under Section 3314.08(H)(2) of the Ohio Revised Code.
 - (c) The learning opportunities provided to any given student may be customized from among those offered by the SCHOOL in order to serve the individual student's needs.
 - (d) A student's participation shall be determined jointly by the student's teachers and the SCHOOL's administrators based upon attendance, participation logs, performance, work products submitted by the student, and/or other criteria established by the SCHOOL.
 - (e) No student enrolled in the SCHOOL may participate in more than ten hours of learning opportunities in any period of twenty-four consecutive hours.
 - (f) As required by Section 3314.27 of the Ohio Revised Code, the SCHOOL shall keep an accurate record of each student's participation in learning opportunities each day. Said record shall be kept in such a manner that the information contained therein may easily be submitted to the Ohio Department of Education or to the Auditor of State.
 - (g) The SCHOOL shall not operate using a blended learning model.
3. Except as otherwise provided by Sections 3314.22(A)(2) or (3) of the Ohio Revised Code, the SCHOOL shall supply each student enrolled in the SCHOOL with a computer.
 4. As required by Section 3314.23 of the Ohio Revised Code, the SCHOOL shall comply with the standards developed by the international association for K-12 learning.
 5. The SCHOOL shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. The SCHOOL shall provide such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the school.
 6. Each student enrolled in the SCHOOL shall be assigned to at least one teacher of record. No teacher of record shall be primarily responsible for the academic development and achievement of more than one hundred twenty-five students. Pursuant to Section 3314.21 of the Ohio Revised Code, teachers shall conduct periodic visits with their students in person, which would include face to face and digital means throughout the school year, as provided in the Educational Plan.

7. As required by Section 3314.271(D) of the Ohio Revised Code, the SCHOOL shall, on a periodic basis throughout each school year, communicate with each student's parent, guardian, or custodian regarding the performance and progress of that student. The SCHOOL shall also provide opportunities for parent-teacher conferences, shall document the SCHOOL's requests for such conferences, and may permit students to participate in the conferences. Parent-teacher conferences may be conducted through electronic means.
8. To the extent applicable, the SCHOOL shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that 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 Board of Directors rather than the curriculum specified in Title XXXIII of the Ohio Revised Code or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in Section 3313.6027 and Section 3313.603(C) of the Ohio Revised Code, unless the person qualifies under Section 3313.603(D) or (F) of the Ohio Revised Code. 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 section 3313.603 of the Revised Code. 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 section 3313.603 of the Revised Code.
9. The SCHOOL shall seek to achieve racial and ethnic balance reflective of the community it serves by publicizing and marketing the SCHOOL in, and recruiting students from, all segments of such community. The SCHOOL shall provide notices to students, parents, staff and the general public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the SCHOOL shall provide the non-discrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms, and promotional materials.
10. In accordance with Section 3314.28 of the Ohio Revised Code, the SCHOOL shall annually submit to the SPONSOR on or before the first day of September a plan for providing special education and related services to disabled students enrolled in the SCHOOL. As authorized by Section 3314.022 of the Ohio Revised Code, the

Board of Directors may contract with the governing authority of another community school, the board of education of a school district, the governing board of an educational service center, a county board of developmental disabilities, or the administrative authority of a nonpublic school for provision of services for any disabled student enrolled at the SCHOOL.

11. Subject to capacity limitations and except as otherwise provided herein, the SCHOOL shall admit students who are entitled to attend school in any school district in Ohio. Consistent with the foregoing, the Board of Directors has adopted or shall adopt admission policies and procedures that comply with Sections 3314.06 and, if applicable, 3314.061 of the Ohio Revised Code, which are incorporated by reference herein. The SCHOOL shall not discriminate in the admission of students on the basis of race, creed, color, handicapping condition, or sex. Upon the admission of any handicapped student, the SCHOOL will comply with all federal and state laws regarding the education of handicapped students.
12. As required by Section 3314.271(A) of the Ohio Revised Code, the SCHOOL shall offer a student orientation course and shall notify each student who enrolls in the SCHOOL of his/her opportunity to participate in said orientation course.
13. The SCHOOL shall not enroll more students than the number permitted by its enrollment limit established by the Ohio Department of Education pursuant to Section 3314.20 of the Ohio Revised Code.
14. The Board of Directors has adopted or shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student, which is incorporated by reference herein.
15. The Board of Directors shall adopt an enrollment and attendance policy that requires a student's parent to notify the SCHOOL when there is a change in location of the parent's or student's primary address.
16. Upon the enrollment of each student and on an annual basis, the SCHOOL shall verify to the Ohio Department of Education the school district in which the student is entitled to attend under Section 3313.64 or 3313.65 of the Ohio Revised Code. The SCHOOL shall also review the residency records of its students on a monthly basis.
17. The SCHOOL shall adopt a student residence and address verification policy for students enrolling in or attending the SCHOOL. Said policy shall prescribe the number of documents listed in Section 3314.11(E) of the Ohio Revised Code required to initially verify a student's residency, and shall prescribe the information required to annually verify a student's residency.

18. The SCHOOL's attendance and participation policies shall be available for public inspection.
19. As required by Section 3314.26(A) of the Ohio Revised Code, the SCHOOL shall withdraw any student who, for two consecutive school years of enrollment in the SCHOOL after the 2020-2021 school year, has failed to participate in the spring administration of any assessment prescribed under Sections 3301.0710 or 3301.0712 of the Ohio Revised Code for the student's grade level, and was not excused from the assessment pursuant to Section 3301.0711(C)(1) or (3) of the Ohio Revised Code, regardless of whether a waiver was granted for the student under Section 3314.08(L)(3) of the Ohio Revised Code. The SCHOOL shall report any such student's data verification code, as assigned pursuant to Section 3301.0714 of the Ohio Revised Code, to the Ohio Department of Education.
20. The SCHOOL's attendance and participation records shall be made available to the Ohio Department of Education, the Auditor of State, and the SPONSOR to the extent permitted by Section 3319.321 of the Ohio Revised Code and the Family Educational Rights and Privacy Act of 1974 (20 USC 1232g).
21. The SCHOOL shall provide written notice of the provisions set forth in Section 3314.22(A) of the Ohio Revised Code to each parent who is considering enrolling his/her child in the SCHOOL, and to each parent whose child is already enrolled in the SCHOOL.
22. The SCHOOL shall distribute the written notice required by Section 3314.041 of the Ohio Revised Code to the parents of all students enrolled in the SCHOOL.
23. The SCHOOL shall annually submit to the Ohio Department of Education and Auditor of State a report of each instance under which a student who is enrolled in the SCHOOL resides in a children's residential center as defined under Section 5103.05 of the Ohio Revised Code.
24. Annually, the SCHOOL shall prepare and submit to the Ohio Department of Education, at the time and in the manner required by the Ohio Department of Education, a report that contains information about all of the following: (a) classroom size; (b) the ratio of teachers to students per classroom; (c) the number of student-teacher meetings conducted in person or by video conference; and (d) any other information determined necessary by the Ohio Department of Education.

N. Financial Plan

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

2. The Board of Directors, with the assistance of the SCHOOL's Fiscal Officer, shall adopt an annual budget by the thirty-first day of October each year. Said budget shall be in the format developed by the Ohio Department of Education and include the information set forth in Section 3314.032(C) of the Ohio Revised Code.
3. The SCHOOL shall be audited by the Auditor of State. Financial records of the SCHOOL shall be maintained in the same manner as are financial records of school districts and pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code.
4. The SCHOOL shall comply with policies and procedures regarding internal financial controls that are satisfactory to the SPONSOR and shall comply with the requirements and procedures for financial audits by the Auditor of State.
5. The Board of Directors shall comply with the standards for financial reporting adopted under Section 3301.07(B)(2) of the Ohio Revised Code.
6. The SCHOOL shall not charge tuition for the enrollment of any individual who is a resident of Ohio. The SCHOOL may charge tuition for the enrollment of any individual age five (5) to twenty-two (22) who is not a resident of Ohio.
7. In accordance with Section 3314.08(G)(1) of the Ohio Revised Code, the SCHOOL may borrow money to pay any necessary and actual expenses of the SCHOOL in anticipation of the receipt of any portion of the payments to be received by the SCHOOL pursuant to Section 3314.08(C) of the Ohio Revised Code. The SCHOOL may issue notes to evidence such borrowing, and the proceeds of such notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the SCHOOL.
8. If the SCHOOL contracts with an operator, all money that said operator loans to the SCHOOL, including facilities loans or cash flow assistance, shall be accounted for, documented, and bear interest at a fair market rate.

O. Management and Administration

1. The SCHOOL shall, from time to time, remove and appoint members of the Board of Directors in accordance with the SCHOOL's governing documents and consistent with the criteria established herein, or as otherwise agreed by the parties.
2. The administration and management of the SCHOOL shall be substantially as set forth in Exhibit 3 ("Management and Administrative Plan"), attached hereto and incorporated by reference herein, and in the Educational Plan.

3. The Board of Directors may employ teaching and nonteaching employees necessary to carry out its mission and fulfill its contractual obligations. The arrangements for providing health and other benefits to such employees are set forth in the Management and Administrative Plan.
4. Classroom teachers shall be certified/licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code, except that non-certified/non-licensed persons may teach up to twelve hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by either a teaching certificate/license or temporary or interim teaching certificate/license as issued by the Ohio Department of Education.
5. The SCHOOL shall comply with the procedures set forth in the Management and Administrative Plan for resolving disputes or differences of opinion between it and the SPONSOR.

P. Assessment and Accountability

1. The SPONSOR and the SCHOOL shall assess student achievement, and the evaluation of the SCHOOL's performance shall be based on the academic, operational, and governance standards and goals identified in the Educational Plan, and in Exhibit 4 ("Assessment and Accountability Plan"), which exhibit is attached hereto and incorporated by reference herein.
 2. The method of measurement that will be used by the SCHOOL to determine progress toward the academic goals shall include the statewide achievement assessments.
 3. The performance standards by which the success of the SCHOOL will be evaluated by the SPONSOR shall include, but not be limited to, the applicable report card measures set forth in Section 3302.03 or 3314.017 of the Ohio Revised Code.
 4. The Board of Directors shall submit a report of the SCHOOL's financial status and activities and progress in meeting academic goals and performance standards contained in the Educational Plan and the Assessment and Accountability Plan to the SPONSOR and to the parents of all students enrolled in the SCHOOL within four months after the end of each school year.
- Q. The SCHOOL may perform any of its other obligations hereunder directly or through subcontractors. Notwithstanding the foregoing, the SCHOOL shall not: (1) contract with an operator as defined in Section 3314.02(A)(8) of the Ohio Revised Code without the prior written consent of the SPONSOR; or (2) purchase goods or services from the SPONSOR except as otherwise permitted by Section 3314.46 of the Ohio Revised Code.
- R. The Board of Directors shall annually report all of the information required under Section 3314.08(B)(2) of the Ohio Revised Code.

- S. The SCHOOL shall participate in the statewide education management information system established under Section 3301.0714 of the Ohio Revised Code. All provisions of such statute and the rules adopted under such statute apply to the SCHOOL as if it were a school district, except as modified for community schools under Section 3314.17(B) of the Ohio Revised Code. The SCHOOL shall also comply with Section 3301.0723(C) of the Ohio Revised Code. The SCHOOL's Fiscal Officer shall be responsible for annually reporting the SCHOOL's data under Section 3301.0714 of the Ohio Revised Code. The SCHOOL shall not acquire, change, or update its student administration software package to manage and report data required to be reported to the Ohio Department of Education unless it converts to a student software package that is certified by the Ohio Department of Education.
- T. In accordance with Section 3314.037 of the Ohio Revised Code, the members of the Board of Directors, the SCHOOL's Fiscal Officer, Superintendent, and other administrative employees, and, if applicable, all individuals performing supervisory or administrative services for the SCHOOL under a contract with an operator of the SCHOOL, shall complete training on an annual basis on the public records and open meetings laws.
- U. In accordance with Section 3314.036 of the Ohio Revised Code, the Board of Directors shall employ an attorney, who shall be independent from the SPONSOR or, if applicable, the operator with which the SCHOOL has contracted, for any services related to the negotiation of the SCHOOL's contract with the SPONSOR or the SCHOOL's contract with the operator. If the Board of Directors contracts with an attorney, accountant, or entity specializing in audits, said attorney, accountant, or entity shall be independent from the operator with which the SCHOOL has contracted.
- V. In accordance with Section 3314.03(B) of the Ohio Revised Code, the SCHOOL shall submit to the SPONSOR a comprehensive plan for the SCHOOL, which shall specify: (1) the process by which the Board of Directors will be selected in the future; (2) the management and administration of the SCHOOL; (3) if the SCHOOL is a currently existing public school, alternative arrangements for current public school students who choose not to attend the SCHOOL and for teachers who choose not to teach in the SCHOOL after conversion; (4) the instructional program and educational philosophy of the SCHOOL; and (5) internal financial controls. When submitting such plan, the SCHOOL shall also submit copies of all policies and procedures regarding internal financial controls adopted by the Board of Directors.
- W. The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including applicable rules promulgated by the Ohio Department of Education.
- X. If the SCHOOL is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 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 Section 3317.141 and will comply with Section 3319.111 of the Ohio Revised Code as if it were a school district.

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

Article V. Responsibilities of the SPONSOR

- A. Throughout the Term, the SPONSOR shall support the SCHOOL's establishment and operation by converting to the SCHOOL's use certain resources previously utilized by the SPONSOR, including but not limited to portions of the SPONSOR's facilities, staff, equipment, instructional materials, curriculum, and educational strategy, as determined to be appropriate by the SPONSOR in the SPONSOR's sole discretion.
- B. The SPONSOR shall comply with the procedures set forth in the Management and Administrative Plan for resolving disputes or differences of opinion between it and the SCHOOL.
- C. As required by Section 3314.03(D) of the Ohio Revised Code, the SPONSOR shall do all of the following:
1. Monitor the SCHOOL's compliance with all laws applicable to the SCHOOL and with the terms of this Contract;
 2. Monitor and evaluate the academic and fiscal performance and the organization and operation of the SCHOOL on at least an annual basis;
 3. Report on an annual basis the results of the evaluation conducted under subparagraph (2) immediately above to the Ohio Department of Education and to the parents of students enrolled in the SCHOOL;
 4. Provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and terms of this Contract;
 5. Take steps to intervene in the SCHOOL's operation to correct problems in the SCHOOL's overall performance, declare the SCHOOL to be on probationary status pursuant to Section 3314.073 of the Ohio Revised Code, suspend the operation of the SCHOOL pursuant to Section 3314.072 of the Ohio Revised Code, or terminate this Contract pursuant to Section 3314.07 of the Ohio Revised Code as determined necessary by the SPONSOR;
 6. Have in place a plan of action to be undertaken in the event the SCHOOL experiences financial difficulties or closes prior to the end of a school year and consistent with the foregoing, the SPONSOR recognizes its obligation to oversee the SCHOOL's closure and shall adopt a policy specifying its plan such that closure

is timely, consistent with the law, and consistent with Ohio Department of Education's community school closure guidance and procedures; and

7. Perform such other duties as set forth in the agreement entered into with the Ohio Department of Education pursuant to Section 3314.015(B) of the Ohio Revised Code.
- D. A representative of the SPONSOR shall meet with the Board of Directors and/or the SCHOOL's Fiscal Officer and shall review the financial and enrollment records of the SCHOOL at least every month, as required by Section 3314.023 of the Ohio Revised Code. Not later than ten days after each review, the SPONSOR shall provide the Board of Directors and the SCHOOL's Fiscal Officer with a written report regarding the review. Copies of those financial and enrollment records shall be furnished to the SPONSOR, members of the Board of Directors, the SCHOOL's Fiscal Officer, and, if applicable, the SCHOOL's operator, on a monthly basis.
- E. As consideration for the SPONSOR sponsoring the SCHOOL, the Board of Directors shall pay to the SPONSOR a sponsorship fee equal to three percent (3%) of the total state foundation payment, based upon student enrollment, received by the SCHOOL. The total state foundation payment is defined under the applicable regulations promulgated by the Ohio Department of Education in accordance with applicable provisions of Ohio law. For purposes of calculating the sponsorship fee, payments to the SPONSOR for services, supplies, staff, or facilities provided to the SCHOOL shall not be included. The SCHOOL's Fiscal Officer shall transfer the sponsorship fee from the SCHOOL's account to the SPONSOR's general fund, or another fund designated by the SPONSOR, on or before the fifteenth day of each month. In the event that the Ohio Department of Education subsequently determines that the SCHOOL received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the SPONSOR shall promptly refund the SCHOOL the amount of the sponsorship fee overpayment. Likewise, in the event that the Ohio Department of Education subsequently determines that the SCHOOL received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Board of Directors shall promptly pay the SPONSOR the amount of the sponsorship fee underpayment.

Article VI. Renewal of Contract

- A. This Contract may be non-renewed pursuant to Section 3314.07 of the Ohio Revised Code. Good cause, as set forth in Section 3314.07 of the Ohio Revised Code, shall include, but not be limited to, the SPONSOR determining that it no longer desires to sponsor the SCHOOL and/or the SPONSOR determining that its mission does not support sponsoring the SCHOOL.
- B. Provided this Contract has not been terminated or non-renewed by the SPONSOR and provided that the SCHOOL desires renewal, the SCHOOL must apply for renewal by November 30th of the year preceding the expiration of this Contract. The SPONSOR shall decide whether to grant said renewal based upon the SCHOOL's satisfactory compliance

with applicable laws and terms of this Contract and the SCHOOL's progress in meeting the academic goals prescribed herein as determined by the procedure specified below.

1. The SPONSOR shall conduct a High Stakes Review of the SCHOOL as described in Exhibit 5 ("High Stakes Review").
2. The SPONSOR shall provide a cumulative report summarizing the results of the High Stakes Review.
3. By January 15th of the year of the expiration of this Contract, the SPONSOR shall provide written notice of its intent to non-renew this Contract. If the SPONSOR decides to non-renew this Contract it shall provide written notice which shall include (1) reasons for the proposed action, (2) the effective date of the non-renewal, and (3) a statement that the SCHOOL may, within fourteen (14) calendar days of receipt of the notice, request in writing an informal hearing before the SPONSOR. The informal hearing, if requested, shall be held within fourteen (14) calendar days after the request for an informal hearing is received. Not later than fourteen (14) calendar days after the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to non-renew this Contract.
4. If the SPONSOR decides to grant renewal, the Parties shall negotiate the terms of a renewal sponsorship contract.

Article VII. Quality Practices

- A. The SCHOOL shall report in writing to the Superintendent of the SPONSOR any event or occurrence, of which the SCHOOL is aware and has reason to believe may have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the SCHOOL.
- B. The SPONSOR shall be allowed to observe the SCHOOL in operation at site visits and shall have open access for such visits.
 1. The SPONSOR shall provide prior notice of such visits and shall not disrupt testing or the educational process or programming of the SCHOOL.
 2. The parties acknowledge that the site visits require input from stakeholders and agree to make Board members, administrators, teachers, students, parents and/or staff of the operator, if any, available at mutually agreeable times.
 3. Following each site visit, the SPONSOR shall provide a written report that includes: (a) information collected; (b) areas of strength, and (c) areas needing improvement. The School shall provide updates for the SPONSOR's review pertaining to any area needing improvement.

- C. The SCHOOL agrees to meet with the SPONSOR at least annually to review terms and requirements of this Contract to ensure the Contract is consistent with changes in state and/or federal law.
- D. The SCHOOL agrees to meet with the SPONSOR at least annually to discuss performance on the academic performance measures. The meeting will be used to determine whether the parties need to modify the performance measures.

Article VIII Miscellaneous Provisions

- A. The SPONSOR and the SCHOOL shall at all times collaborate in their performance of their respective obligations hereunder and may periodically modify, as mutually agreed by them and as permitted by law, the allocation of responsibilities and funding as between them. The SPONSOR and the SCHOOL shall additionally collaborate to develop and modify, as mutually agreed by them and permitted by law, the SCHOOL's educational program, financial protocols, governance and administrative structures, and assessment and accountability criteria and procedures, as well as any other aspect of the SCHOOL's operations.
- B. The parties agree that this Contract incorporates, as of the date it is first adopted by the parties, any additions or modifications subsequently requested by the Office of Community Schools (or other authority of the State of Ohio) and agreed to by the parties in writing.
- C. Pursuant to Section 3314.03(A)(20) of the Ohio Revised Code, the parties recognize the authority of the Ohio Department of Education to take over the sponsorship of the SCHOOL in accordance with the provisions of Section 3314.015 of the Ohio Revised Code. Pursuant to Section 3314.03(A)(21) of the Ohio Revised Code, the parties recognize the authority of the SPONSOR to assume the operation of the SCHOOL under the conditions specified in Section 3314.073 of the Ohio Revised Code.
- D. In the event that the SCHOOL permanently closes and ceases its operation as a community school, any remaining assets of the SCHOOL shall be distributed in accordance with Section 3314.074 of the Ohio Revised Code and the SCHOOL's Articles of Incorporation.
- E. Pursuant to Section 3314.03(A)(22) of the Ohio Revised Code, the parties recognize: (a) the authority of public health and safety officials to inspect the facilities of the SCHOOL and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations; and (b) the authority of the Ohio Department of Education as the community school oversight body to suspend the operation of the SCHOOL under Section 3314.072 of the Ohio Revised Code if the Department has evidence of conditions or violations of law at the SCHOOL that pose an imminent danger to the health and safety of the SCHOOL's students and employees and the SPONSOR refuses to take such action.
- F. If the SCHOOL fails to open for operation within one year after the Contract is adopted pursuant to division (D) of Section 3314.02 of the Ohio Revised Code or permanently closes prior to the expiration of the Contract, the Contract shall be void and the SCHOOL

shall not enter into a contract with any other sponsor. The SCHOOL shall not be considered permanently closed because the operations of the SCHOOL have been suspended pursuant to section 3314.072 of the Revised Code.

- G. This Contract shall be governed and interpreted according to the laws of the State of Ohio.
- H. This Contract creates no third-party beneficiaries.
- I. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party without prior written consent of the other party, except that the parties may, by agreement, reallocate between them such rights, duties and obligations. Except as otherwise provided hereunder with respect to the SCHOOL's acquisition of services from an operator, the parties may subcontract any of their respective duties or obligations hereunder.
- J. This Contract constitutes the entire agreement among the parties and any modifications of this Contract must be made and agreed to in writing.

SPONSOR

COMMUNITY SCHOOL

ON BEHALF OF THE
NEW PHILADELPHIA
CITY SCHOOL DISTRICT
BOARD OF EDUCATION

ON BEHALF OF THE
QUAKER DIGITAL ACADEMY
GOVERNING AUTHORITY

By: *David J. Frantz*

By: *Karen A. Sterling*

Print Name: DAVID J FRANTZ

Print Name: Karen A Sterling

Title: Board President X

Title: Board President ✓

Date: 1/26/2022

Date: 2/2/22

EXHIBIT 1:

Educational Plan

for the

QUAKER DIGITAL ACADEMY

A CONVERSION COMMUNITY SCHOOL

Brief Overview

The Quaker Digital Academy ("SCHOOL") is an innovative school that is a cooperative effort between the SCHOOL and the New Philadelphia City School District Board of Education ("SPONSOR"). The SCHOOL uses technology and other strategies to reach a diverse student population. The SCHOOL is designed for students who have a desire for, and whose education can be optimized by, a program of online instruction in an independent environment that does not include most ancillary components of a more traditional education. Because the focus is on distance learning, the ability of students to learn independently in their own homes using an online educational program is an essential element of the SCHOOL'S program. This population includes, but is not limited to, former home schooled students, children with special physical and mental needs, students removed from the regular classroom for discipline concerns, students who need an alternative to the traditional classroom for various reasons (including religious reasons), transient students, and students who desire a specific course not currently offered but available through online instruction, (for example, certain AP courses). The SCHOOL expects to offer flexible scheduling and a team approach that includes collaboration with parents. Multiple assessments will be used to determine student needs and measure progress.

The SCHOOL provides a unique opportunity to attract and serve certain students who may be currently functioning outside the regular public school setting and who may benefit from the more fully-rounded educational experience which can be achieved through a combination of online and traditional school settings.

Mission

The mission for the SCHOOL is as follows:

Our mission is to enhance and facilitate student learning by combining state-of-the-art digital curriculum and instruction with access to local school resources that complement that instruction and prepare students to become lifelong learners and productive citizens.

Educational Philosophy and Beliefs

Educational Philosophy: The SCHOOL operates on the belief that the target student population can best be served through educational offerings that are home-based or that include traditional and non-traditional experiences that are selected on the basis of each particular student's educational needs and interests and the student's past experiences and levels of academic achievement. Thus, the SCHOOL strives to take students at their current academic levels, build

upon that foundation, and increase achievement at developmentally appropriate rates and levels. The SCHOOL does this with the assistance of technology and competent instructors. The ultimate goal is to provide applicable skills that will allow students to be lifelong learners and intelligent decision-makers. Another important factor woven into the SCHOOL is the belief that effective education is a cooperative venture between the students, teachers, support staff, and the primary caregivers. Furthermore, in many instances the SPONSOR, community organizations, and social services can provide valuable support. In short, a teaming process is critical to the success of this program. The educational offerings of the SCHOOL are refined and augmented on an ongoing basis.

Beliefs: Our core beliefs are succinctly stated as follows:

- The efficient delivery of educational services and resources is critical to our mission.
- Ongoing planning, assessment, and evaluation drive a growing, dynamic organization and provide for the effective use of resources.
- Empowering the learning community through technology is a vital necessity. Sound educational decisions are driven by accurate data.
- A well-trained and talented staff that continually upgrades its skills is a requirement for a successful organization.
- Using systemic processes coupled with creative approaches will foster rich educational experiences at reasonable operational costs.
- A spirit of teamwork and cooperation within the organization and with the SPONSOR, our educational partner, must be encouraged and nurtured.

Ages and Grades of Students

The SCHOOL is a general population school serving students aged 5 to 22 in grades kindergarten through twelve. Pursuant to Section 3314.03 of the Ohio Revised Code, the SCHOOL is a conversion community school, utilizing certain resources converted to the SCHOOL's use by the SPONSOR, including but not limited to portions of the SPONSOR's facilities, staff, equipment, instructional materials, curriculum, and educational strategy, as determined to be appropriate by the SPONSOR, in the SPONSOR's sole discretion. The SCHOOL uses distance learning technology to deliver instruction via computers to students, either in their homes or in group learning environments. Certain other educational, co-curricular, and extracurricular activities may also be provided in cooperation with the SPONSOR. Although the SCHOOL cannot exercise control over the home environments in which instruction is received, it takes reasonable steps to ensure compliance with health and safety standards deemed available to its students and within the SCHOOL's control. Because the SCHOOL is not expected to displace in its entirety any existing program of the SPONSOR, no alternative arrangements are required for current public school students who choose not to attend the school or for current teachers in the SPONSOR district.

Why the SCHOOL: Due to recent advances in technology and online delivery, the online or digital school is now feasible. The ability to transmit quickly large documents; conduct and host online chats and news groups; provide parent and student support groups; and deliver video streamed information are all factors that support a digital school. Students growing up today, because of the amount of time spent before a television and the constant media blitz, learn differently than students of twenty years ago. Using the computer, with all its "bells and whistles," to deliver the curriculum more closely aligns to current student social encoding.

Home connectivity and the twenty-four hour availability of curriculum also affect classroom instruction positively. It addresses the destructive effects of high student mobility by providing consistent curriculum programming regardless of where within the state the student might live. The ability to maintain some level of educational continuity for high mobility students is a key element in the strategy to improve student achievement.

Characteristics of Students (Profile)

Need: Research shows that there are currently large numbers of home-schooled students at all grade levels. There are also large numbers of students who are not attending school for various other reasons. Other students will drop out as soon as they are permitted. Finally, there are large numbers who are insufficiently challenged or otherwise do not function well in the traditional classroom environment. The SCHOOL provides an important alternative for these students.

Who is the SCHOOL designed to serve? The SCHOOL is designed for students who have a desire for, and whose education can be optimized by, a program of instruction in an independent environment that does not include most ancillary components of a more traditional education. Because the focus is on distance learning, the ability of students to learn independently in their own homes using an online educational program is an essential element of the SCHOOL'S program.

In particular, the SCHOOL has been designed to serve the following categories of students:

- Students who are performing at or above grade level but who seek a more challenging curriculum and, in particular, who wish to capitalize upon the enrichment potential of individually-paced and independently-completed online instruction.
- Students who are performing below grade level and who wish to focus their education exclusively on an independent online course of study, starting at the student's current skill and knowledge level and building forward at a pace determined by the student in collaboration with online instructors.
- Students who have been removed from school for disciplinary reasons but who are committed to and capable of regaining their focus on academic pursuits in the independent and solitary context of online instruction delivered in their homes.

- Students who have been home-schooled in the past but who desire the comprehensive, formal, and standards-based online curriculum available through enrollment in the SCHOOL.
- Students who are transient and seek the stability of a portable online educational program that does not depend upon any particular physical school facility.
- The SCHOOL is classified as a dropout prevention and recovery school pursuant to Section 3314.36 of the Ohio Revised Code and Section 3301-102-10(A) of the Ohio Administrative Code and thus primarily enrolls students that: (a) are at least one grade level behind their cohort age groups; (b) experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs; and/or (c) dropped out of high school or are at risk of dropping out of high school due to poor attendance, disciplinary problems, or suspensions.

The following are essential preconditions for a student's enrollment and successful participation in the SCHOOL:

- At all times when the student is engaged in the SCHOOL's program of study, the student's home environment must include, at the parent/guardian's cost, adult supervision of such a nature as to ensure the student's safe and responsible participation in the program.
 - * When applying for enrollment to the SCHOOL, students and parents/guardians are required to submit a signed statement that this condition will be met throughout the period of the student's enrollment. Alternatively, the requirement of adult presence in the home may be waived upon the written request of and assumption of liability by, the student and the student's parent guardian. The latter will require a representation by the student, and the student's parent/guardian, that the student is sufficiently mature and responsible to justify a waiver of the adult supervision requirement.
- The student must be desirous of, and committed to, an education that is primarily delivered online and which lacks, or provides only minimal opportunities for, such components of a conventional school as peer socialization, face-to-face interaction with instructors and other staff, musical and dramatic performance opportunities, hands-on learning experiences, and school-provided athletic and other physical activities, among others.

NOTE: This Exhibit describes the student population currently targeted by the SCHOOL. However, the SCHOOL and the SPONSOR may from time to time modify the characteristics of the target population in response to the evolving educational program of the SCHOOL, the perceived needs and interests of the students, or other factors. Such modifications require revision of the Successor Contract.

Five-year Enrollment Projections:

GRADE	AGE	2022-23	2023-24	2024-25	2025-26	2026-27
2K	5 yrs.	8	8	10	10	15
1	6 yrs.	3	5	16	16	16
2	7 yrs.	7	4	15	15	15
3	8 yrs.	11	10	10	10	15
4	9 yrs.	13	13	13	13	15
5	10 yrs.	10	10	20	20	25
6	11 yrs.	15	25	25	25	25
7	12 yrs.	42	19	19	19	19
8	13 yrs.	45	45	50	50	75
9	14 yrs.	90	95	108	108	108
10	15 yrs.	97	97	100	142	155
11	16 yrs.	105	125	135	158	168
	17 -22					
12	yrs	105	150	155	160	165
Total Year ADM		551	606	676	746	816

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

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

Focus of the Curriculum; Educational Program

The SCHOOL's curriculum and instruction are deliverable online and/or through independent study at home. The curriculum and instruction are tied to State standards that are in compliance with criteria for student participation established by the Ohio Department of Education. The SCHOOL may use either internet or non-internet systems to deliver the curriculum. There may also be opportunities to translate online work to real life situations. In addition, students are offered the opportunity to participate in non-classroom learning opportunities which include, but are not limited to, flex credit, field trips (both virtual and real), and live and virtual tutoring. Objectives are written so they can be assessed online. The goal is to identify current individual levels of academic achievement and move forward from that point, recognizing individual learning styles. The curriculum provides basic and applied skills appropriate to that particular discipline. These skills are delivered via distance learning technology. The curriculum development process and the training of teachers in the delivery of online instruction are ongoing.

Since our students participate in the State's achievement testing program, and any other standards and/or assessments required by law, our curriculum core follows the goals and objectives of the State of Ohio.

The SCHOOL's educational program is tied to State standards. The SCHOOL's goal is to identify current individual levels of academic achievement and move students forward from this point, recognizing individual learning styles. The curriculum develops basic and applied skills appropriate to the particular discipline. Since students participate in the State's program of achievement and diagnostic testing, the curriculum core follows the goals and objectives of the State-approved academic content standards (or such future content standards as mandated by the State). The learning opportunities provided to any given student are customized from among those offered by the SCHOOL in order to serve the individual student's needs. The curriculum development process and the training of teachers in the delivery of instruction through innovative means are ongoing.

Each enrolled student has the opportunity to meet with teachers, in person or virtually, at least twice yearly. Such meetings are conducted at a facility of the SPONSOR, within the student's home, or in other appropriate settings as arranged by the SCHOOL.

NOTE: This Exhibit describes the current focus of the curriculum and the nature of the learning opportunities that are currently provided by the SCHOOL. However, both the SPONSOR and the SCHOOL intend that the learning opportunities evolve on an ongoing basis in response to the perceived needs of the SCHOOL's students (and potential students), interest within the community served by the SCHOOL, educational research, and for other appropriate reasons. Such modifications require revision of the Successor Contract.

Calendar and Schedule

The SCHOOL provides a minimum of 920 hours of instruction for the academic year in compliance with Section 3314.03 (A)(11)(a) of the Ohio Revised Code.

Because the SCHOOL is an online school and students are linked to the curriculum continuously, the school is open 24 hours a day, 7 days a week during the school year. Teachers maintain a minimum of 5 hours per day conference time during their contractual days.

Academic Year

The Academic Year begins July 1 of each year and ends on June 30 of the following year. Each Academic Year commences with a period of training, orientation, and similar preparatory activities appropriate to the educational program of each particular student. The date on which students commence curricular activities each year shall be determined by the SCHOOL.

The SCHOOL will open for operation not later than the thirtieth day of September each school year, unless the mission of the SCHOOL is solely to serve dropouts.

School Dismissal Procedures

The SCHOOL follows the holiday dismissal schedule of the SPONSOR.

For fire drills or other emergencies, the SCHOOL has adopted, or will adopt, and implement the dismissal procedures of the SPONSOR applicable to the SPONSOR facilities used by the SCHOOL.

Admission

Application/Enrollment Process: Admission to the SCHOOL is in accordance with the procedures delineated in Ohio Revised Code section 3314.06. The number of students accepted for enrollment by the SCHOOL shall not exceed the capacity of the SCHOOL's programs, classes, grade levels, or facilities.

It is anticipated that the SCHOOL will enroll a maximum of approximately 1000 students, except that, subject to the approval of the SPONSOR, the SCHOOL may raise or lower this cap based upon the SCHOOL's and SPONSOR's joint assessment of the SCHOOL's actual capacity.

The deadline for receipt of applications shall annually be established by the SCHOOL and may be publicized through such media as the SCHOOL's web site, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the SCHOOL, qualified students shall be admitted by lot, except that preference shall be given to qualified applicants who attended the SCHOOL in the preceding year, and may be given to qualified applicants who have siblings that attended the SCHOOL in the preceding year. Qualified applicants whose applications are received after the deadline, including midterm applicants, may be admitted so long as their admission does not cause the SCHOOL to exceed the capacity of its programs, classes, grade levels, or facilities.

Records Transfer: Once a child is accepted as a student of the SCHOOL, the parent is asked to notify the home school district of the transfer, and a formal notification is sent to the student's previous school informing it of the enrollment and requesting the student's records.

Student Roles and Responsibilities

Students are expected to adhere to behaviors and policies appropriate to a well-functioning democratic society. A Student Handbook has been developed, or will be developed, that outlines and defines the rules and regulations for student behavior, as well as the rights and responsibilities of the students, the parents, the staff, and the SCHOOL.

Student Withdrawal Procedures

The Board of Directors has adopted, or shall adopt, an attendance policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. Unless otherwise determined by the SCHOOL, students are presumed to be excused from participation in excess of five hours per weekday and are excused from participation on weekends and holidays

Suspension, Expulsion, Removal, or Permanent Exclusion of Students

The SCHOOL will comply with Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code concerning suspension, expulsion, removal, or permanent exclusion of students. The SCHOOL'S policies and procedures concerning such actions respect applicable rights of due process and are delineated in a Student Handbook that has been developed or will be developed.

Fees: There is no tuition charged for enrollment. However, as permitted by law, reasonable fees may be assessed by the SCHOOL for specific courses, for such items as books, supplies, and equipment, and for special curricular, co-curricular, or extra-curricular activities. The SCHOOL may also assess fees for a student's failure to return equipment or supplies as required by the SCHOOL, or for the loss or destruction of, or damage to, the SCHOOL's equipment or supplies. The payment of fees may be enforced by the withholding of a student's grades and credits.

EXHIBIT 2: Financial Plan

for the QUAKER DIGITAL ACADEMY *A CONVERSION COMMUNITY SCHOOL*

School Budget

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

Funding: The SCHOOL's operational budget is primarily funded through ADM funding and related funding provided by the state pursuant to Section 3314.08 of the Ohio Revised Code. The SCHOOL's base formula amount shall for each year be the maximum formula amount as defined under Section 3317.02 of the Ohio Revised Code, with no percentage or other reduction in any subsidy or other funding the SCHOOL is eligible to receive.

Audits, Financial Records: The SCHOOL follows operating procedures recommended by the State Auditor, including those related to the presentation, review, discussion, and approval or rejection of a line item budget and regular reports of current and encumbered expenses. Regular audits will occur by the Auditor of State. SCHOOL financial records will conform to accounting principles as required by the Auditor of State and all other appropriate guidelines established by the Auditor of State.

Assumptions Narrative Summary

The only debt held by QDA is due to the clawback.

Fiscal Year 2021-2022 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ 1,327,900.04	\$ 331,974.96	\$ -	\$ 995,925.08	ODE
Loan A - PPP Loan	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 1,327,900.04	\$ 331,974.96	\$ -	\$ 995,925.08	

STATE FOUNDATION:

The enrollment is projected to increase slightly between fiscal year 2022 and 2026. The estimated increase was calculated using the annual amount per student times the corresponding (FTE evaluation) increase in enrollment. The calculations are as follows:

	FY21	FY22	FY23	FY24	FY25	FY26
Prior Year total Foundation (A)	\$ 3,102,879	\$ 3,064,176	\$ 3,354,026	\$ 3,649,146	\$ 3,938,996	\$ 4,307,896
Revenue Per Student	\$ 6,200	\$ 6,200	\$ 6,200	\$ 6,200	\$ 6,200	\$ 6,200
FTE percentage	85%	85%	85%	85%	85%	85%
Projected Increase in revenue for each student	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270
Projected increase year-over-year per student - Actual Attended	-14	55	56	55	70	70
Expectation of Increase in revenue (B)	\$ (73,780)	\$ 289,850	\$ 295,120	\$ 289,850	\$ 368,900	\$ 368,900
Foundation Revenue Posted to 3110	\$ 3,029,099	\$ 3,354,026	\$ 3,649,146	\$ 3,938,996	\$ 4,307,896	\$ 4,676,796
ODE Community School Pilot Program	\$ 170,603	\$ 243,378	\$ -	\$ -	\$ -	\$ -
Posted to Purchased Services (479):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY16 FTE Adjustment (Total \$1,991,849.76)	\$ (331,975)	\$ (331,975)	\$ (331,975)	\$ (331,975)	\$ (331,975)	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ (331,975)	\$ (331,975)	\$ (331,975)	\$ (331,975)	\$ (331,975)	\$ -
Net Foundation	\$ 2,697,124	\$ 3,265,429	\$ 3,317,171	\$ 3,607,021	\$ 3,975,921	\$ 4,676,796

CHARGES FOR SERVICES:

Charges for Services consist of Tuition related fees. These fees vary based on the needs of the students.

SALARIES AND WAGES:

Payroll increased by approximately 2% for fiscal year 2021 and projected to increase by 2% in 2022. From 2023 to 2025, the increase is calculated at 1.75% each year. The District is still in the process of repayment of the payroll to ODE for the clawback.

As noted in the Budget, Administration is not hired by grade level. They are hired based on need; 22 administrators manage the entire entity. There are 8 positions listed in the other category including computer recovery and custodial.

EMPLOYEE RETIREMENT AND INSURANCE:

There were be no increases in health insurance for FY22. Future years are calculated at an estimated 8% increase.

	FY22	FY23	FY24	FY25	FY26
Salaries	\$ 2,070,103	\$ 2,106,330	\$ 2,143,191	\$ 2,180,696	\$ 2,218,859
Benefits @ 16% of salaries	\$ 331,216.48	\$ 337,012.77	\$ 342,910.49	\$ 348,911.43	\$ 355,017.38
Pickup on CEO	\$ 19,129.00	\$ 19,673.70	\$ 20,234.40	\$ 20,639.10	\$ 21,051.90
Annual Health Insurance	\$ 362,300.00	\$ 372,300.00	\$ 402,084.00	\$ 434,250.72	\$ 468,990.78
Annual Life Insurance	\$ 2,500.00	\$ 1,636.32	\$ 1,636.32	\$ 1,636.32	\$ 1,636.32
Total Estimated Benefits:	\$ 715,145.48	\$ 730,622.79	\$ 766,865.21	\$ 805,437.57	\$ 846,696.37

PURCHASED SERVICES:

The FY21 actual amount is used to project throughout the forecast. Also, Audit Fees are listed in the USAS Manual under the 800 Object code. They are not included in purchased services. Based on the USAS code provided on the Community School Statement of Settlement Report, the FTE Settlement adjustments for FY16 are posted to Object Code 479 in Purchased Services causing the increase in Purchased Service expenditures.

The HVAC was installed in FY21. Washington Group will provide a rental credit of up to \$50,000 which is allocated to FY22. Also, the Berlin office will be closed in June 2021.

During 2021, 2022, and 2023, we have planned expenditures in Purchased Services to enhance our Curriculum due to the ESSER funding the District will receive. The increase in Consulting includes those expenditures.

SUPPLIES AND MATERIALS:

Supplies and materials are projected to remain constant throughout fiscal year 2022 to 2026 at approximately \$65,000 per year.

CAPITAL OUTLAY:

All equipment costs are shown under the 600 expense code. The Capital Outlay is expected to remain constant for FY22 to FY26. The HVAC was negotiated with the Washington Group. The HVAC is included in this forecast in FY21. Washington Group will give a rental credit beginning in January of 2021 for the payment made up to \$50,000.

Enrollment Projections

Estimated Student Enrollment:

FY 2022	551
FY 2023	606
FY 2024	676
FY 2025	746
FY 2026	816

Annual Estimated Expenditures per student: \$6,289.00 per pupil.

EXHIBIT 3:
Governance and Administrative Plan
for the
QUAKER DIGITAL ACADEMY
A CONVERSION COMMUNITY SCHOOL

Public Benefit Corporation

As required by Section 3314.03 of the Ohio Revised Code, the Quaker Digital Academy ("SCHOOL") is organized as a public benefit corporation established under Chapter 1702 of the Ohio Revised Code.

Governing Authority

The governing authority of the SCHOOL shall be the Quaker Digital Academy Board of Directors ("Board of Directors"). The Board of Directors shall be responsible for:

- helping create, approve, and monitor the SCHOOL's annual budget
- developing policies to guide the operation of the SCHOOL
- securing funding for the SCHOOL
- maintaining a commitment to the vision, mission, and belief statements of the SCHOOL and the children it serves.
- carrying out the provisions of the Successor Contract.

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

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

Fiscal Officer: The Board of Directors shall acquire the services of a qualified Fiscal Officer. SPONSOR may serve as the fiscal agent of the SCHOOL on such terms as are agreed by the SCHOOL and the SPONSOR, in which case SPONSOR shall provide the services of a qualified individual who, as an employee or contractor of SPONSOR, shall serve as the SCHOOL's Fiscal Officer. In the event that the person designated by SPONSOR to provide such services is also

SPONSOR's Treasurer or other employee, such individual shall serve the SCHOOL in his/her official capacity as SPONSOR'S Treasurer or other employee, for the purpose of representing SPONSOR's interests.

School Management: The SCHOOL's Executive Director, is the chief operating officer of the SCHOOL, with primary responsibility for day-to-day operations of the SCHOOL. The Executive Director oversees and coordinates the daily operation and management of the SCHOOL. The Executive Director also serves as a liaison between the SCHOOL and the SPONSOR, as well as between the SCHOOL and its contractors.

Employees

As a conversion community school, all teaching employees, if any, of the SCHOOL who were previously members of a recognized bargaining unit of the SPONSOR will remain members of that unit and will be entitled to all the rights, compensation, and benefits thereunder. New teaching employees of the SCHOOL who were not previously members of a recognized bargaining unit of the SPONSOR shall likewise become members of the appropriate bargaining unit of the SPONSOR and shall be entitled to all rights, compensation, and benefits thereunder.

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

Employee Health and Other Benefits Employees who are members of a SPONSOR bargaining unit shall receive the applicable benefit package. Unless otherwise approved by the SPONSOR, the SCHOOL endeavors to offer other employees the same benefit package as comparable employees of the SPONSOR, participating in the benefit programs of the SPONSOR to the extent reasonably possible.

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

Disposition Of Employees If Successor Contract is Terminated or Not Renewed In the event that this Successor Contract is terminated or not renewed pursuant to Section 3314.07 of the Ohio Revised Code, the SCHOOL shall have no further contractual obligation to employees, except as may otherwise be provided in the individual contract of employment. The SPONSOR shall reemploy its former employees who are within the three-year leave of absence period prescribed by Section 3314.10 of the Ohio Revised Code in accordance with the SPONSOR's policy concerning the same. Otherwise, reasonable efforts will be made to out-place the SCHOOL's employees. However, nothing in this paragraph shall be construed as creating an expectancy of continued employment by the SCHOOL or the SPONSOR.

Teacher Qualifications All teachers are certified/licensed as required by law. In instances where temporarily certified/licensed teachers are used, those individuals must work toward appropriate certification in order to continue teaching at the SCHOOL. Teachers are sought who have an interest in, and have the skills needed to, serve the particular needs of the target student

population. Teachers must also have, or be willing to acquire, skills related to the educational program of the SCHOOL, including those related to specialized technologies employed in the educational program.

In the Event of Financial Difficulty or School Closure

In the event that the SCHOOL experiences financial difficulties that threaten the continued operation of the SCHOOL, the SCHOOL and SPONSOR shall seek collaborative strategies for remedying such difficulties. If the parties are unable to agree on such strategies or if the strategies fail to alleviate the problems within a ninety day period, the SPONSOR may intervene in the operations of the SCHOOL and may require the SCHOOL to reduce expenses and/or increase revenues through actions which may include but need not be limited to the following: joint operation and staffing of the SCHOOL by the SCHOOL and SPONSOR on a temporary or long-term basis, limitation or expansion of enrollment, modification of the SCHOOL's mission, changes in the ages or grade levels served by the SCHOOL, changes in the focus of the curriculum or range of educational offerings, and assignment of students for a portion or all of the school day to classes operated by the SPONSOR, among other actions. At its discretion and as permitted by law, the SPONSOR may grant or loan funds and other resources to the SCHOOL. Other resources within the community and elsewhere shall also be sought, and an educational foundation may be established. If the financial difficulties are not resolved to the satisfaction of both parties through collaborative efforts or otherwise, or if the SCHOOL anticipates closure or actually closes prior to the end of a school year for any reason, the SCHOOL and SPONSOR shall, to the extent applicable, comply with procedures adopted by the Ohio Department of Education pursuant to Section 3314.015(E) of the Ohio Revised Code; they shall assist in the transition of employees as provided herein; and the professional staff of SPONSOR shall assist the students of the SCHOOL in transitioning to the schools of the SPONSOR or, alternatively, in identifying and transitioning to other schools. The parties shall cooperate to ease the transition of, and minimize any adverse effects upon, the students and employees of the SCHOOL.

Resolution of Disputes Between the SCHOOL and the SPONSOR

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

EXHIBIT 4:

Assessment and Accountability Plan

for the

QUAKER DIGITAL ACADEMY

A CONVERSION COMMUNITY SCHOOL

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

Academic Objectives

Assessment System

The SCHOOL shall use traditional assessment tools to determine achievement levels of individual students, independent of conventional grade-level designations. The goal is to advance each individual student to higher levels of performance in each subject area. State achievement and diagnostic tests are administered, and off-year assessment may be conducted through use of other standardized tests. Other assessment tools are utilized in order to facilitate interventions, and modifications of instruction that will enhance the success of the students. The administrative team monitors the instructional process so that appropriate modifications occur.

Achievement and Diagnostic Test Administration Schedule

Mandated statewide achievement and diagnostic tests are administered according to dates established by the Ohio Department of Education. Off year testing may occur in the spring of the year according to dates established by the testing company being used.

Other Academic Indicators

Baseline data are obtained on entering students' academic achievement and progress is charted. This data are critical to monitoring student progress and identifying appropriate instructional changes.

Reading and Mathematics Assessments

If, and as required by Section 3314.35 of the Ohio Revised Code, the SCHOOL administers reading and mathematic assessments as described therein.

Exit Goals

Students, unless exempted by law, participate in all levels of proficiency testing. The SCHOOL expects its students to be competent in basic skills, to be able to apply them to real life situations, to be intelligent decision makers, and ultimately, to be contributing members of society.

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

Graduates should:

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

Graduation Requirements: In order to graduate, students must have completed a minimum of 20 units of instruction and must meet all graduation requirements imposed by law.

The following course work must also be completed:

English	4 units
Math	4 units (1 unit Algebra II or Equivalent)
Science	3 units
Social Studies	3 units with ½ unit of U.S. History and ½ unit of U.S Government
Physical Ed	1/2 unit
Health	1/2 unit
Electives	5 units
Other requirements	
Economic and Financial Literacy	
Fine Arts	

To the extent applicable, the SCHOOL shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that 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 Board of Directors rather than the curriculum specified in Title XXXIII of the Ohio Revised

Code or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in Section 3313.603(C) of the Ohio Revised Code, unless the person qualifies under Section 3313.603(D) or (F) of the Ohio Revised Code. 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 the seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under Section 3313.603(J)(1) and (2) of the Ohio Revised Code. 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 Section 3313.603(J)(3) of the Ohio Revised Code.

Subject to the approval of the SPONSOR, the SCHOOL may from time to time augment the requirements for graduation.

Academic Performance

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

For purposes of renewal, the SCHOOL will meet minimum academic expectations for renewal if it Achieves Standards in Primary Measures. The SCHOOL Achieves Standards in Primary Measures if the SCHOOL “meets standards” or “exceeds standards” for at least half of the Primary Measures in the Term.

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

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

Primary Measures				
Primary Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Graduation Rate (Combined).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (4 year).	36% and above.	8.0-35.9%.	2.5-7.9%.	2.49% and below.
Graduation Rate (5 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (6 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (7 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (8 year).	40% and above.	12-39.9%.	2.5-11.9%.	2.49% and below.
Graduation Rate (Combined) vs. Similar Schools ¹ .	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1 th - 60 th percentile in graduation rate.	Ranked in the top 60.1 th – 80 th percentile in graduation rate.	Ranked in the bottom 20 th percentile (80 th -100 th percentile).

¹ Similar Schools shall be defined as all community schools designated by the Ohio Department of Education as dropout prevention and recovery schools.

Secondary Measures				
Secondary Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Achievement (High School Test Passage Rate).	50% and higher.	32-49.9%.	25-31.9%.	24.9% and below.
Gap Closing (Annual Measurable Objectives).	Exceeds standards on state report card.	Meets standards on state report card.	Does not meet standards on state report card.	N/A
Progress.	Exceeds standards on state report card.	Meets standards on state report card.	Does not meet standards on state report card.	N/A
Overall School Rating.	Exceeds standards on state report card.	Meets standards on state report card.	Does not meet standards on state report card.	N/A/
Graduation Rate (4 year) vs. Similar Schools.	Ranked in the top 40%.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 59.9-80%.	Ranked 80.1% - 100%.
Graduation Rate (5 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80th-100 th percentile).
Graduation Rate (6 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80th-100 th percentile).
Graduation Rate (7 year) vs. Similar Schools.	Ranked in the top 40 th percentile in graduation rate.	Ranked in the top 40.1th - 60 th percentile in graduation rate.	Ranked in the top 60.1 - 80% percentile in graduation rate.	Ranked in the bottom 20 th percentile (80th-100 th percentile).

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

Secondary Measures – Mission Specific

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

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

Secondary Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Mission Specific: Students develop good work habits such as being responsible, on time, & disciplined.	More than 50% of students “agree” or “strongly agree” with this statement.	45-50% of students “agree” or “strongly agree” with this statement.	40-44.9% of students “agree” or “strongly agree” with this statement.	Less than 40% of students “agree” or “strongly agree” with this statement.
Mission Specific: Students develop values of hard work, honesty, and tolerance of others.	More than 50% of students “agree” or “strongly agree” with this statement.	45-50% of students “agree” or “strongly agree” with this statement.	40-44.9% of students “agree” or “strongly agree” with this statement.	Less than 40% of students “agree” or “strongly agree” with this statement.
Mission Specific: Students use technology to find, organize, and present information.	More than 50% of students “agree” or “strongly agree” with this statement.	45-50% of students “agree” or “strongly agree” with this statement.	40-44.9% of students “agree” or “strongly agree” with this statement.	Less than 40% of students “agree” or “strongly agree” with this statement.
Mission Specific: Students establish both personal and career goals.	More than 50% of students “agree” or “strongly agree” with this statement.	45-50% of students “agree” or “strongly agree” with this statement.	40-44.9% of students “agree” or “strongly agree” with this statement.	Less than 40% of students “agree” or “strongly agree” with this statement.
Satisfaction: “Would you recommend Quaker Digital Academy.”	More than 70% of students mark “yes.”	50-69.9% of students mark “yes.”	40-49.9% of students mark “yes.”	Less than 40% of students mark “yes.”

Fiscal Performance

Auditor reports, periodic cash flow statements, and other relevant reports are available for review. The Board of Directors provides ongoing monitoring in cooperation with the SCHOOL's Fiscal Officer and Executive Director. Appropriate fiscal information is made generally available to the public.

Unless the Indicator clearly provides otherwise, each indicator is to be determined annually.

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

<p>reporting and compliance requirements?</p>		<p>financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the sponsor, and any reporting requirements if the board contracts with an Education Service provider (ESP)</p> <ul style="list-style-type: none"> - On-time submission and completion of the annual independent audit and corrective action plans, if applicable - All reporting requirements related to the use of public funds 	<p>program in the manner described above; that failure(s) were material, but the School has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the Sponsor.</p>	<p>program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the School has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the Sponsor.</p>
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Operational Performance

Unless the Indicator clearly provides otherwise, each indicator is to be determined annually.

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

Governance and Reporting

Indicator	Exceeds Standards	Meets Standards	Does Not Meet Standards	Falls Far Below Standards
Did the Governing Authority participate in trainings required by law and/or Contract?	The School's Governing Authority participated in training required by law and in additional professional development and/or other training sessions.	The School's Governing Authority participated in training required by law.	The School's Governing Authority did not participate in training required by law for the most recent year, but did participate in training in the prior year.	The School's Governing Authority did not participate in training required by law for the two most recent years.
During the Contract's Term, did the Governing Authority understand and complete its duties?	N/A	Governing Authority meetings complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.	Governing Authority meetings met two of the three: complied with Open Meeting requirements, observed rules of order, and provided appropriate levels of oversight.	Governing Authority meetings met one or met none of the following: complied with Open Meeting requirements, observed rules of order, and demonstrated appropriate levels of oversight.
Is the School holding management accountable?	N/A	The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to oversight of school management, including but not limited to:	The school has failed to implement the program in the manner described above; that failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and	Falls Far Below Standard: The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the

		oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement	sufficient movement toward compliance to the satisfaction of the sponsor.	failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.
Is the school complying with reporting requirements?	N/A	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to relevant reporting requirements to the school’s sponsor, State Education Agency (SEA), district education department, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> - Accountability tracking - Attendance and enrollment reporting - Compliance and oversight - Additional information 	The school has failed to implement the program in the manner described above; that failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.	The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.

		requested by the Sponsor		
Is the school handling information appropriately?	N/A	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> - Maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities - Accessing documents maintained by the school under the Public Record law and other applicable authorities - Transferring of student records - Proper and secure maintenance of testing materials 	<p>The school has failed to implement the program in the manner described above; the failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.</p>	<p>The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.</p>

Is the School complying with governance requirements?	N/A	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> - Board policies, - Board bylaws and Code of Regulations - State open meetings law - Code of ethics - Conflicts of interest - Completion for attendance at meetings 	The school has failed to implement the program in the manner described above; that failure(s) were material, but the board has instituted remedies that have resulted in compliance or prompt and sufficient movement toward compliance to the satisfaction of the sponsor.	The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school, or regardless of the severity of the failure(s), the board has not instituted remedies that have resulted in prompt and sufficient movement toward compliance to the satisfaction of the sponsor.
Number of meetings held, where quorum is met.	7 or more meetings.	6 meetings.	5 meetings.	4 or less meetings.

EXHIBIT 5:
High Stakes Review

for the
QUAKER DIGITAL ACADEMY
A CONVERSION COMMUNITY SCHOOL

This High Stakes Review is part of the contract renewal process as outlined in Article VI of the Successor Contract and is to take place prior to contract renewal or at least every five years. The High Stakes Review is a rigorous evaluation of the SCHOOL's performance over the entire term in four areas: Academic Performance, Finance, School Operations, and Governance.

The High Stakes Review contains five parts. All parts correspond with measures and standards identified in Exhibit 4, Assessments and Accountability. As these questions are not included as Assessments, measures and standards are included.

For Part I, the High Stakes Review asks "Did the School Achieve Standards"? This is based on how the term "Achieve Standards" is defined in Exhibit 4.

For Part II, the High Stakes Review asks the Reviewer to identify Overall Performance. Overall Performance is met if the SCHOOL "meets standards" or "exceeds standards" for at least half of the measures..

For Parts III, IV, and V, the High Stakes Review asks the Reviewer to identify Overall Performance. Overall Performance is met if the SCHOOL "meets standards" or "exceeds standards" for at least half of the measures.

Part I: Primary Student Performance

1. Annual Graduation Rate

	4 Year		5 Year		6 Year		7 Year		8 year	
	Rate	Standard	Rate	Standard	Rate	Standard	Rate	Standard	Rate	Standard
2022-2023										
2023-2024										
2024-2025										
Term –Did the School Achieve Standards?										

2. Graduation Rate - Comparison

Combined Graduation Rate						
	Quaker Digital Academy		Similar Schools		All Dropout Recovery Schools	
	Rate	Performance Standard	Per-centile	Performance Standard	Per-centile	Performance Standard
2022-2023						
2023-2024						
2024-2025						
Term –Did the School Achieve Standards?						

Part II: Secondary Student Performance Measures

1. Achievement (High School Test Passage Rate)

	Rate	Performance Standard
2022-2023		
2023-2024		
2024-2025		
Overall Performance.		

2. Gap Closing (Annual Measurable Objectives)

	Rate	Performance Standard
2022-2023		
2023-2024		
2024-2025		
Overall Performance.		

3. Progress

	Rate	Performance Standard
2022-2023		
2023-2024		
2024-2025		
Overall Performance.		

4. Overall School Performance

	Rating	Performance Standard
2022-2023		
2023-2024		
2024-2025		
Overall Performance.		

5. Graduation Rate vs. Similar Schools

	4 Year		5 Year		6 Year		7 Year		8 year	
	Per-centile	Perf. Standard	Per-centile	Perf. Standard	Per-centile	Perf. Standard	Per-centile	Perf. Standard	Per-centile	Perf. Standard
22-23										
23-24										
24-25										
Overall Performance.										

6. Attendance Rate

	Overall		Economically Disadvantaged		Male		Female	
	Rate	Performance Standard	Rate	Performance Standard	Rate	Performance Standard	Rate	Performance Standard
2022-2023								
2023-2024								
2024-2025								
Overall Performance.								

7. Mission Specific – Student Survey Feedback

	Students develop good work habits such as being responsible, on time, & disciplined		Students develop values of hard work, honesty, and tolerance of others		Students use technology to find, organize, and present information		Students establish both personal and career goals	
	Percent	Performance Standard	Percent	Performance Standard	Percent	Performance Standard	Percent	Performance Standard
2022-2023								
2023-2024								
2024-2025								
Overall Performance.								

8. Satisfaction: Student Survey Feedback - “Would you recommend Quaker Digital Academy”

Year	Percentage	Performance Standard
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

Part III: Fiscal Performance / Financial Viability

1. Cash Flow

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

2. Ratio of Assets to Liabilities

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

3. Enrollment Predicted vs. Actual Enrollment

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

4. Result of Audits by Auditor of State

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

5. Is the School meeting financial reporting and compliance requirements?

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

Part IV: Operational Performance

1. Material Compliance

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

2. Did the School Protect Student Pursuant to Ohio Law?

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

Part V: Governance

1. Governing Authority Trainings.

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

2. Governing Authority Duties and Reporting

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

3. Is the School holding management accountable?

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

4. Is the school complying with reporting requirements?

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

5. Is the school handling information appropriately?

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

6. Is the School complying with governance requirements?

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

7. Meetings Held / Quorum

Year	Perf. Standard	Description / Notes
2022-2023		
2023-2024		
2024-2025		
Overall performance.		

