

COMMUNITY SCHOOL CONTRACT

FOR

Foxfire Intermediate School

A START-UP COMMUNITY SCHOOL

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, this contract is effective the 1st day of April, 2016, by and between the Maysville School District Board of Education (hereinafter the "SPONSOR"), and the governing authority of the Foxfire Intermediate School (hereinafter the "SCHOOL").

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

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

Mr. Solomon Curtis
2428 Wilmer Street Zanesville, OH 43701

Miss Connie Roberts
225 Spry Road Zanesville, OH 43701

Mr. Robert McClelland
1100 Hickory Creek Drive Zanesville, OH 43701

Mr. James M. Ziemer
3735 Sandra Drive Zanesville, OH 43701

Article I. Purpose

This Contract is established pursuant to Chapter 3314 of the Ohio Revised Code and specifically Section 3314.03 of the Ohio Revised Code for the purpose of establishing the SCHOOL as a start-up community school utilizing a portion of the facilities previously utilized by the SPONSOR. The SCHOOL shall be a public school, legally separate from any school district, and part of the state education program. Pursuant to Ohio Revised Code Section 3314.01, the SCHOOL may sue and be sued, acquire facilities as needed; and contract for services necessary for the operation of the school. The SCHOOL may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Ohio Revised Code Chapter 3314, other statutes applicable to community schools and the terms of this Contract as set forth below.

Article II. Term

This Contract shall be binding upon execution by both parties. The Term of this Contract shall be two years commencing on April 1, 2016 as set forth in the educational plan in Exhibit 1, which exhibit is attached and incorporated by reference herein.

Article III. Responsibilities of the SCHOOL/ Governing Authority

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

The SCHOOL shall be a start-up school as defined in Chapter 3314 of the Ohio Revised Code. The SCHOOL shall be located in the following portion of facilities previously utilized by the SPONSOR, which facilities shall be provided and maintained by SPONSOR at no cost to the SCHOOL: the grassy area in the center of the building of the Maysville Administrative Center located at 2805 Pinkerton Road, Zanesville, Ohio 43701.

By mutual agreement of the parties, the SCHOOL may utilize additional portions of SPONSOR's facilities, except that multiple facilities shall be utilized only to address limitations on the availability of space, and the same grade level classroom shall not be offered in more than one facility. Students will receive instruction through non-electronic means located in the physical facilities the SCHOOL.

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

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

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

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

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

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

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

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

The SCHOOL will describe the learning opportunities that will be offered to students including both classroom-based and non-classroom-based learning opportunities, in compliance with criteria for student participation established by the Department of Education under R.C. 3314.08 (L)(2).

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

A. Educational Program

The SCHOOL shall operate in substantial compliance with Exhibit 1 ("Educational Plan"), which exhibit is attached hereto and incorporated by reference herein, including provisions concerning the SCHOOL's mission, educational philosophy, the ages and grades of students, the characteristics of the students the SCHOOL is expected to attract, the SCHOOL' calendar, the academic goals and the method of measurement that will be used to determine progress toward those goals, graduation requirements, and the focus of the curriculum.

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

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

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

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

The SCHOOL shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the school if the student without a legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student.

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

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

B. Financial Plan

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

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

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

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

Payments from the SCHOOL to the SPONSOR Pursuant to the authority of section 3314.03(C) of the Ohio Revised Code, the Sponsor shall not charge the School any fee for services provided to the school, except as specified herein. The SCHOOL shall pay to SPONSOR all of the following amounts:

1. The SCHOOL shall annually pay to SPONSOR, from the funding provided to the SCHOOL by the Ohio Department of Education pursuant to Section 3314.08 of the Ohio Revised Code, up to \$1,600.00 per full time equivalent student.
2. In the event that the SPONSOR, as permitted herein, provides substantially all of the special education and related services required by an IEP, the SCHOOL shall pay to the SPONSOR the funds received by the SCHOOL from the Department of Education on account of such student, except that the SCHOOL may retain sufficient funds to cover its actual costs related to such student, if any.
3. In the event that the SPONSOR, as permitted herein, provides substantially all of the technology related services to the SCHOOL, the SCHOOL shall offer supplemental salaries to the SPONSOR's employees for such services.
4. The SCHOOL shall be responsible to pay for contract related costs associated with SPONSOR's employees who are assigned to the SCHOOL.

C. Governance and Administrative Plan

The SCHOOL shall comply with the procedures by which members of the SCHOOL's Board of Directors shall be determined in the future as set forth in Exhibit 3 ("**Governance and Administrative Plan**"), which exhibit is attached hereto and incorporated by reference herein.

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

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

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

The SCHOOL shall comply with the provisions regarding health care and other benefits to be provided to SCHOOL employees as set forth in the **Governance and Administrative Plan**.

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

The SCHOOL agrees that the employment of teachers and nonteaching personnel by the SCHOOL shall be as provided in Section 3314.10 of the Ohio Revised Code. Pursuant to that section, employment by the SCHOOL shall be subject to Chapter 3307 and Chapter 3309 of the Ohio Revised Code, and the SCHOOL shall carry out all of the duties of an employer, except to the extent specified otherwise in Section 3314.10 of the Ohio Revised Code.

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

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

Beginning in the 2010-2011 school year, the school will open for operation not later than the thirtieth day of September each school year, unless the mission of the school as specified under 3314.02(A)(2) is solely to serve dropouts.

D. Assessment and Accountability Plan

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

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

Article IV. Responsibilities of the SPONSOR

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

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

The duties of the SPONSOR shall be in accordance with any written agreement entered into with the Department of Education under R.C. 3314.015(B), and shall include the following:

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

5. Have in place a plan of action to be undertaken in the event SCHOOL experiences financial difficulties or closes prior to the end of a school year.

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

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

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

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

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

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

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

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

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

Article V. Joint Responsibilities

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

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

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

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

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

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

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

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

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

Article VII. Site Visits

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

Article VIII. Governing Law

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

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

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

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

Article IX. Assignment

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

Article X. Changes or Modifications

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

Article XI. Suspension

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

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

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

Upon receipt of a notice of suspension pursuant to section 3314.072(D)(1) of the Ohio Revised Code, the governing authority of the SCHOOL shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore, and the SCHOOL shall cease all school operations on the next business day. The governing authority shall not operate the SCHOOL while the suspension is in effect. Any such suspension shall remain in effect until the SPONSOR notifies the governing authority that it is no longer in effect. This Contract, if suspended also may be subject to termination or nonrenewal under section 3314.07 of the Revised Code and as provided hereunder.

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

Article XII. Termination; Renewal

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

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

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

If the SCHOOL does not provide this notice within the specified period, the Contract will not be renewed. If the SCHOOL has notified the SPONSOR of its desire to renew the Contract, then at least 180 days prior to the expiration of the Contract, the SPONSOR shall notify the SCHOOL of SPONSOR's proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of any termination or nonrenewal, and a statement that the SCHOOL may, within fourteen days of receiving the notice, request an informal hearing before the SPONSOR. Such request must be in writing. The informal hearing shall be held within seventy days of the receipt of a request for the hearing. Promptly following the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate or not renew the Contract. A decision to terminate may be appealed as provided in section 3314.07 of the Ohio Revised Code, and the effective date of a termination of this contract shall be as provided in such section.

SPONSOR

COMMUNITY SCHOOL

ON BEHALF OF THE MAYSVILLE
SCHOOL DISTRICT BOARD OF
EDUCATION

By: Robert L. Wilson

Name: Mr. Robert Wilson

Title: President, Board of Education

Date: 3-10-2016

ON BEHALF OF THE FOXFIRE
INTERMEDIATE SCHOOL

By: James M. Ziemer

Name: Mr. James M. Ziemer

Title: President, Board of Directors

Date: 3-18-16

EXHIBIT 1:

Educational Plan
For the

Foxfire Intermediate School

A Start-Up Community School

Brief Overview

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

Mission

The mission of the school is as follows:

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

Educational Philosophy and Beliefs

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

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

Habit 1 - be proactive®

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

Habit 2 - begin with the end in mind®

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

Habit 3 - put first things first®

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

Habit 4 - think win-win®

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

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

One of the great maxims of the modern age. This is Covey's habit of communication, and it's extremely powerful. Covey helps to explain this in his simple analogy 'diagnose before you prescribe'. Simple and effective, and essential for developing and maintaining positive relationships in all aspects of life.

Habit 6 - synergize®

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

Habit 7 - sharpen the saw®

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

Type of School

The school will be created as a community school by converting a portion of the sponsors' premises to a community school pursuant to Section 3314.03 of the Ohio Revised Code. The school will be an alternative learning center for students who are intermediate school age who have been unsuccessful in a traditional elementary or middle school setting under the Ohio Revised Code 3314.06. Certain other educational, co-curricular, and extracurricular activities may also be provided in cooperation with the sponsor. The school is not expected to displace and existing program of the sponsor's, no alternative arrangements are required for current public school students who choose not to attend the school for teachers who choose not to teach in the school after conversion.

Characteristics of Students (Profile)

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

The needs assessment for FIS showed that on State Report Cards from local middle schools many students are not meeting academic success. These are often the subgroup students, those living in poverty and with learning disabilities, those who need tier two and three interventions. Local high school statistics show further need for early intervention. Statistics show 34% require of students require school-based mental health counseling for such issues as treatment of depression, anxiety, and/or low self-esteem. 23% have a history of alcohol or drug abuse, 21% are pregnant or currently parenting, 41% have been involved in discipline issues. Many targeted students have been violent offenders with 12% currently on probation and 66 % with juvenile records. In addition, 65% of students are economically disadvantage and add the daily challenges of living in poverty to the list of needs.

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

Department of Mental Health, Muskingum County Board of Health and demographic data from Muskingum county and surrounding middle schools.

The FIS special education and Students with Disabilities IEP and compliance issues will be monitored by a part-time special education consultant from Muskingum College who recently retired as Special Education Director for a nearby district. The consultant will work with staff and parents to maintain accurate and effective special education and Students with Disability practices.

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

Why this school?: The Foxfire Intermediate School staff identifies issues and barriers to help the learning process and then develop new ways to overcome them and searches out partnerships with other organizations to meet those needs.

Effective Schools Research (Lezotte)

Intermountain Center for Education Effectiveness, College of Education, Idaho State University
Adapted from: B. Taylor & P. Bullard *The Revolution Revisited*, D. Levine & L. Lezotte

Unusually Effective Schools, 1990

Center for Effective Schools, CCE Oklahoma University, April 2001

Effective Schools Model

7 Correlates of Effectiveness

- **A safe and orderly environment**

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

- **A clearly stated and focused mission**

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

- **Instructional leadership**

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

- **High expectations for all students**

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

- **Frequent monitoring of student progress**

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

- **Maximize learning opportunities**

The effective school allocates and protects a significant amount of time for instruction of the essential skills. The instruction must take place in an integrated, interdisciplinary curriculum. Effective instruction time must focus on skills and curriculum content that are considered essential, that are assessed, and most valued. There should be abandonment of less important content.

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

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

Five Year Enrollment Predictions

Grade/Age	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Grade K (4/5yrs.)	0	0	0	0	0
Grade 1 (6yrs.)	15	15	15	15	15
Grade 2 (7yrs.)	15	15	15	15	15
Grade 3 (8yrs.)	15	15	15	15	15
Grade 4 (9yrs.)	0	0	0	0	0
Grade 5 (10yrs.)	0	0	0	0	0
Grade 6 (11yrs.)	0	0	0	0	0
Grade 7 (12yrs.)	0	0	0	0	0
Grade 8 (13 yrs.)	0	0	0	0	0
Grade 9 (14 yrs.)	0	0	0	0	0
Grade 10 (15 yrs.)	0	0	0	0	0
Grade 11 (16 yrs.)	0	0	0	0	0
Grade 12 (17-22 yrs.)	0	0	0	0	0
Total Yearly ADM	45	45	45	45	45

These enrollment projections are based with participating middle school principals, Superintendents, The Muskingum County Juvenile Detention Center, Children's' Services and parents that see a need for intervention.

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

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

Focus of the Curriculum

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

Promotional Goals

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

1. All Phoenix students will have a minimum of 93% attendance rate
2. 100% of all students will demonstrate adaptability to the high school environment.
3. All Phoenix students will show gains in achievement and wellness tests mandated by the state.
4. All Phoenix students will be able to explore to all avenues (Traditional high schools, technology centers, career centers or alternative measures) after the Intermediate School level.

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

Students should have:

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

Assessment System

The strong link between Foxfire Intermediate School (FIS) and the surrounding community will be beneficial to every aspect of student progress. Comprehensive targeted summative academic student goals will be student having attended FIS for 9 consecutive months will improve 60% in reading and mathematics on the appropriate grade level of the OAS. Formative individual student goals will be that each student successfully completes Stars reading and mathematics and is moving towards grade level or higher. The students' ultimate academic goal will be to pass all sections of the OAS. Measurement tools will be the OAS, teacher made assessments, student self-evaluations and Study Island pre and posttests.

Health and wellness goals will be determined collaboratively with the student, parent as indicated, social worker, nurse and/or wellness coordinator. The school social worker will use scales appropriate to her/his scope of services to measure improvement in social and behavior issues. Wellness progress such as weight loss, pregnancies, hearing and vision screenings and problems, reduction of blood sugar levels will be monitored and documented by the nurse. Random drug tests will reveal progress toward drug and alcohol-free lives. Incidences of juvenile court involvement will be monitored by the Muskingum County Justice System, probation officers and the Muskingum County Sheriff's Office. Wellness concerns such as school efficacy, family and peer relationships and support, drug and alcohol use, and sexual practices will also be monitored through The Ohio State University School of Social Work

(OSU) survey, given in the fall and spring of each school year. Research shows survey results are very accurate due to the fact that alternative middle and junior high school students practice honest self-disclosure. Parents' evaluation of the program and parent support activities will be sought formally through phone, parental home visits, evaluations at all parent support events and written surveys and informally when the through monthly parent gatherings, in the parking lot when they pick up their students, and when they drop in to school. Desired outcomes of parent support activities are increases in attendance at each consecutive event and 90% of parent participants when state content was presented in a clear and concise manner and is helpful to them.

Foxfire Intermediate School's components will be measured for fidelity and rigor: how it is meeting community partnerships, program and process of its PPOs. An impartial outside evaluator will be retained to analyze and coordinate all programmatic and student data and prepare twice yearly reports for distribution to parents, community partners, and interested parties.

During the program's first year, all programmatic evaluation information will be reviewed every four weeks the program's first year and quarterly for continuing years. Formative student progress data will be monitored on a biweekly basis during Professional Learning Team Assessments and summative state results will be utilized a minimum of twice yearly, first when received in district and secondly when students' individual study plans are written. All enrichment activities such as art and recreational activities will be evaluated through formal student written evaluations, anecdotal conversations and attendance. A yearly report showing progress, programmatic evaluation data and aggregated student data will be presented by the school administrator at the August Governing Authority meeting and will be made available to community partners and the general public. All data will be constantly applied to initiate, focus and realign programs and strategies. The report will drive future programming.

Special Needs and Support

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

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

Calendar and Schedule

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

The school will conduct its programs Monday through Friday 8:00am to 2:30pm at 2805 Pinkerton Road, Zanesville, Ohio 43701, approximately from August 25th to June 8th. During the regular school year, the school will generally close on the days the sponsor is closed. The hours, days and location may change. During the year, teachers will post specific conference times with their students and use home visitations as a tool to meet the students' need.

The Academic Year for the school's first year of operation begins July 1, 2010 and shall commence with a period of training, orientation, and similar preparatory activities. The date on which students will commence curricular activities shall be determined by the school.

Management and Administration

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

Chief Operations Officer or Director: Assumes the role of Principal when such person is not available; serves a supervisory role in relation to staff evaluations and supervision; oversees the implementation and enforcement of the Student Code of Conduct; and coordinates and oversees staff professional development activities. Qualifications include an experience in education, excellent management and interpersonal skills, a vision for what a non-traditional alternative school can instill strong character and ethics standards, commitment to continuous improvement concepts, the ability to organize professional development activities, and excellent communication skills.

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

Instructional Staff: Provide instruction and inter-personal relationships to students. The number of positions will be dependent upon the number of students enrolled as related to the established student-teacher ratios defined in this document. Qualifications include a minimum of education or related fields and appropriate certification and or licensures; experience in education, excellent management and interpersonal skills, a vision for what a non-traditional alternative school can become, strong character and ethical standards, commitment to continuous

improvement concepts, a comprehensive knowledge of Federal and State special education laws and rules, and excellent communication skills on staff to staff, staff to student, staff to parent, and staff to community partner.

Admission Policy and Teacher to Student Ratios

The school will enroll students of intermediate school age. The school will be open to students who reside in any school district in Ohio. In grades 1-3, with a student-teacher ratio of 15:1. All teachers will be certified and or licensed. In instances where temporarily certified and or licensed teachers are used, those individuals must work toward appropriate certification in order to continue teaching at the school.

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

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

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

Fees: There is not tuition required for full-time attendance for any student.

Note: The school may determine fees based upon approval of the Board of Directors.

These fees will be assessed for such items as workbooks and necessary materials; in some instances items will be course specific.

Enrollment Process: The number of students accepted for enrollment by the school shall not exceed the capacity of the school's programs, classes, grade levels, or facilities. During the 2016-17 school year, a maximum of 75 students will be served in accordance with ADM funding. Thereafter, the school shall annually establish such deadline and publicize it through the school's website, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the school, students shall be admitted by lot, except that preference shall be given, first, to applicants who attended school in the preceding year, and, second, to applicants who have siblings that attended the school in the preceding year. Parents will be notified of acceptance via U.S Mail and/or email, if applicable, within two weeks of the application deadline. Applicants whose applications are received after the deadline, including midterm applicants, shall be admitted so long as their admission does not cause the school to exceed the capacity of its programs, classes, grade levels, or facilities.

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

Student Discipline

Student Roles and Responsibilities

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

Dismissal Policies and Procedures

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

EXHIBIT 2:

Financial Plan
For the

FOXFIRE INTERMEDIATE SCHOOL

A Start-Up Community School

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

School Budget

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 and Generally Accepted Accounting Procedures (GAAP).

Funding for Start-up Costs: Funding from the Ohio Charter Schools Federal Sub-Grant Program (Or similar funding program, regardless of name) is expected to assist with planning, Design, and the initial implementation of the school, and in part shall be used to reimburse the Maysville Local School District (Sponsor) for the sponsor's acquisition of such services, on behalf of the school. Once operational, the ADM per student, together with special education enhancement grants provided by the sponsor pursuant to section 3314.08(G) of the Ohio Revised Code, is expected to fund the school operational budget.

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

Enrollment Projections

Grade/Age	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Grade K (4/5yrs.)	0	0	0	0	0
Grade 1 (6yrs.)	15	15	15	15	15
Grade 2 (7yrs.)	15	15	15	15	15
Grade 3 (8yrs.)	15	15	15	15	15
Grade 4 (9yrs.)	0	0	0	0	0
Grade 5 (10yrs.)	0	0	0	0	0
Grade 6 (11yrs.)	0	0	0	0	0
Grade 7 (12yrs.)	0	0	0	0	0
Grade 8 (13 yrs.)	0	0	0	0	0
Grade 9 (14 yrs.)	0	0	0	0	0
Grade 10 (15 yrs.)	0	0	0	0	0
Grade 11 (16 yrs.)	0	0	0	0	0
Grade 12 (17-22 yrs.)	0	0	0	0	0
Total Yearly ADM	45	45	45	45	45

EXHIBIT 3:

Governance and Administrative Plan

For the

FOXFIRE INTERMEDIATE SCHOOL

A Start-Up Community School

Not-for-Profit Corporation

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

Governing Body

The governing authority of the school shall be the Foxfire Intermediate School for Student Success Board of Directors (“Board of Directors”), which shall be composed of three administrators who are employed by the sponsor for such purpose. Additionally, the sponsor’s Treasurer shall be a non-voting ex officio member of the Board of Directors. All of the foregoing shall serve the Board of Directors in their official capacities as representatives of Sponsor and Sponsor’s interests. Two additional board members will be chosen who represent the interests of the Muskingum County community. The Board of Directors shall also welcome, as non-voting members, representatives of the parents and students served by the school. The Board of Directors shall be responsible for:

- Helping create, approve, and monitor the school’s annual budget
- Developing policies to guide the operation of the school
- Securing funding for the school, in cooperation with current staff
- Developing and maintaining a commitment to the vision, mission, and belief statements of the Foxfire Intermediate School for Student Success and the children it serves.

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

Conflicts of Interest: The Board of Directors and the school’s officials shall comply with the Ohio Ethics Law (Chapter 102 of the Ohio Revised Code and Sections 2921.42 and .43 of the Ohio Revised Code) except as otherwise permitted by law. No part of the earnings of the school shall provide to the benefit of, or be distributable to the school’s members, trustees, officers, or other private persons except that the school may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the school’s purposes.

School Management: Assumes the role of Principal when such person is not available; serves a supervisory role in relation to staff evaluations and supervision; oversees the implementation and enforcement of the Student Code of Conduct; and coordinates and oversees staff professional development activities. Qualifications include an experience in education, excellent management and interpersonal skills, a vision for what a non-traditional alternative school can instill strong character and ethics standards, commitment to continuous improvement concepts, the ability to organize professional development activities, and excellent communication skills.

Employees

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

Human Resource Management: As a conversion community school, all employees, if any, of the school that were previously members of a recognized bargaining unit of the sponsor will remain members of that unit and will be entitled to all rights, compensation, and benefits there under. New employees of the school shall likewise become members of the appropriate bargaining unit of the sponsor and shall be entitled to all rights, compensation, and benefits there under. Personnel employed by the school who do not qualify for membership in a bargaining unit shall be governed by the personnel policies adopted by the Board of Directors for non-bargaining unit personnel.

Employee Health and Other Benefits: School employees will receive the same benefit package as the sponsor employees. Sick leave accrued as a sponsor employee may be utilized by that employee in the school in accordance with Section 3314.10 of the Ohio Revised Code.

Disposition of Employees if Contract Not Renewed: In the event the sponsor elects, pursuant to Section of 3314.07 of the Ohio Revised Code, to non-renew or terminate the Contract for any of the reasons set fourth therein, and the school is unable or unwilling to continue operations with another sponsor, the school shall have no further contractual obligation to employees, except as may be otherwise provided in the individual contract of employment. The sponsor shall continue to employ school personnel consistent with applicable laws, rules, and collective bargaining agreement provisions. However, nothing in this paragraph shall be constructed as creating or increasing the expectancy of continued employment by the school or the sponsor.

Resolution of Disputes between the School and the Sponsor

Because the school is a conversion school whose Board of Directors and fiscal officer will be administrative officers of the sponsor, it is not anticipated that disputes will arise. However, in order to comply with the legal requirements for this Community School Contract, the following is adopted as a dispute resolution mechanism:

If, through the informal processes of discussion and negotiation, officials of the school and the sponsor are unable to resolve differences arising from the operation of the school or the interpretation of the Contract, either party may request the services of a mediator appointed by the Federal Mediation and Conciliation Service (FMCS) in accordance with its regular procedures. If, sixty (60) days after the mediation process is commenced, the parties are still unable to reach agreement, the parties may, by mutual consent, proceed to binding arbitration of the dispute. Such arbitration shall be conducted by an arbitrator mutually appointed by the FMCS in accordance with its regular procedures. Any fees required by 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 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

FOXFIRE INTERMEDIATE SCHOOL

A Start-Up Community School

Achievement of Academic Goals

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

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

Students should have:

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

Assessment System

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

Goals and Outcomes Regarding the Ohio Achievement Assessment Program:

Goals	Outcomes
All students will pass the Ohio State Assessments (Excluding students with an exempting IEP).	75% (or the minimum % designated by the Department of Education) will pass Ohio achievement tests when administered at individually appropriate times (i.e. upon completion of the curriculum).

Furthermore, the school will endeavor to achieve an overall attendance rate for the school of 93% or above.

Should the school fail to meet the minimum standards prescribed by the state, the school will endeavor to achieve a minimum of 2.5% point increase yearly in the deficient area(s) or to achieve average results for each grade level that are equal to or better than the sponsors district-wide proficiency test results.

Individualized Student Goals

Reading: Each student having attended FIS for 9 consecutive months will improve 60% in reading on the state assessments

- Each student will be assessed bi-monthly using Star 360

Benchmarks: Student will show growth throughout the year each assessment

Wellness: Each student will meet 90% of the personal goals outlined in his personal wellness plan (PWP)

- Staff and students will collaboratively write a personal mental and physical wellness plan for each student

Benchmarks:

Each student will have a (PWP) completed within 15 days of FIS registration
 10% of parents will volunteer to have a (PWP) that will be monitored by FIS staff

- Quarterly evaluations and revisions of each students' PWP will be made by staff and students.

Benchmarks:

50% of students will reach their personal goals within the first five months of their plans.
 75% of students will reach their personal goals by the end of the school year.

Mathematics: Each student having attended FIS for 9 consecutive months will improve 60% in mathematics on the state assessments

- Each student will be assessed bi-monthly using Star 360

Benchmarks: Student will show growth throughout the year each assessment

Administration Schedule

All achievement tests will be administered according to dates established by the Ohio Department of Education. Off year testing may occur in the spring of the year according to dates established by the testing company being used.

Other Academic Indicators

Baseline data will be obtained on entering students' academic achievement and will chart the growth and progress. This data will be critical to monitoring and making recommendations for the necessary curricular changes.

Fiscal Performance Indicators

Auditor reports, periodic cash flow statements, and other relevant reports deemed public records and therefore are available for review by the media and citizenry. The school's annual report will speak to these issues. The Board of Directors will provide ongoing monitoring in cooperation with the Treasurer and Executive Director. Appropriate fiscal information will be made generally available to the public.

Annual Report

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