# Application to be placed in EpiCenter for NEW K-8 IRN4

# **Quaker Preparatory Academy**

# Section A: Proposed School Information

- 1. Please describe the proposed internet- or computer-based community school. In your description, please address the following:
  - *Reasons applicant believes Ohio would benefit from an additional internet- or computer-based community school*
  - Community and student population (demographics, ages, and grade levels) school intends to serve
  - Enrollment area (specific counties in Ohio)
  - Education plan and curriculum intended for each core content area and grade level that complies with the standards developed by the international association for K-12 online learning.
  - Expectations of academic performance, including academic achievement status or proficiency, academic growth, post-secondary readiness, and expectations for mission-specific performance measures
  - Expectations of any non-academic school or student goals to which school will hold itself accountable

#### Reasons applicant believes Ohio would benefit from an additional internet- or computer-based community school

Ohio would benefit from Quaker Preparatory Academy ("Quaker Prep") because Quaker Prep has identified a clear, existing demand for such a school, and the School would base its model on Quaker Digital Academy (QDA), which has been successful and received a rating of "Exceeds Standards" on the last report card. As proposed, Quaker Prep would enroll students in grades K-8. Quaker Prep's partner school—QDA—currently enrolls students in grades K-12, but would change its focus to serving at risk and dropout prevention and credit recovery ("DOPR") students in grades 9-12 if Quaker Prep is approved

Quaker Prep would fulfill an identified demand for K-8 e-school learning because it already has an identified student base (QDA's K-8 students) from which it would enroll and serve. By law and pursuant to the QDA's Sponsor Contract, QDA's non-dropout prevention program population is limited to less than 50% percent of the total enrollment. This has caused QDA to reach capacity in the past three years and have a waitlist. In the past year, QDA has had to turn away 200 applicants after reaching capacity. This has also necessarily restricted QDA from focusing on growing its K-8 program. Quaker Prep would absorb the QDA's K-8 applicants. and QDA's current K-8 students (approximately 260 students). Combined, Quaker Prep will have a substantial base of students that are already utilizing QDA's model or have sought to use QDA's model.

By creating Quaker Prep, QDA can focus on grades 9-12 and its at-risk / dropout prevention program, while allowing Quaker Prep to focus its program on grades K-8. Uniquely, as a K-8 e-school, Quaker Prep will specifically tailor its program to the needs of students in those grades.

More generally, as reflected by QDA's waitlist, parents are becoming aware of the advantages of online education and the success of QDA's program. The state would benefit from Quaker Prep specifically as QDA's model has a track record of educating the elementary population with over 90% passing the third-grade guarantee. Since Quaker Prep would be working with QDA, the program will be based on the successful model used by QDA.

More generally, parents have many reasons for electing an on-line education for their child. Parents are concerned about the safety of their child. Bullying and violence have become a social emotional issue with students teasing, stealing food, money, inflicting physical harm or worse. For these students, on-line education is an important option. As explained below, QDA intends to serve these students specifically.

Furthermore, according to the U.S. government and education researchers, the number of students being homeschooled has doubled in the last decade. Overall, if current national growth in homeschooling continues, and some expect it to accelerate, the number of students being homeschooled in the U.S. will surpass 2 million. Quaker Prep expects to attract students that would otherwise be homeschooled.

#### Community and student population (demographics, ages, and grade levels) school intends to serve

The new Quaker Preparatory Academy (Quaker Prep) will serve students statewide in grades K-8 of legal school age and plans to utilize four locations for counseling, instructional coaching, and testing assistance in New Philadelphia, Berlin, East Liverpool, and Steubenville. These locations will be shared with its sister school, QDA. These locations provide access for students living in rural parts of Ohio who otherwise may not have access to high quality curriculum.

Quaker Prep will tailor the educational experience to each student and their family. Quaker Prep intends to serve the following student population demographics:

- Medically homebound students due to illness or disability;
- Students who seek a safer environment from bullying and harassment;
- Students whose family seeks to become more involved in their child's education;
- Students who are far above their typical peers and need additional challenges;
- Students who require a flexible schedule;

• Students who are at-risk and need more one on one intensive tutoring.

#### Enrollment area (specific counties in Ohio)

Quaker Prep will be a statewide school and the enrollment area will be available to all counties in Ohio.

# Education plan and curriculum intended for each core content area and grade level that complies with the standards developed by the international association for K-12 online learning.

#### Quaker Prep - K-8 Educational Plan

Quaker Prep will provide a comprehensive and rigorous full-time, virtual educational option for students throughout Ohio. In addition to virtual delivery, Quaker Prep will provide opportunities for family activities in the four locations as well as in-person tutoring at the various centers around Ohio. This type of educational choice allows students and their families the flexibility over time, place, path, and modality of learning. Quaker Prep is committed to providing the best educational experience by incorporating high quality curriculum with certified teachers to enhance learning opportunities for all students. The following is some of the offerings that would be utilized throughout the year:

- *Synchronous Contact:* This is the live interaction occurring in real time between an instructional teacher and a student. This allows for the building of a personal relationship along with other interactions such as personal phone calls on a regularly scheduled and documented basis and learning/interactive logs.
- *Asynchronous Instruction:* This is the idea that students learn the material at different times and at different locations. This allows for flexibility on the part of the student.
- *Teachers:* All teachers, known in the virtual world as *instructional supervisors*, are fully certified educators. Teachers will work from either a school office location and/or work remotely to accommodate individual tutoring and feedback on assignments. Teachers will maintain a one-on-one relationship with each assigned student.
- Assessments: Quaker Preparatory Academy will use testing department to ensure that all state mandated tests are administered and secured for quality results. NWEA is used to provide performance data on essential skills and standards. Standards are identified and intervention is planned to help students master the standards. All state mandated tests are given in the appropriate environment and timing as required by law.

- *Collaboration Among Students:* Quaker prep will use Google Hangouts, Zoom, and Scribblar etc. These interactive programs allow teacher and student to share screens, communicate, and develop interpersonal relationships.
- *Intervention Indicators:* Intervention indicators are triggered if a student does not perform well on the formative assessments or if a previous year's test scores show academic need. Maestro is the system that is used to inform instructional supervisors of students who need additional services.

#### Curriculum

Students will benefit from a high-quality curriculumprovided by Odyssey, Lincoln Learning, and Edmentum Online Courses. These courses support the Ohio Learning Standards and meets the National Standards for Quality Online Courses established by the International Association for K-12 Online Learning, iNACOL. These courses, which are currently being utilized by QDA have been tested for rigor, depth, and breadth, and are subject to continuous improvement based on state assessment outcomes, user feedback, and outside consultant reviews for standard alignment.

Quaker Prep top-quality curriculum would integrate textbooks, instructional activities, virtual and actual fieldtrips, technology, and real-world problem solving to reinforce content standards.

Quaker Prep anticipates, that like QDA, it will require its students to work on average 5.1 hours per day and 25.5 hours per week. This ensures students will reach or exceed 920 hours for the year. Instructional supervisors monitor activity and contact students on a regular basis to ensure time on task. Quaker Prep students will be considered participating in educational opportunities when they are logged into the learning management system and/or have an approved documented offline extended learning opportunity. Quaker Prep intends to monitor the total amount of documented time spent online and offline. Online time is the total durational time showed on the systems login/logout reports. Extended learning opportunities is non-classroom time spent on educational activities while not logged into the learning management system. Quaker Prep students will document their extended learning opportunities in the learning management system or by paper logs. All student extended learning opportunities will be monitored/approved by a certified teacher and start time and stop time is recorded for verification purposes.

Although students in a full-time virtual school have flexibility in their daily schedules, Quaker Prep students will take seven to nine courses per year with a minimum of six courses. In addition to the core classes, students have the opportunity to enroll in classes of interest such as a foreign language or extracurricular experiences or clubs. (See Figure 1 for a sample of offerings). Quaker Prep will not be limited in regard to curriculum offerings. As the need arises, new courses will be added to the list of options for students.

| Language Arts                              | Math                               |
|--|------------------------------------|
| Language Arts (K,1,2,3,4,5,6,7,8)          | Math (K,1,2,3,4,5,6,7,8)           |
| Handwriting                                | Algebra Readiness (8)              |
|  | Algebra (8)                        |
|  |                                    |
| Color of                                   | Q                                  |
| Science                                    | Social Studies                     |
| Science (K,1,2,3,4,5,6,7,8)                | Social Studies (K,1,2,3,4,5,6,7,8) |
|  |                                    |
| Physical Education                         | Art & Music                        |
| Physical Education (K,1,2,3,4,5,6,7,8)     | Art (K,1,2,3,4,5,6,7,8)            |
|  |                                    |
|  | Music (K,1,2,3,4,5,6,7,8)          |
|  |                                    |
| World Languages                            | Career & Electives                 |
| Spanish (K,1,2,3,4,5,6,7,8)                | Technology & Keyboarding           |
| American Sign Language (K,1,2,3,4,5,6,7,8) | (K,1,2,3,4,5,6,7,8)                |
| Chinese (K,1,2,3,4,5,6,7,8)                | Career Exploration (6, 7, 8)       |
| French (K,1,2,3,4,5,6,7,8)                 | Computer Programing (6,7,8)        |
|  |                                    |
|  |                                    |
|  |                                    |

Figure 1. Sample Elementary and Middle School Course List

Expectations of academic performance, including academic achievement status or proficiency, academic growth, post-secondary readiness, and expectations for mission-specific performance <u>measures</u>

The Board and Sponsor will negotiate and approve expectations for academic performance, including school goals and performance indicators. The C.E.O. and Principal will be accountable for academic success of students through the monitoring of these set goals. Instructional Supervisors will develop and implement best practices to support the flexibility and creativity for students to be competitive with New Philadelphia City Schools. Figure 2 represents proposed preliminary academic goals for Quaker Prep, which will be negotiated in a sponsorship agreement with the District. The Sponsor Contract will include all academic measures required by law. Furthermore, the Sponsor Contract will include subgroups as identified as appropriate by the parties.

| Figure 2. | Academic | <b>Goals For</b> | Quaker Prep  |
|-----------|----------|------------------|--------------|
| riguit 2. | Academic | Guais Fui        | Quaker 1 rep |

| Goal                   | 2020-2021             | 2021-2022             | 2022-2023             |
|------------------------|-----------------------|-----------------------|-----------------------|
| KRA                    | Given prior to Nov. 1 | Given prior to Nov. 1 | Given prior to Nov. 1 |
| The Kindergarten       |                       |                       |                       |
| Readiness Assessment   | The assessment        | The assessment        | The assessment        |
| (KRA) is a tool that   | measures a child's    | measures a child's    | measures a child's    |
| teachers use to get to | school readiness in   | school readiness in   | school readiness in   |
| know the child         | social, physical and  | social, physical and  | social, physical and  |
|                        | academic areas.       | academic areas.       | academic areas.       |
|                        | DEMONSTRATING         | DEMONSTRATING         | DEMONSTRATING         |
|                        | READINESS 270-298     | READINESS 270-298     | READINESS 270-298     |
|                        |                       | NEADINE33 270 230     | NEADINE33 270 230     |
|                        | Students coming in    | Students coming in    | Students coming in    |
|                        | below readiness will  | below readiness will  | below readiness will  |
|                        | exceed readiness by   | exceed readiness by   | exceed readiness by   |
|                        | Dec 30 @ 100%         | Dec 30 @ 100%         | Dec 30 @ 100%         |
|                        |                       |                       |                       |
| State Achievement      |                       |                       |                       |
| Tests: All official    |                       |                       |                       |
| published rates for    | 80%                   | 80%                   | 80%                   |
| the school will meet   |                       |                       |                       |
| or exceed the state    |                       |                       |                       |
| average.               |                       |                       |                       |

| Proposed Components / Measures |                    |                      |                    |
|--------------------------------|--------------------|----------------------|--------------------|
|                                | Exceeds Standards  | Meets Standards      | Falls Below        |
|                                |                    |                      | Standards          |
| Overall Grade                  | Report Card Grade: | Report Card Grade: C | Report Card Grade: |
|                                | A or B             |                      | D or F             |
| Progress                       | Report Card Grade: | Report Card Grade: C | Report Card Grade: |
| (Component)                    | A or B             |                      | D or F             |
| Value Added                    | Report Card Grade: | Report Card Grade: C | Report Card Grade: |
| Measures (as                   | A or B             |                      | D or F             |
| applicable)                    |                    |                      |                    |
| Improving at Risk K-           | Report Card Grade: | Report Card Grade: C | Report Card Grade: |
| 3 Readers                      | A or B             |                      | D or F             |
| (Component)                    |                    |                      |                    |
| Achievement                    | Report Card Grade: | Report Card Grade: C | Report Card Grade: |
| (Component)                    | A or B             |                      | D or F             |

| Performance Index      | Report Card Grade:        | Report Card Grade: C    | Report Card Grade: |
|------------------------|---------------------------|-------------------------|--------------------|
| (Measure)              | A or B                    |                         | D or F             |
| Indicators Met         | Report Card Grade:        | Report Card Grade: C    | Report Card Grade: |
| (Measure)              | A or B                    |                         | D or F             |
| Gap Closing / Annual   | Report Card Grade:        | Report Card Grade: C    | Report Card Grade: |
| Measurable             | A or B                    |                         | D or F             |
| Objectives             |                           |                         |                    |
| Graduation Rate        | N/A                       | N/A                     | N/A                |
| (Component)            |                           |                         |                    |
| Graduation Rate – 4    | N/A                       | N/A                     | N/A                |
| Year                   |                           |                         |                    |
| Graduation Rate – 5    | N/A                       | N/A                     | N/A                |
| Year                   |                           |                         |                    |
| Prepared for Success   | N/A                       | N/A                     | N/A                |
| Note: additional measu | ires for student subgroup | ps would be negotiated. |                    |

### Expectations of any non-academic school or student goals to which school will hold itself accountable

Expectations are based, in part, on the District's template sponsor contract, which contains financial, operational, and governance performance indicators.

| Element 2 | Non Acadomia | Cabaalan  | Ctudant Coola |
|-----------|--------------|-----------|---------------|
| rigure 5. | Non-Academic | SCHOOL OF | Sludent Goals |
|           |              | 000000    |               |

| Specific Goal  | 2020-2021 | 2021-2022 | 2022-2023 |
|--|-----------|-----------|-----------|
| Orientation Tasks:<br>Percentage of<br>onboarding tasks<br>complete within one<br>week of student<br>enrollment date.                    | 90%       | 100%      | 100%      |
| Data Source: Maestro   |           |           |           |
|  |           |           |           |
| Parent Satisfaction:Percentage ofpositive responsesgiven in annualparent survey.Data Source: ParentSatisfaction Survey                   | 75%       | 80%       | 85%       |
| Student Retention:<br>Percentage of<br>students returning as<br>reported at the<br>beginning of the<br>school year.<br>Data Source: DASL | 70%       | 75%       | 80%       |

# Figure 3B. Non-Academic School Goals - Financial

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

| a suite dite       | 1 4 C - 1 1      |                   |
|--------------------|------------------|-------------------|
| periodic           | but the School   | and significant   |
| financial reports  | has instituted   | to the viability  |
| as required by     | remedies that    | of the school, or |
| the sponsor, and   | have resulted in | regardless of the |
| any reporting      | compliance or    | severity of the   |
| requirements if    | prompt and       | failure(s), the   |
| the board          | sufficient       | School has not    |
| contracts with an  | movement         | instituted        |
| Education          | toward           | remedies that     |
| Service provider   | compliance to    | have resulted in  |
| (ESP)              | the satisfaction | prompt and        |
|                    | of the Sponsor.  | sufficient        |
|                    | -                | movement          |
| - On-time          |                  | toward            |
| submission and     |                  | compliance to     |
| completion of      |                  | the satisfaction  |
| the annual         |                  | of the Sponsor.   |
| independent        |                  |                   |
| audit and          |                  |                   |
| corrective action  |                  |                   |
| plans, if          |                  |                   |
| applicable         |                  |                   |
| applicable         |                  |                   |
|                    |                  |                   |
|                    |                  |                   |
| - All reporting    |                  |                   |
| requirements       |                  |                   |
| related to the use |                  |                   |
| of public funds    |                  |                   |
| <u> </u>           | l                |                   |

| Figure 3C. 1 | Non-Academic School Goals - Operational |
|--------------|---|
|--------------|---|

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

| deficiencies in a | timely and/or | made efforts to |
|-------------------|---------------|-----------------|
| timely manner.    | effective.    | <u>remedy</u>   |
|                   |               | deficiencies.   |

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

|   |     | management,<br>including but not<br>limited to:<br>oversight of<br>management that<br>includes holding<br>it accountable<br>for performance<br>expectations that<br>may or may not<br>be agreed to<br>under a written<br>performance<br>agreement   | remedies that<br>have resulted in<br>compliance or<br>prompt and<br>sufficient<br>movement<br>toward<br>compliance to<br>the satisfaction<br>of the sponsor.   | to the viability<br>of the school, or<br>regardless of the<br>severity of the<br>failure(s), the<br>board has not<br>instituted<br>remedies that<br>have resulted in<br>prompt and<br>sufficient<br>movement<br>toward<br>compliance to<br>the satisfaction<br>of the sponsor.   |
|---|-----|---|--|--|
| Is the school<br>complying with<br>reporting<br>requirements? | N/A | The school<br>materially<br>complies with<br>applicable laws,<br>rules,<br>regulations, and<br>provisions of the<br>contract relating<br>to relevant<br>reporting<br>requirements to<br>the school's<br>sponsor, State<br>Education<br>Agency (SEA),<br>district education<br>department,<br>and/or federal<br>authorities,<br>including but not<br>limited to:<br>- Accountability<br>tracking | The school has<br>failed to<br>implement the<br>program in the<br>manner<br>described above;<br>that failure(s)<br>were material,<br>but the board has<br>instituted<br>remedies that<br>have resulted in<br>compliance or<br>prompt and<br>sufficient<br>movement<br>toward<br>compliance to<br>the satisfaction<br>of the sponsor. | The school<br>failed to<br>implement the<br>program in the<br>manner<br>described above;<br>the failure(s)<br>were material<br>and significant<br>to the viability<br>of the school, or<br>regardless of the<br>severity of the<br>failure(s), the<br>board has not<br>instituted<br>remedies that<br>have resulted in<br>prompt and<br>sufficient<br>movement<br>toward<br>compliance to<br>the satisfaction<br>of the sponsor. |

|  |     | - Attendance and<br>enrollment<br>reporting   |   |  |
|--|-----|---|---|--|
|  |     | - Compliance<br>and oversight   |   |  |
|  |     | - Additional<br>information<br>requested by the<br>Sponsor  |   |  |
| Is the school<br>handling<br>information<br>appropriately? | N/A | The school<br>materially<br>complies with<br>applicable laws,<br>rules,<br>regulations, and<br>provisions of the<br>contract relating<br>to the handling<br>of information,<br>including but not<br>limited to:<br>- Maintaining<br>the security of<br>and providing<br>access to student<br>records under<br>the Family<br>Educational<br>Rights and<br>Privacy Act and<br>other applicable<br>authorities | The school has<br>failed to<br>implement the<br>program in the<br>manner<br>described above;<br>the failure(s)<br>were material,<br>but the board has<br>instituted<br>remedies that<br>have resulted in<br>compliance or<br>prompt and<br>sufficient<br>movement<br>toward<br>compliance to<br>the satisfaction<br>of the sponsor. | The school<br>failed to<br>implement the<br>program in the<br>manner<br>described above;<br>the failure(s)<br>were material<br>and significant<br>to the viability<br>of the school, or<br>regardless of the<br>severity of the<br>failure(s), the<br>board has not<br>instituted<br>remedies that<br>have resulted in<br>prompt and<br>sufficient<br>movement<br>toward<br>compliance to<br>the satisfaction<br>of the sponsor. |

| - Accessing<br>documents<br>maintained by<br>the school under<br>the Public<br>Record law and<br>other applicable<br>authorities |
|--|
| - Transferring of<br>student records   |
| - Proper and<br>secure<br>maintenance of<br>testing materials  |

| In the School   | NT/A      | The acheol        | The school has    | The school        |
|-----------------|-----------|-------------------|-------------------|-------------------|
| Is the School   | N/A       | The school        |                   | The school        |
| complying with  |           | materially        | failed to         | failed to         |
| governance      |           | complies with     | implement the     | implement the     |
| requirements?   |           | applicable laws,  | program in the    | program in the    |
|                 |           | rules,            | manner            | manner            |
|                 |           | regulations, and  | described above;  | described above;  |
|                 |           | provisions of the | that failure(s)   | the failure(s)    |
|                 |           | contract relating | were material,    | were material     |
|                 |           | to governance by  | but the board has | and significant   |
|                 |           | its board,        | instituted        | to the viability  |
|                 |           | including but not | remedies that     | of the school, or |
|                 |           | limited to:       | have resulted in  | regardless of the |
|                 |           |                   | compliance or     | severity of the   |
|                 |           |                   | prompt and        | failure(s), the   |
|                 |           | - Board policies, | sufficient        | board has not     |
|                 |           |                   | movement          | instituted        |
|                 |           |                   | toward            | remedies that     |
|                 |           | - Board bylaws    | compliance to     | have resulted in  |
|                 |           | and Code of       | the satisfaction  | prompt and        |
|                 |           | Regulations       | of the sponsor.   | sufficient        |
|                 |           | _                 |                   | movement          |
|                 |           |                   |                   | toward            |
|                 |           | - State open      |                   | compliance to     |
|                 |           | meetings law      |                   | the satisfaction  |
|                 |           |                   |                   | of the sponsor.   |
|                 |           |                   |                   |                   |
|                 |           | - Code of ethics  |                   |                   |
|                 |           | - Code of ethics  |                   |                   |
|                 |           |                   |                   |                   |
|                 |           | Conflicte of      |                   |                   |
|                 |           | - Conflicts of    |                   |                   |
|                 |           | interest          |                   |                   |
|                 |           |                   |                   |                   |
|                 |           |                   |                   |                   |
|                 |           | - Completion for  |                   |                   |
|                 |           | attendance at     |                   |                   |
|                 |           | meetings          |                   |                   |
| Number of       | 7 or more | 6 meetings.       | 5 meetings.       | 4 or less         |
| meetings held,  | meetings. | c moorings.       | e meetings.       | meetings.         |
| where quorum is | meetings. |                   |                   | moonings.         |
| met.            |           |                   |                   |                   |
|                 |           |                   |                   |                   |

# **Section B: Sponsor Information**

| Organizatio   | <b>n Name:</b> New Philadelphia   | City School District | Organization IRN: 044487 |  |  |  |  |  |  |
|---|---|----------------------|--------------------------|--|--|--|--|--|--|
| Address: 248 Front Ave SW; New Philadelphia, OH 44663 |   |                      |                          |  |  |  |  |  |  |
| Primary Contact                                       |   |                      |                          |  |  |  |  |  |  |
| Name: David Brand Tit                                 |   |                      | intendent                |  |  |  |  |  |  |
| <b>Phone:</b> (330) 364-0600) <b>Emai</b>             |   |                      | dd@npschools.org         |  |  |  |  |  |  |
|   | 1. Identify all internet- or computer-based schools overseen by sponsor. For each of the sponsor's internet- or computer-based community school, provide the following: |                      |                          |  |  |  |  |  |  |

- Name and unique school identifier of each internet- or computer-based community school (in Ohio, the IRN is the unique school identifier)
- Calendar years for which the sponsor provided monitoring and technical assistance for each internet- or computer-based community school

Figure 4: Number of Years

| Unique school<br>identifier | School Name               | First calendar<br>year of<br>sponsorship | Most recent<br>calendar year<br>of sponsorship | Total years of<br>sponsorship |
|-----------------------------|---------------------------|--|--|-------------------------------|
| 000241                      | Quaker Digital<br>Academy | 2003                                     | 2019-2020                                      | 16                            |

# **Section C: Sponsor's Experience with Online Schools**

1. Describe the sponsor's experience with internet- or computer-based community schools. Please indicate the number of internet-or computer-based community schools the sponsor has provided monitoring and technical assistance to since the inception of such activities.

New Philadelphia City Schools has been the sponsor of Quaker Digital Academy ("QDA"), an eschool, since QDA's inception in 2003. Over the 17 years, New Philadelphia Schools has been overseeing, monitoring, and providing technical assistance to QDA. Examples of monitoring and technical assistance over that time include, but are not limited to: compliance, legal updates, site visits, opening assurances, monthly reviews of enrollment and finances, student enrollment and participation, and documentation review.

Throughout these 17 years, the protocols and processes have developed into a finely oiled system of high trust while ensuring the interest of all students. This success can be viewed in terms of the excellent track record of Quaker Digital Academy on the State Report Cards.

2. Describe the sponsor's assessment of the degree to which each of its sponsored internetor computer-based school is meeting the operating standards for online schools and complying with all applicable laws and rules. If applicable, describe the specific steps taken to correct each internet- or computer-based school's compliance with applicable laws and rules in the two most recent evaluation cycles.

New Philadelphia City Schools ensures Quaker Digital Academy meets the operating standards for virtual schools and comply with applicable laws and rules to a very high degree as determined through the sponsor evaluation, sponsor site visits, and additional compliance reporting.

#### A. Sponsor Evaluation

Annually, the District's oversight of school compliance is evaluated by the Ohio Department of Education. As reflected in the last two assessment cycles, QDA's compliance with all applicable laws has been found to be nearly perfect:

- 2017-2018: 250/258 96.9% Compliance Rate
- 2018-2019: 253/255 99.2% Compliance Rate

2017-2018 Steps Taken to Correct Non-Compliance. After being informed that QDA was not in compliance with 8 items, the District created an improvement plan to address these items. A copy of the improvement plan is attached in **Exhibit 1**. Consistent with the improvement plan, the District followed up with QDA on all items of non-compliance. A copy of communications to bring QDA in to compliance are attached in **Exhibit 1**. As explained below, the District reviewed these non-compliance items during its three site visits during the school year. QDA's compliance was identified at those times. Furthermore, during the next compliance cycle, QDA was found compliant with each of the items for which it was found non-compliant during the 2017-2018 school year.<sup>1</sup>

2018-2019 Steps Taken to Correct Non-Compliance. After being informed that QDA was not in compliance with two (2) items, the District created an improvement plan to address these items. A copy of the improvement plan is attached in **Exhibit 2**. Consistent with the improvement plan, the District internally reviewed determinations of non-compliance with its legal counsel. A copy of this communication is attached in **Exhibit 2**. It determined that one finding of non-compliance was inapplicable and one finding of non-compliance was unclear. For the finding that was unclear, the District contacted the Department of Education to understand where the gaps in compliance existed. After this, the District followed up with QDA on of the remaining item for non-compliance and a corrective action plan was developed.

<sup>&</sup>lt;sup>1</sup> Note, the only exception to this is Item 754. However, Item 754 does not apply to QDA – and therefore the determination that QDA was non-compliant was in error. The Department has modified item 754 to clarify that it does not apply to schools like QDA.

### B. Sponsor Site Visits

Additionally, the District's oversight of school compliance and meeting of operating standards is assessed through site visits. A copy of the site visit policy and procedure is attached in **Exhibit 3**.

Regarding operating standards for online schools, one of the District's site visits reviews the School's compliance with all laws and rules and the Sponsor contract was evaluated during last year's site visits, as well as the site visit report informing the school of its compliance. A copy of two of the site visits are attached as a part of **Exhibit 4**. As each law and rule and term of the Contract was reviewed on multiple occasions, the degree of review is extremely high. As represented by the compliance scores issued by the Department, the degree of review is also very thorough.

## C. Additional Compliance Reporting

As an e-school, he District reviews and certifies QDA's plan to service disabled students pursuant to R.C. 3314.28. A copy of the latest plan, as approved, is attached in **Exhibit 5**. Monitoring of compliance is further verified by opening assurances, which are also attached in **Exhibit 5**. In addition to the general compliance requirements, here are some of virtual school-specific requirements monitored on a regular basis.

- Enrollment limits
- Filtering device and software
- Orientation course
- School to Home Communication
- Parent Teacher Conferences
- Access to Student Performance Data
- Opportunities for Face to Face Visits
- Tracking Student Learning Time
- Testing Procedures, Policies, and Protocols
- Testing Location within a fifty-mile radius of student's residence
- Counseling Services
- Instructional Coaching & Testing Assistance within fifty mile radius of student's residence
- Tracking of Student Attendance and Student Engagement
- Annual Report on Servicing Students with Disabilities
- 3. Has the sponsor ever terminated or nonrenewed sponsorship with an internet- or computer-based school? Provide an explanation describing the circumstances leading to the decision to terminate sponsorship for each internet- or computer-based school. Describe specific actions taken by the sponsor and timeline for each action. If the sponsor had not had to terminate or non-renew sponsorship with an internet- or computer-based school, please describe what circumstances would lead to the decision to

# terminate sponsorship and specific actions the sponsor will take including timeline for each action.

New Philadelphia City School District has not terminated or non-renewed an e-school, as it has sponsored the same school, Quaker Digital Academy, for the last 17 years. The circumstances that would lead to the decision to terminate sponsorship are described in the District's Sponsorship Policies and Procedures and the District's sponsorship contract. Each are discussed in turn.

#### A. Policies and Procedures

Intervention, termination and non-renewal decisions are based on the District's sponsorship policies and procedures, attached as **Exhibit 6**. Regarding intervention, the District has an Intervention Policy (SP 7) and an Intervention Process (SP 7.01). The Intervention Policy states the conditions and circumstances that may trigger intervention (including termination). The Policy also states the process for identifying conditions that may trigger intervention, how to investigate conditions, steps for intervening, a timeline for intervention and consequences for not resolving the deficiency. The Intervention Process further elaborates on procedures for the policy. The Intervention Policy is shared annually with the District's community schools.

Regarding Termination, the District has adopted a policy for Termination (Policy 9). The Termination Policy contains criteria for termination, specifies a termination procedure (including timeline), and identifies responsibilities in the event of termination. Significantly, the Termination Policy contains express circumstances for intervention. The Termination Policy is shared annually with the District's community school.

Regarding Non-Renewal, the District has adopted a policy for Non-renewal (Policy 10).

In the event a Termination or Non-Renewal results in closure, the District has adopted a policy for closure (Policy 11) and specific procedures and timelines for implementing closure (Termination Procedure, Financial Difficulty Plan, and Closure/Suspension Procedures). The procedure contains a very specific, thorough, and time-bound process for effectuating closure. The procedure also contains the specific steps the sponsor will take to ensure closure.

#### B. Sponsor Contract

In addition to the foregoing, the Sponsorship Contract specifically outlines the expectations, monitoring processes, and specific actions taken if any type of breach of contract were to occur. Pursuant of state law, the Successor Contract includes 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. This High Stakes Evaluation 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 would inform whether the School's contract would be terminated or non-renewed.

Note further, the District's Sponsorship Contract identifies responsibilities related to closure and contains language that requires the Sponsor to assume closure in the event the School is unable to do so.

# Section C: Operator's Experience with Online Schools - Applicable

Pursuant to conversations with the Department of Education, it is the District's understanding that as proposed, there would be no operator of Quaker Prep. The District remains committed to working with the Department should this understanding change or should it be determined that an operator would exist.

QDA, with which Quaker Prep would partner (but not utilize as an operator), has been operating and overseeing a K-12 online school since 2003. QDA was accountable for the total operation of the digital school which included student recruitment, personnel hiring of Ohio licensed administrators, teachers (HQ), tutors and classified personnel. In addition, QDA was responsible for budgeting, legal compliance, public relations, negotiating for building leases, contracting with curriculum vendors, purchasing and bidding for equipment, inventory, daily operation of programs, data analysis, policy development and procedures for operation. In addition, to researching new technology and assessing curriculum to meet the demands of a fast changing environment.

# Section D: Sponsor's Schools' Records of Academic Performance

The District has sponsored one school, QDA, since 2003-2004. It's academic performance ratings are as follows:

| 2003-2004 | Excellent Rating                           |
|-----------|--|
| 2004-2005 | Effective Rating                           |
| 2005-2006 | Excellent Rating                           |
| 2006-2007 | Effective Rating                           |
| 2007-2008 | Effective Rating                           |
| 2008-2009 | Excellent Rating                           |
| 2009-2010 | Effective Rating                           |
| 2010-2011 | Excellent with Distinction Rating          |
| 2011-2012 | Effective Rating                           |
| 2012-2013 | (no grades issued)                         |
| 2013-2014 | Graduation Rate – Exceeds Standards on All |
|           | Four Measures (no overall grade issued)    |
| 2014-2015 | Meets Standards                            |
| 2015-2016 | Meets Standards                            |
| 2016-2017 | Performance Index – "D" <sup>2</sup>       |
| 2017-2018 | Meets Standards                            |
| 2018-2019 | Exceeds Standards                          |
|           |  |

<sup>1</sup> Note, QDA did not receive the Dropout Prevention Recovery Report Card for this year as it's percentage of non-high school students exceeded 50%. Part of the reason for requesting this application is so that QDA can focus on High School Students and Quaker Prep can focus on non-high school students

<sup>&</sup>lt;sup>2</sup> Note, QDA did not receive the Dropout Prevention Recovery Report Card for this year as it's percentage of nonhigh school students exceeded 50%. Part of the reason for requesting this application is so that QDA can focus on High School Students and Quaker Prep can focus on non-high school students.

# Section E: Operator's Affiliated Schools' Records of Academic Performance Applicable

Pursuant to conversations with the Department of Education, it is the District's understanding that there would be no operator of Quaker Prep. The District remains committed to working with the Department should this understanding change or should it be determined that an operator would exist.

# Section F: Alignment to iNACOL National Standards for Quality Online Programs

|   | <ul> <li>5 Exemplary: a model of best practice as related to this criterion</li> <li>4 Accomplished: excellent implementation; comparable to other examples</li> </ul>   |           | q                |           |            |           |               |                             |
|---|--|-----------|------------------|-----------|------------|-----------|---------------|-----------------------------|
|   | <b>3 Promising:</b> good implementation; however, somewhat lacking in depth or detail  | ry        | ishe             | 5.0       | ite        | 50        |               |                             |
|   | <b>2 Incomplete:</b> partial implementation of this criterion; additional work needed; good start  | Exemplary | Accomplished     | Promising | Incomplete | Confusing |               |                             |
|   | 1 <b>Confusing:</b> not obvious; more work needed; not a good example  | Exer      | Acc              | Pror      | Inco       | Con       |               |                             |
|   | <b>N/A Not Applicable:</b> Some standards may not apply to all types of programs   | S -       | 4 -              | 3 -       | 2 -        | 1         | N/A           | NAL                         |
| Α | Mission statement — A mission statement of a quality online program clearly<br>conveys its purpose and goals. It serves as the basis for the program's day-to-day<br>operations, as well as a guide for its strategic plans for the future.<br>Communication between and buy-in from stakeholders is a critical component<br>of a mission statement.   |           |                  |           |            |           | INSTITUTIONAL |                             |
|   | States the purpose of the organization. Is clear and concise in articulating who the organization is, what it does and whom it serves.   | 5         | 4                | 3         | 2          | 1         | N/A           |                             |
|   | Indicates that online learning is the focus of the organization.   | 5         | $( \mathbf{A} )$ | 3         | 2          | 1         | N/A           |                             |
|   | Demonstrates a commitment to measurable quality and accountability.  | 3         | 4                | 3         | 2          | 1         | N/A           |                             |
|   | Reflects involvement of key stakeholders.  | 5         | (4)              | 3         | 2          | 1         | N/A           |                             |
|   | Is made available to the public.   | 5         | 4                | 3         | 2          | 1         | N/A           |                             |
|   | Is reviewed periodically by program leadership.  | 5         | 4                | 3         | 2          | 1         | N/A           |                             |
|   | Comment/Evidence:<br>Quaker Prep Mission: Quaker Prep's mission would be to enhance and facilitate student learning by combining<br>state-of-the-art digital curriculum and instruction with access to local school resources that complement that<br>instruction and prepare students to become lifelong learners and productive citizens.<br>Quaker Prep Educational Philosophy: Quaker Prep will operate on the belief that the target student population can<br>best be served through educational offerings that are home-based or that include traditional and non-traditional<br>experiences that are selected on the basis of each particular student's educational needs and interests and the<br>student's past experiences and levels of academic achievement. Thus, Quaker Prep will strive to take students at<br>their current academic levels, build upon that foundation, and increase achievement at developmentally appropriate<br>rates and levels. Quaker Prep will achieve this with the assistance of technology and competent instructors. The<br>ultimate goal is to provide applicable skills that will allow students to be lifelong learners and intelligent decision-<br>makers. Another important factor woven into Quaker Prep is the belief that effective education is a cooperative<br>venture between the students, teachers, support staff, and the primary caregivers. Furthermore, in many instances<br>Quaker Prep, community organizations, and social services can provide valuable support. In short, a tearning<br>process is critical to the success of this program. The educational offerings of Quaker Prep will refine and<br>augmented on an ongoing basis.<br>Quaker Prep's Beliefs: our core beliefs are succinctly stated as follows:<br>The efficient delivery of educational services and resources is critical to our mission. |           |                  |           |            |           |               | can<br>s at<br>priate<br>he |

| _ |                             |  |
|---|-----------------------------|--|
|   | *                           | 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.  |
|   | ~                           | ,  |
|   | ~                           | 5  |
|   | *                           |  |
|   | and Qu                      | es and grades of students will be specifically outlined in the contract between New Philadelphia City Schools taker Prep. Furthermore, contract will specify the purpose or why of the school as well as the characteristics students.   |
|   | Teache<br>missior           | ssion and vision are shared in orientation meetings, school mailings, handbooks, and on the school website.<br>ers and school staff also relay expectations during their weekly communication contacts with families. The<br>is more than words; it is the foundation of the entire program. The Board of Directors will review the mission<br>ion periodically to ensure accuracy against actual practices.   |
|   | and em<br>Associa<br>Langua | Prep will use data to analyze the effectiveness of the mission and vision including feedback from parent aployee satisfaction surveys and results of the state accountability system. The Northwest Evaluation ation, also known as MAP testing, is an evaluation test to see where a student is academically. It advances in age Arts, Reading, Math, and Science. This tool is used to represent academic growth and uses a "RIT Scale" rmine educational levels. Ohio's State Tests will also be used to determine academic progress. |
|   |                             |  |

| B            | Governance – Governance is typically provided by a Board of Directors, an<br>Advisory Board or a School Board. In a quality online program, governance<br>and leadership work hand-in-hand, developing the operational policies for the<br>program and its leadership and staff.   |   |   |   |   |   |     |  |
|--------------|--|---|---|---|---|---|-----|--|
| $\checkmark$ | Members are knowledgeable about K12 online learning<br>and/or receive appropriate training after joining the<br>governing board.   | 5 | 4 | 3 | 2 | 1 | N/A |  |
|              | Supports the organization by securing necessary resources.   | 5 | 4 | 3 | 2 | 1 | N/A |  |
| $\checkmark$ | Fulfills the role defined for it in the by-laws of the institution.  | 5 | 4 | 3 | 2 | 1 | N/A |  |
| $\checkmark$ | Collaborates with program leadership to implement policies<br>and procedures that are in compliance with state<br>educational statutes and/or regional accrediting agencies.   | 5 | 4 | 3 | 2 | 1 | N/A |  |
| $\checkmark$ | The legal status of the online program is clearly defined with no ambiguities in ownership, control, or responsibility.  | 5 | 4 | 3 | 2 | 1 | N/A |  |
|              | Comment/Evidence:<br>The proposed Board will meet the requirements stated<br>above.<br>The proposed Board will use NEOLA to update and approve<br>the board policies and guidelines on a monthly basis. The<br>use of an online Board Docs program allows for public<br>access to all key school policies and procedures.<br>The school status and the roles of the Board of Directors will<br>be clearly explained in the Successor Community School<br>Sponsorship Contract. |   |   |   |   |   |     |  |

| C       Leadership – The leadership of a quality online program is accountable to the program's governance body and is responsible for setting and meeting the operational and strategic goals in support of the program's mission and vision statements.         ✓       Is responsible for meeting the organization's annual goals and communicating these goals to its constituents.       ⑤       4       3       2       1       N/A         ✓       Is responsible for meeting the organization's annual goals and communicating these goals to its constituents.       ⑤       4       3       2       1       N/A         ✓       Maintains a disciplined knowledge of its future with projections of income, expense, enrollment, and trends in its educational and business environment.       ⑤       4       3       2       1       N/A         ✓       Provides a productive collaborative environment for learning and work, and the leadership necessary to plan both day-to-day operations and the long-term future of the online program.       5       ④       3       2       1       N/A         ✓       Verifies that measures are in place to ensure quality, integrity and validity of information.       5       ④       3       2       1       N/A         ✓       Verifies that measures are in place to ensure quality.       ⑤       4       3       2       1       N/A         ✓       Verifies that measures are in place to ensure payles. |
|--|
| program's governance body and is responsible for setting and meeting the operational and strategic goals in support of the program's mission and vision statements.         ✓       Is responsible for meeting the organization's annual goals and communicating these goals to its constituents.  |
| program's governance body and is responsible for setting and meeting the operational and strategic goals in support of the program's mission and vision statements.         ✓       Is responsible for meeting the organization's annual goals and communicating these goals to its constituents.  |
| annual report that reflects the previous year's outcomes, as<br>well as presenting the upcoming year's school improvement  |

|              | Is developed that addresses 3-5 years of actions and has<br>been approved by the program's leadership and<br>governance.   | $\bigcirc$  | 4   | 3   | 2  | 1   | N/A                              |
|--------------|--|---|---|---|--|---|----------------------------------|
| $\checkmark$ | Is updated on a regular basis (at least every 3-5 years) and includes historical data, baseline information, trend data,   | 6   | 4   | 3   | 2  | 1   | N/A                              |
|              | and projections, allowing data-driven decision-making<br>Addresses the requirements for resources that effectively<br>and efficiently serve their students and faculty, including<br>curriculum, technology, support, professional development,<br>and fiscal viability.   | 5   | 4   | 3   | 2  | 1   | N/A                              |
|              | Organizational Goals   |   |   |   |  |   |                                  |
| /            | Are aligned with the strategic plan.   | 5   | 4   | 3   | 2  | 1   | N/A                              |
| /            | Are updated annually based on past year's accomplishments.   | 5   | 4   | 3   | 2  | 1   | N/A                              |
| /            | Are shared and supported throughout the organization.  | 5   | 4   | 3   | 2  | 1   | N/A                              |
|              | Comment/Evidence:  |   |   |   |  | -   | 1                                |
|              | The Leadership Team will develop a plan including professio<br>opportunities to build and provide and exceptional elementar<br>Data and stakeholder feedback will be used to develop the it<br>The Ohio Improvement Process will be utilized to monitor and<br>additional professional development is required to continue to<br>determine its effectiveness and alignment to state assessme<br>Monthly mandatory meetings will be held by administration to<br>strategic plan. This type of baseline data and protocols will e<br>growth.                           | y progra<br>ems dis<br>d keep t<br>o improv<br>nts. | am full of<br>cussed a<br>rack of v<br>ve. Curr<br>and supp | opport<br>above.<br>vhat is v<br>iculum v | unities fo<br>working<br>will be e<br>goals es | or learn<br>and wh<br>valuate<br>stablish | ing.<br>at<br>d to<br>ied in the |
|              |  |   |   |   |  |   |                                  |
| 1            | Organizational Staffing – A quality online pro<br>levels of staffing are critical to the success of  |   |   |   |  |   |                                  |
| ]            |  | an or<br>their p                                    | nline p<br>perforr  | rogra<br>nance                            | m. St<br>e goal                                | aff sh<br>s, and                          | ould                             |
|              | levels of staffing are critical to the success of<br>be well-trained in order to successfully meet<br>provided with appropriate levels of support, r<br>management.<br>Sufficient professional, administrative and support staff are<br>provided to carry out the mission and annual organizational<br>goals.  | an or<br>their p                                    | nline p<br>perforr  | rogra<br>nance                            | m. St<br>e goal                                | aff sh<br>s, and                          | ould                             |
|              | levels of staffing are critical to the success of<br>be well-trained in order to successfully meet<br>provided with appropriate levels of support, r<br>management.<br>Sufficient professional, administrative and support staff are<br>provided to carry out the mission and annual organizational<br>goals.<br>Ongoing training and support are provided to the staff to<br>carry out the mission of the program.  | an or<br>their p<br>esour                           | nline p<br>perforr<br>ces, fe                               | rogra<br>nance<br>eedba                   | m. St<br>e goal<br>ack an                      | aff sh<br>s, and<br>d                     | ould<br>d are                    |
|              | levels of staffing are critical to the success of<br>be well-trained in order to successfully meet<br>provided with appropriate levels of support, r<br>management.<br>Sufficient professional, administrative and support staff are<br>provided to carry out the mission and annual organizational<br>goals.<br>Ongoing training and support are provided to the staff to   | an or<br>their p<br>esour                           | nline p<br>perforr<br>rces, fe                              | rogra<br>nance<br>edba                    | m. St<br>e goal<br>ack an                      | aff sh<br>s, and<br>d                     | ould<br>d are<br>N/A             |
|              | <ul> <li>levels of staffing are critical to the success of be well-trained in order to successfully meet provided with appropriate levels of support, r management.</li> <li>Sufficient professional, administrative and support staff are provided to carry out the mission and annual organizational goals.</li> <li>Ongoing training and support are provided to the staff to carry out the mission of the program.</li> <li>Clearly defined roles and responsibilities are evident to create a collegial team to assure effective delivery of quality</li> </ul> | an or<br>their p<br>esour                           | hline p<br>perforr<br>ces, fe<br>4<br>4                     | rogra<br>nance<br>edba<br>3<br>3          | m. St<br>e goal<br>ack an<br>2<br>2            | aff sh<br>s, and<br>d<br>1                | N/A<br>N/A                       |

|        | Quaker Prep will conduct regular staff meetings both in persoZoom. Many of these meetings will be conducted by staff mfor their students. The Principal will keep staff up to date thrInstructional Supervisors and teachers will benefit from onlinePublic School Works Program.Teacher professional learning is critically important in ensuririn a virtual environment and addressing the Ohio Learning StThe school will use the National Standards for Quality Onlinestudent learning, as guides for pinpointing necessary teacherrequirements.Evaluations of staff will occur on an annual basis. Full time irOhio Teacher Evaluation System with a revised rubric that coleaders will meet with part-time employees twice a year to goperformance. In addition, on-going professional developmentsupport teacher learning and trends in technology. | embers<br>ough th<br>e trainin<br>ng that t<br>andards<br>Teachi<br>skills a<br>nstructo<br>onsiders<br>over a | to share<br>e online<br>g of man<br>he staff i<br>s in their<br>ng publis<br>nd profe<br>rs will pa<br>s the onlin<br>review a | e ideas<br>portal v<br>datory<br>s optim<br>daily in<br>shed by<br>ssional<br>urticipation<br>ne envi<br>nd prov | and stra<br>regulation<br>ally effet<br>struction<br>iNACO<br>develop<br>e in a ver<br>ronmen<br>vide feet | tegies t<br>stro.<br>ons thro<br>ctive at<br>hal prac<br>L for fac<br>oment<br>ersion of<br>t. Schoo<br>dback o | hat work<br>ugh<br>teaching<br>tice.<br>cilitating<br>f the<br>ol<br>f their |   |  |
|--------|--|--|--|--|--|---|--|---|--|
|        | The school will conduct administrative meetings, team members will evaluate review professional  |  |  |  |  |   |  |   |  |
|        | development needs, teaching staff evaluations, job description   |  |  |  |  |   | nbers.   |   |  |
|        |  |  |  |  |  |   |  |   |  |
| F      | Organizational Commitment – In a quality online program governance,<br>leadership and staff are responsible for creating an organization that<br>demonstrates a commitment to attaining the program's goals and mission<br>statement. Everyone with the organization understands the mission statement<br>and words to achieve it.   |  |  |  |  |   |  |   |  |
|        | Activities and accomplishments of the organization are   | (5)  | 4  | 3  | 2  | 1   | N/A  | ] |  |
| ✓<br>✓ | aligned to the mission statement.<br>Programs that function under the authority of another<br>educational organization have a demonstrated commitment<br>from the parent organization to support the implementation<br>and ongoing operation of this program.<br>Sustainability of the program is articulated through strategic<br>and operational planning and implemented through ongoing<br>operations (e.g. commitment to sustainable funding,<br>maintaining quality staff, and compliance with applicable  | 5  | 4  | 3 3 3  | 2 2 2 2  | 1 1 1   | N/A<br>N/A   |   |  |
|        | educational statutes).   |  |  |  |  |   |  |   |  |
|        | Is accredited by a recognized accrediting body.  | 5  | (4)  | 3  | 2  | 1   | N/A  |   |  |
|        | Comment/Evidence:         School administration will meet regularly with staff both virtually and in person to discuss progress, goals, issues, and changes to existing practices. These are held to promote and protect the mission of the school. In addition, communication among staff, students, and families are encouraged and required to connect and establish buy-in to all policies and regulations.         The mission statement is more than a few sentences written and distributed on marketing brochures and websites. It is the intention of the administration to fully sustain this philosophy inside and outside of the online environment.         Quaker Prep will be a State of Ohio K-8 accredited public digital school servicing students across the state  |  |  |  |  |   |  |   |  |
| G      | at no cost to parents.<br>Financial and Material Resources – A quality<br>financial and material resources to accomplis<br>These resources are appropriately planned f<br>business practices.  | sh the   | missi  | on of  | the or   | ganiz   | ation.   |   |  |

| $\checkmark$ | Are available to assure a quality educational experience in<br>alignment with the organization's mission statement.  | 5                | 4        | 3        | 2          | 1        | N/A   |   |  |  |  |
|--------------|--|------------------|----------|----------|------------|----------|-------|---|--|--|--|
| $\checkmark$ | Are managed in a responsible manner according to<br>prescribed budget and accounting principles.   | $\bigcirc$       | 4        | 3        | 2          | 1        | N/A   |   |  |  |  |
|              | Are allocated in support of mission statement that   | (5)              | 4        | 3        | 2          | 1        | N/A   | ] |  |  |  |
|              | demonstrates sustainability over time.     2     1     1N/A       Comment/Evidence:  |                  |          |          |            |          |       |   |  |  |  |
|              | <ul> <li>Student achievement will be the primary consideration of the allocation of fiscal resources for Quaker Prep. Annually the Board of Directors will prepare and approve a balanced budget. This budget will be aligned with the mission and vision of the school. The budget will be reviewed and approved at a regularly scheduled meetings. The budget will align with the mission statement and the strategic plan.</li> <li>Quaker Prep operational budget will be primarily funded through ADM funding and related funding provided by the state pursuant to Section 3314.08 of the Ohio Revised Code. 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.</li> <li>In the event that Quaker Prep experiences financial difficulties that threaten the continued operation of the school, both Quaker Prep and New Philadelphia City Schools shall seek collaborative strategies for remedying such difficulties. More details are available on page 33 of Successor Community School Sponsorship Contract.</li> </ul> |                  |          |          |            |          |       |   |  |  |  |
|              |  |                  |          |          |            |          |       |   |  |  |  |
| Η            | Equity and Access – A quality online program's policies and practice support<br>students' ability to access the program. Accommodations are available to meet<br>a variety of student needs.   |                  |          |          |            |          |       |   |  |  |  |
| $\checkmark$ | Policies clearly state eligibility requirements for the program.   | $\overline{(5)}$ | 4        | 3        | 2          | 1        | N/A   | 1 |  |  |  |
| $\checkmark$ | Policies and practices are in place that provide<br>accommodations for students with disabilities.   | Ø                | 4        | 3        | 2          | 1        | N/A   |   |  |  |  |
| $\checkmark$ | Ensures that students have equitable access to the program (5) 4 3 2 1 N/A   |                  |          |          |            |          |       |   |  |  |  |
|              | Comment/Evidence:<br>The eligibility requirements for Quaker Prep will be clearly stated on the school website, in the school handbooks, during informational orientations, and also a part of the enrollment process. Families who indicate their student has special needs will be referred to the placement department and the Director of Special Services to ensure appropriate program placement for the student. All students with disabilities will be offered enrollment at QDA regardless of disability; the Quaker Prep staff will provide accommodations, modifications, and special education services according to each student's IEP or Section 504 Plan.<br>The Board of Directors and CEO will work collaboratively to ensure students equitable access to the program. Federal and State laws require all public schools to provide students, regardless of disability, race, ethnicity, gender, or native language, with an equal opportunity to participate in and benefit from the school's education program.  |                  |          |          |            |          |       |   |  |  |  |
|              | Families' native language is collected during the enrollment process on the State Language Survey. If a language other than English is indicated on this survey, students will be screened for language proficiency level. If student is not English proficient, services will be provided according to proficiency level.   |                  |          |          |            |          |       |   |  |  |  |
|              | Transact is the program that is used to convert all communica speaking caretaker can understand.   | ation into       | the lan  | guage ir | n which i  | non-Eng  | llish |   |  |  |  |
|              | Quaker Prep will utilize NEOLA and independent legal couns best practices and law.   | el to dev        | elop and | d update | e policie: | s that m | atch  |   |  |  |  |
|              |  |                  |          |          |            |          |       |   |  |  |  |
| Ι            | Integrity and Accountability – In a quality onli<br>transparent in its management of the program   |                  | •        |          |            |          | у     |   |  |  |  |

|              | information on progress towards attainment   |                    |             |            |          | n polic   | ies       |                   |
|--------------|--|--------------------|-------------|------------|----------|-----------|-----------|-------------------|
|              | and standards, and achievement of student  | learnir            | ng out      | come       | s.       |           | -1        |                   |
| $\checkmark$ | The online program discloses accurate information relating<br>to its mission, accreditation, courses and programs,     |                    |             |            |          |           |           |                   |
|              | services, policies, fees, recruitment processes and  | (5)                | 4           | 3          | 2        | 1         | N/A       |                   |
|              | incentives, and other factors considered important to  |                    |             | 5          | -        | 1         | 1 1/11    |                   |
|              | prospective and current students and stakeholders.   |                    |             |            |          |           |           |                   |
| $\checkmark$ | The program results in learning appropriate to the rigor and<br>breadth of the course, program, or diploma completion  | (5)                | 4           | 3          | 2        | 1         | N/A       |                   |
|              | requirements.  |                    | -           | 5          | 2        | 1         | 1 1/11    |                   |
|              | Comment/Evidence:  |                    |             |            |          |           |           |                   |
|              | The school will use a learning management system called M  | aestro to          | nush o      | ut notific | cations  | related t | o the     |                   |
|              | program. Other means of communication will be delivered v  |                    |             |            |          |           |           |                   |
|              | and through weekly telephone conversations. Students will be   |                    |             |            |          |           |           |                   |
|              | opportunities to develop a graduation, college, and career pa<br>student success daily.                                | athways.           | Instruct    | tional Si  | uperviso | ors mon   | itor      |                   |
|              |  |                    |             |            |          |           |           |                   |
|              | Curriculum will be adopted and approved each year to check   |                    |             |            |          |           |           |                   |
|              | curriculum review team will be developed to continue to mon<br>throughout the year.                                    | itor rigor         | and alig    | nment      | of state | standar   | ds        |                   |
|              |  |                    |             |            |          |           |           |                   |
| T            | Curriculum and Course Design A quality of  | nlina n            | roaro       |            | hove     | 0.110     | 11        | [                 |
| J            | Curriculum and Course Design – A quality o   |                    |             |            |          |           |           |                   |
|              | thought-out approach to its curriculum and c<br>its own courses and/or licenses curriculum fi                          |                    |             |            |          |           |           |                   |
| /            | Has clearly stated and attainable educational goal.  |                    |             |            |          |           |           |                   |
| <b>√</b>     |  | (5)                | 4           | 3          | 2        | 1         | N/A       |                   |
| $\checkmark$ | Is clear and coherent in its organization.   | (5)                | 4           | 3          | 2        | 1         | N/A       |                   |
| $\checkmark$ | Utilizes quality instructional materials and appropriate technology that enable and enrich student learning.           | (5)                | 4           | 3          | 2        | 1         | N/A       |                   |
|              | Demonstrates rigorous course content   | $\overline{(5)}$   | 4           | 3          | 2        | 1         | N/A       |                   |
|              | Provides for high degree of interaction between teacher,   |                    | $\mathbf{}$ |            |          |           |           |                   |
| $\checkmark$ | learners, parents, and among learners themselves.  | 5                  | (4)         | 3          | 2        | 1         | N/A       |                   |
|              | Embeds critical thinking, problem solving, analysis,   | (5)                | 4           | 3          | 2        | 1         | N/A       |                   |
|              | integration, and synthesis abilities in learning activities.<br>Meets requirements of appropriate state or national    | $\mathbf{X}$       |             |            |          | 1         | 1 1/11    |                   |
| $\checkmark$ | standards, including applicable end of course assessments.   | 5                  | 4           | 3          | 2        | 1         | N/A       |                   |
|              | Meets requirements of accessibility for individuals with   | $\overline{(5)}$   | 4           | 3          | 2        | 1         | N/A       | ning              |
|              | disabilities.  | $\mathbf{X}$       |             |            |          |           |           | arni              |
| $\checkmark$ | Meets requirements of copyright and fair use.  | (5)                | 4           | 3          | 2        | 1         | N/A       | Le                |
|              | Is designed to accommodate different learning styles.  | $( \mathfrak{I} )$ | 4           | 3          | 2        | 1         | N/A       | Teaching and Lear |
| $\checkmark$ | Is designed with consideration for time and place limitations of students.   | (5)                | 4           | 3          | 2        | 1         | N/A       | ing               |
|              | Comment/Evidence:  | $\sim$             |             | 1-         |          |           |           | ach               |
|              |  |                    |             |            |          |           |           | Teâ               |
|              | The intended courses are created from the same research-b  |                    |             |            |          |           |           |                   |
|              | with the goal to make the technology disappear, and enable, content. Quaker Prep understands that clear guidelines and |                    |             |            |          |           | course    |                   |
|              | development of quality online courses, helping ensure international  |                    |             |            |          |           | ss, and   |                   |
|              | the appropriate use of intellectual property. Lincoln Learning   | , Odysse           | eyware,     | and Edi    | mentum   | are a fe  | ew of the |                   |
|              | partners providing quality courses for the students. These ve  |                    |             |            |          |           |           |                   |
|              | objectives for each unit and lesson. All of these vendors me<br>aligned to ISTE standards.                             | er an acc          | realted     | euucati    | unal rec | laneme    | ni and    |                   |
|              |  |                    |             |            |          |           |           |                   |
|              |  |                    |             |            |          |           |           |                   |

|              | All intended will courses align to state and national standards, which themselves served as the foundation of  |            |         |         |           |           |      |  |  |  |
|--------------|--|------------|---------|---------|-----------|-----------|------|--|--|--|
|              | rigorous and relevant course content. Goals and objectives as well as assessments for each unit is available for students. Each lesson provide a clear and coherent instructional sequence that includes   |            |         |         |           |           |      |  |  |  |
|              | motivation, instruction, activity and practice, review, and asse   |            |         | a seque | ence that | ( Include | es   |  |  |  |
|              |  | Someri     |         |         |           |           |      |  |  |  |
|              | Videos will be embedded to serve as a foundation of knowled  |            |         |         |           |           |      |  |  |  |
|              | course includes elements to address diverse learning styles a  |            |         |         |           |           |      |  |  |  |
|              | auditory, and/or hands-on. A variety of engaging multimedia elements and tools are built into every lesson.  |            |         |         |           |           |      |  |  |  |
|              |  |            |         |         |           |           |      |  |  |  |
| Κ            | Instruction – A quality online program takes a   | a com      | prehe   | nsive   | and ir    | ntegra    | ated |  |  |  |
|              | approach to ensuring excellent online teachir  | ng for     | its stu | Idents  | s. This   | s proc    | ess  |  |  |  |
|              | begins with promising practices but is equally   |            |         |         |           |           |      |  |  |  |
|              | improvement and adaptation to student learn  |            |         |         |           |           | nal  |  |  |  |
|              | development.   |            |         |         |           |           |      |  |  |  |
|              | Is grounded in the program's mission, beliefs, and   | ~          |         | 2       | 2         | 1         |      |  |  |  |
| ×            | expectations for student learning.   | 5          | 4       | 3       | 2         | 1         | N/A  |  |  |  |
|              | Is supported by research and best practice.  | 5          | (4)     | 3       | 2         | 1         | N/A  |  |  |  |
|              | Is continually refined based on assessment of stakeholders'  |            |         | 2       | 2         | 1         |      |  |  |  |
| ×            | needs  | 5          | 4       | 3       | 2         | 1         | N/A  |  |  |  |
| $\checkmark$ | Is adaptable to best serve different student learning styles   | (5)        | 4       | 3       | 2         | 1         | N/A  |  |  |  |
| $\checkmark$ | Is sensitive to the cultural differences of students.  | 5          | 4       | 3       | 2         | 1         | N/A  |  |  |  |
| $\checkmark$ | Includes frequent teacher to student interaction, teacher to parent interaction, and fosters frequent student-to-student interaction.  | $\bigcirc$ | 4       | 3       | 2         | 1         | N/A  |  |  |  |
| $\checkmark$ | Is sensitive to time and place limitations of students.  | $\bigcirc$ | 4       | 3       | 2         | 1         | N/A  |  |  |  |
| $\checkmark$ | Faculty hold the required state certifications.  | 5          | 4       | 3       | 2         | 1         | N/A  |  |  |  |
| $\checkmark$ | Faculty are trained in and demonstrate competency in online 5 4 3 2 1 N/A instructional methodologies and learning technologies.   |            |         |         |           |           |      |  |  |  |
| $\checkmark$ | Includes a process to monitor that the work and<br>assessments are competed by the students registered for   | 5          | 4       | 3       | 2         | 1         | N/A  |  |  |  |
|              | the course.  |            |         |         |           |           |      |  |  |  |
|              | Comment/Evidence:         At the core of our mission is to combine 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. Quaker Prep will employ a research-based framework that supports both quality course construction as well as a feedback loop that ensures continuous improvement. Some of our vendors have partnered with NWEA to have immediate intervention for each student upon finding any deficiencies. All courses offered reflect best practices with the use of reading, writing, listening, speaking, and thinking skills build into the learning. Each objective is introduced at the beginning of the lesson with review and measurable assessments along the way. All information is sensitive to the cultural differences of our students. Each course includes active learning elements and the instructional supervisor is available for additional tutoring anytime along the instructional pathway.         Quaker Prep will provide ongoing professional learning for all teachers which address all of the areas with mandatory compliance in accordance to State Laws.         As staff members attend professional conferences, an electronic journal will be initiated to share the experience and learning with all other staff members. Monthly staff meetings will keep staff updated on new trends and learnings.         The course vendors make it easy to create custom courses for each student and to custom assignments to modify courses. Teachers will able to deliver synchronous sessions that are engaging and interactive for all |            |         |         |           |           |      |  |  |  |
|              | students. All teachers will be state certified and allow for stud<br>community events.   | aents to   | come to | gether  | ior famil | y and     |      |  |  |  |

|              | Lesson and assessment content is available online 24 hours every day. Each lesson has been designed to be completed within a specified amount of time, but students have flexibility in completing lessons at their own pace. Instructional supervisors monitor student work and have regularly scheduled meetings with students in which they log their conversation and progress of the student. These regular conversations with the student help build relationships and give the instructional supervisor a better understanding of the level of the student. All State testing is monitored by a person from the Testing Department in accordance with Ohio Testing Regulations.  |                            |                           |                           |                              |                   |     |                   |  |  |
|--------------|---|----------------------------|---------------------------|---------------------------|------------------------------|-------------------|-----|-------------------|--|--|
|              |   |                            |                           |                           |                              |                   |     |                   |  |  |
| L            | Assessment of Student Performance – A qua<br>values student academic performance and ta<br>approach to measuring student achievement<br>assessment measures and strategies that ali<br>learner objectives, with timely, relevant feedb<br>Enables students to monitor their own learning progress.  | akes a<br>. This<br>gn clo | comp<br>inclue<br>sely te | orehei<br>des u<br>o both | nsive,<br>se of r<br>n progr | integr<br>nultipl | е   |                   |  |  |
|              | Enables teachers to adapt their instruction to meet learner   | 5                          | 4                         | 3                         | 2                            | 1                 | N/A |                   |  |  |
|              | needs.<br>Uses multiple methods to assess student performance.  | $\overline{\mathbb{S}}$    | 4                         | 3                         | 2                            | 1                 | N/A |                   |  |  |
|              | Assesses a variety of types of student performance.   |                            |                           | 3                         | 2                            | 1                 |     |                   |  |  |
| ×            | Uses formative assessments to inform instructional practice.  | 5                          | 4                         | -                         |                              |                   | N/A |                   |  |  |
| ×            |   |                            |                           |                           |                              |                   |     |                   |  |  |
| <b>V</b>     | $\frac{1}{3}$ $\frac{1}{4}$ $\frac{1}{3}$ $\frac{1}{2}$ $\frac{1}{1}$ $\frac{1}{1}$   |                            |                           |                           |                              |                   |     |                   |  |  |
| <b>√</b>     | Measures student attainment of the course's educational goals. 4 3 2 1 N/A  |                            |                           |                           |                              |                   |     |                   |  |  |
| $\checkmark$ | Provides for timely and frequent feedback about student progress.   | (5)                        | 4                         | 3                         | 2                            | 1                 | N/A | Support Standards |  |  |
|              | Comment/Evidence:         Maestro is the learning management system that allows students, teachers, and parents to track progress on a daily basis. Instructional supervisors monitor upcoming and missing assignments and communicate with the student on a weekly basis. Students can click on any course title and see a complete list of assignments and course overview.         There are formative review sections throughout each course. Students may use these formative reviews to help with their summative evaluation of the course. The principal has the ability to work with instructional supervisors to enable additional custom assignments with various instructional and assessment types.         Students will be measured district wide using NWEA MAP testing three times a year. These results will be used to differentiate instruction based on the student's academic needs.         Curriculum will be reviewed each year with a team of administrators and curriculum specialists to determine the need for additional courses or course realignment. All student questions and concerns are monitored by an assigned instructional supervisor through cell phone, email, and in person. A student communication log is kept and monitored by the principal on a weekly basis. |                            |                           |                           |                              |                   |     |                   |  |  |
|              |   |                            |                           |                           |                              |                   |     |                   |  |  |
| Μ            | Faculty – A quality online program support th opportunities for them to develop their profes professional development, and technical ass  | sional                     | skills                    | •                         | •                            | entorin           | g,  |                   |  |  |
| $\checkmark$ | Provides and encourages participation in induction and mentoring programs.  | 5                          | 4                         | 3                         | 2                            | 1                 | N/A |                   |  |  |

| /            | Drovides regular feedback regarding teacher performance   |  |  | 1  |   | 1   |                             | 1 |
|--------------|---|--|--|--|---|---|-----------------------------|---|
| $\checkmark$ | Provides regular feedback regarding teacher performance.  | (5)  | 4  | 3  | 2   | 1   | N/A                         |   |
| $\checkmark$ | Provides a wide variety of professional development opportunities.  | 5  | 4  | 3  | 2   | 1   | N/A                         |   |
|              | Provides timely, effective technical support.   | (5)  | 4  | 3  | 2   | 1   | N/A                         |   |
|              | Comment/Evidence:   |  |  |  |   |   | 1                           | 1 |
|              | Quaker Prep Board and Administrators will collaborate with ir<br>numerous ways, including providing an annual staff retreat ar<br>held both virtually and in person to update any educational tro<br>regular and timely feedback on performance and has access  | nd staff l<br>ends or                        | handboo<br>legal reo                           | k. Reg<br>quireme                          | ular staf<br>nts. Sta                       | f meetin<br>Iff receiv                        | igs are                     |   |
|              | Staff reviews will be held annually along with the required Oh teachers. Annually there will be a staff satisfaction survey to other staff, to use to drive program improvements.   |  |  |  |   |   |                             |   |
|              |   |  |  |  |   |   |                             |   |
| N            | Students – A quality online program has stud<br>the various needs of students at different levels of support are appropriate and adequa   | els wit<br>ate for                           | thin th  | e orga                                     | anizati                                     | ion. T  |                             |   |
| $\checkmark$ | Provides on orientation to online learning technologies and<br>successful online student practices.   | 5  | 4  | 3  | 2   | 1   | N/A                         |   |
|              | Provides academic and administrative services to address their academic and developmental needs.  | <b>5</b>                                     | 4  | 3  | 2   | 1   | N/A                         |   |
| $\checkmark$ | Provides support services for individual needs.   | $\overline{\mathbb{S}}$                      | 4  | 3  | 2   | 1   | N/A                         | - |
| $\checkmark$ | Provides access to learning and assessment content, instruction, technologies and resources.  | 5  | 4  | 3  | 2   | 1   | N/A                         |   |
| $\checkmark$ | Establishes standards for teacher to student communication.   |  | (4)  | 3  | 2   | 1   | N/A                         |   |
| $\checkmark$ | Provides timely and meaningful assessment feedback.   | 5  | 4  | 3  | 2   | 1   | N/A                         |   |
| $\checkmark$ | Provides timely, effective technical support  | $\mathbf{\mathfrak{S}}$                      | 4  | 3  | 2   | 1   | N/A                         |   |
|              | Comment/Evidence:   |  |  |  |   |   | 1                           |   |
|              | Students will be provided with an annual student orientation t<br>returning students, different courses, new technologies). All<br>supervisor. A guidance counselor will be available to addres<br>issues. The online system will allow students to view their as<br>help with organization of their studies. Instructional supervise<br>orient and ensure that they have all of the manipulative and r | students<br>s develo<br>signme<br>ors will r | s will be<br>opmental<br>nts each<br>neet with | provide<br>l, life-sk<br>day as<br>n new s | d with a<br>ills, and<br>well as<br>tudents | n instruc<br>child we<br>a calend<br>one on o | ctional<br>elfare<br>dar to |   |
|              | Technicians are available each day to address any electronic  | issues.                                      |  |  |   |   |                             |   |
|              |   |  |  |  |   |   |                             |   |
| 0            | Guidance Services: A quality online program<br>students and parents to ensure success of the<br>the program, these services are either direct<br>service provider, or in the case of supplement<br>be previded by the level of supplement   | ne onl<br>ly prov                            | ine pro<br>vided l                             | ogram                                      | n. Dep<br>progr                             | pendir<br>ram o                               | ng on<br>r a                |   |
| $\checkmark$ | be provided by the local school.<br>Ensures academic advising is provided for students to meet  | 5  | 4  | 3  | 2   | 1   | N/A                         | - |
| $\checkmark$ | requirements of the program and/or school.<br>Provides staff training in the unique student needs of online   | $\overline{(5)}$                             | 4  | 3  | 2   | 1   | N/A                         |   |
| $\checkmark$ | learning.<br>Provides tools and/or information to assist students in<br>determining the appropriateness of specific courses for their<br>academic needs.  | 3  | 4  | 3  | 2   | 1   | N/A                         | • |

| $\checkmark$ | Understands the network of services available to support<br>online learning.  | 5                             | 4                             | 3                                 | 2                                | 1                              | N/A                        |       |
|--------------|---|-------------------------------|-------------------------------|-----------------------------------|----------------------------------|--------------------------------|----------------------------|-------|
|              | Comment/Evidence:   |                               |                               |                                   | 1                                |                                |                            |       |
|              | A counselor will be available through the school to provide co<br>stakeholders. Teachers and staff are instructed to make refe  |                               |                               |                                   | mbers, s                         | students                       | , and                      |       |
|              | The counselor and principal will work collaboratively to ensure enrollment until they exit the program.   | e suppor                      | t for all s                   | students                          | from th                          | e time o                       | f                          |       |
|              | All staff will complete compliance training in recognizing stude<br>how to help them. This training is in conjunction with the required<br>Works.   |                               |                               |                                   |                                  |                                |                            |       |
|              |   |                               |                               |                                   |                                  |                                |                            |       |
| Р            | Organizational Support – A quality online pro<br>to oversee the instructional learning environm<br>technology. Some organizational support se<br>the program and other entities, depending or<br>students are taking their online courses.  | nent as<br>ervices<br>n the p | s it is<br>may                | conve<br>be dis                   | yed th<br>tribute                | rough<br>d betv                | n<br>ween                  |       |
|              | Provides an online learning environment that is appropriately maintained, secure and is a productive and safe work environment for students and staff.  | 5                             | 4                             | 3                                 | 2                                | 1                              | N/A                        |       |
| $\checkmark$ | Provides a work environment consisting of the resources,<br>tools, and organizational policies that enables staff to<br>implement the program's mission, beliefs and objectives.  | 5                             | 4                             | 3                                 | 2                                | 1                              | N/A                        |       |
|              | Quaker Prep will strive to be one of the most comprehensive,<br>academies available. Quaker Prep will bring the school's aca<br>day through the internet. It is also comprehensive, as it will a<br>from one spot in the convenience of their own home.<br>Internet safety is addressed with students and parents and m<br>Quaker Prep will comply with FERPA, and supports all requir<br>Works portal. | ademic p<br>Ilow stuc         | rogram<br>lents an<br>through | right to t<br>d parent<br>the tec | he stude<br>ts to acc<br>hnology | ent 24 h<br>ess eve<br>departm | ours a<br>rything<br>nent. |       |
|              |   |                               |                               |                                   |                                  |                                |                            |       |
| Q            | Parents/Guardians – In a quality online progran integral part in their students' educational faculty, administrators, guidance services, are a quality educational experience for their students.   | life. T<br>nd orga            | hey w                         | ork as                            | s a tea                          | ım wit                         | h                          |       |
| $\checkmark$ | Are provided information about the program, successful<br>online student practices and supportive learning<br>environments.   | 5                             | $\bigcirc$                    | 3                                 | 2                                | 1                              | N/A                        |       |
| $\checkmark$ | Receive timely responses from faculty and staff.  | $\mathbf{G}$                  | 4                             | 3                                 | 2                                | 1                              | N/A                        |       |
| $\checkmark$ | Receive critical information about student progress and are<br>encouraged to communicate with faculty and administrators<br>to best support the online learning student.  | $\overline{\texttt{S}}$       | 4                             | 3                                 | 2                                | 1                              | N/A                        |       |
|              | <b>Comment/Evidence:</b><br>The parent(s)/guardian(s) will have their own accounts to<br>to support their child's learning. This will ensure timely re<br>this parent portal, they will be able to receive critical infor<br>pertinent information, and two-way communication.  | esponses                      | s from o                      | ur staff a                        | and tead                         | hing fac                       | ulty. Th                   | rough |
| -            |   | Drearen Evoluction A guality online pregrem recognized the value of |             |          |           |           |          |                      |
|--------------|---|---|-------------|----------|-----------|-----------|----------|----------------------|
| R            | Program Evaluation – A quality online progra  |   |             |          |           |           |          |                      |
|              | program evaluation. Program evaluation is b   | oth ii  | nternal     | and      | exterr    | nal and   | d        |                      |
|              | informs all processes that effect teaching and  | d lear  | nina. I     | Interr   | nal eva   | aluatio   | ns       |                      |
|              | often are more informal in nature and may pr  |   |             |          |           |           |          |                      |
|              |   |   |             |          |           |           |          |                      |
|              | targeted area of inquiry. External program ev   |   |             |          |           |           |          |                      |
|              | entire program from an objective perspective  | that  | will bri    | ng ac    | dition    | al cre    | dibility |                      |
|              | to the results.   |   |             |          |           |           |          |                      |
| ./           | Conducts ongoing internal evaluations that include regularly  |   |             |          |           |           |          |                      |
| ×            | collecting and analyzing data based on national, state,   | 5   | (4)         | 3        | 2         | 1         | N/A      |                      |
|              | and/or program metrics.   |   |             |          |           |           |          |                      |
|              | Conducts ongoing internal evaluations that include using  | (5)   | 4           | 3        | 2         | 1         | N/A      | ds                   |
|              | clearly articulated measures to evaluate its learners.  |   | -           | 5        |           | 1         | 1 1/11   | dai                  |
| $\checkmark$ | Conducts ongoing internal evaluations that include  |   |             |          |           |           |          | an                   |
|              | determining program success by measuring student achievement and satisfaction based on valid and reliable   | (5)   | 4           | 3        | 2         | 1         | N/A      | St                   |
|              | assessment techniques.  | $\sim$  |             |          |           |           |          | u                    |
|              | Conducts ongoing internal evaluations that include ensuring   |   |             |          |           |           |          | Evaluation Standards |
| $\checkmark$ | students participate in state or national standardized testing,   |   | 4           | 2        |           | 1         | NT/A     | In                   |
|              | as appropriate and evaluating results against state or  | (5)   | 4           | 3        | 2         | 1         | N/A      | N S                  |
|              | national data.  |   |             |          |           |           |          |                      |
|              | Conducts ongoing internal evaluations that include consistently evaluating faculty to assure instructional quality. 5 (4) 3 2 1 N/A   |   |             |          |           |           |          |                      |
|              | consistently evaluating faculty to assure instructional quality, sing clear, consistent policies, measures and procedures $\begin{bmatrix} 5 & 4 \\ 3 & 2 \end{bmatrix}$ $\begin{bmatrix} 1 & N/A \\ 1 & 1 \end{bmatrix}$ |   |             |          |           |           |          |                      |
|              | using clear, consistent policies, measures and procedures   |   |             |          |           |           |          | -                    |
| $\checkmark$ | Conducts ongoing internal evaluations that include reviewing  |   |             |          |           |           |          |                      |
|              | and evaluating courses to ensure quality, consistency with the curriculum, currency, and advancement of the student $3 \ 2 \ 1 \ N/A$   |   |             |          |           |           |          |                      |
|              | learning outcomes.  |   |             |          |           |           |          |                      |
|              | Conducts periodic external evaluations that include   | ~   |             | 2        | 2         | 1         |          |                      |
| $\checkmark$ | validating internal evaluation process and results.   | 5   | (4)         | 3        | 2         | 1         | N/A      |                      |
|              | Conducts periodic external evaluations that include   |   |             |          |           |           |          |                      |
|              | independently assessing progress towards goals, mission   | 5   | 4           | 3        | 2         | 1         | N/A      |                      |
|              | and strategic plan of program.  |   |             | -        | _         |           |          |                      |
|              | Conducts periodic external evaluations that include   | (5)   | 4           | 3        | 2         | 1         | N/A      |                      |
|              | informing an improvement plan for the online program.   |   | $\sim$      |          |           |           |          |                      |
| $\checkmark$ | Communicates evaluation results to program stakeholders.  | 5   | (4)         | 3        | 2         | 1         | N/A      |                      |
|              | Comment/Evidence:   |   |             |          |           |           |          |                      |
|              | Comment/Evidence:   |   |             |          |           |           |          |                      |
|              | Parents or guardians will serve as personal, face-to-face learning coaches responsible for their children's   |   |             |          |           |           |          |                      |
|              | day-do-day activities. All parents will be required to meet with  |   |             |          |           |           |          |                      |
|              | virtually for an orientation course. This course will explain the   | eir resp  | onsidilitie | es and   | now to li | nteract v | with the |                      |
|              | online courses.   |   |             |          |           |           |          |                      |
|              | Quaker Prep will provide courses to allow parents to access   | course  | details a   | nd stud  | dent aca  | demic p   | roaress  |                      |
|              | 24/7 as well as communicate with an instructional supervisor  |   |             |          |           |           |          |                      |
|              | students and parents will be encouraged to contact the school   |   |             |          |           |           |          |                      |
|              | necessary, but teachers also proactively reach out to students  | s once  | a week b    | oy telep | hone.     |           |          |                      |
|              |   | . <del>.</del>  |             |          |           | · .       |          |                      |
|              | The School's education program will be tied to State standard   |   |             |          |           |           |          |                      |
|              | individual levels of academic achievement and move students   |   |             |          |           |           |          |                      |
|              | learning styles. The curriculum will develop basic and applied students participate in the State's program of achievement an  |   |             |          |           |           |          |                      |
|              | follow the goals and objectives of State-approved academic c  |   |             |          |           |           |          |                      |
|              | standards as mandated by the State). The learning opportunit  |   |             |          |           |           |          |                      |
|              | are customized from among those offered by Quaker Prep in   |   |             |          |           |           |          |                      |
|              | The curriculum development process and the training of teach  |   |             |          |           |           |          |                      |
|              | innovative means are ongoing.   |   |             |          |           |           |          |                      |
| 1            |   |   |             |          |           |           |          |                      |

|              | State Support Team assistance will be used as an outside eva have an outside perspective.  | aluator t            | o exami               | ne goal              | s, missi  | ons, and | l to |  |
|--------------|--|----------------------|-----------------------|----------------------|-----------|----------|------|--|
|              |  |                      |                       |                      |           |          |      |  |
| S            | Program Improvement – A quality online prog<br>continual program improvement. Improveme<br>program evaluations.  |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Uses strategic, long-range and operational planning and evaluation to continuously improve its educational programs and services.  |                      | 4                     | 3                    | 2         | 1        | N/A  |  |
| $\checkmark$ | Uses data effectively to drive instructional and management decision-making.   | 3                    | 4                     | 3                    | 2         | 1        | N/A  |  |
| Is base      |  |                      | •                     |                      |           | •        | •    |  |
| $\checkmark$ | Advancement of the program's vision and mission.   | 5                    | 4                     | 3                    | 2         | 1        | N/A  |  |
| $\checkmark$ | Student achievement.   | $\overline{5}$       | 4                     | 3                    | 2         | 1        | N/A  |  |
| $\checkmark$ | Internal and external evaluation.  | 5                    | 4                     | 3                    | 2         | 1        | N/A  |  |
| $\checkmark$ | Current research in the relevant areas.  | 5                    | 4                     | 3                    | 2         | 1        | N/A  |  |
| $\checkmark$ | Promising practices.   | 5                    | 4                     | 3                    | 2         | 1        | N/A  |  |
| Includ       | Includes provisions for:   |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Beta testing and peer review.     5     4     3     2     1     N/A  |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Satisfaction surveys by students, parents, teachers and 5 4 3 2 1 N/A  |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Evaluation of curriculum and instruction as it relates to student achievement.       Image: Construction of the student achievement is the student achievement ac |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Regular online teacher performance evaluations.       5       4       3       2       1       N/A  |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Reviewing and updating policies and procedures.       5       4       3       2       1       N/A  |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Reviewing appropriateness, effectiveness and quality of teaching and learning technologies.       5       4       3       2       1       N/A  |                      |                       |                      |           |          |      |  |
| $\checkmark$ | Regular online course review.54321N/A  |                      |                       |                      |           |          |      |  |
|              | Comment/Evidence:  |                      |                       |                      |           |          |      |  |
|              | As described throughout this document, Quaker Prep will embody the concept of continual improvement, driven by the effective use of all available school data and participant input. The strategic plan is based around improvement, academic achievement, parent satisfaction, and school growth. This plan is presented to the Board of Directors and annually at staff retreats. School improvement includes both goals and action steps for long-term and short-term success.  |                      |                       |                      |           |          |      |  |
|              | changing world. Stakeholder feedback is strongly encouraged<br>communication. School ratings will be taken seriously and dat<br>establish additional goals.  | l throug             | h surve               | /s and p             | personal  |          |      |  |
|              | Data, through collection, will be analyzed and used with resear<br>will be updated annually to meet both iNACOL, state, and national<br>practices in learning and online learning. Internal and external<br>processes, instructional practices, curriculum, and all aspects  | onal sta<br>I consul | andards,<br>Itants wi | as well<br>Il be uti | l as rese | arch on  |      |  |
|              | Quaker Prep will constantly collect feedback on all aspects of satisfaction surveys. Parents and students are always encours school anytime to get clarification or provide feedback.  |                      |                       |                      |           |          |      |  |

Teacher training and evaluation will be completed on a regular basis. Professional development will be offered throughout the year and online for staff. Student and employee handbooks will help to review and access policy and procedures to ensure smooth processes.

All of the areas of school improvement will be on a continuous cycle of review and goals are updated as necessary throughout the school year.

## Section G: Preference for Operators with Previous Experience in Ohio (Not Scored)

#### **Eligibility Requirements**

| Criteria   | Yes | No | Not<br>Applicable |
|--|-----|----|-------------------|
| Applicant meets Ohio definition of an internet- or computer-based community school.  | Z   |    |                   |
| Applicant's sponsor has at least five years of experience overseeing community schools in the state of Ohio.   | Ø   |    |                   |
| Applicant's sponsor has at least three years prior experience<br>overseeing internet- or computer-based community school(s) in the<br>state of Ohio. | 6   |    |                   |
| Applicant's sponsor received an overall rating of "Effective" or higher<br>on its most recent sponsor evaluation, if rated.                          | 6   |    |                   |
| Applicant's proposed enrollment area is within the permitted sponsorship territory outlined in the sponsor's agreement with the Department.          | Z   |    |                   |
| Applicant's operator has at least five years of experience managing community/public charter schools.  |     |    | T                 |
| Applicant's operator has at least three years prior experience managing internet- or computer-based community/public charter schools.                |     |    | 6                 |
| Applicant's operator received an academic performance score of at least 1 point on its most recent operator report.                                  |     |    | 4                 |

#### **Applicant Affirmation**

I attest that the application requesting approval for a new internet- or computer-based community school meets all eligibility requirements listed above.

Name: Donald C. Kemp Position: BOARD PRESIDENT Organization: QUAKER D. GINAL ACADEM? Signature Donald C. Kang Date: 1-15-2020



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#### **Application Scoring**

Each application will be rated using the criteria included in the internet- or computer-based community school application rubric and receive a composite score by adding the scores from each of the sections in the rubric. In addition to the composite score, information pertaining to sponsor and operator experience in terms of statutory compliance will be reviewed. In cases where a section is not applicable, the points per section for the remaining applicable sections shall be adjusted to maintain the same proportional weight within the calculation.

Each applicant's score and related information will be considered by the superintendent of public instruction in making decisions regarding the approval or disapproval of submitted and reviewed applications. The Department will determine annually the minimum threshold of total points earned to be recommended for approval. The superintendent of public instruction may approve up to five applications for new internet- or computer-based community schools to open for the upcoming school-year.

#### Applicant Affirmations

I attest that the information provided on this application is correct and accurate. I understand and agree to comply with all requirements that apply to internet- or computer-based schools.

| Name: Donald & Kemp      | Position: BOARD PRES.DENT |
|--------------------------|---------------------------|
| Signature: Drald C. Komp | Date: 1-15-2020           |

#### **Sponsor Affirmations**

I attest that the information provided on this application is correct and accurate. I understand and agree to comply with all requirements that apply to internet- or computer-based schools.

| Name: DAVID BRAND  | Position: CEO  |
|--|--|
| Signature: 2 A R   | Date: 1-15-2020  |
|  | Operator Affirmations  |
| I attest that the information provided<br>and agree to comply with all require | d on this application is correct and accurate. I understand ments that apply to internet- or computer-based schools. |
| Name:  | Position:  |
| Signature:   | Date:  |
| <b>bio</b> Department<br>of Education  | 9   Internet- or Computer-Based Community School Application   Nov. 2019   |

# EXHIBIT 1

# NEW PHILADELPHIA SCHOOL CITY DISTRICT 2018-2019 SPONSOR QUALITY IMPROVEMENT PLAN

Evaluation. The District is required to create improvement goals for any Quality Practice Item that received a rating score of "2" or lower. The specifies the District's defined improvement process. The District's Improvement Plan is based on its performance on the 2017-2018 Sponsor New Philadelphia City School District (the "District") adopts this internal Sponsor Quality Improvement Plan pursuant to Policy SP-2, Role as Sponsor, which mandates an annual improvement plan and Procedure SP-2.02, Sponsor Improvement Plan and Self-Evaluation Procedure, which District is also required to create improvement goals for any Sponsor Level Compliance item for which it received a rating of "noncompliant."

| Goal             | District's Improvement<br>Goal     | Strategy                   | Action Step(s)   | Person(s)<br>Resnonsible | Deadline | Evidence of            |
|------------------|------------------------------------|----------------------------|--|--------------------------|----------|------------------------|
| 1. Roles and     | Obtain a score of four             | Identify issues with the   | 1. Ensure Guidance on                                  | -                        | March 1, | -201                   |
| Responsibilities | points on Q.P. Rubric <sup>1</sup> | 17-18 Q.P. A.01 rating     | <b>Roles and Responsibilities</b>                      |                          |          | and Responsibilities   |
| (Q.P - A.03)     | section A.03.                      | that led to a score of "2" | was provided prior to the                              |                          |          | Guidance               |
|                  |                                    | and correct to ensure      | first day of school (August                            |                          |          | -Documentation of      |
|                  |                                    | that the District receives | 2018).   |                          |          | providing Guidance     |
|                  |                                    | a score of four points for | a score of four points for 2. Ensure training on roles |                          |          | prior to the first day |
|                  |                                    | the 18-19 evaluation.      | and responsibilities was                               |                          |          | of school              |
|                  |                                    |                            | offered (By November 30,                               |                          |          | -Documentation of      |
|                  |                                    |                            | 2018).   |                          |          | Training offered by    |
|                  |                                    |                            |  |                          |          | March 1, 2019          |

<sup>&</sup>lt;sup>1</sup> "Q.P. Rubric" refers to the 2018-2019 Ohio Department of Education Sponsor Quality Practices Rubric

|   |  |  |  | 2. Onsite<br>Visits (Q.P.<br>D.03)   |
|---|--|--|--|--|
|   |  |  |  | Obtain a score of four<br>points on Q.P. Rubric<br>section D.03.   |
|   |  |  | receives a score of four<br>points for the 18-19<br>evaluation.  | Identify issues that led to<br>a 17-18 Q.P. D.03 rating<br>of "0" and correct to<br>ensure that the District |
| that are three months apart<br>and that collect data from<br>appropriate stakeholder<br>groups. | protocols, and observation<br>guidelines, revise if<br>necessary.<br>5. By May 31, 2019,<br>complete two site visits | conducting onsite reviews,<br>revise if necessary.<br>4. By January 31, 2019,<br>review procedure to<br>implement policy that<br>includes an onsite visit<br>protocol. interview | District's score of "0" on<br>the 17-18 evaluation.<br>2. By December 28, 2018,<br>review ODE's FAQs<br>regarding site visits.<br>3. By January 31, 2019,<br>review policy for | 1. On December 4, 2018,<br>attend ODE's professional<br>development session to                               |
|   |  |  |  | -Superintendent<br>-Board of<br>Education  |
|   |  |  |  | May 31,<br>2019  |
|   |  |  | <ul> <li>FAQs</li> <li>Board Policy</li> <li>Administrative</li> <li>Procedure</li> <li>Site Visit Templates</li> <li>Completed Site Visit<br/>Forms</li> </ul>                | - Email<br>Communication with<br>ODE   |

| 4. Intervention<br>(Q.P D.06)   | Report (Q.P.<br>D.04)   |
|---|---|
| Obtain a score of four<br>points on Q.P. Rubric<br>section D.06.  | points on Q.P. Rubric<br>section D.04.  |
| Identify issues that led to<br>a 17-18 Q.P. D.06 rating<br>of "0" and correct to<br>ensure that the District<br>receives a score of four<br>points for the 18-19<br>evaluation.   | a 17-18 Q.P. D.04 rating<br>of "0" and correct to<br>ensure that the District<br>receives a score of four<br>points for the 18-19<br>evaluation.  |
| <ol> <li>By December 28, 2018,<br/>review and analyze 17-18<br/>evaluation.</li> <li>By January 31, 2019,<br/>review policy for<br/>intervention, revise if<br/>necessary.</li> <li>By January 31, 2019,<br/>review procedure to</li> </ol> | <ol> <li>CONDECEMPTET 4, 2016,<br/>attend ODE's professional<br/>development session to<br/>learn about the District's<br/>score of "0" on the 17-18<br/>evaluation.</li> <li>By December 28, 2018,<br/>review ODE's FAQs<br/>regarding site visit reports.</li> <li>By January 31, 2019,<br/>revise if necessary.</li> <li>By January 31, 2019,<br/>revise if necessary.</li> <li>By January 31, 2019,<br/>review procedure to<br/>implement policy that<br/>includes an onsite visit<br/>protocol, interview<br/>protocols, and observation<br/>guidelines, revise if<br/>necessary.</li> <li>By May 31, 2019,<br/>complete two site visits<br/>that are three months apart<br/>and that collect data from<br/>appropriate stakeholder<br/>groups.</li> </ol> |
| -Superintendent   | -superintendent<br>-Board of<br>Education   |
| May 31,<br>2019   | 2019<br>2019  |
| <ul> <li>Policy</li> <li>Procedure</li> <li>Evidence of<br/>intervention</li> <li>Evidence of<br/>"following up" on<br/>intervention</li> </ul>   | <ul> <li>- Email</li> <li>- Communication with<br/>ODE</li> <li>- ODE's Sponsorship<br/>FAQs</li> <li>- Board Policy</li> <li>- Administrative<br/>Procedure</li> <li>- At least two (2) Site<br/>Visit Reports</li> </ul>  |

| 5. Renewal<br>Decisions<br>(Q.P. E.02)  |   |
|---|---|
| Obtain a score of four<br>points on Q.P. Rubric<br>section E.02.  |   |
| Identify issues that led to<br>a 17-18 Q.P. E.02 rating<br>of "1" and correct to<br>receives a score of four<br>points for the 18-19<br>evaluation.   |   |
| <ol> <li>By December 28, 2018,<br/>review and analyze 17-18<br/>evaluation.</li> <li>By December 30, 2018,<br/>review policy for renewal.</li> <li>By December 30, 2018,<br/>review procedure to<br/>implement policy to be<br/>consistent with quality<br/>practices rubric, revise if<br/>necessary.</li> <li>By January 15, 2019,<br/>complete the renewal<br/>process and ensure that<br/>required items are<br/>completed to obtain a score<br/>of "4".</li> </ol> | implement policy to be<br>consistent with quality<br>practices rubric, revise if<br>necessary.<br>4. By January 31, 2019,<br>ensure any corrective<br>action plan includes<br>specific steps, narratives,<br>and time frames for<br>resolving the deficiency.<br>5. By May 31, 2019, ensure<br>the sponsor "follows up"<br>on identified items of<br>noncompliance. |
| -Superintendent   |   |
| January<br>15, 2019   |   |
| <ul> <li>Policy</li> <li>Procedure</li> <li>Renewal Agreement</li> <li>Board Resolution</li> </ul>  |   |

| 6. Closure         | Obtain a score of four     | Identify issues that led to | 1. By December 28, 2018,     | -Superintendent | January  | - Policy                             |
|--------------------|----------------------------|-----------------------------|------------------------------|-----------------|----------|--------------------------------------|
| Process (Q.P.      | points on Q.P. Rubric      | a 17-18 Q.P. E.05 rating    |                              |                 | 15, 2019 | - Procedure                          |
| E.05)              | section E.05.              | of "0" and correct to       | evaluation.                  |                 |          | - Amended Sponsor                    |
|                    |                            | ensure that the District    | 2. By December 28, 2018,     |                 |          | Contract                             |
|                    |                            | receives a score of four    | draft amendment to current   |                 |          | - Renewal Sponsor                    |
|                    |                            | points for the 18-19        | sponsor contract ensuring    |                 |          | Contract                             |
|                    |                            | evaluation.                 | closure language is          |                 |          | - Board Resolution                   |
|                    |                            |                             | included, revise if          |                 |          |                                      |
|                    |                            |                             | necessary.                   |                 |          |                                      |
|                    |                            |                             | 3. If closure occurs, ensure |                 |          |                                      |
|                    |                            |                             | compliance with Quality      |                 |          |                                      |
|                    |                            |                             | Practices Kubric.            |                 |          |                                      |
| 7. Sponsor         | Obtain a compliant score   | Review the following        | 1. By December 28, 2018,     | -Superintendent | June 30, | -Email                               |
| Level              | for Item S-615 by          | misses from the 17-18       | review noncompliant          |                 | 2019     | communication with                   |
| <b>Compliance:</b> | correcting items for which | school year and work        | school level items from the  |                 |          | QDA                                  |
| The Sponsor        | the sponsor was            | with QDA to rectify         | 17-18 school year.           |                 |          | <ul> <li>Improvement plan</li> </ul> |
| provides           | determined noncompliant    | compliance: Item 177,       | 2. By December 28, 2018,     |                 |          | (if necessary)                       |
| monitoring,        | in the 17-18 Compliance    | 178, 317, 428, 660, 662,    | email QDA identifying        |                 |          | - 2018-2019 School-                  |
| oversight, and     | Evaluation.                | 667, and 754.               | areas of potential           |                 |          | Level Compliance                     |
| technical          |                            |                             | noncompliance.               |                 |          | Worksheet                            |
| assistance to      |                            |                             | 3. If necessary, meet with   |                 |          |                                      |
| schools            |                            |                             | QDA for purposes of          |                 |          |                                      |
| (S-615)            |                            |                             | discussing misses and        |                 |          |                                      |
|                    |                            |                             | placing on a corrective      |                 |          |                                      |
|                    |                            |                             | action plan if items have    |                 |          |                                      |
|                    |                            |                             | not been completed.          |                 |          |                                      |

#### THE NEW PHILADELPHIA CITY SCHOOLS

#### 248 Front Ave. SW New Philadelphia, OH. 44663

Dr. Richard J. Varrati, CEO Quaker Digital Academy 400 Mill Avenue, S.E., Suite 901 New Philadelphia, OH 44663

Re: Corrective Action Plan

Dear Dr. Varrati:

This Corrective Action Plan ("CAP") is provided by New Philadelphia City School District Board of Education (the "District"), as Sponsor of Quaker Digital Academy (the "School") to ensure that the School is compliant with all applicable laws.

The District has determined that the School is non-compliant with several laws and is requiring corrective action to demonstrate compliance. The District has summarized the corrective action required, the date of completion, and the documentation required. If the School believes it is unable to complete the corrective action by the date listed, it should communicate this with the District before acknowledging its understanding.

#### Compliance Item 105

- 1. <u>Corrective Action</u>: Pursuant to O.R.C. 3313.6012, the School is required to adopt a policy governing academic prevention and intervention services. This policy is required to be updated annually. The School's Board has provided Policy 2623 as evidence of compliance. Although the School has provided this Policy, it has not been updated since March 29, 2017 (the 2016-2017 school year). Therefore, the Policy has not been updated during the 2017-2018 school year. Given the lack of guidance from ODE as to whether "annually" shall be interpreted as the fiscal year or the calendar year, the District is requiring this Policy to be updated each fiscal year. Accordingly, the District is requiring you to review Policy 2623 each fiscal year.
- 2. Date of Completion: August 31, 2018
- 3. <u>Documentation of Compliance</u>: (1) Signed Board Minutes reflecting that the School's Board has updated the Policy; (2) an updated policy.

#### **Compliance Item 111**

1. <u>Corrective Action</u>: Pursuant to O.R.C. 3313.6020, the School is required to adopt a policy on career advising. This policy is required to be reviewed and updated at least once every two years. The School's Board has provided Policy 2413 as evidence of compliance. The School provided evidence of this Policy being reviewed and updated on May 13, 2015 (the 2014-2015 school year). The Policy has not been reviewed or updated during the 2015-2016, 2016-2017, or 2017-2018 school years. Accordingly, the District is requiring you to review the Policy at least once every two fiscal years.

- 2. <u>Date of Completion</u>: August 31, 2018
- 3. <u>Documentation of Compliance</u>: (1) Signed Board Minutes reflecting that the School's Board has reviewed and if necessary updated the Policy and (2) the Policy.

#### **Compliance Item 604**

- 1. <u>Corrective Action</u>: Pursuant to O.R.C. 117, the School is required to provide evidence of providing new employee(s) information on means of reporting fraud. While the School provided evidence that new employees received information on means of reporting fraud, this evidence was given on paperwork with New Philadelphia City Schools letterhead. Since Quaker Digital Academy is the employer and not New Philadelphia City Schools, this documentation should be completed on Quaker Digital Academy letterhead. Accordingly, the District is requiring you to submit evidence of providing new employee(s) information on means of reporting fraud on Quaker Digital Academy letterhead as opposed to New Philadelphia City Schools letterhead.
- 2. Date of Completion: August 31, 2018
- 3. <u>Documentation of Compliance</u>: Evidence of providing all new employees information on means of reporting fraud.

#### **Compliance Item 703**

- 1. <u>Corrective Action</u>: Pursuant to O.R.C. 3313.673, the School is required to provide parents/guardians of Kindergarteners and 1st Graders information regarding screening students for hearing, vision, speech, and communication, or medical problems and developmental disorders prior to August 1st of each school year. Although the School provided parents and guardians of Kindergarteners and 1st grades this required information, it was not provided until August 28, 2017. Accordingly, the District is requiring you to provide parents/guardians of Kindergarteners and 1st Graders information regarding screening students for hearing, vision, speech, and communication, or medical problems and developmental disorders prior to August 1 each year.
- 2. Date of Completion: July 31, 2018
- 3. <u>Documentation of Compliance</u>: Copy of notification sent to parents/guardians, including the date sent.

#### Compliance Item 755

1. <u>Corrective Action</u>: Pursuant to O.R.C. 3313.86, the School is required to periodically review all health and safety policies with the governing board to ensure that its policies comply with all federal laws and regulations regarding health and safety applicable to school buildings. Although the School has adopted health and safety policies, the policies were last reviewed on July 14, 2010. Given the lack of guidance from ODE as to the interpretation of "periodically," the District is requiring all health and safety Policies to be reviewed and updated. Accordingly, the District is requiring you to review all health and safety policies.

- 2. Date of Completion: December 31, 2018
- 3. <u>Documentation of Compliance</u>: Signed Board Minutes reflecting that the School's Board has reviewed the policies and adopted revised policies as necessary.

#### Compliance Items 174, 307, 753, & 903

- 1. <u>Corrective Action</u>: Pursuant to the Compliance Component for the Oversight of Schools, the School must provide the District with copies of applicable board-approved policies and evidence of board approval of the policies regarding confidentiality (O.R.C. 3323.02; 3323.07), personal information systems (O.R.C. 1347); corporal punishment (O.R.C. 3319.41), and parental involvement (O.R.C. 3313.472). Although the School has adopted the required policies and has adoption dates on each policy that are consistent with the Board meeting that it purports to have taken action, the Board minutes that reflect the approval of these policies do not include the number and name of each policy reviewed and/or adopted by the School's Board. Accordingly, the District is requiring your Board to re-adopt the policies with minutes reflecting each policy adopted by the School's Board.
- 2. Date of Completion: December 31, 2018
- 3. <u>Documentation of Compliance</u>: Signed Board Minutes reflecting that the School's Board has adopted revised or new policy(ies).

Should you have any questions, do not hesitate to contact me.

Respectfully,

David J. Brand Superintendent/CEO

Follow-up meetings & documentation reviews.

Compliance Item 105, 111, 604, 703, & 755 - Completed on time and satisfactorily - Compliant

8/10/2018 Brand

Superintendent/CEO

Compliance Items 174, 307, 753, & 903 - Completed on time and satisfactorily - Compliant

12/15/2018 David Brand

Superintendent/CEO

#### CORRECTIVE ACTION PLAN 18-19 SCHOOL YEAR

This Corrective Action Plan ("CAP") is provided by New Philadelphia City School District (the "Sponsor") as sponsor of Quaker Digital Academy ("QDA") to ensure that the School is compliant with all applicable laws.

The Sponsor has determined that QDA is non-compliant with several laws and is requiring corrective action to demonstrate compliance. The Sponsor has summarized the corrective action required, the date of completion, and the documentation required. If QDA believes it is unable to complete the corrective action by the date listed, it should communicate this with the Sponsor.

Corrective action items begin on the following page.

#### Compliance with Item 426 - Admission Procedures

Compliance Section: O.R.C. § 3314.06

O.R.C. Description: The school has admission procedures that specify the items outlined in ORC 3314.06.

<u>Background</u>: Based on review of the submitted policies by QDA, QDA's policy does not comply with all requirements specified in R.C. 3314.06, requiring corrective action plan to revise the policy.

#### Action Steps:

- 1. Review and revise the School's admission policies to include express language regarding enrollment of students residing outside the School's "home district" as required by O.R.C. 3314.06.
  - a. Completion date: 8/31/2019.
  - b. Documentation: Draft Policy.
  - c. Applicable Parties: QDA Superintendent

Completed on time and satisfactorily - (8/15/2019)

- 2. Have QDA Board adopt policy including enrollment of students residing outside the School's "home district" as required by O.R.C. 3314.06.
  - a. Completion date: 9/30/2019.
  - b. Documentation: Meeting minutes adopting Policy; Policy.
  - c. Applicable Parties: QDA Governing Authority.

Completed on time and satisfactorily -(9/1/2019)

- 3. Ensure responses to Compliance Spreadsheet reflect proper response.
  - a. Completion date: 6/30/2020.
  - b. Documentation: Oversight of Schools Spreadsheet; Policy; minutes reflecting adoption of policy.
  - c. Applicable Parties: QDA Superintendent; NPCSD Superintendent.

Completed on time and satisfactorily - Compliant (1/5/2020)

#### Compliance with Item 662 - Comprehensive Plan

Compliance Section: O.R.C. § 3314.03(B)

<u>O.R.C. Description</u>: A copy of every contract entered into under this section shall be filed with the superintendent of public instruction. The department of education shall make available on its web site a copy of every approved, executed contract filed with the superintendent under this section. ... (B) The community school shall also submit to the sponsor a comprehensive plan for the school. The plan shall specify the following:

(1) The process by which the governing authority of the school will be selected in the future:(2) The management and administration of the school;

(3) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion;

(4) The instructional program and educational philosophy of the school;

(5) Internal financial controls.

When submitting the plan under this division, the school shall also submit copies of all policies and procedures regarding internal financial controls adopted by the governing authority of the school.

Background: Although QDA has a Comprehensive Plan, it was unable to provide its Code of Regulations, which provides the process by which QDA will select the governing authority in the future under R.C. 3314.03(B)(1). Therefore, the District is putting QDA on a Corrective Action Plan to locate and update, as necessary, the Code of Regulations.

#### Action Steps:

- 1. Locate, review, and updated, if necessary, Code of Regulations to ensure the Code of Regulations is consistent with R.C. 3314.03(B)(1).
  - a. Completion date: 8/31/2019.
  - b. Documentation: Code of Regulations.
  - c. Applicable Parties: QDA Superintendent.

Completed on time and satisfactorily - (8/15/2019)

- 2. Submit Comprehensive Plan that meets all the requirements of R.C. 3314.03(B).
  - a. Completion date: 9/30/2019.
  - b. Documentation: Comprehensive Plan.
  - c. Applicable Parties: QDA Superintendent.

Completed on time and satisfactorily - (9/1/2019)

- 3. Ensure responses to Compliance Spreadsheet reflect proper response.
  - a. Completion date: 6/30/2020.
  - b. Documentation: Oversight of Schools Spreadsheet; Certificates of Completion.
  - c. Applicable Parties: QDA Superintendent; NPCSD Superintendent.

Completed on time and satisfactorily – **Compliant** (1/5/2020)

#### Compliance with Item 667 - Training on Public Records & Open Meetings Laws

#### Compliance Section: O.R.C. § 3314.037

<u>O.R.C. Description</u>: The members of the governing authority of a community school, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school, and all individuals performing supervisory or administrative services for the school under a contract with the operator of the school shall complete training on an annual basis on the public records and open meetings laws, so that they may comply with those laws as prescribed by division (A)(ll)(d) of section 3314.03 of the Revised Code

<u>Background</u>: Based on further review of the School's submissions, the Sponsor is requesting that QDA further clarify that all governing authority members, administrators, CFO, and CEO all completed the proper training on public records and open meetings laws annually.

#### Action Steps:

- 1. Develop the list of all governing authority members and staff that are required to complete annual training on public records and open meetings laws.
  - a. Completion date: 8/31/2019.
  - b. Documentation: List of applicable staff/governing authority members.
  - c. Applicable Parties: QDA Superintendent.

Completed on time and satisfactorily - (8/15/2019)

- 2. Complete annual public records and open meetings laws training.
  - a. Completion date: 4/30/2020.
  - b. Documentation: Certificate of Completion.
  - c. Applicable Parties: QDA Superintendent, QDA treasurer, QDA Governing Authority Members, QDA Principal, and all other applicable QDA staff.

Scheduled & on track to be completed on time. (10/1/2019)

- 3. Ensure responses to Compliance Spreadsheet reflect proper response.
  - a. Completion date: 6/30/2020.
  - b. Documentation: Oversight of Schools Spreadsheet; Certificates of Completion.
  - c. Applicable Parties: QDA Superintendent; NPCSD Superintendent.

On track to be **Compliant** by 4/30/2020 (1/5/2020)

#### Compliance with Item 902 - Retention Policy

#### Compliance Section: O.R.C. § 3313.609

<u>O.R.C. Description</u>: The school adopted a grade promotion and retention policy that prohibits the promotion of a student to the next grade level if the student has been truant for more than 10 percent of the required attendance days of the current school year and failed two or more of the required curriculum subject areas, unless the student's principal and teachers of any failed subject areas agree the student is academically prepared for the next grade level.

<u>Background</u>: Based on further review of the School's submitted policy, the Sponsor is requesting that QDA further clarify the policy and/or submit an additional policy to make clear that QDA prohibit promotion of a student if the student has been truant for more than 10% of the required attendance days of the current school year and failed two or more required curriculum areas, unless permitted by law.

#### Action Steps:

- 1. Review and revise the School's policies to include express language related to retention for truancy and failure to complete required curriculum as required by O.R.C. 3313.609.
  - a. Completion date: 8/31/2019.
  - b. Documentation: Draft Policy.
  - c. Applicable Parties: QDA Superintendent

Completed on time and satisfactorily - (8/15/2019)

- 2. Have Board adopt policy including retention language.
  - a. Completion date: 9/30/2019.
  - b. Documentation: Meeting minutes adopting Policy; Policy.
  - c. Applicable Parties: QDA Governing Authority.

Completed on time and satisfactorily - (9/1/2019)

- 3. Ensure responses to Compliance Spreadsheet reflect proper response.
  - a. Completion date: 6/30/2020.
  - b. Documentation: Oversight of Schools Spreadsheet; Policy; minutes reflecting adoption of policy.
  - c. Applicable Parties: QDA Superintendent; NPCSD Superintendent.

Completed on time and satisfactorily - Compliant (1/5/2020)

Should you have any questions, do not hesitate to contact me.

Sincerely,

9

David Brand Superintendent/CEO

Follow-up meetings & documentation reviews

8/15/19 Brand

in rintendent/CEO

9/1/19 David Brand

Superintendent/CEO

10/1/2019 Brand

erintendent/CEO

1/5/2020 Brand

erintendent/CEO Sue

# EXHIBIT 2

# NEW PHILADELPHIA CITY SCHOOL DISTRICT 2019-2020 SPONSOR QUALITY IMPROVEMENT PLAN

Evaluation. The District is required to create improvement goals for any Quality Practice Item that received a rating score of "2" or lower. The District is also required to create improvement goals for any Sponsor Level Compliance item for which it received a rating of "noncompliant." specifies the District's defined improvement process. The District's Improvement Plan is based on its performance on the 2018-2019 Sponsor Sponsor, which mandates an annual improvement plan and Procedure SP-2.02, Sponsor Improvement Plan and Self-Evaluation Procedure, which New Philadelphia City School District (the "District") adopts this internal Sponsor Quality Improvement Plan pursuant to Policy SP-2, Role as

| Goal        | District's Improvement | Strategy                   | Action Step(s)            | Person(s)        | Deadline | <b>Evidence</b> of   |
|-------------|------------------------|----------------------------|---------------------------|------------------|----------|----------------------|
|             | Goal                   |                            |                           | Responsible      |          | Completion           |
| 1. Contract | Obtain a score of four | Identify issues that led   | 1. By December 31, 2019,  | - Superintendent | May 15,  | - Email              |
| Amendment   | points on Q.P. Rubric  | to an 18-19 Q.P. C.03      | review contract to        | - Board of       | 2020     | communication        |
| and Update  | Section C.03.          | rating of "0" and correct  | determine if it includes  | Education        |          | regarding review of  |
| (Q.P C.03)  |                        | to ensure that the         | language regarding the    | - Compliance     |          | state and/or federal |
|             |                        | District receives a score  | conditions for amendment  | Officer          |          | laws                 |
|             |                        | of four points for the 19- | or modifications.         |                  |          | - Contracts          |
|             |                        | 20 evaluation.             | 2. By April 1, 2020       |                  |          | - Board Policy       |
|             |                        |                            | review school data,       |                  |          |                      |
|             |                        |                            | Ohio's accountability     |                  |          |                      |
|             |                        |                            | system, and changes in    |                  |          |                      |
|             |                        |                            | law to determine whether  |                  |          |                      |
|             |                        |                            | modifications to contract |                  |          |                      |
|             |                        |                            | is needed                 |                  |          |                      |

|   | 4. School<br>Level<br>Compliance<br>Items   | 3. Renewal<br>Application<br>Reviewer<br>Protocols<br>(Q.P. E.06)  | 2. Renewal<br>and Non-<br>Renewal<br>Decisions<br>(Q.P. E.02)  |
|---|---|--|--|
|   | Obtain a compliance score<br>of "compliant" for all<br>School Level Compliance<br>Items.  | Obtain a score of four<br>points on Q.P. Rubric<br>Section E.06  | Obtain a score of four<br>points on Q.P. Rubric<br>Section E.02  |
|   | Identify issues that led to<br>items 754 and 956.   | Identify issues that led to<br>an 18-19 Q.P. E.06<br>rating of "1" and correct<br>to ensure that the District<br>receives a score of four<br>points for the 19-20<br>evaluation.   | Identify issues that led to<br>an 18-19 Q.P. E.02<br>rating of "1" and correct<br>to ensure that the District<br>receives a score of four<br>points for the 19-20<br>evaluation.   |
| 2 | <ol> <li>By December 31, 2019,<br/>review compliance items<br/>that were missed to<br/>determine reasons for non-<br/>compliance.</li> <li>By May 15, 2020,<br/>complete site visit to<br/>determine whether<br/>compliance items have<br/>been corrected for the<br/>2019-2020 school year.</li> <li>By June 30, 2020<br/>upload ODE School Level<br/>Compliance Spreadsheet.</li> </ol> | <ol> <li>By January 31, 2020</li> <li>review policy for renewal.</li> <li>By January 31, 2020</li> <li>review renewal procedures<br/>rubric to ensure it meets<br/>the requirements to receive<br/>a "4" on the O.P. Rubric</li> </ol> | <ol> <li>By January 31, 2020<br/>review policy for renewal.</li> <li>By January 31, 2020<br/>review renewal procedures<br/>rubric to ensure it meets<br/>the requirements to receive<br/>a "4" on the Q.P. Rubric</li> </ol> |
|   | -Compliance<br>Officer<br>-Legal Counsel<br>(advise)  | - Superintendent<br>- Compliance<br>Officer  | - Superintendent<br>- Compliance<br>Officer  |
|   | June 30,<br>2020  | May 15,<br>2020  | May 15,<br>2020  |
|   | -Email identifying<br>compliance issues<br>-Site Visit Report<br>-ODE School Level<br>Compliance<br>Worksheet   | <ul> <li>Policy</li> <li>Procedure</li> <li>Rubric</li> <li>Evidence of</li> <li>individual scoring</li> <li>Results of high-<br/>stakes review</li> </ul>   | <ul> <li>Policy</li> <li>Procedure</li> <li>Rubric</li> <li>Evidence of</li> <li>individual scoring</li> <li>Results of high-</li> <li>stakes review</li> </ul>  |

#### **Brian DeSantis**

From: Sent: To: Subject: Brian DeSantis Monday, December 30, 2019 8:43 AM David Brand Improvement Plan / Compliance Items

Dave,

Pursuant to NPCSD's Sponsorship Improvement Plan, I reviewed compliance items that were identified as "missed" on the 2018-2019 Compliance Rubric. Your Improvement Plan required these Compliance Items to be reviewed by December 31, 2019. This email serves as that review.

ODE's Review Team determined that QDA was non-compliant with two (2) items. Each of the items are described below along with my assessment of compliance.

- Item 754
  - *Code Section:* R.C. 3313.96. This section relates to developing informational programs for students, parents, and community members relative to missing children issues and matters. ODE required the school to provide a "copy of program materials" as evidence of compliance for this item.
  - ODE's Basis for Non-Compliance: "documentation does not meet legal requirements."
  - Review with QDA. I recommend that NPCSD contact ODE to determine ODE's basis for stating that the documentation does not meet legal requirements. It is possible that ODE determined that QDA did not provide "program materials" (as required) and instead only provided "informational materials." In reviewing QDA's documentation, it clearly provided informational materials about missing children, but perhaps ODE was looking for documentation of the School's program. It also is possible that this determination was in error. To avoid a repeated finding of non-compliance, I recommend you contact ODE.
- Item 956
  - Code Section. R.C. 311.742. This section relates to municipal school district advisory committees. ODE required sponsors to provide a "screenshot of the website that includes the committee recommendations" as evidence of compliance for this item.
  - ODE's Basis for Non-Compliance: "documentation does not meet legal requirements." Note, this item should have been inapplicable to NPCSD as NPCSD is not a municipal school district. This code section only applies to municipal school districts. Based on my review of the questions for Item 956 in the 2018-2019 school spreadsheet, however, there may have been confusion as to the applicability to NPCSD. As a result, NPCSD answered the questions correctly, but by answering the questions correctly, NPCSD was found to be noncompliant.
  - For 2019-2020 Review: Note, the questions were modified for the 2019-2020 review. The questions now make clear that the item <u>only</u> applies to municipal school districts. As NPCSD is not a municipal school district, it should answer "No" for Question 1. By answering in this manenr, Item 956 will be inapplicable.

Please contact me if you have any questions.

Best, Brian

Brian J. DeSantis, Esq. Pepple & Waggoner, Ltd. Crown Centre Building 5005 Rockside Road, Suite 260 Cleveland, OH 44131-6808 Tel: 216-520-0088 Fax: 216-520-0044 www.pepple-waggoner.com

#### NOTICE OF ATTORNEY/CLIENT PRIVILEGE

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#### **Brian DeSantis**

From: Sent: To: Subject: David Brand <brandd@npschools.org> Thursday, January 02, 2020 9:18 AM Brian DeSantis Fwd: Clarification

FYI

------ Forwarded message ------From: <u>karl.koenig@education.ohio.gov</u> <<u>karl.koenig@education.ohio.gov</u>> Date: Thu, Jan 2, 2020 at 9:15 AM Subject: RE: Clarification To: David Brand <<u>brandd@npschools.org</u>> Cc: Deauntae.Goins@education.ohio.gov <<u>Deauntae.Goins@education.ohio.gov</u>>

Greetings David,

I worked with the Sponsor Evaluation team on your inquiry and there was an FAQ on the website for compliance item #754:

I have copied the blurb below directly from the 2018-2019 FAQs posted on the Department's website.

### 18. #754 (Informational Programs Relative to Missing Children) – What are examples of program materials that are required for this item?

The community school should develop its own informational programs for students, parents and community members relative to missing children issues and matters. The informational programs and program materials developed by the school can include resources available by the Ohio Attorney General's Office and/or the National Center for Missing & Exploited Children but should not be exclusive or in lieu of the school's developed informational programs or program materials. A missing children policy may be submitted for this item; however, the school should provide evidence of how the policy is being implemented (for example, flyers, annual report distribution, parental acknowledgment of receiving the policy and/or program materials or parent/teacher conference meetings). <u>ORC 3313.96</u> provides additional guidance on informational programs relative to missing children.

We highlighted the key take away portion of the FAQ, which is looking for materials developed by the school and how the materials are communicated/available.

Hope this information helps. If you have follow up questions, please let us know.

Karl J. Koenig Director Office of Community Schools

25 South Front Street | Columbus, Ohio 43215-4183

(614) 387-2197 (Direct) | (877) 644-6338 | (614) 466-7058

karl.koenig@education.ohio.gov

education.ohio.gov



Learn more about #EachChildOurFuture, Ohio's plan to ensure each child is challenged, prepared and empowered.

From: David Brand <<u>brandd@npschools.org</u>> Sent: Monday, December 30, 2019 12:41 PM To: Koenig, Karl <<u>karl.koenig@education.ohio.gov</u>> Subject: Clarification

ODE's Review Team determined that QDA was non-compliant with two (2) items. One item is not clear to me as to why it was rated as "Non-Compliant."

• Item 754

*Code Section:* R.C. 3313.96. This section relates to developing informational programs for students, parents, and community members relative to missing children issues and matters. ODE required the school to provide a "copy of program materials" as evidence of compliance for this item.

o ODE's Basis for Non-Compliance: "documentation does not meet legal requirements."

 In reviewing QDA's documentation, it clearly provided informational materials about missing children. I wonder if this determination was in error. However, to avoid a repeated finding of non-compliance, I am requesting assistance and clarification as to what is compliant.

#### Respectfully,

---

Dave Brand Superintendent

New Philadelphia City Schools

330-364-0600 brandd@npschools.org @Brand\_Dave

22

Dave Brand Superintendent New Philadelphia City Schools 330-364-0600 brandd@npschools.org @Brand\_Dave

#### THE NEW PHILADELPHIA CITY SCHOOLS

#### 248 Front Ave. SW New Philadelphia, OH. 44663

Dr. Richard J. Varrati, CEO Quaker Digital Academy 400 Mill Avenue, S.E., Suite 901 New Philadelphia, OH 44663

Re: Corrective Action Plan

Dear Dr. Varrati:

This Corrective Action Plan ("CAP") is provided by New Philadelphia City School District Board of Education (the "District"), as Sponsor of Quaker Digital Academy (the "School") to ensure that the School is compliant with all applicable laws.

This CAP is provided to QDA to ensure that the School is compliant with all applicable laws. Following the ODE's 2018-2019 compliance review, it was determined that you were non-compliant with two items: 754 and 956.

#### <u>Item 754</u>

Code Section: R.C. 3313.96. This section relates to developing informational programs for students, parents, and community members relative to missing children issues and matters. ODE required the school to provide a "copy of program materials" as evidence of compliance for this item.

ODE's Basis for Non-Compliance: "documentation does not meet legal requirements."

*Further communication with ODE:* NPCSD further communicated with ODE to determine the reason for this finding and what documentation was needed. ODE responded and highlighted the information below:

### 18. #754 (Informational Programs Relative to Missing Children) – What are examples of program materials that are required for this item?

The community school should develop its own informational programs for students, parents and community members relative to missing children issues and matters. The informational programs and program materials developed by the school can include resources available by the Ohio Attorney General's Office and/or the National Center for Missing & Exploited Children but should not be exclusive or in lieu of the school's developed informational programs or program materials. A missing children policy may be submitted for this item; however, the school should provide evidence of how the policy is being implemented (for example, flyers, annual report distribution, parental acknowledgment of receiving the policy and/or program materials or parent/teacher conference meetings). ORC 3313.96 provides additional guidance on informational programs relative to missing children.

#### Corrective Action Plan:

1. Review program and documentation to ensure it is compliant with R.C. 3313.96 and ODE guidance.

- 1. Completion Date 5/1/2020
- 2. Applicable Parties: QDA Superintendent
- 3. Documentation: N/A
- 2. Revise program and documentation to ensure it is compliant with R.C. 3313.96 and ODE guidance.
  - 1. Completion Date 5/15/2020
  - 2. Applicable Parties: QDA Superintendent
  - 3. Documentation: Program documentation

- 3. Ensures proper documentation is uploaded to Epicenter for filing with the Department of Education
  - 1. Completion Date 6/30/2020
  - 2. Applicable Parties: QDA Superintendent
  - 3. Documentation: Compliance Spreadsheet; Program documentation

#### Item 956

Based on NPCSD's review of law, Item 956 should have been—and still is inapplicable to QDA - as NPCSD is not a municipal school district. Therefore, no further action is required for item 956.

Should you have any questions, do not hesitate to contact me.

Respectfully,

Day Bak

David J. Brand Superintendent/CEO

## EXHIBIT 3

New Philadelphia City School District Board of Education Sponsorship Policies

#### **OVERSIGHT AND EVALUATION**

#### Oversight

The District shall provide oversight to each school that it sponsors. These processes shall be made transparent to the schools the District sponsors by regularly communicating the processes and methods used to monitor academic, operational, and financial performance.

#### Enrollment and Financial Reviews

The District shall conduct enrollment and financial reviews for each month. The Board directs the Superintendent to develop detailed procedures to conduct enrollment and financial reviews consistent with this policy.

Financial reviews include budget ledgers, transactional detail reports, and at least one review of the five-year forecast. Should a review indicate an area of financial concern, including but not limited to enrollment, revenue, and expense fluctuations, the District shall provide the sponsored school's governing authority with proactive recommendations regarding financial and enrollment decision making.

Enrollment reviews will include a monthly assessment of the number of students enrolled during that time.

The District will use enrollment and financial reviews as an opportunity to provide proactive technical assistance. Enrollment and financial reviews include written feedback.

#### **Onsite Reviews**

The District will conduct onsite reviews at least twice per year to examine the school's compliance with applicable laws, rules, contractual obligations, and academic performance measures. An onsite review will include data from at least three (3) of the following stakeholder groups: the governing authority members, administrators, teachers, instructors, staff, management company staff, students, parents, or other stakeholders. The District shall establish procedures and protocols for conducting onsite reviews.

After each onsite review, the District shall provide the sponsored school with a report that includes a summary of findings, areas of strength, and areas needing improvement. For each area of improvement identified, the District shall provide the school with steps and timeframes to make the improvements and request and review status updates regarding the school's progress.

New Philadelphia City School District Board of Education Sponsorship Policies

#### Performance Monitoring

The District shall review the schools' academic performance annually by collecting data for multiple years related to all applicable contractual, academic, financial, and organizational/ operational measures. The District shall also analyze the data collected against contractual targets and evaluate the overall performance of the sponsored school based on the outcomes of data analysis. This analysis and evaluation shall determine subsequent actions required of the sponsored school.

#### <u>Reports</u>

The District shall provide an annual, cumulative report to each school it sponsors that summarizes fiscal, operational, and academic performance, along with the sponsored school's areas of strength and areas where there is a need for improvement. This report shall relate the sponsored school's performance against the performance framework in the contract. The report shall include multiple years of performance data. Based on the information gathered for the report, the District will summarize performance over the contract term and state the sponsored school's prospects for renewal.

This report, and the prospects for renewal, shall be communicated and discussed with the sponsored school's Governing Authority.

#### <u>Audits</u>

When the District is provided timely notice, the District shall attend all closing audit conferences for sponsored schools. The District shall also address all issues identified in the annual audit, shall require corrective action for issues identified in an audit, and shall follow up with to ensure that identified issues are resolved.

Quality Practices Rubric: D.01 – Oversight Transparency; D.02 – Enrollment and Financial Reviews; D.03 – Onsite Visits; D.04 – Site Visit Reports; D.05 – Performance Monitoring; D.07 – Reports

Updated: September 16, 2019 Adopted: February 12, 2018

#### **ONSITE VISIT AND SITE VISIT REPORT PROCEDURE**

This procedure establishes a protocol for conducting site visits and site reviews pursuant to Policy SP6, Oversight and Evaluation. By complying with this procedure, the District will minimize administrative burden on Sponsored Schools and maximize the District's effectiveness as a sponsor.

#### Purpose of Site Visits & Reviews

Site visits and their corresponding reviews are a critical part of the District's monitoring. Site visits provide the District an opportunity to review and verify the Sponsored School's compliance with all applicable laws, rules, contractual obligations, and academic performance measures. Site visits also serve to reinforce the Sponsored School's strengths and identify areas needing improvement.

The District shall conduct at least one site visit during the first half of the year and one site visit during the second half of the year.

#### Protocol for Conducting Site Visits and Reviews

To ensure site visits are efficient and productive, the District shall follow the protocol described below:

- 1. Prior to each site visit, the District shall contact the Sponsored School's head administrator by phone and identify potential dates for conducting a site visit. The purpose of the phone call is to identify dates when the Sponsored School is available for a site visit and is not closed, does not have testing, or other scheduled activities (e.g. assemblies, field trips).
- 2. Once a date is selected, the District will send the Sponsored School's head administrator a letter specifying the date and time of the visit, the estimated length of the visit, the specific review areas, documentation that will be needed, and stakeholder groups that should be made available for interview.
- 3. During each site visit, the District shall conduct oversight of Review Areas. Possible Review Areas are described below. The District' site visit shall be conducted using the District's established evaluative instrument/tools. The District shall use the same evaluative instrument/tool for each Sponsored School. Guidance on how to conduct observations and interviews is discussed below.
- 4. Consistent with District Policy, the District shall collectively obtain data from at least three stakeholder groups. Stakeholder groups include: governing authority members, administrators, teachers, instructors, staff, management company staff, students, parents and other stakeholders.

5. After completing the site visit, the District will provide a written site-visit report ("Report") to the Sponsored School's Governing Authority and the head administrator. For each Review Area, the Report shall specify: (1) a summary of findings, (2) areas of strength and (3) areas needing improvement. For each area of improvement identified, the District shall specify that the Sponsored School must take action, and shall provide the Sponsored School with steps and timeframes to make improvements. The Report shall further specify that the District will be requesting updates regarding the Sponsored School's status.

#### Guidance on Conducting Site Visits

#### 1. Observation

The purpose of an observation is to obtain compliance data by independently observing a Sponsored School's practices. Observations shall last at least twenty (20) minutes. The specific stakeholder being observed shall be not be pre-determined. Following the observation, the District's representative shall meet with the stakeholder to obtain additional feedback from the observation.

#### 2. <u>Interviews</u>

Prior to conducting a site visit, the District shall review pre-established interview questions relating to the specific area being reviewed. Questions shall be targeted to gain understanding as to whether the Sponsored School is in compliance with the specific area being reviewed.

During each interview, the District's representative shall introduce himself/herself, explain the role of a sponsor, and explain the purpose of the site visit. It should be made clear to the interviewee that honest feedback is needed to assist the Sponsored School's improvement.

When conducting interviews with students, students shall be provided at a mutually convenient time and the District shall take care to minimize disruptions to the student's participation in the school day. The District shall ensure no report contains personally identifiable information of the student's interview.

#### Site Visit - Review Areas and Criteria

The following Review Areas have been identified as relevant for review. The general criteria for each is summarized below. The established evaluative instruments for each review area should be used.

#### 1. <u>Student File Compliance</u>

- a. Summary: The District will review a sample of enrollment records of students enrolled in the Sponsored School. The enrollment records should be verified to determine (1) the student's address and residency are consistent with the address on file, (2) the student's attendance records, and (3) that the student's necessary forms are on file (immunization, etc.).
- b. Stakeholder Groups: Head Administrator, EMIS Coordinator.
- c. Data: EMIS review, enrollment verification, e-school assurances, and immunization records.
- d. Evaluative Tool: Enrollment review form
- 2. Sponsored School Compliance
  - a. Summary: The District will review a sample of 10 items of compliance derived from the Ohio Department of Education's Compliance Spreadsheet. For each item, the Sponsored School will be required to document compliance. If only certification is possible, the Sponsored School will be required to explain how it is in compliance.
  - b. Stakeholder Groups: Superintendent, Fiscal Officer.
  - c. Documentation: policies, resolutions, contracts, and other compliance items.
  - d. Evaluative Tool: Modified Ohio Department of Education compliance checklist.
- 3. Education Plan
  - a. Summary: The District will review the Sponsored School's Education Plan and conduct a classroom observation and/or interview with stakeholder groups to determine compliance with the Education Plan.
  - b. Stakeholder Groups: Superintendent, Teachers, Students, Parents.
  - c. Data: Lesson Plan, Classroom Observation, Student Interview, Parent Interview, and Teacher Interview.
  - d. Evaluative Tool: Educational Plan questionnaire.
#### 4. Student Discipline

- a. The District will review examples of student discipline that resulted in out-ofschool suspension and/or expulsion. The District will verify (1) that discipline was based on a violation of the code of conduct, (2) that proper notices were provided to the parents, (3) that due process protections were provided, and (4) that the student returned in the time specified.
- b. Stakeholder Groups: Superintendent, Teacher.
- c. Documentation: Code of conduct, discipline policy, legal notices, and attendance records.
- d. Evaluative Tools: Discipline review form.
- 5. <u>Governance</u>
  - a. The District will review the Sponsored School's governance to ensure that the Sponsored School's governance complies with state law and the Sponsor Contract. Areas that are to be verified: (1) Governing Authority members have completed Annual Sunshine Law Training, (2) Governing Authority meeting minutes are kept, (3) Governing Authority members understand their role as members, and (4) meetings are conducted pursuant to Ohio's open meeting laws.
  - b. Stakeholder Groups: Superintendent, Governing Authority member(s), and Treasurer.
  - c. Documentation: Code of Regulations, Sunshine Law Training, Conflict of Interest, Meeting minutes, and Policies/Procedures.
  - d. Evaluative Tool: Governance meeting site visit form.

#### EXHIBIT 4

#### SITE VISIT – REPORT SUMMARY Compliance with Contractual Obligations Compliance Documentation

Dear Quaker Digital Academy Governing Authority and Dr. Varrati:

On October 19, 2018, I conducted a site visit of the School. A copy of that the site visit report is attached. This is a summary of my report.

<u>Compliance with Contractual Obligations</u>. During my visit, I conducted a file review of contractual obligations compliance with Dr. Varrati to ensure the school's compliance with contractual obligations. I found QDA to be in complete compliance with all applicable contractual obligations.

<u>Compliance Documentation</u>. During my visit, I conducted a file review of compliance documentation with a District Administrator to ensure the District's documentation is compliant with Ohio law. I reviewed the areas that ODE found to be areas of growth and/or that we had a Compliance Action Plan last year. I found QDA to be on track with all items in the action plan and prepared for this school year.

Areas Needing Improvement.

- Ensure that all policies that need annual review are completed by April 2019.
- Ensure website is updated with any changes in policy, registration guidelines, and with the latest ODE Report Card within ten days of changes.

Areas of Strength.

- QDA is commended for their documentation process. Compliance to law and best practices is a clear priority to the school.
- All items reviewed were in compliance!
- QDA is very aware of their contractual obligations and is in complete compliance.
- QDA goes above simple compliance to ensure best practices are also implemented.

If you have any questions, do not hesitate to contact me.

Very truly yours,

David Brand Superintendent/CEO

Enclosure (Site Visit Forms)

Dr. Richard Varrati, CEO ODA

10-25-18

I certify that I have received this letter and shared with the appropriate staff members including the Governing Board Members

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| ARTICLE I - PURPOSE<br>A. This Successor Contract is entered  | Certification | Documentation<br>(attach) | N/A<br>(reviewed elsewhere) | Yes Yes | Yes No N/A | es No N/A |          |
|---|---------------|---------------------------|-----------------------------|---------|------------|-----------|----------|
| This Successor Contract<br>into pursuant to Chapter :<br>Ohio Revised Code, and<br>Section 3314.03(E) of<br>Revised Code, for the<br>renewing the S | 14            |                           |                             |         |            |           | Canplant |
| utilize certain resources converted to<br>the SCHOOL's use by the SPONSOR,  |               |                           |                             |         |            |           |          |

#### SPONSOR SITE VISIT

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| The SCHOOL is classified as a dropout prevention and recovery school pursuant to Section 3314.36 of the Ohio Revised Code and Section | Except as otherwise provided herein,<br>this Successor Contract supersedes in<br>its entirety the Successor Sponsorship<br>Contract dated December 17, 2012,<br>and the parties waive any rights<br>pursuant to said contract with respect<br>to future performance. | curriculum, and educational strategy,<br>as determined to be appropriate by the<br>SPONSOR, in the SPONSOR's sole<br>discretion. The SCHOOL shall be a<br>public school, legally separate from<br>any school district, and part of the<br>state education program. Pursuant to<br>Section 3314.01 of the Ohio Revised<br>Code, and except as otherwise<br>provided hereunder, the SCHOOL<br>may sue and be sued, acquire facilities<br>as needed, and contract for services<br>necessary for the operation of the<br>SCHOOL. As the SCHOOL may carry<br>out any act and ensure the<br>performance of any function that is in<br>compliance with the Ohio<br>Constitution, Chapter 3314 of the<br>Ohio Revised Code, other statutes<br>applicable to community schools, and<br>this Successor Contract. |
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| The SCHOOL shall post the names of<br>the Board of Directors members on its<br>website. The SCHOOL shall also<br>provide the names and addresses of<br>the Board of Directors members to the<br>SPONSOR and to the Ohio | The Board of Directors shall be<br>responsible for carrying out the<br>provisions of this Successor Contract<br>and shall be appointed in accordance<br>with the SCHOOL's code of<br>regulations. | ARTICLE II – BOARD OF DIRECTORS | The Board of Directors is not<br>presently planning to seek designation<br>for the SCHOOL as a STEM school<br>equivalent under Section 3326.032 of<br>the Ohio Revised Code. | 3301-102-10(A) of the Ohio<br>Administrative Code and thus<br>primarily enrolls students that: (a) are<br>at least one grade level behind their<br>cohort age groups: (b) experience<br>crises that significantly interfere with<br>their academic progress such that they<br>are prevented from continuing their<br>traditional programs; and/or (c)<br>dropped out of high school or are at<br>risk of dropping out of high school<br>due to poor attendance, disciplinary<br>problems, or suspensions. |
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| No individual shall be a member of<br>the Board of Directors unless and<br>until he/she has submitted to a<br>criminal records check in the manner | No individual shall be a member of<br>the Board of Directors if he/she: (1)<br>owes the State any money or is in a<br>dispute over whether he/she owes the<br>State any money concerning the<br>operation of a community school that<br>has closed; (2) is subject to Section<br>3319.31(B) of the Ohio Revised Code<br>with respect to refusal, limitation, or<br>revocation of a license to teach, if<br>he/she were a licensed educator; (3)<br>has pleaded guilty to or been<br>convicted of theft in office under<br>Section 2921.41 of the Ohio Revised<br>Code, or has pleaded guilty to or been<br>convicted of a substantially similar<br>offense in another state; (4) is an<br>employee of the SPONSOR; or (5) is<br>a member of a school district board of<br>education. | <u>Charles "Gil" Synder</u><br><u>Hugh Berry</u><br><u>Agnes Swigart</u><br><u>Perry Hershberger</u><br><u>Greg Goodie</u> | Department of Education upon<br>request. The current Board of<br>Directors is composed of the<br>following individuals: |
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| Except as otherwise provided herein,<br>the Term of this Successor Contract<br>shall be for a period of one year,<br>commencing on July 1, 2018, and<br>ending on June 30, 2019. | ARTICLE III - TERM | Each member of the Board of<br>Directors shall annually file a<br>disclosure statement setting forth the<br>names of any immediate relatives or<br>business associates employed by any<br>of the following within the previous<br>three years: (1) the SPONSOR: (2) an<br>operator of the SCHOOL; (3) a school<br>district or educational service center<br>that has contracted with the<br>SCHOOL; and/or (4) a vendor that is<br>or has engaged in business with the<br>SCHOOL. | No present or former member of the<br>Board of Directors, or immediate<br>relative of a present or former<br>member of the Board of Directors<br>shall be an officer of the SPONSOR,<br>serve as an employee of or a<br>consultant for the SPONSOR, or have<br>supervisory authority over the<br>SPONSOR unless at least one year<br>has elapsed since the conclusion of<br>the individual's membership on the<br>Board of Directors. | prescribed by Section 3319.39 of the Ohio Revised Code. |
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| In accordance with Section 3314.07(B)(1) of the Ohio Revised Code, the SPONSOR may choose not to renew the Successor Contract at its expiration or may choose to terminate the Successor 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 Successor Contract or lederal law; or (d) other good cause. The SPONSOR may suspend the SCHOOL on probationary status in accordance with Section 3314.072 of the SCHOOL on probationary status of the Ohio Revised Code.   | The SPONSOR may, at its sole<br>option, accelerate the term of this<br>Successor Contract by giving written<br>notice of the same to the SCHOOL by<br>January 15 of any year, in which<br>event this Successor Contract shall<br>expire on June 30 <sup>th</sup> of such year. The<br>SCHOOL agrees not to contest in any<br>forum the SPONSOR's exercise of<br>this option. |
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| a. The SCHOOL currently<br>utilizes a 10,000 square foot<br>facility located at 400 Mill<br>Avenue, S.E., Suite 901, New<br>Philadelphia, Ohio 44663. | The SCHOOL shall utilize the following facilities: | Facilities | The SCHOOL shall open for<br>operation not later than the thirtieth<br>day of September each school year,<br>unless the mission of the SCHOOL is<br>solely to serve dropouts. | The SCHOOL is a conversion school<br>as defined in Chapter 3314 of the<br>Ohio Revised Code. | The SCHOOL has been established as<br>and shall remain a non-profit or public<br>benefit corporation pursuant to<br>Chapter 1702 of the Ohio Revised<br>Code. | ARTICLE IV - RESPONSIBILITIES OF THE SCHOOL | terminates or non-renews this<br>Successor Contract, the Board of<br>Directors may immediately contract<br>with a new sponsor to assume the<br>sponsorship of the SCHOOL effective<br>on the date of the termination or non-<br>renewal. |
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| zes a 2,000 sq<br>ity located at 5<br>te 39, P.O. E<br>in, Ohio 4461<br>rd of Directors le<br>rd of Directors le<br>ity from<br>elopment, who<br>ionship to an op<br>SCHOOL, for a<br>(1) year. The<br>ctors pays an ar<br>ctors pays an ar<br>it4,400.00 to ut<br>ities. In additi-<br>ities. In additi-<br>ities, also pays<br>s that it incurs<br>of said facilities<br>of said facilities | The Board of Directors leases<br>said facility from Glimcher,<br>who has no relationship to an<br>operator of the SCHOOL, for<br>a term of ten (10) years. The<br>Board of Directors pays an<br>annual rent of \$62,000.04 to<br>utilize said facilities. In<br>addition to the payment of<br>rent, the Board of Directors<br>also pays for other costs that<br>it incurs from its use of said<br>facilities, such as utilities,<br>insurance, and maintenance.<br>The SCHOOL currently |
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| unities a 2.500 environment<br>facility located at 108 East 5 <sup>th</sup><br>Street. East Liverpool. Ohio<br>43920. The Board of<br>Directors leases said facility<br>from Brandon Dali, who has<br>no relationship to an operator<br>of the SCHCOL, for a term of<br>three (3) years. The Board of<br>Directors also pays<br>approximately \$13,200.00 to utilize said<br>facilities. In addition to the<br>payment of rent, the Board of<br>Directors also pays<br>approximately \$13,200.00 to utilize said<br>facilities. In addition to the<br>payment of rent, the Board of<br>Directors also pays<br>approximately \$13,200.00 currently<br>utilizes a 1,400 square foot<br>facility located at 2228 Sunset<br>Boulevard. Suite 228.<br>Stude will, Suite 228.<br>The Board of Directors leases<br>said facility located at 2228 from this<br>no utilizes in the formation<br>Technology Center, who has<br>no relationship to an operator<br>of the SCHCOL, for a term of<br>or the SCHCOL, for a term of<br>or the SCHCOL, for a term of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of<br>Directors pays an annual arent of Directors pays an annual arent of<br>Directors pays an annual arent of Directors pays an annual arent of<br>Directors pays an annual arent of Directors pays an annual arent of Directors pays and the directors pays and the director pays and and the directors pays and the directors pays and the directors pays and the directors pays and the directors pays and the directors pays and the directors pays and the directors pays and the directors pays and the director |  | d t   |  |   |  | 2   |
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|   | Boulevard, Suite 2B,<br>Steubenville, Ohio 43952.<br>The Board of Directors leases<br>said facility from OME-<br>RESA Information<br>Technology Center, who has<br>no relationship to an operator<br>of the SCHOOL, for a term of<br>one (1) year. The Board of<br>Directors pays an annual rent<br>of \$13,908.00 to utilize said<br>facilities. In addition to the | SCHOOL curr<br>zes a 1,400 square<br>lity located at 2228 S | year for other costs that it<br>incurs from its use of said<br>facilities, such as utilities,<br>insurance, and maintenance. | of \$13,200.00 to utilize said<br>facilities. In addition to the<br>payment of rent, the Board of<br>Directors also pays<br>approximately \$13,200.00 per | from Brandon Dahl, who has<br>no relationship to an operator<br>of the SCHOOL, for a term of<br>three (3) years. The Board of<br>Directors pays an annual rent | utilizes a 2,500 square foot<br>facility located at 108 East 5 <sup>th</sup><br>Street, East Liverpool, Ohio<br>43920. The Board of<br>Directors leases said facility |
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| 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. | The SCHOOL shall provide its<br>students a location within a fifty-mile<br>radius of the student's residence at<br>which to complete the statewide<br>achievement and diagnostic<br>assessments prescribed under Sections<br>3301.079, 3301.0710, and 3301.0712<br>of the Ohio Revised Code. The<br>SCHOOL may provide its students<br>with a location within a fifty-mile<br>radius of the student's residence at<br>which the student may receive<br>counseling, instructional coaching,<br>and testing assistance. | The Governing Authority may, at any<br>time and in its sole discretion, change<br>the location of its facilities, reduce the<br>number of its facilities, or increase the<br>number of its facilities to the extent<br>permitted by law. | payment of rent, the Board of<br>Directors also pays for other<br>costs that it incurs from its<br>use of said facilities, such as<br>utilities, insurance, and<br>maintenance. |
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| The SCHOOL shall, at all times, have<br>a designated Fiscal Officer that is<br>licensed as a school treasurer pursuant<br>to Section 3301.074 of the Ohio<br>Revised Code. Except as provided for<br>in Section 3314.011(D) of the Ohio<br>Revised Code, the Fiscal Officer shall<br>be employed by or engaged under a<br>contract with the Board of Directors.<br>As required by Section 3314.011(B)<br>of the Ohio Revised Code, the Fiscal<br>Officer shall, before entering upon<br>his/her duties, execute a bond in an<br>amount and with surety to be<br>approved by the Board of Directors,<br>payable to the State of Ohio,<br>conditioned for the faithful<br>performance of all the official duties<br>required of the Fiscal Officer. Said<br>bond shall be deposited with the<br>Board of Directors, and a copy<br>thereof, certified by the Board of<br>Directors, shall be filed with the<br>Tuscarawas County Auditor. | The SCHOOL's central base of<br>operation shall be located at 400 Mill<br>Avenue S.W., Suite 901, New<br>Philadelphia, Ohio 44663. The<br>SPONSOR shall maintain a<br>representative within fifty miles of<br>said location to provide monitoring<br>and assistance to the SCHOOL. |
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| As required by Section<br>3314.03(A)(24) of the Ohio Revised<br>Code, the SCHOOL shall comply<br>with Sections 3302.04 and 3302.041<br>of the Ohio Revised Code, except that<br>any action required to be taken by a<br>school district shall be taken by the<br>SPONSOR (except that the | The SCHOOL shall comply with<br>Chapter 102 and Section 2921.42 of<br>the Ohio Revised Code. | 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 financial or other hardship in the operation of its program. | specified in Section 3314.17 of the Ohio<br>Revised Code |
| by Section<br>ne Ohio Revised<br>L shall comply<br>)4 and 3302.041<br>Code, except that<br>to be taken by a<br>be taken by the<br>be taken by the   | comply with<br>ion 2921.42 of  | extent applicable, the<br>shall comply with the<br>with Disabilities Act,<br>of the Rehabilitation Act<br>the Individuals with<br>Education Improvement<br>EIA), and Ohio<br>ve Code Chapter 3301-<br>that nothing contained<br>shall be construed to be, a<br>vy exceptions, exclusions<br>as that the SCHOOL may<br>avail itself of under the<br>any other applicable state<br>law. To the extent<br>law, the SCHOOL shall<br>red to fundamentally alter<br>of incur an undue<br>other hardship in the<br>its program.  | f the Ohio   |
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| The SCHOOL shall provide "learning<br>opportunities" to a minimum of<br>twenty-five (25) students for a<br>minimum of nine hundred twenty<br>(920) hours per school year.<br>a. "Learning opportunities" are<br>defined as including the<br>SCHOOL's internet-based<br>and book-based curriculum,<br>student-SCHOOL<br>interactions, and<br>independently-completed<br>SCHOOL assignments.<br>Learning opportunities also<br>include orientation activities<br>that introduce students to the<br>educational program of the | The SCHOOL shall operate in<br>substantial compliance with Exhibit 1<br>("Educational Plan"), which exhibit is<br>attached hereto and incorporated by<br>reference herein, including but not<br>limited to provisions in such Exhibit<br>concerning the SCHOOL's mission,<br>the characteristics of the students the<br>SCHOOL is expected to attract, the<br>ages and grades of students, and the<br>focus of the curriculum. | . Educational Program | SPONSOR shall not be required to take any action described in Section 3302.04(F)). |
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| A student's participation shall<br>be determined jointly by the<br>student's teachers and the<br>SCHOOL's administrators<br>based upon attendance,<br>participation logs,<br>performance, work products<br>submitted by the student, | The learning opportunities<br>provided to any given student<br>may be customized from<br>among those offered by the<br>SCHOOL in order to serve<br>the individual student's needs. | The learning opportunities<br>shall comply with the criteria<br>for student participation<br>established by the Ohio<br>Department of Education<br>under Section 3314.08(H)(2)<br>of the Ohio Revised Code. | of technology) and other<br>curriculum and educational<br>activities approved by the<br>SCHOOL to meet the needs<br>of its students. In addition,<br>the SCHOOL offers students<br>credit flex opportunities that<br>will enhance their academic<br>and life experiences as<br>permitted by O.R.C.<br>§3314.03(A)(23). |
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| As required by Section 3314.23 of the Ohio Revised Code, the SCHOOL shall comply with the standards | Except as otherwise provided by<br>Sections 3314.22(A)(2) or (3) of the<br>Ohio Revised Code, the SCHOOL<br>shall supply each student enrolled in<br>the SCHOOL with a computer. | The SCHOOL<br>operate using<br>learning model. | in such a manner that the<br>information contained therein<br>may easily be submitted to the<br>Ohio Department of Education<br>or to the Auditor of State. | As required by Section<br>3314.27 of the Ohio Revised<br>Code, the SCHOOL shall keep<br>an accurate record of each<br>student's participation in<br>learning opportunities each<br>day. Said record shall be kent | No student enrol<br>SCHOOL may pa<br>more than ten<br>learning opportuni<br>period of<br>consecutive hours.   | and/or<br>establishe                               |
| Section 3314<br>Code, the<br>with the   | rwise pro<br>(A)(2) or<br>ode, the<br>student e<br>h a comput  | (  | in such a manner that the<br>information contained therein<br>may easily be submitted to the<br>Ohio Department of Education<br>or to the Auditor of State. | As required by Section<br>3314.27 of the Ohio Revised<br>Code, the SCHOOL shall keep<br>an accurate record of each<br>student's participation in<br>learning opportunities each<br>learning record shall be kent  | No student enrolled in the<br>SCHOOL may participate in<br>more than ten hours of<br>learning opportunities in any<br>period of twenty-four<br>consecutive hours. | and/or other criteri<br>established by the SCHOOL. |
| 1.23 of the<br>SCHOOL<br>standards  | Except as otherwise provided by<br>Sections 3314.22(A)(2) or (3) of the<br>Ohio Revised Code, the SCHOOL<br>shall supply each student enrolled in<br>the SCHOOL with a computer. | shall not<br>a blended                         | that the<br>ed therein<br>lited to the<br>Education<br>Education  | Section<br>Revised<br>shall keep<br>of each<br>ition in<br>ies each   | articipate in<br>hours of<br>itties in any<br>twenty-four   | criteria<br>CHOOL.                                 |
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| As required by Section 3314.271(D)<br>of the Ohio Revised Code, the<br>SCHOOL shall, on a periodic basis<br>throughout each school year,<br>communicate with each student's | Each student enrolled in the SCHOOL<br>shall be assigned to at least one<br>teacher of record. No teacher of<br>record shall be primarily responsible<br>for the academic development and<br>achievement of more than one<br>hundred twenty-five students.<br>Pursuant to Section 3314.21 of the<br>Ohio Revised Code, teachers shall<br>conduct periodic visits with their<br>students in person, which would<br>include face to face and digital means<br>throughout the school year, as<br>provided in the Educational Plan. | 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. | developed by the international association for K-12 learning. |
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| To the extent applicable, the SCHOOL shall comply with Sections 3313.61, 3313.611, and 3313.614 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 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 3313.61 of the Ohio Revised Code that a person must successfully complete the curriculum of the first time on or after July 1, 2010, the requirement in Sections 3313.61 and 3313.61 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a | parent, guardian, or custodian<br>regarding the performance and<br>progress of that student. The<br>SCHOOL shall also provide<br>opportunities for parent-teacher<br>conferences, shall document the<br>SCHOOL's requests for such<br>conferences, and may permit students<br>to participate in the conferences.<br>Parent-teacher conferences may be<br>conducted through electronic means. |
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| The SCHOOL shall seek to achieve<br>racial and ethnic balance reflective of<br>the community it serves by<br>publicizing and marketing the<br>SCHOOL in, and recruiting students | high school diploma shall be met by<br>completing the requirements<br>prescribed in Section 3313.603(C) of<br>the Ohio Revised Code, unless the<br>person qualifies under Section<br>3313.603(D) or (F) of the Ohio<br>Revised Code. The SCHOOL shall<br>comply with the plan for awarding<br>high school credit based on<br>demonstration of subject area<br>competency, and beginning with the<br>2017-2018 school year, with the<br>updated plan that permits students<br>enrolled in seventh and eighth grade<br>to meet curriculum requirements<br>based on subject area competency<br>adopted by the State Board of<br>Education under divisions (J)(1) and<br>(2) of section 3313.603 of the Revised<br>code. Beginning with the 2018-2019<br>school year, the SCHOOL shall<br>comply with the framework for<br>granting units of high school credit to<br>students who demonstrate subject area<br>competency through work-based<br>learning experiences, internships, or<br>cooperative education developed by<br>the department under division (J)(3)<br>of section 3313.603 of the Revised<br>Code. |
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| In accordance with Section 3314.28 of<br>the Ohio Revised Code, the SCHOOL<br>shall annually submit to the<br>SPONSOR on or before the first day<br>of September a plan for providing<br>special education and related services<br>to disabled students enrolled in the<br>SCHOOL. As authorized by Section<br>3314.022 of the Ohio Revised Code,<br>the Board of Directors may contract<br>with the governing authority of<br>another community school, the board<br>of education of a school district, the<br>governing board of an educational<br>service center, a county board of<br>developmental disabilities, or the<br>administrative authority of a<br>nonpublic school for provision of<br>services for any disabled student<br>enrolled at the SCHOOL. | from, all segments of such<br>community. The SCHOOL shall<br>provide notices to students, parents,<br>staff and the general public that all<br>educational programs are available<br>without regard to race, creed, color,<br>handicapping condition or sex.<br>Further, the SCHOOL shall provide<br>the non-discrimination notice in such<br>media as newsletters, annual reports,<br>administrative reports, program<br>information, handbooks, application<br>forms, and promotional materials. |
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| The SCHOOL shall not enroll more<br>students than the number permitted by<br>its enrollment limit established by the<br>Ohio Department of Education<br>pursuant to Section 3314.20 of the<br>Ohio Revised Code. | As required by Section 3314.271(A)<br>of the Ohio Revised Code, the<br>SCHOOL shall offer a student<br>orientation course and shall notify<br>each student who enrolls in the<br>SCHOOL of his/her opportunity to<br>participate in said orientation course. | Subject to capacity limitations and<br>except as otherwise provided herein,<br>the SCHOOL shall admit students<br>who are entitled to attend school in<br>any school district in Ohio.<br>Consistent with the foregoing, the<br>Board of Directors has adopted or<br>shall adopt admission policies and<br>procedures that comply with Sections<br>3314.06 and, if applicable, 3314.061<br>of the Ohio Revised Code, which are<br>incorporated by reference herein. The<br>SCHOOL shall not discriminate in the<br>admission of students on the basis of<br>race, creed, color, handicapping<br>condition, or sex. Upon the admission<br>of any handicapped student, the<br>SCHOOL will comply with all federal<br>and state laws regarding the education<br>of handicapped students. |
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| As required by Section 3314.26(A) of<br>the Ohio Revised Code, the SCHOOL<br>shall withdraw any student who, for<br>two consecutive school years of<br>enrollment in the SCHOOL, has failed<br>to participate in the spring<br>administration of any assessment<br>prescribed under Sections 3301.0710<br>or 3301.0712 of the Ohio Revised<br>Code for the student's grade level, and<br>was not excused from the assessment<br>pursuant to Section 3301.0711(C)(1)<br>or (3) of the Ohio Revised Code,<br>regardless of whether a waiver was<br>granted for the student under Section<br>3314.08(L)(3) of the Ohio Revised<br>Code. The SCHOOL shall report any<br>such student's data verification code,<br>as assigned pursuant to Section<br>3301.0714 of the Ohio Revised Code,<br>to the Ohio Department of Education. | The SCHOOL's attendance and<br>participation policies shall be<br>available for public inspection. | The Board of Directors has adopted or<br>shall adopt an attendance policy that<br>includes a procedure for automatically<br>withdrawing a student from the<br>SCHOOL if the student, without a<br>legitimate excuse, fails to participate<br>in seventy-two (72) consecutive hours<br>of the learning opportunities offered<br>to the student, which is incorporated<br>by reference herein. |
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| The SCHOOL shall annually submit<br>to the Ohio Department of Education<br>and Auditor of State a report of each<br>instance under which a student who is<br>enrolled in the SCHOOL resides in a<br>children's residential center as defined<br>under Section 5103.05 of the Ohio<br>Revised Code. | The SCHOOL shall distribute the<br>written notice required by Section<br>3314.041 of the Ohio Revised Code to<br>the parents of all students enrolled in<br>the SCHOOL. | The SCHOOL shall provide written<br>notice of the provisions set forth in<br>Section 3314.22(A) of the Ohio<br>Revised Code to each parent who is<br>considering enrolling his/her child in<br>the SCHOOL, and to each parent<br>whose child is already enrolled in the<br>SCHOOL. | The SCHOOL's attendance and<br>participation records shall be made<br>available to the Ohio Department of<br>Education, the Auditor of State, and<br>the SPONSOR to the extent permitted<br>by Section 3319.321 of the Ohio<br>Revised Code and the Family<br>Educational Rights and Privacy Act of<br>1974 (20 USC 1232g). |
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| The SCHOOL shall comply with policies and procedures regarding internal financial controls that are | The SCHOOL shall be audited by the<br>Auditor of State. Financial records of<br>the SCHOOL shall be maintained in<br>the same manner as are financial<br>records of school districts and<br>pursuant to rules of the Auditor of<br>State. Audits shall be conducted in<br>accordance with section 117.10 of the<br>Ohio Revised Code. | 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. | The SCHOOL shall operate in<br>substantial compliance with Exhibit 2<br>("Financial Plan"), attached hereto<br>and incorporated by reference herein,<br>which establishes an estimated<br>SCHOOL budget for each year of the<br>period of this Successor Contract and<br>a total estimated per pupil expenditure<br>amount for each such year. | Financial Plan |
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| 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. | The SCHOOL shall not charge tuition<br>for the enrollment of any individual<br>who is a resident of Ohio. The<br>SCHOOL may charge tuition for the<br>enrollment of any individual age five<br>(5) to twenty-two (22) who is not a<br>resident of Ohio. | The Board of Directors shall comply<br>with the standards for financial<br>reporting adopted under Section<br>3301.07(B)(2) of the Ohio Revised<br>Code. | satisfactory to the SPONSOR and<br>shall comply with the requirements<br>and procedures for financial audits by<br>the Auditor of State. |
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| The Board of Directors may employ<br>teaching and nonteaching employees<br>necessary to carry out its mission and<br>fulfill its contractual obligations. The<br>arrangements for providing health and<br>other benefits to such employees are<br>set forth in the Management and<br>Administrative Plan. | The administration and management<br>of the SCHOOL shall be substantially<br>as set forth in Exhibit 3<br>("Management and Administrative<br>Plan"), attached hereto and<br>incorporated by reference herein, and<br>in the Educational Plan. | The SCHOOL shall, from time to<br>time, remove and appoint members of<br>the Board of Directors in accordance<br>with the SCHOOL's governing<br>documents and consistent with the<br>criteria established herein, or as<br>otherwise agreed by the parties. | Management and Administration | If the SCHOOL contracts with an<br>operator, all money that said operator<br>loans to the SCHOOL, including<br>facilities loans or cash flow<br>assistance, shall be accounted for,<br>documented, and bear interest at a fair<br>market rate. |
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| The SPONSOR and the SCHOOL<br>shall assess student achievement, and<br>the evaluation of the SCHOOL's<br>performance shall be based on the<br>academic, operational, and<br>governance standards and goals<br>identified in the Educational Plan, and<br>in Exhibit 4 ("Assessment and<br>Accountability Plan"), which exhibit<br>is attached hereto and incorporated by<br>reference herein. | Assessment and Accountability Plan | 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. | Classroom teachers shall be<br>certified/licensed in accordance with<br>Sections 3319.22 to 3319.31 of the<br>Ohio Revised Code, except that non-<br>certified/non-licensed persons may<br>teach up to twelve hours per week<br>pursuant to Section 3319.301 of the<br>Ohio Revised Code. The requirement<br>of certification or licensure may be<br>fulfilled by either a teaching<br>certificate/license or temporary or<br>interim teaching certificate/license as<br>issued by the Ohio Department of<br>Education. |
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| The SCHOOL may perform any of its<br>other obligations hereunder directly or<br>through subcontractors.<br>Notwithstanding the foregoing, the<br>SCHOOL shall not: (1) contract with<br>an operator as defined in Section<br>3314.02(A)(8) of the Ohio Revised<br>Code without the prior written<br>consent of the SPONSOR; or (2) | 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. | The performance standards by which<br>the success of the SCHOOL will be<br>evaluated by the SPONSOR shall<br>include, but not be limited to, the<br>applicable report card measures set<br>forth in Section 3302.03 or 3314.017<br>of the Ohio Revised Code. | The method of measurement that will<br>be used by the SCHOOL to determine<br>progress toward the academic goals<br>shall include the statewide<br>achievement assessments. |
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| 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 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's Fiscal Officer shall be responsible for annually reporting the SCHOOL's Fiscal Officer Section 3301.0714 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's data under 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. | The Board of Directors shall annually<br>report all of the information required<br>under Section 3314.08(B)(2) of the<br>Ohio Revised Code. | purchase goods or services from the<br>SPONSOR except as otherwise<br>permitted by Section 3314.46 of the<br>Ohio Revised Code. |
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| In accordance with Section<br>3314.03(B) of the Ohio Revised<br>Code, the SCHOOL shall submit to<br>the SPONSOR a comprehensive plan<br>for the SCHOOL, which shall specify: | In accordance with Section 3314.036<br>of the Ohio Revised Code, the Board<br>of Directors shall employ an attorney,<br>who shall be independent from the<br>SPONSOR or, if applicable, the<br>operator with which the SCHOOL has<br>contracted, for any services related to<br>the negotiation of the SCHOOL's<br>contract with the SPONSOR or the<br>SCHOOL's contract with the<br>operator. If the Board of Directors<br>contracts with an attorney, accountant,<br>or entity specializing in audits, said<br>attorney, accountant, or entity shall be<br>independent from the operator with<br>which the SCHOOL has contracted. | In accordance with Section 3314.037<br>of the Ohio Revised Code, the<br>members of the Board of Directors,<br>the SCHOOL's Fiscal Officer,<br>Superintendent, and other<br>administrative employees, and, if<br>applicable, all individuals performing<br>supervisory or administrative services<br>for the SCHOOL under a contract<br>with an operator of the SCHOOL,<br>shall complete training on an annual<br>basis on the public records and open<br>meetings laws. |
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| If the SCHOOL is the recipient of<br>moneys from a grant awarded under<br>the federal race to the top program,<br>Division (A), Title XIV, Sections<br>14005 and 14006 of the "American<br>Recovery and Reinvestment Act of<br>2009," Pub. L. No. 111-5, 123 Stat.<br>115, the SCHOOL will pay teachers<br>based upon performance in<br>accordance with Section 3317.141 | The SCHOOL shall operate in<br>conformance with all applicable laws,<br>rules, and regulations, including<br>applicable rules promulgated by the<br>Ohio Department of Education. | (1) the process by which the Board of<br>Directors will be selected in the<br>future; (2) the management and<br>administration of the SCHOOL; (3) if<br>the SCHOOL is a currently existing<br>public school, alternative<br>arrangements for current public<br>school students who choose not to<br>attend the SCHOOL and for teachers<br>who choose not to teach in the<br>SCHOOL after conversion; (4) the<br>instructional program and educational<br>philosophy of the SCHOOL; and (5)<br>internal financial controls. When<br>submitting such plan, the SCHOOL<br>shall also submit copies of all policies<br>and procedures regarding internal<br>financial controls adopted by the<br>Board of Directors. |
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| A. Throughout the Term, the SPONSOR<br>shall support the SCHOOL's<br>establishment and operation by<br>converting to the SCHOOL's use<br>certain resources previously utilized<br>by the SPONSOR, including but not<br>limited to portions of the SPONSOR's | ARTICLE V – RESPONSIBILITIES OF THE SPONSOR | <ul> <li>The SCHOOL's Governing Authority shall adopt an enrollment and attendance policy that requires a student's parent to notify the community school in which the student is enrolled when there is a change in the location of the parent's or student's primary residence. The SCHOOL's Governing Authority to adopt a student residence and address verification policy for students enrolling in or attending the school.</li> </ul> | Y. If the SCHOOL operates a preschool<br>program that is licensed by the<br>Department of Education under<br>Sections 3301.52 to 3301.59 of the<br>Ohio Revised Code, the SCHOOL<br>shall comply with Sections 3301.50 to<br>3301.59 of the Ohio Revised Code<br>and the minimum standards for<br>preschool programs prescribed in<br>rules adopted by the State Board<br>under Section 3301.53 of the Ohio<br>Revised Code. | and will comply with Section<br>3319.111 of the Ohio Revised Code<br>as if it were a school district. |
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| Report on an annual basis the results<br>of the evaluation conducted under<br>subparagraph (2) immediately above<br>to the Ohio Department of Education<br>and to the parents of students enrolled<br>in the SCHOOL;   | Monitor and evaluate the academic<br>and fiscal performance and the<br>organization and operation of the<br>SCHOOL on at least an annual basis; | Monitor the SCHOOL's compliance<br>with all laws applicable to the<br>SCHOOL and with the terms of this<br>Successor Contract; | As required by Section 3314.03(D) of<br>the Ohio Revised Code, the<br>SPONSOR shall do all of the<br>following: | The SPONSOR shall comply with the<br>procedures set forth in the<br>Management and Administrative Plan<br>for resolving disputes or differences<br>of opinion between it and the<br>SCHOOL. | facilities, staff, equipment,<br>instructional materials, curriculum,<br>and educational strategy, as<br>determined to be appropriate by the<br>SPONSOR in the SPONSOR's sole<br>discretion. |
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| Perform such other duties as set forth<br>in the agreement entered into with the<br>Ohio Department of Education | Have in place a plan of action to be<br>undertaken in the event the SCHOOL<br>experiences financial difficulties or<br>closes prior to the end of a school year<br>and consistent with the foregoing, the<br>SPONSOR recognizes its obligation<br>to oversee the SCHOOL's closure and<br>shall adopt a policy specifying its plan<br>such that closure is timely, consistent<br>with the law, and consistent with Ohio<br>Department of Education's<br>community school closure guidance<br>and procedures; and | Take steps to intervene in the<br>SCHOOL's operation to correct<br>problems in the SCHOOL's overall<br>performance, declare the SCHOOL to<br>be on probationary status pursuant to<br>Section 3314.073 of the Ohio Revised<br>Code, suspend the operation of the<br>SCHOOL pursuant to Section<br>3314.072 of the Ohio Revised Code,<br>or terminate this Successor Contract<br>pursuant to Section 3314.07 of the<br>Ohio Revised Code as determined<br>necessary by the SPONSOR; | Provide technical assistance to the<br>SCHOOL in complying with laws<br>applicable to the SCHOOL and terms<br>of this Successor Contract; |
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| As consideration for the SPONSOR<br>sponsoring the SCHOOL, the Board<br>of Directors shall pay to the<br>SPONSOR a sponsorship fee equal to<br>three percent (3%) of the total state<br>foundation payment, based upon<br>student enrollment, received by the<br>SCHOOL. The total state foundation<br>payment is defined under the<br>applicable regulations promulgated by<br>the Ohio Department of Education in<br>accordance with applicable provisions<br>of Ohio law. For purposes of | A representative of the SPONSOR<br>shall meet with the Board of Directors<br>and/or the SCHOOL's Fiscal Officer<br>and shall review the financial and<br>enrollment records of the SCHOOL at<br>least every month, as required by<br>Section 3314.023 of the Ohio Revised<br>Code. Not later than ten days after<br>each review, the SPONSOR shall<br>provide the Board of Directors and the<br>SCHOOL's Fiscal Officer with a<br>written report regarding the review.<br>Copies of those financial and<br>enrollment records shall be furnished<br>to the SPONSOR, members of the<br>Board of Directors, the SCHOOL's<br>Fiscal Officer, and, if applicable, the<br>SCHOOL's operator, on a monthly<br>basis. | pursuant to Section 3314.015(B) of the Ohio Revised Code. |
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| <ul> <li>A. This Contract and any renewal thereof<br/>may be non-renewed pursuant to<br/>Section 3314.07 of the Ohio Revised<br/>Code. Good cause, as set forth in</li> </ul> | ARTICLE VI – RENEWAL OF CONTRACT | calculating the sponsorship fee,<br>payments to the SPONSOR for<br>services, supplies, staff, or facilities<br>provided to the SCHOOL shall not be<br>included. The SCHOOL's Fiscal<br>Officer shall transfer the sponsorship<br>fee from the SCHOOL's account to<br>the SPONSOR, on or before the fifteenth<br>day of each month. In the event that<br>the Ohio Department of Education<br>subsequently determines that the<br>SCHOOL received an overpayment of<br>state foundation funds, the<br>sponsorship fee shall be adjusted<br>accordingly, in which case the<br>SCHOOL the amount of the<br>sponsorship fec overpayment.<br>Likewise, in the event that the Ohio<br>Department of<br>subsequently determines that the<br>SCHOOL received an underpayment.<br>Likewise, in the event that the Ohio<br>daccordingly, in which case the<br>sponsorship fec shall be adjusted<br>accordingly, in which case the SCHOOL received an underpayment.<br>SCHOOL received an underpayment<br>of state foundation funds, the<br>sponsorship fee shall be adjusted<br>accordingly, in which case the Board<br>of Directors shall promptly pay the<br>SPONSOR the amount of the<br>sponsorship fee underpayment. |
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| Provided this Contract has not been<br>terminated or non-renewed by the<br>SPONSOR and provided that the<br>SCHOOL desires renewal, the<br>SCHOOL must apply for renewal by<br>November 30th of the year preceding<br>the expiration of this Contract or any<br>renewal thereof. The SPONSOR shall<br>decide whether to grant said renewal<br>based upon the SCHOOL's<br>satisfactory compliance with<br>applicable laws and terms of this<br>Contract and the SCHOOL's progress<br>in meeting the academic goals<br>prescribed herein as determined by<br>the procedure specified below. | Section 3-314.07 of the Ohio Revised<br>Code, shall include, but not be limited<br>to, the SPONSOR determining that it<br>no longer desires to sponsor the<br>SCHOOL, and/or the SPONSOR<br>determining that its mission does not<br>support sponsoring the SCHOOL.<br>Notwithstanding anything in this<br>Contract to the contrary, the Parties<br>agree that this Contract shall expire at<br>the end of the Term if the SPONSOR<br>does not enter into an agreement with<br>the Ohio Department of Education<br>pursuant to O.R.C. 3314.016(B) that<br>authorizes the SPONSOR to renew<br>this Contract or otherwise sponsor the<br>SCHOOL. The SPONSOR shall use<br>reasonable efforts to enter into said<br>agreement. |
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|    | 3. By January 15th of the year of<br>the expiration of this Contract<br>or any renewal thereof, the<br>SPONSOR shall provide<br>written notice of its intent to<br>non-renew this Contract. If<br>the SPONSOR decides to<br>non-renew this Contract it<br>shall provide written notice<br>which shall include (1)<br>reasons for the proposed<br>action, (2) the effective date<br>of the non-renewal, and (3) a<br>statement that the SCHOOL<br>may, within fourteen (14)<br>calendar days of receipt of the<br>notice, request in writing an<br>informal hearing before the<br>SPONSOR. The informal<br>hearing, if requested, shall be<br>held within fourteen (14)<br>calendar days after the request<br>for an informal hearing is<br>received. Not later than<br>fourteen (14) calendar days<br>after the informal hearing, the<br>SPONSOR shall issue a | The SPONSOR shall provide a<br>cumulative report summarizing the<br>results of the High Stakes Review. | The SPONSOR shall conduct a High<br>Stakes Review of the SCHOOL as<br>described in Exhibit 5 ("High Stakes<br>Review"). |
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| The parties acknowledge that the site<br>visits require input from stakeholders<br>and agree to make Board members,<br>administrators, teachers, students, | The SPONSOR shall provide prior<br>notice of such visits and shall not<br>disrupt testing or the educational<br>process or programming of the<br>SCHOOL. | The SPONSOR shall be allowed to<br>observe the SCHOOL in operation at<br>site visits and shall have open access<br>for such visits. | The SCHOOL shall report in writing<br>to the Superintendent of the<br>SPONSOR any event or occurrence,<br>of which the SCHOOL is aware and<br>has reason to believe may have a<br>material adverse effect on the<br>operations, properties, assets,<br>financial condition, enrollment, or<br>reputation of the SCHOOL. | ARTICLE VII – QUALITY PRACTICES | If the SPONSOR decides to grant<br>renewal, the Parties shall negotiate the<br>terms of a renewal sponsorship<br>contract. | written decision either<br>affirming or rescinding the<br>decision to non-renew this<br>Contract. |
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| The SPONSOR and the SCHOOL<br>shall at all times collaborate in their<br>performance of their respective<br>obligations hereunder and may<br>periodically modify, as mutually<br>agreed by them and as permitted by<br>law, the allocation of responsibilities<br>and funding as between them. The | ARTICLE VIII - MISCELLANEOUS PROVISIONS | The SCHOOL agrees to meet with the<br>SPONSOR at least annually to discuss<br>performance on the academic<br>performance measures. The meeting<br>will be used to determine whether the<br>parties need to modify the<br>performance measures. | The SCHOOL agrees to meet with the<br>SPONSOR at least annually to review<br>terms and requirements of this<br>Contract to ensure the Contract is<br>consistent with changes in state and/or<br>federal law. | SPONSOR shall provide a written<br>report that includes: (a) information<br>collected; (b) areas of strength, and<br>(c) areas needing improvement. The<br>School shall provide updates for the<br>SPONSOR's review pertaining to any<br>area needing improvement. | d/or staff of the operatc<br>able at mutually agree |
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| Pursuant to Section 3314.03(A)(20) of<br>the Ohio Revised Code, the parties<br>recognize the authority of the Ohio<br>Department of Education to take over<br>the sponsorship of the SCHOOL in<br>accordance with the provisions of<br>Section 3314.015 of the Ohio Revised<br>Code. Pursuant to Section<br>3314.03(A)(21) of the Ohio Revised<br>Code, the parties recognize the<br>authority of the SPONSOR to assume<br>the operation of the SCHOOL under<br>the conditions specified in Section<br>3314.073 of the Ohio Revised Code. | The parties agree that this Successor<br>Contract incorporates, as of the date it<br>is first adopted by the parties, any<br>additions or modifications<br>subsequently requested by the Office<br>of Community Schools (or other<br>authority of the State of Ohio) and<br>agreed to by the parties in writing. | SPONSOR and the SCHOOL shall<br>additionally collaborate to develop<br>and modify, as mutually agreed by<br>them and permitted by law, the<br>SCHOOL's educational program,<br>financial protocols, governance and<br>administrative structures, and<br>assessment and accountability criteria<br>and procedures, as well as any other<br>aspect of the SCHOOL's operations. |
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| If the SCHOOL fails to open for<br>operation within one year after the<br>Contract is adopted pursuant to<br>division (D) of Section 3314.02 of the<br>Ohio Revised Code or permanently | Pursuant to Section 3314.03(A)(22) of<br>the Ohio Revised Code, the parties<br>recognize: (a) the authority of public<br>health and safety officials to inspect<br>the facilities of the SCHOOL and to<br>order the facilities closed if those<br>officials find that the facilities are not<br>in compliance with health and safety<br>laws and regulations; and (b) the<br>authority of the Ohio Department of<br>Education as the community school<br>oversight body to suspend the<br>operation of the SCHOOL under<br>Section 3314.072 of the Ohio Revised<br>Code if the Department has evidence<br>of conditions or violations of law at<br>the SCHOOL that pose an imminent<br>danger to the health and safety of the<br>SCHOOL's students and employees<br>and the SPONSOR refuses to take<br>such action. | In the event that the SCHOOL<br>permanently closes and ceases its<br>operation as a community school, any<br>remaining assets of the SCHOOL<br>shall be distributed in accordance with<br>Section 3314.074 of the Ohio Revised<br>Code and the SCHOOL's Articles of<br>Incorporation. |
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|   | This Successor Contract constitutes<br>the entire agreement among the<br>parties and any modifications of this<br>Successor Contract must be made and<br>agreed to in writing. | any rights, duties or obligations<br>described herein shall be assigned by<br>either party without prior written<br>consent of the other party, except that<br>the parties may, by agreement,<br>reallocate between them such rights,<br>duties and obligations. Except as<br>otherwise provided hereunder with<br>respect to the SCHOOL's acquisition<br>of services from an operator, the<br>parties may subcontract any of their<br>respective duties or obligations<br>hereunder. | third-party beneficiaries. | This Successor Contract shall be<br>governed and interpreted according to<br>the laws of the State of Ohio. | closes prior to the expiration of the<br>Contract, the Contract shall be void<br>and the SCHOOL shall not enter into<br>a contract with any other sponsor.<br>The SCHOOL shall not be considered<br>permanently closed because the<br>operations of the SCHOOL have been<br>suspended pursuant to section<br>33 14.072 of the Revised Code. |
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## SITE VISIT – REPORT SUMMARY Compliance with Contractual Obligations Compliance Documentation

Dear Quaker Digital Academy Governing Authority and Dr. Varratia

On January 9, 2019, I conducted a site visit of the School. A copy of that the site visit report is attached. This is a summary of my report.

<u>Compliance with Contractual Obligations</u>. During my visit, I conducted a file review of contractual obligations compliance with Dr. Varrati to ensure the school's compliance with contractual obligations. I found QDA to be in complete compliance with all applicable contractual obligations.

<u>Compliance Documentation</u>. During my visit, I conducted a file review of compliance documentation with a District Administrator to ensure the District's documentation is compliant with Ohio law. I reviewed the areas that ODE found to be areas of growth and/or that we had a Compliance Action Plan last year. I found QDA to be on track with all items in the action plan and prepared for this school year. I also reviewed all other compliance requirements and found them to be in compliance.

Areas Needing Improvement.

- Ensure that all policies that need annual review are completed by April 2019.
- Ensure website is updated with any changes in policy, registration guidelines, and with the latest ODE Report Card within ten days of changes.

Areas of Strength.

- QDA followed up on the recommendations from the October Site Visit.
- QDA is commended for their documentation process and organization.
- All items reviewed were in compliance!
- QDA is very aware of their contractual obligations and is in complete compliance.
- QDA goes above simple compliance to ensure best practices are also implemented.

If you have any questions, do not hesitate to contact me.

Very truly yours,

David Brand Superintendent/CEO

Enclosure (Site Visit Forms)

-12-19

Dr. Richard Varrati, CEO QDA

Date

I certify that I have received this letter and shared with the appropriate staff members including the Governing Board Members

|   | SPC   | SPONSOR SITE VISIT  | <b>TE VISIT</b>   |   |   |  |
|---|---|---|---|---|---|--|
| COMPLI/   | ANCE WIT  | H CONTR.  | COMPLIANCE WITH CONTRACTUAL OBLIGATIONS   | ATIO                                      | SN  |  |
| Sponsor Representative: David J. Brand, CEO   | CEO   | Dat   | Date of Site Visit:   |   | Janua                                       | January 9, 2019  |
| School Name: ODA  |   | Sch   | School Representative:  | *.*                                       | Dr. V                                       | Dr. Varrati, CEO   |
| This site visit evaluates the School's compliance with the contractual obligations in its sponsor contract. To accomplish this, the Sponsor has reproduced each section of the contract below. The Sponsor recognizes that certain items within the sponsor contract may be reviewed during other site visits (e.g. compliance with all applicable laws and rules; and academic performance measures) or does not reflect on obligations of the School (e.g. it reflects on Sponsor obligation). Such items may be marked with "N/A." If documentation is used to evaluate compliance, please attach the documentation. | nnce with th<br>ontract belo<br>compliance<br>(e.g. it refl<br>please attac | e contractua<br>w. The Sp<br>with all app<br>with all app<br>ects on Spo<br>h the docum | al obligations in its<br>onsor recognizes the<br>olicable laws and ru<br>onsor obligation). | s spons<br>nat cert<br>lles; an<br>Such i | sor cont<br>lain iten<br>d acade<br>tems ma | ract. To accomplish this, the<br>ns within the sponsor contract<br>mic performance measures) or<br>ny be marked with "N/A." It |
| Contractual Language  | Z   | Method of Evaluation  | luation   | Com<br>Deter                              | Compliance<br>Determination                 | Notes  |
| 0   | Certification D   | Documentation<br>(attach)   | N/A<br>(reviewed elsewhere)   | Yes                                       | No N/A                                      |  |
| ARTICLE I - PURPOSE   |   |   |   |   |   | ć  |
| A. This Successor Contract is entered<br>into pursuant to Chapter 3314 of the<br>Ohio Revised Code, and specifically<br>Section 3314.03(E) of the Ohio<br>Revised Code, for the purpose of<br>renewing the SPONSOR's<br>sponsorship of the SCHOOL as a<br>conversion-type community school<br>upon the terms and conditions<br>contained herein. The SCHOOL shall<br>utilize certain resources converted to<br>the SCHOOL's use by the SPONSOR,<br>including but not limited to portions<br>of the SPONSOR's facilities, staff,<br>equipment, instructional materials,  |   |   |   | Ves Ves                                   | N/N   | Conflat  |
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| The SCHOOL is classified as a dropout prevention and recovery school pursuant to Section 3314.36 of the Ohio Revised Code and Section | Except as otherwise provided herein,<br>this Successor Contract supersedes in<br>its entirety the Successor Sponsorship<br>Contract dated December 17, 2012,<br>and the parties waive any rights<br>pursuant to said contract with respect<br>to future performance. | curriculum, and educational strategy,<br>as determined to be appropriate by the<br>SPONSOR, in the SPONSOR's sole<br>discretion. The SCHOOL shall be a<br>public school, legally separate from<br>any school district, and part of the<br>state education program. Pursuant to<br>Section 3314.01 of the Ohio Revised<br>Code, and except as otherwise<br>provided hereunder, the SCHOOL<br>may sue and be sued, acquire facilities<br>as needed, and contract for services<br>necessary for the operation of the<br>SCHOOL. As the SCHOOL's<br>Governing Authority, the Board of<br>Directors of the SCHOOL may carry<br>out any act and ensure the<br>performance of any function that is in<br>compliance with the Ohio<br>Constitution, Chapter 3314 of the<br>Ohio Revised Code, other statutes<br>applicable to community schools, and<br>this Successor Contract. |
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| request. The current Board of<br>Directors is composed of the<br>following individuals:<br><u>Charles "Gil" Synder</u><br><u>Hugh Berry</u><br><u>Agnes Swigart</u><br><u>Perry Hersiherger</u><br><u>Greg Goodie</u><br>No individual shall be a member of<br>the Board of Directors if he/she: (1)<br>owes the State any money or is in a<br>dispute over whether he/she owes the<br>State any money concerning the<br>operation of a community school that<br>has closed; (2) is subject to Section<br>3319.31(B) of the Ohio Revised Code<br>with respect to refusal, limitation, or<br>revocation of a license to teach, if<br>he/she were a licensed educator; (3)<br>has pleaded guilty to or been<br>convicted of a substantially similar<br>offense in another state; (4) is an<br>employee of the SPONSOR; or (5) is<br>a member of a school district board of<br>the Board of Directors unless and<br>until he/she has submitted to a<br>criminal records check in the manner |
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| Except as otherwise provided herein,<br>the Term of this Successor Contract<br>shall be for a period of one year,<br>commencing on July 1, 2018, and<br>ending on June 30, 2019. | ARTICLE III - TERM | Each member of the Board of<br>Directors shall annually file a<br>disclosure statement setting forth the<br>names of any immediate relatives or<br>business associates employed by any<br>of the following within the previous<br>three years: (1) the SPONSOR; (2) an<br>operator of the SCHOOL; (3) a school<br>district or educational service center<br>that has contracted with the<br>SCHOOL; and/or (4) a vendor that is<br>or has engaged in business with the<br>SCHOOL. | No present or former member of the<br>Board of Directors, or immediate<br>relative of a present or former<br>member of the Board of Directors<br>shall be an officer of the SPONSOR,<br>serve as an employee of or a<br>consultant for the SPONSOR, or have<br>supervisory authority over the<br>SPONSOR unless at least one year<br>has elapsed since the conclusion of<br>the individual's membership on the<br>Board of Directors. | prescribed by Section 3319.39 of the Ohio Revised Code. |
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|   | In accordance with Section 3314.07(B)(1) of the Ohio Revised Code, the SPONSOR may choose not to renew the Successor 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 Successor Contract or applicable state or federal law; or (d) other good cause. The SPONSOR may suspend 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. | The SPONSOR may, at its sole<br>option, accelerate the term of this<br>Successor Contract by giving written<br>notice of the same to the SCHOOL by<br>January 15 of any year, in which<br>event this Successor Contract shall<br>expire on June 30 <sup>th</sup> of such year. The<br>SCHOOL agrees not to contest in any<br>forum the SPONSOR's exercise of<br>this option. |
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| a. The SCHOOL currently<br>utilizes a 10,000 square foot<br>facility located at 400 Mill<br>Avenue, S.E., Suite 901, New<br>Philadelphia, Ohio 44663. | The SCHOOL shall utilize the following facilities: | Facilities | The SCHOOL shall open for<br>operation not later than the thirtieth<br>day of September each school year,<br>unless the mission of the SCHOOL is<br>solely to serve dropouts. | The SCHOOL is a conversion school<br>as defined in Chapter 3314 of the<br>Ohio Revised Code. | The SCHOOL has been established as<br>and shall remain a non-profit or public<br>benefit corporation pursuant to<br>Chapter 1702 of the Ohio Revised<br>Code. | ARTICLE IV – RESPONSIBILITIES OF THE SCHOOL | In the event that the SPONSOR<br>terminates or non-renews this<br>Successor Contract, the Board of<br>Directors may immediately contract<br>with a new sponsor to assume the<br>sponsorship of the SCHOOL effective<br>on the date of the termination or non-<br>renewal. |
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|    | Board of Directors leas<br>facility from Glimch<br>has no relationship to<br>ator of the SCHOOL,<br>m of ten (10) years. 1<br>d of Directors pays<br>tal rent of \$62,000.04<br>ze said facilities.<br>the Board of Direct<br>pays for other costs t<br>curs from its use of s<br>lities, such as utilit<br>rance, and maintenance<br>SCHOOL curre<br>izes a 2,000 square t<br>lity located at 5122 S<br>the 39, P.O. Box 2<br>lity of Directors leases<br>the son operator seases<br>the son operator seases<br>the son operator seases<br>the son operator of rent, the Boar<br>cectors pays an annual<br>\$14,400.00 to utilize<br>lities. In addition to<br>yment of rent, the Boar<br>rectors also pays for o<br>e of said facilities, suc<br>lities, insurance,<br>and facilities, suc  |
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| utilizes a 1,400 square loot<br>facility located at 2228 Sunset<br>Boulevard, Suite 2B,<br>Steubenville, Ohio 43952.<br>The Board of Directors leases<br>said facility from OME-<br>RESA Information<br>Technology Center, who has<br>no relationship to an operator<br>of the SCHOOL, for a term of<br>one (1) year. The Board of<br>Directors pays an annual rent<br>of \$13,908.00 to utilize said<br>facilities. In addition to the   | The SCHOOL current   | year for other costs that it<br>incurs from its use of said<br>facilities, such as utilities, | payment of rent, the Board of<br>Directors also pays<br>approximately \$13,200.00 per | of \$13,200.00 to utilize said<br>facilities. In addition to the | of the SCHOOL, for a term of three (3) years. The Board of | from Brandon Dahl, who has<br>no relationship to an operator |                   | facility located at 108 East 5 <sup>th</sup><br>Street Fast Livernool Ohio | infilizes a 2 500 somare |
| es a 1,4<br>y located<br>ward,<br>enville,<br>Board of<br>facility<br>facility<br>facility<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lationshij<br>lations | SCHOOL               | or off<br>from<br>S, SI   | nt of i<br>rs<br>imate  | rs pa<br>,200.(  | SCHC   | rando<br>tionst  |                   | located at 108 East 5 <sup>th</sup><br>Fast Livernool Ohio                 | a 2 500                  |
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| 0 squar<br>at 2228<br>Suite<br>Ohio<br>Directors<br>from<br>Infor<br>Infor<br>to an o<br>to an o<br>to an o<br>to an o<br>The Bc<br>The Bc  | untena               | osts<br>use c<br>as u   | he Ba<br>3,200  | utiliz<br>lition   | for a the Bo   | hl, w  | Boa               | inuu<br>108 E  | sunar                    |
| <ul> <li>1,400 square toot</li> <li>uted at 2228 Sunset</li> <li>Suite 2B,</li> <li>e, Ohio 43952.</li> <li>of Directors leases</li> <li>ity from OME-</li> <li>Information</li> <li>Center, who has</li> <li>ship to an operator</li> <li>OOL, for a term of</li> <li>OOL, for a term of</li> <li>ar. The Board of</li> <li>ar. The Board of</li> <li>ays an annual rent</li> <li>.00 to utilize said</li> <li>In addition to the</li> </ul>   | enance.<br>currently | use of said<br>as utilities,  | pard of<br>pays<br>00 per   | 0.00 to utilize said<br>In addition to the                       | erm o  | ho ha<br>perato  | rd of<br>facility | East 5   | inare foot               |
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| 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. | The SCHOOL shall provide its<br>students a location within a fifty-mile<br>radius of the student's residence at<br>which to complete the statewide<br>achievement and diagnostic<br>assessments prescribed under Sections<br>3301.079, 3301.0710, and 3301.0712<br>of the Ohio Revised Code. The<br>SCHOOL may provide its students<br>with a location within a fifty-mile<br>radius of the student's residence at<br>which the student's receive<br>counseling, instructional coaching,<br>and testing assistance. | The Governing Authority may, at any<br>time and in its sole discretion, change<br>the location of its facilities, reduce the<br>number of its facilities, or increase the<br>number of its facilities to the extent<br>permitted by law. | payment of rent, the Board of<br>Directors also pays for other<br>costs that it incurs from its<br>use of said facilities, such as<br>utilities, insurance, and<br>maintenance. |
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| The SCHOOL shall, at all times, have<br>a designated Fiscal Officer that is<br>licensed as a school treasurer pursuant<br>to Section 3314.011(D) of the Ohio<br>Revised Code, the Fiscal Officer shall<br>be employed by or engaged under a<br>contract with the Board of Directors.<br>As required by Section 3314.011(B)<br>of the Ohio Revised Code, the Fiscal<br>Officer shall, before entering upon<br>his/her duties, execute a bond in an<br>amount and with surety to be<br>approved by the Board of Directors,<br>payable to the State of Ohio,<br>conditioned for the fiscal Officer. Said<br>bond shall be deposited with the<br>Board of Directors, and a copy<br>thereof, certified by the Board of<br>Directors, shall be filed with the<br>Tuscarawas County Auditor. | The SCHOOL's central base of<br>operation shall be located at 400 Mill<br>Avenue S.W., Suite 901, New<br>Philadelphia, Ohio 44663. The<br>SPONSOR shall maintain a<br>representative within fifty miles of<br>said location to provide monitoring<br>and assistance to the SCHOOL. |
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| As required by Section<br>3314.03(A)(24) of the Ohio Revised<br>Code, the SCHOOL shall comply<br>with Sections 3302.04 and 3302.041<br>of the Ohio Revised Code, except that<br>any action required to be taken by a<br>school district shall be taken by the<br>SPONSOR (except that the | The SCHOOL shall comply with<br>Chapter 102 and Section 2921.42 of<br>the Ohio Revised Code. | 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. | specified in Section 3314.17 of the Ohio<br>Revised Code |
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| a. "Learning opportunities" are<br>defined as including the<br>SCHOOL's internet- based<br>and book-based curriculum,<br>student-SCHOOL<br>interactions, and<br>independently-completed<br>SCHOOL assignments.<br>Learning opportunities also<br>include orientation activities<br>that introduce students to the<br>educational program of the | The SCHOOL shall provide "learning<br>opportunities" to a minimum of<br>twenty-five (25) students for a<br>minimum of nine hundred twenty<br>(920) hours per school year. | The SCHOOL shall operate in<br>substantial compliance with Exhibit 1<br>("Educational Plan"), which exhibit is<br>attached hereto and incorporated by<br>reference herein, including but not<br>limited to provisions in such Exhibit<br>concerning the SCHOOL's mission,<br>the characteristics of the students the<br>SCHOOL is expected to attract, the<br>ages and grades of students, and the<br>focus of the curriculum. | Educational Program | SPONSOR shall not be required to<br>take any action described in Section<br>3302.04(F)). |
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|  | Except as otherwise provided by<br>Sections 3314.22(A)(2) or (3) of the<br>Ohio Revised Code, the SCHOOL<br>shall supply each student enrolled in<br>the SCHOOL with a computer. | The S<br>operate<br>learning                   | learning<br>day. Sai<br>in such<br>informat<br>may easi<br>Ohio De<br>or to the  | As requ<br>3314.27 (<br>Code, the<br>an accur             | No stu<br>SCHO0<br>more<br>learnin<br>period<br>consec   | and/or<br>establis                                 |
| uired by Section 3314.23 of the<br>Revised Code, the SCHOOL<br>comply with the standards | therwise<br>.22(A)(2)<br>Code,<br>ach stude<br>with a con  | The SCHOOL<br>operate using<br>learning model. | learning opportunities each<br>day. Said record shall be kept<br>in such a manner that the<br>information contained therein<br>may easily be submitted to the<br>Ohio Department of Education<br>or to the Auditor of State. | of<br>S   | No student enrolled in the SCHOOL may participate in more than ten hours of learning opportunities in any period of twenty-four consecutive hours. | and/or other criteri<br>established by the SCHOOL. |
| 3314.23 c<br>the SCH<br>the stan   | provided<br>or (3) o<br>the SCH<br>ent enrollo<br>nputer.  | sh   | opportunities each<br>d record shall be kept<br>a manner that the<br>ion contained therein<br>ly be submitted to the<br>partment of Education<br>Auditor of State.   | ed by Sec<br>the Ohio Rev<br>CHOOL shall<br>participation | olled in the<br>participate in<br>n hours of<br>unities in any<br>twenty-four<br>rs.   | r cri<br>e SCHO(                                   |
| .23 of the SCHOOL standards  | by<br>f the<br>OOL<br>ed in  | all not<br>blended                             | each<br>kept<br>the<br>erein<br>o the<br>ation   | Section<br>Revised<br>all keep<br>of each<br>on in        | the<br>e in<br>of<br>any<br>four   | criteria<br>100L.                                  |
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| As required by Section 3314.271(D)<br>of the Ohio Revised Code, the<br>SCHOOL shall, on a periodic basis<br>throughout each school year,<br>communicate with each student's | Each student enrolled in the SCHOOL<br>shall be assigned to at least one<br>teacher of record. No teacher of<br>record shall be primarily responsible<br>for the academic development and<br>achievement of more than one<br>hundred twenty-five students.<br>Pursuant to Section 3314.21 of the<br>Ohio Revised Code, teachers shall<br>conduct periodic visits with their<br>students in person, which would<br>include face to face and digital means<br>throughout the Educational Plan. | The SCHOOL shall use a filtering<br>device or install filtering software that<br>protects against internet access to<br>materials that are obscene or harmful<br>to juveniles on each computer<br>provided to students for instructional<br>use. The SCHOOL shall provide such<br>device or software at no cost to any<br>student who works primarily from the<br>student's residence on a computer<br>obtained from a source other than the<br>school. | developed by the international association for K-12 learning. |
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| To the extent applicable, the SCHOOL shall comply with Sections 3313.61, 3313.611, and 3313.614 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 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 3313.61 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a   | parent, guardian, or custodian<br>regarding the performance and<br>progress of that student. The<br>SCHOOL shall also provide<br>opportunities for parent-teacher<br>conferences, shall document the<br>SCHOOL's requests for such<br>conferences, and may permit students<br>to participate in the conferences.<br>Parent-teacher conferences may be<br>conducted through electronic means. |
| the extent applicable, the<br>OOL shall comply with Sections<br>61, 3313.611, and 3313.614 of<br>Dhio Revised Code, except that<br>udents who enter ninth grade for<br>rst time before July 1, 2010, the<br>rement in Sections 3313.61 and<br>.611 of the Ohio Revised Code<br>a person must successfully<br>lete the curriculum in any high<br>slete the curriculum in any high<br>slete the curriculum in any high<br>of prior to receiving a high school<br>ma may be met by completing<br>urriculum adopted by the Board<br>Directors rather than the<br>culum specified in Title XXXIII<br>e Ohio Revised Code or any rules<br>he State Board of Education<br>nning with students who enter<br>in grade for the first time on or<br>July 1, 2010, the requirement in<br>ons 3313.61 and 3313.611 of the<br>Revised Code that a person must<br>essfully complete the curriculun<br>high school prior to receiving :  | guar<br>g th<br>s of<br>lL s<br>nces,<br>nces,<br>ances, a<br>nces, a<br>icipate<br>eacher<br>ed thrc  |
| extent applicable,<br>hall comply with Se<br>313.611, and 3313.6<br>Revised Code, excep<br>is who enter ninth gra-<br>ne before July 1, 201<br>t in Sections 3313.6<br>of the Ohio Revised<br>erson must succes<br>he curriculum in any<br>r to receiving a high is<br>any be met by comp<br>lum adopted by the<br>tors rather than<br>specified in Title X<br>o Revised Code or any<br>ate Board of Edu-<br>with students who<br>e for the first time<br>1, 2010, the requiren<br>313.61 and 3313.611<br>sed Code that a perso<br>school prior to recei   | guardian, or custe<br>the performance<br>of that student.<br>shall also pre-<br>ties for parent-tea<br>es, shall document<br>'s requests for<br>es, and may permit stu-<br>ipate in the confere<br>icher conferences may<br>through electronic mea   |
| applic<br>and 3:<br>ode, c<br>lons 3:<br>io Rev<br>io  lian, or custodian<br>performance and<br>that student. The<br>for parent-teacher<br>shall document the<br>requests for such<br>in the conferences<br>conferences may be<br>ugh electronic means.   |
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| ř  | The SCHOOL shall seek to achieve<br>racial and ethnic balance reflective of<br>the community it serves by<br>publicizing and marketing the<br>SCHOOL in, and recruiting students | high school diploma shall be met by<br>completing the requirements<br>prescribed in Section 3313.603(C) of<br>the Ohio Revised Code, unless the<br>person qualifies under Section<br>3313.603(D) or (F) of the Ohio<br>Revised Code. The SCHOOL shall<br>comply with the plan for awarding<br>high school credit based on<br>demonstration of subject area<br>competency, and beginning with the<br>2017-2018 school year, with the<br>updated plan that permits students<br>enrolled in seventh and eighth grade<br>to meet curriculum requirements<br>based on subject area competency<br>adopted by the State Board of<br>Education under divisions (J)(1) and<br>(2) of section 313.603 of the Revised<br>Code. Beginning with the 2018-2019<br>school year, the SCHOOL shall<br>comply with the framework for<br>granting units of high school credit to<br>students who demonstrate subject area<br>competency through work-based<br>learning experiences, internships, or<br>cooperative education developed by<br>the department under division (J)(3)<br>of section 3313.603 of the Revised<br>Code. |
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| In accordance with Section 3314.28 of<br>the Ohio Revised Code, the SCHOOL<br>shall annually submit to the<br>SPONSOR on or before the first day<br>of September a plan for providing<br>special education and related services<br>to disabled students enrolled in the<br>SCHOOL. As authorized by Section<br>3314.022 of the Ohio Revised Code,<br>the Board of Directors may contract<br>with the governing authority of<br>another community school, the board<br>of education of a school district, the<br>governing board of an educational<br>service center, a county board of<br>developmental disabilities, or the<br>administrative authority of a<br>nonpublic school for provision of<br>services for any disabled student<br>enrolled at the SCHOOL. | from, all segments of such<br>community. The SCHOOL shall<br>provide notices to students, parents,<br>staff and the general public that all<br>educational programs are available<br>without regard to race, creed, color,<br>handicapping condition or sex.<br>Further, the SCHOOL shall provide<br>the non-discrimination notice in such<br>media as newsletters, annual reports,<br>administrative reports, application<br>information, handbooks, application<br>forms, and promotional materials. |
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| The SCHOOL shall not enroll more<br>students than the number permitted by<br>its enrollment limit established by the<br>Ohio Department of Education<br>pursuant to Section 3314.20 of the<br>Ohio Revised Code. | As required by Section 3314.271(A)<br>of the Ohio Revised Code, the<br>SCHOOL shall offer a student<br>orientation course and shall notify<br>each student who enrolls in the<br>SCHOOL of his/her opportunity to<br>participate in said orientation course. | Subject to capacity limitations and<br>except as otherwise provided herein,<br>the SCHOOL shall admit students<br>who are entitled to attend school in<br>any school district in Ohio.<br>Consistent with the foregoing, the<br>Board of Directors has adopted or<br>shall adopt admission policies and<br>procedures that comply with Sections<br>3314.06 and, if applicable, 3314.061<br>of the Ohio Revised Code, which are<br>incorporated by reference herein. The<br>SCHOOL shall not discriminate in the<br>admission of students on the basis of<br>race, creed, color, handicapping<br>condition, or sex. Upon the admission<br>of any handicapped student, the<br>SCHOOL will comply with all federal<br>and state laws regarding the education<br>of handicapped students. |
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| As required by Section 3314.26(A) of<br>the Ohio Revised Code, the SCHOOL<br>shall withdraw any student who, for<br>two consecutive school years of<br>enrollment in the SCHOOL, has failed<br>to participate in the spring<br>administration of any assessment<br>prescribed under Sections 3301.0710<br>or 3301.0712 of the Ohio Revised<br>Code for the student's grade level, and<br>was not excused from the assessment<br>pursuant to Section 3301.0711(C)(1)<br>or (3) of the Ohio Revised Code,<br>regardless of whether a waiver was<br>granted for the student under Section<br>3314.08(L)(3) of the Ohio Revised<br>Code. The SCHOOL shall report any<br>such student's data verification code,<br>as assigned pursuant to Section<br>3301.0714 of the Ohio Revised Code,<br>to the Ohio Department of Education. | The SCHOOL's attendance and<br>participation policies shall be<br>available for public inspection. | The Board of Directors has adopted or<br>shall adopt an attendance policy that<br>includes a procedure for automatically<br>withdrawing a student from the<br>SCHOOL if the student, without a<br>legitimate excuse, fails to participate<br>in seventy-two (72) consecutive hours<br>of the learning opportunities offered<br>to the student, which is incorporated<br>by reference herein. |
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| The SCHOOL shall annually submit<br>to the Ohio Department of Education<br>and Auditor of State a report of each<br>instance under which a student who is<br>enrolled in the SCHOOL resides in a<br>children's residential center as defined<br>under Section 5103.05 of the Ohio<br>Revised Code. | The SCHOOL shall distribute the<br>written notice required by Section<br>3314.041 of the Ohio Revised Code to<br>the parents of all students enrolled in<br>the SCHOOL. | The SCHOOL shall provide written<br>notice of the provisions set forth in<br>Section 3314.22(A) of the Ohio<br>Revised Code to each parent who is<br>considering enrolling his/her child in<br>the SCHOOL, and to each parent<br>whose child is already enrolled in the<br>SCHOOL.   | The SCHOOL's attendance and<br>participation records shall be made<br>available to the Ohio Department of<br>Education, the Auditor of State, and<br>the SPONSOR to the extent permitted<br>by Section 3319.321 of the Ohio<br>Revised Code and the Family<br>Educational Rights and Privacy Act of<br>1974 (20 USC 1232g). |
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| The SCHOOL shall comply with<br>policies and procedures regarding<br>internal financial controls that are | The SCHOOL shall be audited by the<br>Auditor of State. Financial records of<br>the SCHOOL shall be maintained in<br>the same manner as are financial<br>records of school districts and<br>pursuant to rules of the Auditor of<br>State. Audits shall be conducted in<br>accordance with section 117.10 of the<br>Ohio Revised Code. | 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. | Financial Plan<br>The SCHOOL shall operate in<br>substantial compliance with Exhibit 2<br>("Financial Plan"), attached hereto<br>and incorporated by reference herein,<br>which establishes an estimated<br>SCHOOL budget for each year of the<br>period of this Successor Contract and<br>a total estimated per pupil expenditure<br>amount for each such year. |
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| In accordance with Section<br>3314.08(G)(1) of the Ohio Revised<br>Code, the SCHOOL may borrow<br>money to pay any necessary and<br>actual expenses of the SCHOOL in<br>anticipation of the receipt of any<br>portion of the payments to be received<br>by the SCHOOL pursuant to Section<br>3314.08(C) of the Ohio Revised<br>Code. The SCHOOL may issue notes<br>to evidence such borrowing, and the<br>proceeds of such notes shall be used<br>only for the purposes for which the<br>anticipated receipts may be lawfully<br>expended by the SCHOOL. | The SCHOOL shall not charge tuition<br>for the enrollment of any individual<br>who is a resident of Ohio. The<br>SCHOOL may charge tuition for the<br>enrollment of any individual age five<br>(5) to twenty-two (22) who is not a<br>resident of Ohio. | The Board of Directors shall comply<br>with the standards for financial<br>reporting adopted under Section<br>3301.07(B)(2) of the Ohio Revised<br>Code. | satisfactory to the SPONSOR and<br>shall comply with the requirements<br>and procedures for financial audits by<br>the Auditor of State. |
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| The Board of Directors may employ<br>teaching and nonteaching employees<br>necessary to carry out its mission and<br>fulfill its contractual obligations. The<br>arrangements for providing health and<br>other benefits to such employees are<br>set forth in the Management and<br>Administrative Plan. | The administration and management<br>of the SCHOOL shall be substantially<br>as set forth in Exhibit 3<br>("Management and Administrative<br>Plan"), attached hereto and<br>incorporated by reference herein, and<br>in the Educational Plan. | The SCHOOL shall, from time to<br>time, remove and appoint members of<br>the Board of Directors in accordance<br>with the SCHOOL's governing<br>documents and consistent with the<br>criteria established herein, or as<br>otherwise agreed by the parties. | Management and Administration | If the SCHOOL contracts with an<br>operator, all money that said operator<br>loans to the SCHOOL, including<br>facilities loans or cash flow<br>assistance, shall be accounted for,<br>documented, and bear interest at a fair<br>market rate. |
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| The SPONSOR and the SCHOOL<br>shall assess student achievement, and<br>the evaluation of the SCHOOL's<br>performance shall be based on the<br>academic, operational, and<br>governance standards and goals<br>identified in the Educational Plan, and<br>in Exhibit 4 ("Assessment and<br>Accountability Plan"), which exhibit<br>is attached hereto and incorporated by<br>reference herein. | Assessment and Accountability Plan | 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. | Classroom teachers shall be<br>certified/licensed in accordance with<br>Sections 3319.22 to 3319.31 of the<br>Ohio Revised Code, except that non-<br>certified/non-licensed persons may<br>teach up to twelve hours per week<br>pursuant to Section 3319.301 of the<br>Ohio Revised Code. The requirement<br>of certification or licensure may be<br>fulfilled by either a teaching<br>certificate/license or temporary or<br>interim teaching certificate/license as<br>issued by the Ohio Department of<br>Education. |
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| The SCHOOL may perform any of its<br>other obligations hereunder directly or<br>through subcontractors.<br>Notwithstanding the foregoing, the<br>SCHOOL shall not: (1) contract with<br>an operator as defined in Section<br>3314.02(A)(8) of the Ohio Revised<br>Code without the prior written<br>consent of the SPONSOR; or (2) | The Board of Directors shall submit a<br>report of the SCHOOL's financial<br>status and activities and progress in<br>meeting academic goals and<br>performance standards contained in<br>the Educational Plan and the<br>Assessment and Accountability Plan<br>to the SPONSOR and to the parents of<br>all students enrolled in the SCHOOL<br>within four months after the end of<br>each school year. | The performance standards by which<br>the success of the SCHOOL will be<br>evaluated by the SPONSOR shall<br>include, but not be limited to, the<br>applicable report card measures set<br>forth in Section 3302.03 or 3314.017<br>of the Ohio Revised Code. | The method of measurement that will<br>be used by the SCHOOL to determine<br>progress toward the academic goals<br>shall include the statewide<br>achievement assessments. |
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| 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 and the rules adopted under 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 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. | The Board of Directors shall annually<br>report all of the information required<br>under Section 3314.08(B)(2) of the<br>Ohio Revised Code. | purchase goods or services from the<br>SPONSOR except as otherwise<br>permitted by Section 3314.46 of the<br>Ohio Revised Code. |
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| In accordance with Section<br>3314.03(B) of the Ohio Revised<br>Code, the SCHOOL shall submit to<br>the SPONSOR a comprehensive plan<br>for the SCHOOL, which shall specify: | In accordance with Section 3314.036<br>of the Ohio Revised Code, the Board<br>of Directors shall employ an attorney,<br>who shall be independent from the<br>SPONSOR or, if applicable, the<br>operator with which the SCHOOL has<br>contracted, for any services related to<br>the negotiation of the SCHOOL's<br>contract with the SPONSOR or the<br>SCHOOL's contract with the<br>operator. If the Board of Directors<br>contracts with an attorney, accountant,<br>or entity specializing in audits, said<br>attorney, accountant, or entity shall be<br>independent from the operator with<br>which the SCHOOL has contracted. | In accordance with Section 3314.037<br>of the Ohio Revised Code, the<br>members of the Board of Directors,<br>the SCHOOL's Fiscal Officer,<br>Superintendent, and other<br>administrative employees, and, if<br>applicable, all individuals performing<br>supervisory or administrative services<br>for the SCHOOL under a contract<br>with an operator of the SCHOOL,<br>shall complete training on an annual<br>basis on the public records and open<br>meetings laws. |
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| If the SCHOOL is the recipient of<br>moneys from a grant awarded under<br>the federal race to the top program,<br>Division (A), Title XIV, Sections<br>14005 and 14006 of the "American<br>Recovery and Reinvestment Act of<br>2009," Pub. L. No. 111-5, 123 Stat.<br>115, the SCHOOL will pay teachers<br>based upon performance in<br>accordance with Section 3317.141 | The SCHOOL shall operate in<br>conformance with all applicable laws,<br>rules, and regulations, including<br>applicable rules promulgated by the<br>Ohio Department of Education. | Directors will be selected in the<br>future; (2) the management and<br>administration of the SCHOOL; (3) if<br>the SCHOOL is a currently existing<br>public school, alternative<br>arrangements for current public<br>school students who choose not to<br>attend the SCHOOL and for teachers<br>who choose not to teach in the<br>SCHOOL after conversion; (4) the<br>instructional program and educational<br>philosophy of the SCHOOL; and (5)<br>internal financial controls. When<br>submitting such plan, the SCHOOL<br>shall also submit copies of all policies<br>and procedures regarding internal<br>financial controls adopted by the<br>Board of Directors. |
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| A. Throughout the Term, the SPONSOR<br>shall support the SCHOOL's<br>establishment and operation by<br>converting to the SCHOOL's use<br>certain resources previously utilized<br>by the SPONSOR, including but not<br>limited to portions of the SPONSOR's | ARTICLE V – RESPONSIBILITIES OF THE SPONSOR | Z. The SCHOOL's Governing Authority<br>shall adopt an enrollment and attendance<br>policy that requires a student's parent to<br>notify the community school in which the<br>student is enrolled when there is a change in<br>the location of the parent's or student's<br>primary residence. The SCHOOL's<br>Governing Authority to adopt a student<br>residence and address verification policy for<br>students enrolling in or attending the school. | <ul> <li>33 19.111 of the Ohio Revised Code<br/>as if it were a school district.</li> <li>Y. If the SCHOOL operates a preschool<br/>program that is licensed by the<br/>Department of Education under<br/>Sections 3301.52 to 3301.59 of the<br/>Ohio Revised Code, the SCHOOL<br/>shall comply with Sections 3301.50 to<br/>3301.59 of the Ohio Revised Code<br/>and the minimum standards for<br/>preschool programs prescribed in<br/>rules adopted by the State Board<br/>under Section 3301.53 of the Ohio<br/>Revised Code.</li> </ul> | and will comply with Section |
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| Report on an any<br>of the evaluatic<br>subparagraph (2)<br>to the Ohio Depa<br>and to the parent<br>in the SCHOOL;  | Monitor and<br>and fiscal<br>organization<br>SCHOOL on  | Monitor the SCHC<br>with all laws and<br>SCHOOL and with<br>Successor Contract;  | As required<br>the Ohio<br>SPONSOR<br>following:  | The SPON:<br>procedures<br>Management<br>for resolvin<br>of opinion<br>SCHOOL.   | facilities, staff<br>instructional mater<br>and educational<br>determined to be a<br>SPONSOR in the<br>discretion.   |
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| Report on an annual basis the results<br>of the evaluation conducted under<br>subparagraph (2) immediately above<br>to the Ohio Department of Education<br>and to the parents of students enrolled<br>in the SCHOOL; | Monitor and evaluate the academic<br>and fiscal performance and the<br>organization and operation of the<br>SCHOOL on at least an annual basis; | Monitor the SCHOOL's compliance<br>with all laws applicable to the<br>SCHOOL and with the terms of this<br>Successor Contract; | As required by Section 3314.03(D) of<br>the Ohio Revised Code, the<br>SPONSOR shall do all of the<br>following: | 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. | facilities, staff, equipment,<br>instructional materials, curriculum,<br>and educational strategy, as<br>determined to be appropriate by the<br>SPONSOR in the SPONSOR's sole<br>discretion. |
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| Perform such other duties as set forth<br>in the agreement entered into with the<br>Ohio Department of Education | Have in place a plan of action to be<br>undertaken in the event the SCHOOL<br>experiences financial difficulties or<br>closes prior to the end of a school year<br>and consistent with the foregoing, the<br>SPONSOR recognizes its obligation<br>to oversee the SCHOOL's closure and<br>shall adopt a policy specifying its plan<br>such that closure is timely, consistent<br>with the law, and consistent with Ohio<br>Department of Education's<br>community school closure guidance<br>and procedures; and | 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 Successor Contract pursuant to Section 3314.07 of the Ohio Revised Code as determined necessary by the SPONSOR; | Provide technical assistance to the<br>SCHOOL in complying with laws<br>applicable to the SCHOOL and terms<br>of this Successor Contract; |
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| As consideration for the SPONSOR<br>sponsoring the SCHOOL, the Board<br>of Directors shall pay to the<br>SPONSOR a sponsorship fee equal to<br>three percent (3%) of the total state<br>foundation payment, based upon<br>student enrollment, received by the<br>SCHOOL. The total state foundation<br>payment is defined under the<br>applicable regulations promulgated by<br>the Ohio Department of Education in<br>accordance with applicable provisions<br>of Ohio law. For purposes of | A representative of the SPONSOR<br>shall meet with the Board of Directors<br>and/or the SCHOOL's Fiscal Officer<br>and shall review the financial and<br>enrollment records of the SCHOOL at<br>least every month, as required by<br>Section 3314.023 of the Ohio Revised<br>Code. Not later than ten days after<br>each review, the SPONSOR shall<br>provide the Board of Directors and the<br>SCHOOL's Fiscal Officer with a<br>written report regarding the review.<br>Copies of those financial and<br>enrollment records shall be furnished<br>to the SPONSOR, members of the<br>Board of Directors, the SCHOOL's<br>Fiscal Officer, and, if applicable, the<br>SCHOOL's operator, on a monthly<br>basis. | pursuant to Section 3314.015(B) of the Ohio Revised Code. |
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| This Contract and any renewal thereof<br>may be non-renewed pursuant to<br>Section 3314.07 of the Ohio Revised<br>Code. Good cause, as set forth in | ARTICLE VI – RENEWAL OF CONTRACT | calculating the sponsorship fee,<br>payments to the SPONSOR for<br>services, supplies, staff, or facilities<br>provided to the SCHOOL shall not be<br>included. The SCHOOL's Fiscal<br>Officer shall transfer the sponsorship<br>fee from the SCHOOL's account to<br>the SPONSOR, on or before the fifteenth<br>day of each month. In the event that<br>the Ohio Department of Education<br>subsequently determines that the<br>SCHOOL received an overpayment of<br>state foundation funds, the<br>sponsorship fee shall be adjusted<br>accordingly, in which case the<br>SPONSOR shall promptly refund the<br>SCHOOL the amount of the<br>sponsorship fee overpayment.<br>Likewise, in the event that the Ohio<br>Department of Education<br>subsequently determines that the<br>SCHOOL received an underpayment<br>of state foundation funds, the<br>sponsorship fee shall be adjusted<br>accordingly, in which case the Board<br>of Directors shall promptly pay the<br>SPONSOR the amount of the<br>sponsorship fee underpayment. |
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| Provided this Contract has not been<br>terminated or non-renewed by the<br>SPONSOR and provided that the<br>SCHOOL desires renewal, the<br>SCHOOL must apply for renewal by<br>November 30th of the year preceding<br>the expiration of this Contract or any<br>renewal thereof. The SPONSOR shall<br>decide whether to grant said renewal<br>based upon the SCHOOL's<br>satisfactory compliance with<br>applicable laws and terms of this<br>Contract and the SCHOOL's progress<br>in meeting the academic goals<br>prescribed herein as determined by<br>the procedure specified below. | Section 3314.07 of the Ohio Revised<br>Code, shall include, but not be limited<br>to, the SPONSOR determining that it<br>no longer desires to sponsor the<br>SCHOOL and/or the SPONSOR<br>determining that its mission does not<br>support sponsoring the SCHOOL.<br>Notwithstanding anything in this<br>Contract to the contrary, the Parties<br>agree that this Contract shall expire at<br>the end of the Term if the SPONSOR<br>does not enter into an agreement with<br>the Ohio Department of Education<br>pursuant to O.R.C. 3314.016(B) that<br>authorizes the SPONSOR to renew<br>this Contract or otherwise sponsor the<br>SCHOOL. The SPONSOR shall use<br>reasonable efforts to enter into said<br>agreement. |
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| By January 15th<br>the expiration of<br>or any renewal<br>SPONSOR sha<br>written notice of<br>non-renew this<br>shall provide w<br>which shall<br>reasons for th<br>action, (2) the e<br>of the non-renew<br>statement that th<br>may, within fit<br>calendar days of<br>notice, request i<br>informal hearing<br>SPONSOR. 1<br>hearing, if reque<br>held within fit<br>calendar days aft<br>for an informa<br>received. Noi<br>fourteen (14) c<br>after the informa  | SOR shall<br>eport sumr<br>High Stakes   | OR shall co<br>w of the<br>Exhibit 5 (  |
| By January 15th of the year of<br>the expiration of this Contract<br>or any renewal thereof, the<br>SPONSOR shall provide<br>written notice of its intent to<br>non-renew this Contract. If<br>the SPONSOR decides to<br>non-renew this Contract it<br>shall provide written notice<br>which shall include (1)<br>reasons for the proposed<br>action, (2) the effective date<br>of the non-renewal, and (3) a<br>statement that the SCHOOL<br>may, within fourteen (14)<br>calendar days of receipt of the<br>notice, request in writing an<br>informal hearing before the<br>SPONSOR. The informal<br>hearing, if requested, shall be<br>held within fourteen (14)<br>calendar days after the request<br>for an informal hearing is<br>received. Not later than<br>fourteen (14) calendar days<br>after the informal hearing, the<br>SPONSOR shall issue a | provide a<br>marizing the<br>s Review.   | nduct a High<br>SCHOOL as<br>"High Stakes   |
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| The parties acknowledge that the site visits require input from stakeholders and agree to make Board members, administrators, teachers, students, | The SPONSOR shall provide prior<br>notice of such visits and shall not<br>disrupt testing or the educational<br>process or programming of the<br>SCHOOL. | The SPONSOR shall be allowed to<br>observe the SCHOOL in operation at<br>site visits and shall have open access<br>for such visits. | The SCHOOL shall report in writing<br>to the Superintendent of the<br>SPONSOR any event or occurrence,<br>of which the SCHOOL is aware and<br>has reason to believe may have a<br>material adverse effect on the<br>operations, properties, assets,<br>financial condition, enrollment, or<br>reputation of the SCHOOL. | ARTICLE VII – QUALITY PRACTICES | If the SPONSOR decides to grant<br>renewal, the Parties shall negotiate the<br>terms of a renewal sponsorship<br>contract. | written decision either<br>affirming or rescinding the<br>decision to non-renew this<br>Contract. |
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| The SPONSOR and the SCHOOL<br>shall at all times collaborate in their<br>performance of their respective<br>obligations hereunder and may<br>periodically modify, as mutually<br>agreed by them and as permitted by<br>law, the allocation of responsibilities<br>and funding as between them. The | ARTICLE VIII – MISCELLANEOUS PROVISIONS | The SCHOOL agrees to meet with the<br>SPONSOR at least annually to discuss<br>performance on the academic<br>performance measures. The meeting<br>will be used to determine whether the<br>parties need to modify the<br>performance measures. | 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. | Following each site visit, the<br>SPONSOR shall provide a written<br>report that includes: (a) information<br>collected; (b) areas of strength, and<br>(c) areas needing improvement. The<br>School shall provide updates for the<br>SPONSOR's review pertaining to any<br>area needing improvement. | parents and/or staff of the operator, if<br>any, available at mutually agreeable<br>times. |
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| Pursuant to Section 3314.03(A)(20) of<br>the Ohio Revised Code, the parties<br>recognize the authority of the Ohio<br>Department of Education to take over<br>the sponsorship of the SCHOOL in<br>accordance with the provisions of<br>Section 3314.015 of the Ohio Revised<br>Code. Pursuant to Section<br>3314.03(A)(21) of the Ohio Revised<br>Code, the parties recognize the<br>authority of the SPONSOR to assume<br>the operation of the SCHOOL under<br>the conditions specified in Section<br>3314.073 of the Ohio Revised Code. | The parties agree that this Successor<br>Contract incorporates, as of the date it<br>is first adopted by the parties, any<br>additions or modifications<br>subsequently requested by the Office<br>of Community Schools (or other<br>authority of the State of Ohio) and<br>agreed to by the parties in writing. | SPONSOR and the SCHOOL shall<br>additionally collaborate to develop<br>and modify, as mutually agreed by<br>them and permitted by law, the<br>SCHOOL's educational program,<br>financial protocols, governance and<br>administrative structures, and<br>assessment and accountability criteria<br>and procedures, as well as any other<br>aspect of the SCHOOL's operations. |
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| If the SCHOOL fails to open for<br>operation within one year after the<br>Contract is adopted pursuant to<br>division (D) of Section 3314.02 of the<br>Ohio Revised Code or permanently | Pursuant to Section 3314.03(A)(22) of<br>the Ohio Revised Code, the parties<br>recognize: (a) the authority of public<br>health and safety officials to inspect<br>the facilities of the SCHOOL and to<br>order the facilities closed if those<br>officials find that the facilities are not<br>in compliance with health and safety<br>laws and regulations; and (b) the<br>authority of the Ohio Department of<br>Education as the community school<br>oversight body to suspend the<br>operation of the SCHOOL under<br>Section 3314.072 of the Ohio Revised<br>Code if the Department has evidence<br>of conditions or violations of law at<br>the SCHOOL that pose an imminent<br>danger to the health and safety of the<br>SCHOOL's students and employees<br>and the SPONSOR refuses to take<br>such action. | In the event that the SCHOOL<br>permanently closes and ceases its<br>operation as a community school, any<br>remaining assets of the SCHOOL<br>shall be distributed in accordance with<br>Section 3314.074 of the Ohio Revised<br>Code and the SCHOOL's Articles of<br>Incorporation. |
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| This Successor Contract constitutes<br>the entire agreement among the<br>parties and any modifications of this<br>Successor Contract must be made and<br>agreed to in writing. | any rights, duties or obligations<br>described herein shall be assigned by<br>either party without prior written<br>consent of the other party, except that<br>the parties may, by agreement,<br>reallocate between them such rights,<br>duties and obligations. Except as<br>otherwise provided hereunder with<br>respect to the SCHOOL's acquisition<br>of services from an operator, the<br>parties may subcontract any of their<br>respective duties or obligations<br>hereunder. | This Successor Contract creates no<br>third-party beneficiaries. | This Successor Contract shall be<br>governed and interpreted according to<br>the laws of the State of Ohio. | closes prior to the expiration of the<br>Contract, the Contract shall be void<br>and the SCHOOL shall not enter into<br>a contract with any other sponsor.<br>The SCHOOL shall not be considered<br>permanently closed because the<br>operations of the SCHOOL have been<br>suspended pursuant to section<br>3314.072 of the Revised Code. |
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#### EXHIBIT 5

<u>1</u>;

| Ohio Department<br>of Education  |  |
|--|--|
| E-School Sponsor Certifi<br>Plan by computer-based schools for se<br>Form B  |  |
| E-School Name: Quaker Digital Academy  | IRN: _000241                             |
| School Address: _400 Mill Ave SE, Suite 901/902  |  |
| School Phone Number: 330-364-0618  | School Fax: _330-364-0680                |
| School Administrator: Dr Richard Varrati   | Title: CEO/Superintendent                |
| Administrator Email: varratir@go2qda.org   | Phone: 330-364-0618                      |
| Special Education Director: Elaine Karp  |  |
| Special Education Director's Email: karpe@go2qda.org   | Phone: <u>330-364-0618</u>               |
| Grade Levels Served: K-12 Total  | Enrollment: 523                          |
| Number of Students with Disabilities Enrolled: 62  |  |
| 1. The sponsor certified the e-school has policies and procedure<br>x Yes No   | es for Child Find:                       |
| Additional Comments:<br>Child find is located on our QDA website.  |  |
| 2. The sponsor certified there is a continuum of services being c  | offered/provided by the e-school:        |
| Additional Comments:<br>LRE, Regular Education Classroom, Regular Education Classroom<br>with Itinerant Teacher, Regular Education Classroom with Resourc<br>Full-Time Resource Room, Alternative Placement/Special Day Sch<br>Aids & Services | e Room Support, Part-Time Resource Room, |
| 3. The sponsor certified the e-school students are taught by app   | ropriately licensed teachers:            |
| Additional Comments:   |  |
| All teachers are HQT and certified in proper academic areas.   |  |
| 5  |  |

4. The sponsor certified the e-school is implementing specially designed instruction in an individualized manner and being provided as stated in each individualized education program (IEP)?

|                              | x Yes                    | No   |
|------------------------------|--------------------------|--|
| Additional Comments:         |                          |  |
| All IEP's meet compliance    | ce,                      |  |
|                              |                          |  |
| 5. The sponsor certified     | the e-school ensures     | all students are receiving the appropriate accommodations or     |
| modifications as requ        | ired per their IEPs?     | an students are receiving the appropriate accommodations of      |
|                              | xYes                     | No   |
| Additional Comments:         |                          |  |
| As required per the IEP.     |                          |  |
|                              |                          |  |
| 6. The sponsor certified     | the e-school ensures     | the child has an aid if required per the IEP?                    |
|                              | X Yes                    |  |
| Additional Comments:         |                          |  |
| Additional Comments          |                          |  |
|                              |                          |  |
|                              |                          |  |
| 7 The sponsor certified IEP? | the e-school ensures     | the child has access to assistive technology as required per the |
|                              | x Yes                    | No   |
| Additional Commenter         |                          |  |
| Additional Comments:         |                          |  |
| Assistive technology is re   | scorded on IEP's.        |  |
|                              |                          |  |
| 8. The sponsor certified t   | the e-school's IEPs are  | e reviewed for and amended regarding progress or lack of         |
| progress?                    |                          | No   |
|                              | x Yes                    |  |
| Additional Comments:         |                          |  |
| Teacher's complete progr     | ress reports at the end  | of each grading period.  |
|                              |                          |  |
| 9. The sponsor certified t   | the e-school provides i  | related services to the child as required per the student's IEP? |
| 1                            | x Yes                    | No   |
| Additional Comments:         | ·                        |  |
| Related services are offer   | red per qualifving on an | ETR.   |
|                              |                          |  |
|                              |                          |  |

10. The sponsor certified the e-school provides medical supports as required per the IEP?

|                     | x Yes | No | <br> |
|---------------------|-------|----|------|
| dditional Comments: |       |    |      |
|                     |       |    |      |
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Sponsor Name: \_\_\_\_ New Philadelphia City Schools

Sponsor Representative: Mr. David Brand, Superintendent

8/28/19

#### E-School Sponsor Certification Plan Plan by computer-based schools for services to disabled students.

| T OTTIL B  |   |  |
|--|---|--|
| E-School Name: Quaker Digital Academy  | IRN: 000241                               |  |
| School Address: 400 Mill Ave SE, Suite 901/902   |   |  |
| School Phone Number: 330-364-0618  | School Fax: 330-364-0680                  |  |
| School Administrator: Dr. Richard Varrati  | Title: CEO/Superintendent                 |  |
| Administrator Email: varratir@go2qda.org   | Phone: <u>330-364-0618</u>                |  |
| Special Education Director: Elaine Karp  |   |  |
| Special Education Director's Email: karpe@go2qda.org   | Phone: <u>3303640618</u>                  |  |
| Grade Levels Served: K-12 Total Enrollment: 1,177  |   |  |
| Number of Students with Disabilities Enrolled: <u>142</u>  |   |  |
| Additional Comments:<br>Child find is located on our QDA website.  |   |  |
| <ol> <li>The sponsor certified there is a continuum of services being offered/provided by the e-school:</li> </ol>   |   |  |
| Ves 🗆 No   |   |  |
| Additional Comments:   |   |  |
| LRE, Regular Education Classroom, Regular Education Classroom with Ca<br>Itinerant Teacher, Regular Education Classroom with Resource Room Sup<br>Resource Room, Alternative Placement/Special Day School/Residential Pr | pport, Part-Time Resource Room, Full-Time |  |
| 3. The sponsor certified the e-school students are taught by approp  | riately licensed teachers:                |  |
| Yes 🗆 No   |   |  |
| Additional Comments:<br>All teachers are HQT and certified in proper academic areas.   |   |  |

4. The sponsor certified the e-school is implementing specially designed instruction in an individualized manner and being provided as stated in each individualized education program (IEP)?

|  | Yes                | □ No   |
|--|--------------------|--|
| Additional Comments:                               |                    |  |
| All IEP's meet compliance                          | 24                 |  |
|  |                    |  |
|  |                    |  |
| modifications as requ                              |                    | nsures all students are receiving the appropriate accommodations or EPs? |
|  | Yes                |  |
| Additional Comments:                               |                    |  |
| As required per the IEP.                           |                    |  |
|  |                    |  |
| 6. The sponsor certified                           | the e-school er    | nsures the child has an aid if required per the IEP?                     |
|  | Yes                |  |
| Additional Comments:                               | 10                 |  |
| ridalionar commento.                               |                    |  |
|  |                    |  |
|  |                    |  |
| <ol> <li>The sponsor certified<br/>IEP?</li> </ol> | the e-school er    | nsures the child has access to assistive technology as required per the  |
| IEP ?  | Yes                | 🗆 No   |
|  |                    |  |
| Additional Comments:                               |                    |  |
| Assistive technology is rec                        | orded on IEP's     |  |
|  |                    |  |
| 3. The sponsor certified<br>progress?              | the e-school's I   | EPs are reviewed for and amended regarding progress or lack of           |
|  | Ø Yes              | □ No   |
| Additional Comments:                               | 1                  |  |
|  | ess reports at the | end of each grading period.  |
|  |                    |  |
|  |                    |  |
| 9. The sponsor certified                           |                    | ovides related services to the child as required per the student's IEP?  |
|  | PYes               | □ No   |
| Additional Comments:                               |                    |  |
| Related services are offere                        | d per qualifying c | on an ETR.   |
|  |                    |  |
10. The sponsor certified the e-school provides medical supports as required per the IEP?

| Yes   | □ No                |  |
|---|---------------------|--|
| Additional Comments:<br>As Required prove IEP |                     |  |
| Sponsor Name: New Philadelphia City Sc        | chools              |  |
| Sponsor Representative: Mr. David Bra         | and, Superintendent |  |
| Office of Community School Consulta           | ant:                |  |
| Date Received:                                | Date Approved:      |  |
| Director of Community Schools:                |                     |  |
| Date Approved:                                |                     |  |
| Additional Comments:                          |                     |  |



Office of Community Schools 2018-2019 Sponsor Opening Assurances

Ohio Revised Code 3314.19 and Ohio Administrative Code 3301-102-05 Please complete a separate form for each facility associated with this school's IRN.

Date of visit to school facility:

08/13/2018

School Name and Facility Address:

Quaker Digital Academy 400 Mill Ave SE Suite 901 New Philadelphia, Ohio 44663

#### instructions

State law requires the sponsor of each community school to annually provide opening assurances to the Ohio Department of Education no later than 10 business days prior to the opening of the school. The opening of the school includes the first day of instruction for the current academic year, a change of school location, or the opening of a new or additional facility for the school.

Please complete all applicable sections.

- a. Complete Section I for all schools
- Complete Section II if your school operates using a blended learning model as defined by Ohio Revised Code (ORC) 3301.079
- c. Complete Section III if the school operates a dropout prevention and recovery model.

All sponsors must sign the attestation on the last page of the opening assurances. Instructions for filing are included at the end of the document.

Support Information

Please check all that apply:

First day of instruction in the current academic year

Change of location

Addition of a new facility

First day of instruction for 2018-2019 school year

August 29, 2018

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| Sponsor Name         | New Philadelphia Cit          | v School District |   |
|----------------------|-------------------------------|-------------------|---|
| Sponsor IRN          | 044487                        |                   |   |
| School Name          | Quaker Digital Acade          | emγ               |   |
| School IRN           | 000241                        |                   |   |
| School Superinter    | ndent Richard J. Varrat       | i                 |   |
| Superintendent's     | Telephone Number 330-3        | 339-7169          |   |
| Superintendent's E   | Email Address Varratir@       | go2qda.org        |   |
|                      | 8114                          | a Information     |   |
| School's Website     |                               |                   |   |
| www.go2qda.or        | g                             |                   |   |
| School's Physical S  | Street Address                |                   | - |
| 400 Mill Ave SE      |                               |                   |   |
| City, State          | Zip Code                      | County            |   |
| New Philadelphi      | a, Ohic 44663                 | Tuscarawas        |   |
|                      | n Telephone Number            | 1 docal awas      | - |
| 866-968-7032         |                               |                   |   |
| School Email (if app | licable)                      |                   | - |
| School Fax Number    |                               |                   |   |
| 330-364-0680         |                               |                   | _ |
|                      | fferent from facility address |                   | - |
| N/A                  |                               | )                 |   |
| City, State          | Zip Code                      | County            | 5 |
|                      |                               |                   |   |

Are there multiple facilities/locations associated with this school IRN?



If yes, please list all facilities/locations associated with this school's IRN and grade levels served at each location.

Berlin Office - P.O. Box 285, 5122 State Route 39, Berlin OH 44610 East Liverpool Office - 108 East 5th Street, East Liverpool OH 43920 Steubenville Office - 2228 Sunset Blvd., Suite 2B, Steubenville, OH 43952

Grade levels authorized per contract.

k-12

Grade levels currently served:

K-12

OEDS Administrator's Name.

Richard J. Varrati

OEDS Administrator's Email Address:

varratir@go2qda.org

1

School Operator Hanagement Company Services

Does the school contract with an operator or management company? (See ORC 3314.02 (A)(8) for definition of operator.)

Yes 🖌 No

If the school contracts with an operator or management company, please complete all questions in the School Operator/Management Company section. Districts and educational service centers that sell services to community schools may qualify as operators under state law.

Operator or Management Company Name N/A

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#### Operator or Management Company IRN

Operator or Management Company EIN\*

N/A

Please indicate whether the school's operator is a charter management organization (CMO), an education management organization (EMO) or another type of organization.

- Charter Management Organization (CMO) A nonprofit organization that operates or manages two
  or more charter schools (i.e., either through a contract with the charter schools or as the charter holder)
  linked by centralized support, operations and oversight.
- Education Management Organization (EMO) A for-profit entity that contracts with new or existing
  public school districts, charter school districts and charter schools to manage charter schools by
  centralizing support, operations and oversight.
- Other An organization such as a school district or educational service center that is not a CMO or EMO and that provides management, instructional or support services to one or more charter schools.

The operator is a charter management organization (CMO).

The operator is an education management organization (EMO).

The operator is another type of organization

All contracts between the operator and the community school for management, fiscal, instructional, or support services have been submitted to the Department.

Yes No

Comments/Explanation

SECTION

#### ASSURANCES

In accordance with ORC 3314.19, please provide assurances by answering yes or no to the following. If the answer to a question is no. please provide an explanation.

The pre-opening site visit occurred prior to the school opening for the 2018-2019 school year.

|            | Yes                                   | No   |                             |                            | х                            |                           |                              |
|------------|---------------------------------------|--|-----------------------------|----------------------------|------------------------------|---------------------------|------------------------------|
| Comment    | ts/Explana                            | ition                                      |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |
|            |                                       | he contract<br>overning au<br>the Office o |                             |                            |                              | dendums)<br>under OR      | between the<br>C 3314.03 has |
| V          | Yes                                   | No   |                             |                            |                              |                           |                              |
| Comments   | /Explanati                            | on   |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |
| ederal law | including<br>Yes                      | No   | rements.                    | S SELVICES (               | naccordan                    | ice with O                | has<br>RC 3323 and           |
| Comments/I | Explanatio                            | n  |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |
|            | has a plai<br>ng the ach<br>nd 3301.0 | n and proce<br>nievement a<br>715.         | dures in pla<br>nd diagnost | ice that me<br>tic assessn | ets all state<br>nents presc | e requirem<br>cribed by ( | ents for<br>DRC 3301.071     |
|            |                                       |  |                             |                            |                              |                           |                              |
|            | Yes                                   | No   |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |
|            |                                       |  |                             |                            |                              |                           |                              |

The school personnel have the necessary training, knowledge and resources to properly use and submit accurate information to all databases maintained by the Department for the collection of education data, including the Education Management Information System (EMIS) and its subsystem, ODDEX, established under ORC 3301.0714 in accordance with methods and timelines established under ORC 3314.17.

| Comments   | /Explanation   |
|--|--|
|  |  |
|  |  |
|  |  |
| The spons<br>Directory S<br>current an   | or has reviewed all required information about the school in the Ohio Educationa<br>System (OEDS) or any successor system and verified that all information is<br>d correct.                                   |
| V  | Yes No   |
| Comments/  | Explanation  |
|  |  |
|  |  |
|  |  |
| The sponse   | or has verified the school currently has at least 25 students are the track of the   |
| 2019 50100   | or has verified the school currently has at least 25 students enrolled for the 2018-<br>I year, the minimum number of students required by division (A)(11)(a) of ORC  |
| The sponse<br>2019 schoo<br>3314.03.   | or has verified the school currently has at least 25 students enrolled for the 2018-<br>I year, the minimum number of students required by division (A)(11)(a) of ORC  |
| 2019 SChoo   | or has verified the school currently has at least 25 students enrolled for the 2018-<br>of year, the minimum number of students required by division (A)(11)(a) of ORC<br>Yes No                               |
| 3314.03.   | Yes No   |
| 3314.03.   | Yes No   |
| 2019 School<br>3314.03.  | Yes No   |
| 2019 School<br>3314.03.  | Yes No   |
| 2019 school<br>3314.03.<br>Comments/E<br>Enrollment i<br>All classroo                | Yes No   |
| 2019 school<br>3314.03.<br>Comments/E<br>Enrollment<br>All classroo<br>non-certifica | Yes No<br>Yes No<br>Explanation<br>numbers verified<br>om teachers are licensed in accordance with ORC 3319.22 to 3319.31, except for<br>ated persons engaged to teach up to 12 hours per week pursuant to ORC |
| 2019 school<br>3314.03.<br>Comments/E<br>Enrollment<br>All classroo<br>non-certifica | Yes No Explanation humbers verified humbers are licensed in accordance with ORC 3319 22 to 3319 31 except for  |
| 2019 school<br>3314.03.<br>Comments/E<br>Enrollment<br>All classroo<br>non-certifica | Yes No Yes No Yes No Yes No No No No No No No No No No No No No N  |

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The school's fiscal officer is in compliance with ORC <u>3314.011</u>. (Please review ORC 3314.011 carefully and ensure the school has a designated fiscal officer that is either: a) employed under a contract with the governing authority of the school; or b) the governing authority adopted a resolution waiving the requirement and the sponsor approved the resolution.)

V Yes No

Please explain which option applies to this school.

Governing Authority adopted a resolution waiver and approved by sponsor

Fiscal Officer's (Treasurer's) Name

Julie Erwin

Treasurer's License Number and Expiration Date of License

21009662 06/30/2019

Fiscal Officer's Telephone Number

330-364-0600

Fiscal Officer's Email Address

erwinj@go2qda.org

The school has complied with ORC 3319.39 and 3319.391. The school has on file both BCI and FBI criminal records checks for all licensed and unlicensed employees, including private contractors providing on- and off-site student services and that the school has conducted criminal records checks of each of its governing authority members.

Yes No

Comments/Explanation

Reviewed and verified

The school provided evidence of all the following to the sponsor.

Evidence of property ownership or a lease for the facilities used by the school.

Yes No

| Please explain which circumstance applies to<br>name and the term of the mortgage or lease. | this school, including the lender's or lessor's |
|---|---|
| Dahl Development LLC (East Liverpool) 08/2017   |   |

Properties (9/20/2011 -11/30/2024 (New Philadelphia Office), OME-RESA (05/01/2014 - 12/31/2018) Steubenville, Royal Development, INC (12/1/2016 - yearly renewal) Berlin Office

### A current certificate of occupancy.

Yes No

Please indicate the date the certificate of occupancy was issued.

01/30/2015

-

Proof of liability insurance for the school. as required by division (A)(11)(b) of ORC 3314.03; and the sponsor agrees that the liability insurance is sufficient to provide for the potential liability of the school.

✔ Yes

Please include carrier name, term of policy and expiration date.

No

The Netherlands Insurance 02/03/2018 - 02/03/2019

A satisfactory health safety inspection (or school environmental health and safety inspection form).

Yes No

Please indicate date of inspection, and the organization that conducted the inspection.

August 15, 2018 New Philadelphia Health Department

A satisfactory fire inspection. If the fire inspection resulted in any findings or required corrective actions, please describe those findings or corrective actions and provide dates and information that each identified item was corrected. (Fire inspection must be conducted annually in coordination with local jurisdictions. A satisfactory fire inspection must be completed within the current school year.)

Yes No

Please include date of inspection or additional comments/explanation.

05/18/2018 New Philadelphia Fire Department

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If offering food services, a valid food permit.

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(Schools and sponsors must adhere to all applicable state and federal requirements.)

|  | Yes   |                      | Not Applicable  |                                   |
|--|---|----------------------|---|-----------------------------------|
| Comments   | s/Explana   | tion                 |   |                                   |
| N/A  |   |                      |   |                                   |
| In addition  | to the as   | ssuranc              | es required by OPC 3314 19                                      | please attest to the following:   |
|  |   |                      |   |                                   |
| The spons<br>acility or c                            | or has co<br>changes l                                  | onducte<br>location  | d a pre-opening site visit pric<br>s.                           | or to any time a school opens a n |
| no. please   | Yes<br>e explain,                                       |                      | No  |                                   |
|  |   |                      |   |                                   |
|  |   |                      |   |                                   |
|  |   |                      |   |                                   |
|  |   |                      |   |                                   |
| he school  | is in full  | complia              |   |                                   |
| he school  | is in full  | complia              | nce with ORC 3313.536 rega                                      | rding School Emergency Plans.     |
| he school<br>⊮                                       |   | complia              |   | rding School Emergency Plans.     |
| V  | Yes   |                      |   | rding School Emergency Plans.     |
| V  | Yes   |                      | lo  | rding School Emergency Plans.     |
| V  | Yes   |                      | lo  |                                   |
| V  | Yes   |                      | lo  |                                   |
| no. please   | Yes<br>explain  | N                    | lo  |                                   |
| e school s   | Yes<br>explain<br>submitted                             | d a five-            | lo  |                                   |
| e school s   | Yes<br>explain<br>submitted<br>with OAC                 | d a five-            | lo  |                                   |
| no. please<br>e school s<br>cordance                 | Yes<br>explain<br>submitted<br>with OAC<br>tate.        | d a five-:<br>3301-9 | vear forecast of operational r<br>2-04 and pursuant to rules ac |                                   |
| no. please<br>e school s<br>cordance<br>iditor of St | Yes<br>explain<br>submitted<br>with OAC<br>tate.<br>Yes | d a five-            | vear forecast of operational r<br>2-04 and pursuant to rules ac |                                   |
| no. please<br>e school s<br>cordance                 | Yes<br>explain<br>submitted<br>with OAC<br>tate.<br>Yes | d a five-:<br>3301-9 | vear forecast of operational r<br>2-04 and pursuant to rules ac |                                   |
| no. please<br>e school s<br>cordance<br>iditor of St | Yes<br>explain<br>submitted<br>with OAC<br>tate.<br>Yes | d a five-:<br>3301-9 | vear forecast of operational r<br>2-04 and pursuant to rules ac |                                   |

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The sponsor has monitored and evaluated the school's short- and long-term financial stability and viability.

------

| 6                            | Yes                            | No   |
|------------------------------|--------------------------------|--|
| If no. please                | explain                        |  |
|                              |                                |  |
|                              |                                |  |
| The sponso<br>2019 school    | r has a plan i<br>year if nece | to assume operation of its sponsored schools to complete the 2018-<br>ssary. |
|                              | Yes                            | No   |
| If no. please e              | explain.                       |  |
|                              |                                |  |
|                              |                                |  |
| The school h<br>the sponsor. | as met all th                  | e sponsor's requirements for opening and any other requirements of           |
|                              | /es                            | No   |
| If no. please ex             | xplain and list                | additional requirements and status of compliance.                            |
|                              |                                |  |

SECTION II

BLENDED LEARNING

Does the school plan to utilize a blended learning model, as defined in ORC 3301.079, during the 2018-2019 school year?



Did the school submit a blended learning declaration on or before July 1 of the school year in which the school plans to utilize a blended learning model?



If yes, please complete all questions in the blended learning section if this school operates using one or more **blended learning models**. If your answer is no, you may skip this section. Please see the Department's guidance regarding blended learning here.

Has the sponsor approved all blended learning model or models that will be used by the school during 2018-2019?

| Yes                         | No               |               |                        |                   |
|-----------------------------|------------------|---------------|------------------------|-------------------|
| Comments/Explanation        |                  | 1.00          |                        |                   |
|                             |                  |               |                        |                   |
| Please indicate the specifi | c blended learni | ng model or n | nodels that will be us | sed by the school |
| D:9                         |                  |               |                        |                   |
| Please list specific page a |                  |               |                        |                   |

Please list specific page numbers within the community school contract, education plan and or addendums to the contract where the description of blended learning model or models used by the school may be found. (See Ohio Department of Education guidance regarding House Bill 2 and blended learning models <u>here.</u>)

n/a

Does the sponsor-school contract executed under ORC 3314.03 include a description of how student instructional needs will be determined and documented?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how the school will assess, document and address students' instructional needs.

Is a board approved policy or procedure included in the sponsor-school contract, education plan, or addendums?

Yes No

Please list specific page numbers of relevant policies and procedures within the community school contract, education plan or addendums N/A

Has the sponsor reviewed and approved the method to be used for determining competency, granting credit and promoting students to higher grade levels?

| <br>Yes | <br>No |
|---------|--------|

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the method to be used by the school for determining competency, granting credit and promoting students to higher grade levels.

Has the sponsor reviewed and approved the school's attendance policy, including how the school will document participation in learning opportunities?

Yes No

Does the attendance policy meet all requirements in state law?

Yes No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the school's attendance requirements, including how the school will document participation in learning opportunities. N/A Has the sponsor reviewed statements describing and evidence (policies/procedures) detailing how student progress will be monitored? Yes No Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how student progress will be monitored by the school. If the community school contract does not specify how student progress will be monitored, please submit a copy of the policy/procedure. N/A Has the sponsor reviewed policies and procedures that describe how private student data will be protected? Yes No Do the policies/procedures meet all legal requirements under state and federal law? Yes No Please list specific page numbers within the community school contract, education plan contract addendums or policies that describe how private student data will be protected by the school. N/A Has the sponsor reviewed a description of the professional development activities (specific to blended learning instruction) that will be offered to teachers? Yes No Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the professional development activities (specific to blending learning instruction) that will be offered to teachers by the school during the 2018-2019 school year.

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I, sponsor of the above community school, affirm that the school meets all requirements to operate using a blended learning model.

Yes No

I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to operate



I, sponsor of the above community school, affirm that the community school has submitted a blended learning declaration to operate using a blended learning model.



If you answered no to any of the above affirmations regarding requirements related to this school utilizing blended learning, please provide an explanation here.

NI/A

SECTION III DROPOUT PREVENTION AND RECOVERY REPORT CARD DESIGNATION

Did the sponsor and school apply for designation as a dropout prevention and recovery community school for the 2018-2019 school year?



If yes, please complete all items in the dropout recovery section. If your answer is no, you may skip this section. Please see Department guidance regarding dropout recovery community school

The school meets all requirements outlined in Ohio Administrative Code (OAC) 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

Yes No Please list specific page numbers within the community school contract that detail how this community school meets the criteria outlined in OAC 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

Pg1 2, 7, 8, 20-27

The sponsor reviewed evidence that the school meets all requirements and the school will comply with all requirements (including required state-mandated assessments) that apply to dropout prevention and recovery schools.

Yes No

The sponsor has reviewed the school's education plan, and the plan meets the requirements outlined in statute to be eligible for the dropout prevention and recovery report card designation.

Yes No

I, sponsor of the above community school, affirm that the school meets all requirements to be eligible for the dropout prevention and recovery report card designation.



I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to be eligible for the dropout prevention and recovery report card designation.



# Addendum to Sponsor Opening Assurances (New Schools Only)

Ohio Revised Code 3314.191 Ohio Revised Code 3314.50

## Instructions

In accordance with Ohio Revised Code 3314.191, the Ohio Department of Education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following in ORC 3314.191.

Sponsors of community schools opening for the first year of operation in 2018-2019 must complete this addendum and sign the attestation on the last page of the addendum. Instructions for filing are included at the end of the document.

## Ohio Revised Code 3314,19

## Prerequisites for Payments from Department

Notwithstanding any provision to the contrary in the Revised Code, the department of education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following:

(A) The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.

(B) The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.

(C) The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.

(D) The chief administrator of the community school actively is managing daily operations at the school,

(E) The projected enrollment reported to the department is accurate.

| Did your organization recei                                      | Spansor Information<br>ive a rating of effective or higher on the most recent sponsor evaluation?  |
|--|--|
| Please indicate the first yea                                    | ar of operation of the community school.   |
|  |  |
| Prerec   |  |
| In accordance with one of  | uisites for Payments from Department   |
|  | 314.191, please provide assurances by answering yes or no to the a question is a no, please provide an explanation.  |
| The school is in compliance v<br>section 3314.19 of the Revise   | with the product of the second s |
| Yes  | No   |
| Comments/Explanation   |  |
|  |  |
|  |  |
| The sponsor has approved the<br>under division (B)(5) of section | e financial controls required by the comprehensive plan for the school 3314.03 of the Revised Code.  |
|  | No   |
| Comments/Explanation   |  |
|  |  |
|  |  |
| agreement, permits required by                                   | ly and open for use by the date prescribed in the contract entered into<br>evised Code, and the sponsor has reviewed any lease, purchase<br>statute or contract, and construction plans.   |
| Yes N  | lo   |
| omments/Explanation  |  |
|  |  |
|  |  |

-

The chief administrator of the community school is actively managing daily operations at the school.

| Yes  | No   |
|--|--|
| Comments/Explanatio  |  |
| o entrionis/Explanatio   |  |
|  |  |
| Nome   |  |
| Name of chief adminis  | trator   |
|  |  |
| The projected enrollme   | ent reported to the Department is accurate.  |
| Yes  | No   |
| 5.5  |  |
| Comments/Explanation   |  |
|  |  |
|  |  |
|  |  |
|  | Bond Requirement   |
| 1 accordance with OR   |  |
| n accordance with OR   | C 3314 50 minutes in the   |
| n accordance with OR<br>ollowing. If the answe   | C 3314 50 minutes in   |
|  | C 3314.50, please provide assurances by answering yes or no to the tot of the section is a no, please provide an explanation.  |
| as the community sch   | C 3314.50, please provide assurances by answering yes or no to the restion is a no, please provide an explanation.<br>Tool fulfilled the bond requirement in ORC 3314.50?  |
| as the community sch   | C 3314.50, please provide assurances by answering yes or no to to the result of the re |
| as the community sch   | C 3314.50, please provide assurances by answering yes or no to the restion is a no, please provide an explanation.<br>Tool fulfilled the bond requirement in ORC 3314.50?  |
| as the community sch   | C 3314.50, please provide assurances by answering yes or no to the result of the second secon |
| as the community sch   | C 3314.50, please provide assurances by answering yes or no to the term of the second  |
| As the community sch<br>Yes  | C 3314.50, please provide assurances by answering yes or no to the replanation is a no, please provide an explanation.<br>The fulfilled the bond requirement in ORC 3314.50?   |
| As the community sch<br>Yes  | C 3314.50, please provide assurances by answering yes or no to the replanation is a no, please provide an explanation.<br>The replanation of the bond requirement in ORC 3314.50?  |
| As the community sch<br>Yes<br>Comments/Explanation<br>ease review ORC 3314<br>Filled.   | C 3314.50, please provide assurances by answering yes or no to the requirement in ORC 3314.50?   |
| As the community sch<br>Yes<br>Comments/Explanation<br>ease review ORC 3314<br>filled.   | C 3314.50, please provide assurances by answering yes or no to the restion is a no, please provide an explanation.<br>Tool fulfilled the bond requirement in ORC 3314.50?  |
| Yes<br>Yes<br>Omments/Explanation<br>ease review ORC 3314<br>Filled.<br>The governing auth<br>auditor of state.<br>In lieu of the bond of  | C 3314.50, please provide assurances by answering yes or no to the requirement is a no, please provide an explanation.<br>The nool fulfilled the bond requirement in ORC 3314.50?<br>No<br>No<br>No<br>No<br>No<br>No<br>No<br>No<br>No<br>No  |
| As the community sch<br>Yes<br>Comments/Explanation<br>ease review ORC 3314<br>Filled.<br>The governing auth<br>auditor of state.<br>In lieu of the bond, t<br>that has a contract y | C 3314.50, please provide assurances by answering yes or no to the requirement in ORC 3314.50?   |

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In lieu of a bond or cash deposit, the school's sponsor or an operator that has a contract with the school provided a written guarantee of payment, which shall obligate the school's sponsor or the operator that provides the written guarantee to pay the cost of audits of the school under ORC 3314.50 up to the amount of \$50,000.

Indicate which entity provided written guarantee of payment.

Comments/Explanation

## Sponsor Attestation of Assurances

By signing, I attest that I have reviewed the above information and it is true and accurate to the best of my knowledge.

David J. Brand

08/13/2018

Sponsor Representative Signature

Print Name

Date

This form can be signed by hand or electronically by clicking "Fill & Sign" in the toolbar. Once clicked, options will appear. Click "Place Signature" and a new box will appear. You can create a new electronic signature or add an existing password protected signature

## SUBMISSION INSTRUCTIONS:

Sponsors are required to electronically submit a completed 2018-2019 Sponsor Opening Assurances form to Epicenter following the process below.

- 1. Log in to Epicenter at http://epicenternow.org/.
- 2. Click the Sign In link at the top of the screen.
- 3. Enter your username and password
- 4 Click Document Center.
- 5. On the Document Center page, click the Submission Upload button.
- 6. For Entity Type, select school.
- 7. For Submission Type, select Sponsor Assurance Form.
- 8. For Entities, select the appropriate school by checking the box next to the school name.
- 9. Enter required information.
- 10. Click Upload New File button to upload your document.
- 11. (Optional) Type a brief message to the reviewer.
- 12. Click Submit

The Office of Community Schools and your consultant will use this site to access your submissions. If you have additional questions or if you are unable to view any of the information described above, please contact your lead consultant.

Ohio Department of Education Office of Community Schools 25 South Front Street, Mail Stop 307 Columbus. OH 43215-4183 Telephone: (614) 466-7058 Fax: (614) 466-8506 www.education.ohio.gov

Ohio Department of Education

## Office of Community Schools 2019-2020 Sponsor Opening Assurances

Ohio Revised Code 3314.19 and Ohio Administrative Code 3301-102-05 Please complete a separate form for each facility associated with this school's IRN.

Date of visit to school facility:

8/10/2019

School Name and Facility Address:

Quaker Digital Academy 400 Mill Ave. Suite 901 New Philadelphia, Ohio 44663

### Instructions

<u>State law</u> requires the sponsor of each community school to annually provide opening assurances to the Ohio Department of Education no later than **10 business days** prior to the opening of the school. The opening of the school includes the first day of instruction for the current academic year, a change of school location, or the opening of a new or additional facility for the school.

Please complete all applicable sections.

- a. Complete Section I for all schools.
- b. Complete Section II if your school operates using a blended learning model as defined by Ohio Revised Code (ORC) 3301.079.
- c. Complete Section III if the school operates a dropout prevention and recovery model.

All sponsors must sign the attestation on the last page of the opening assurances. Instructions for filing are included at the end of the document.

### **Sponsor Information**

Please check all that apply:

First day of instruction in the current academic year

Change of location

Addition of a new facility

First day of instruction for 2019-2020 school year

9/3/2019

1 2019-2020 Sponsor Opening Assurances June 2019

| Sponsor Name       | New Philadelphia City School District |  |  |
|--------------------|---------------------------------------|--|--|
| Sponsor IRN        | 044487                                |  |  |
| School Name        | Quaker Digital Academy                |  |  |
| School IRN         | 000241                                |  |  |
| School Superinten  | dent Dr. Richard J. Varrati           |  |  |
| Superintendent's 1 | Telephone Number 330-339-7169         |  |  |
| Superintendent's E | Email Address varratir@go2qda.org     |  |  |

### **School Information**

| School's Website              |   |        |  |  |
|-------------------------------|---|--------|--|--|
| www.go2qda.org                |   |        |  |  |
| School's Physical Street Ad   | ldress                                  |        |  |  |
| 400 Mill Ave. Suite 901       |   |        |  |  |
| City, State                   | Zip Code                                | County |  |  |
| New Philadelphia, Ohio        | New Philadelphia, Ohio 44663 Tuscarawas |        |  |  |
| School Building Main Telep    | hone Number                             |        |  |  |
| 866-968-7032                  |   |        |  |  |
| School Email (if applicable)  |   |        |  |  |
| 1                             |   |        |  |  |
| School Fax Number             |   |        |  |  |
| 330-364-0680                  |   |        |  |  |
| Mailing Address (if different | from facility address                   | )      |  |  |
|                               |   |        |  |  |
| City, State                   | Zip Code                                | County |  |  |
|                               |   |        |  |  |

Are there multiple facilities/locations associated with this school IRN?



If yes, please list all facilities/locations associated with this school's IRN and grade levels served at each location. (Please note: If you have not submitted a Notification of Multiple Facilities in Epicenter, please do so as soon as possible.)

Berlin Office - P.O. Box 285, 5122 State Route 39, Berlin, OH, 44610 East Liverpool Office - 108 East 5th St. East Liverpool, OH. 43920 Steubenville Office - 2228 Sunset Blvd., Suite 2B, Steubenville, OH. 43952

Grade levels authorized per contract:

K-12

Grade levels currently served:

K-12

#### OEDS Administrator's Name:

Dr. Richard J. Varrati

#### OEDS Administrator's Email Address:

varratir@go2qda.org

### School Operator/Management Company Services

Does the school contract with an operator or management company? (See ORC 3314.02 (A)(8) for definition of operator.)



No

If the school contracts with an operator or management company, please complete all questions in the School Operator/Management Company section. Districts and educational service centers that sell services to community schools may qualify as operators under state law.

**Operator or Management Company Name:** 

**Operator or Management Company IRN:** 

Operator or Management Company EIN:

Please indicate whether the school's operator is a charter management organization (CMO), an education management organization (EMO) or another type of organization.

- Charter Management Organization (CMO) A nonprofit organization that operates or manages two
  or more charter schools (i.e., either through a contract with the charter schools or as the charter holder)
  linked by centralized support, operations and oversight.
- Education Management Organization (EMO) A for-profit entity that contracts with new or existing
  public school districts, charter school districts and charter schools to manage charter schools by
  centralizing support, operations and oversight.
- Other An organization such as a school district or educational service center that is not a CMO or EMO and that provides management, instructional or support services to one or more charter schools.

| The operator is a <b>charter management organization</b> (CMO). |
|---|
| The operator is an education management organization (EMO).     |
| The operator is an <b>other type of organization</b> .          |

All contracts between the operator and the community school for management, fiscal, instructional, or support services have been submitted to the Department.

SECTION I

#### ASSURANCES

In accordance with ORC 3314.19, please provide assurances by answering yes or no to the following. If the answer to a question is no, please provide an explanation.

The pre-opening site visit occurred prior to the school opening for the 2019-2020 school year.

Comments/Explanation

A current copy of the contract (including all amendments or addendums) between the sponsor and the governing authority of the school entered into under ORC 3314.03 has been submitted to the Office of Community Schools.

| Yes  | No |
|------|----|
| <br> |    |

Comments/Explanation

The sponsor has received and reviewed a copy of the school's plan for providing special education and related services to students with disabilities and the school has demonstrated the capacity to provide those services in accordance with ORC 3323 and federal law including proper licensure for educators providing special education and related services.

|  | Yes |   |
|--|-----|---|
|  |     | L |

No

Comments/Explanation

The school has a plan and procedures in place that meets all state requirements for administering the achievement and diagnostic assessments prescribed by ORC 3301.0710, 3301.0712 and 3301.0715.



The school personnel have the necessary training, knowledge and resources to properly use and submit accurate information to all databases maintained by the Department for the collection of education data, including the Education Management Information System (EMIS) and its subsystem, ODDEX, established under ORC 3301.0714 in accordance with methods and timelines established under ORC 3314.17.

| A second s |    |
|---|----|
| Yes   | No |

Comments/Explanation

The sponsor has reviewed all required information about the school in the Ohio Educational Directory System (OEDS) or any successor system and verified that all information is current and correct.

| X           | Yes           |    | No |
|-------------|---------------|----|----|
| Comments/E: | xplanati      | on |    |
|             | - prost for c |    |    |
|             |               |    |    |
|             |               |    |    |
|             |               |    |    |

The sponsor has verified the school currently has at least 25 students enrolled for the 2019-2020 school year, the minimum number of students required by division (A)(11)(a) of ORC 3314.03.

| Yes                  | No    |    |  |  |
|----------------------|-------|----|--|--|
| Comments/Explana     | ation |    |  |  |
| Enrollment numbers v |       |    |  |  |
|                      |       | 22 |  |  |
|                      |       |    |  |  |

All classroom teachers are licensed in accordance with ORC 3319.22 to 3319.31, except for non-certificated persons engaged to teach up to 12 hours per week pursuant to ORC 3319.301.

| Yes                  | No |
|----------------------|----|
| Comments/Explanation |    |
| Records reviewed     |    |
|                      |    |
|                      |    |

The school's fiscal officer is in compliance with ORC <u>3314.011</u>. (Please review ORC 3314.011 carefully and ensure the school has a designated fiscal officer that is either: a) employed under a contract with the governing authority of the school; or b) the governing authority adopted a resolution waiving the requirement and the sponsor approved the resolution.)



No

Please explain which option applies to this school.

Governing Authority adopted resolution waiver and approved by sponsor

#### Fiscal Officer's (Treasurer's) Name

Julie Erwin

Treasurer's License Number and Expiration Date of License

21009662 06/30/2024

#### Fiscal Officer's Telephone Number

330-364-0600

#### Fiscal Officer's Email Address

erwinj@go2qda.org

The school has complied with ORC 3319.39 and 3319.391. The school has on file both BCI and FBI criminal records checks for all licensed and unlicensed employees, including private contractors providing on- and off-site student services and that the school has conducted criminal records checks of each of its governing authority members.

|                | Yes     |     | No |    |  |  |
|----------------|---------|-----|----|----|--|--|
| Comments/Ex    | planat  | ion |    | 9. |  |  |
| Reviewed and v | erified |     |    |    |  |  |

The school provided evidence of all the following to the sponsor.

Evidence of property ownership or a lease for the facilities used by the school.



## Please explain which circumstance applies to this school, including the lender's or lessor's name and the term of the mortgage or lease.

| 9/20/2011-11/3   | ent LLC (East Liv<br>0/2024 (New Phil | iladelphia Off   | fice). OME-RE                                     | ESA 1/1/2019-1 | ool Office), Glin<br>12/31/2024 (Ne | ncher Propert<br>w Philadelphi | ies<br>a Office), |
|--|---------------------------------------|--|---|----------------|-------------------------------------|--------------------------------|-------------------|
|  | ment, Inc. 12/1/20                    | o to - yearly r  | renewai (berii                                    | n Office)      |                                     |                                |                   |
| A current ce   | rtificate of oc                       | cupancy.   |   |                |                                     |                                |                   |
|  | ·1                                    |  |   |                |                                     |                                |                   |
|  | Yes                                   | No   |   |                |                                     |                                |                   |
| Please indic   | ate the date th                       | he certific  | ate of occu                                       | ipancy was     | issued.                             |                                |                   |
| 1/30/2015  |                                       |  |   |                |                                     |                                |                   |
| Proof of liab  | ility insurance                       | e for the s  | chool. as r                                       | equired by     | division (A)                        | (11)(b) of (                   | ORC 3314.03       |
|  | isor agrees th                        | hat the lial   | bility insura                                     | ance is suff   | icient to pro                       | ovide for th                   | e potential       |
| liability of th  | isor agrees th                        | hat the liab   | bility insura                                     | ance is suff   | icient to pro                       | ovide for th                   | e potential       |
| liability of th  | isor agrees th<br>e school.           | h <b>at the lial</b><br>No   | bility insur                                      | ance is suff   | icient to pro                       | ovide for th                   | e potential       |
| liability of th  | nsor agrees the school.<br>Yes        | No<br>No<br>, term of p  | bility insuration                                 | ance is suff   | icient to pro                       | ovide for th                   | e potential       |
| Please includ<br>The Netherland                            | sor agrees the school.<br>Yes         | hat the lial<br>No<br>e, term of p                                 | bility insur<br>olicy and e                       | ance is suff   | icient to pro                       |                                |                   |
| Please includ<br>The Netherland<br>A satisfactor<br>form). | e carrier name                        | hat the lial<br>No<br>e, term of p                                 | bility insur<br>olicy and e                       | ance is suff   | icient to pro                       |                                |                   |
| Please includ<br>The Netherland<br>A satisfactor<br>form). | sor agrees the school.<br>Yes         | hat the lial<br>No<br>e, term of p<br>1019-2/3/2020<br>ty inspecti | bility insur<br>policy and ex<br>0<br>ion (or sch | ance is suff   | e.                                  | Ith and safe                   | ety inspectio     |

A satisfactory fire inspection. If the fire inspection resulted in any findings or required corrective actions, please describe those findings or corrective actions and provide dates and information that each identified item was corrected. (Fire inspection must be conducted annually in coordination with local jurisdictions. A satisfactory fire inspection must be completed within the current school year.)

|  | Yes |
|--|-----|
|--|-----|

No

Please include date of inspection or additional comments/explanation.

| 05/17/2019 | New Philadelphia Fire Department |  |
|------------|----------------------------------|--|
|            |                                  |  |

#### If offering food services, a valid food permit.

(Schools and sponsors must adhere to all applicable state and federal requirements.)

|       | Yes Not Applicable   |
|-------|--|
| Com   | iments/Explanation   |
| N/A   |  |
|       |  |
| In ac | ddition to the assurances required by ORC 3314.19, please attest to the following: |

The sponsor has conducted a pre-opening site visit prior to any time a school opens a new facility or changes locations.

| Yes No   |
|--|
| If no, please explain.   |
|  |
|  |
|  |
|  |
| The school is in full compliance with ORC 3313.536 regarding School Emergency Plans. |
|  |

| Yes |
|-----|
|     |

If no, please explain,

The school submitted a five-year forecast of operational revenues and expenditures in accordance with OAC 3301-92-04 and pursuant to rules adopted by the Department and the Auditor of State.

| Yes                    | No |      |  |
|------------------------|----|------|--|
| lf no, please explain. |    | <br> |  |
|                        |    |      |  |

The sponsor has monitored and evaluated the school's short- and long-term financial stability and viability.

| Yes | No |
|-----|----|
|-----|----|

If no, please explain.

The sponsor has a plan to assume operation of its sponsored schools to complete the 2019-2020 school year if necessary.

| Yes | lo |
|-----|----|
|-----|----|

1

If no, please explain.

The school has met all the sponsor's requirements for opening and any other requirements of the sponsor.

| Yes | No |  |  |
|-----|----|--|--|
|     |    |  |  |

If no, please explain and list additional requirements and status of compliance.

### **Bond Requirement**

In accordance with ORC 3314.50 (audit costs), please provide assurances by answering yes or no to the following questions. If the answer to a question is no, please provide an explanation. If the answer to the first question is N/A, please indicate the date the school opened for operation and move on to the next section. If the school is opening for the first time in 2019-2020, please complete the Addendum to Sponsor Opening Assurances (New Schools Only) section.

Did either the school's sponsor or operator post a bond, cash deposit, or provide a written guarantee of payment with the auditor of state in accordance with ORC 3314.50? Please indicate which entity in the comments.

| Yes                  | No | Not applicable (check this box if the school opened prior to Feb 1, 2016) |
|----------------------|----|---|
| Comments/Explanation |    |   |
|                      |    |   |
|                      |    |   |

If the school opened after Feb 1, 2016, has the school changed either its sponsor or operator? Please indicate which entity changed.

| Yes               | No  |  |  |
|-------------------|-----|--|--|
| Comments/Explanat | ion |  |  |
|                   |     |  |  |

If the school opened after Feb 1, 2016, has the school's new sponsor or operator posted a bond, provided a cash deposit, or provided a written guarantee of payment with the auditor of state in accordance with 3314.50?

| Yes                  | No |  |
|----------------------|----|--|
| Comments/Explanation | 1  |  |
|                      |    |  |

SECTION II

#### **BLENDED LEARNING**

Does the school plan to utilize a blended learning model, as defined in ORC 3301.079, during the 2019-2020 school year?



Did the school submit a blended learning declaration on or before July 1 of the school year in which the school plans to utilize a blended learning model or have a declaration?



If yes, please complete all questions in the blended learning section if this school operates using one or more **blended learning models**. If your answer is no, you may skip this section. Please see the Department's guidance regarding blended learning here.

Has the sponsor approved all blended learning model or models that will be used by the school during 2019-2020?

| Yes No |
|--------|
|--------|

Comments/Explanation

Please indicate the specific blended learning model or models that will be used by the school.

Please list specific page numbers within the community school contract, education plan and or addendums to the contract where the description of blended learning model or models used by the school may be found. (See Ohio Department of Education guidance regarding House Bill 2 and blended learning models <u>here</u>.)

## Does the sponsor-school contract executed under ORC 3314.03 include a description of how student instructional needs will be determined and documented?

| Yes |   | No |
|-----|---|----|
|     | the second second second second second second second second second second second second second second second se |    |

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how the school will assess, document and address students' instructional needs.

Is a board approved policy or procedure included in the sponsor-school contract, education plan, or addendums?



Please list specific page numbers of relevant policies and procedures within the community school contract, education plan or addendums.

Has the sponsor reviewed and approved the method to be used for determining competency, granting credit and promoting students to higher grade levels?



No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the method to be used by the school for determining competency, granting credit and promoting students to higher grade levels.

Has the sponsor reviewed and approved the school's attendance policy, including how the school will document participation in learning opportunities?

| Yes | No |
|-----|----|
|-----|----|

Does the attendance policy meet all requirements in state law?

|  | Yes |  | No |
|--|-----|--|----|
|--|-----|--|----|

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the school's attendance requirements, including how the school will document participation in learning opportunities.

Has the sponsor reviewed statements describing and evidence (policies/procedures) detailing how student progress will be monitored?

| Yes |
|-----|
|-----|

No

No

No

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe how student progress will be monitored by the school. If the community school contract does not specify how student progress will be monitored, please submit a copy of the policy/procedure.

Has the sponsor reviewed policies and procedures that describe how private student data will be protected?

| Yes | No |
|-----|----|
| Yes | N  |

Do the policies/procedures meet all legal requirements under state and federal law?

| Yes |
|-----|
|-----|

Please list specific page numbers within the community school contract, education plan contract addendums or policies that describe how private student data will be protected by the school.

Has the sponsor reviewed a description of the professional development activities (specific to blended learning instruction) that will be offered to teachers?

| Yes |
|-----|
|-----|

Please list specific page numbers within the community school contract, education plan or addendums to the contract that describe the professional development activities (specific to blending learning instruction) that will be offered to teachers by the school during the 2019-2020 school year.

I, sponsor of the above community school, affirm that the school meets all requirements to operate using a blended learning model.



I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to operate using a blended learning model.



I, sponsor of the above community school, affirm that the community school has submitted a blended learning declaration to operate using a blended learning model.

| Yes No |  | Yes |  | No |
|--------|--|-----|--|----|
|--------|--|-----|--|----|

If you answered no to any of the above affirmations regarding requirements related to this school utilizing blended learning, please provide an explanation here.



SECTION III DROPOUT PREVENTION AND RECOVERY REPORT CARD DESIGNATION

Did the sponsor and school apply for designation as a dropout prevention and recovery community school for the 2019-2020 school year?



No

If yes, please complete all items in the dropout recovery section. If your answer is no, you may skip this section. Please see Department guidance regarding dropout recovery community school requirements here.

The school meets all requirements outlined in Ohio Administrative Code (OAC) 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.



15 | 2019-2020 Sponsor Opening Assurances | June 2019
Please list specific page numbers within the community school contract that detail how this community school meets the criteria outlined in OAC 3301-102-10 to be eligible for the dropout prevention and recovery report card designation.

pg 2, 7, 8, 20-27

The sponsor reviewed evidence that the school meets all requirements and the school will comply with all requirements (including required state-mandated assessments) that apply to dropout prevention and recovery schools.



The sponsor has reviewed the school's education plan, and the plan meets the requirements outlined in statute to be eligible for the dropout prevention and recovery report card designation.

|  | Yes |  | No |
|--|-----|--|----|
|--|-----|--|----|

I, sponsor of the above community school, affirm that the school meets all requirements to be eligible for the dropout prevention and recovery report card designation.



I, sponsor of the above community school, affirm that the current community school contract submitted to the Department includes all requirements listed above for the school to be eligible for the dropout prevention and recovery report card designation.



### Addendum to Sponsor Opening Assurances (New Schools Only)

Ohio Revised Code 3314.191 Ohio Revised Code 3314.50

### Instructions

In accordance with Ohio Revised Code 3314.191, the Ohio Department of Education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following in ORC 3314.191.

Sponsors of community schools opening for the first year of operation in 2019-2020 must complete this addendum and sign the attestation on the last page of the addendum. Instructions for filing are included at the end of the document.

### Ohio Revised Code 3314.191

### **Prerequisites for Payments from Department**

Notwithstanding any provision to the contrary in the Revised Code, the department of education shall make no payment under section 3314.08 of the Revised Code to a community school opening for its first year of operation until the sponsor of that school confirms all of the following:

(A) The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.

(B) The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.

(C) The school facilities will be ready and open for use by the date prescribed in the contractentered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.

(D) The chief administrator of the community school actively is managing daily operations at the school.

(E) The projected enrollment reported to the department is accurate.

| Did your organization receive a rating of effective or higher on the most recent sponsor evaluation?<br>Yes No<br>Please indicate the first year of operation of the community school.<br>Prerequisites for Payments from Department<br>In accordance with ORC 3314.191, please provide assurances by answering yes or no to the<br>following. If the answer to a question is a no, please provide an explanation. |
|--|
| Yes No<br>Please indicate the first year of operation of the community school.<br>Prerequisites for Payments from Department<br>In accordance with ORC 3314.191, please provide assurances by answering yes or no to the   |
| Prerequisites for Payments from Department   |
| In accordance with ORC 3314.191, please provide assurances by answering yes or no to the   |
| In accordance with ORC 3314.191, please provide assurances by answering yes or no to the   |
| In accordance with ORC 3314.191, please provide assurances by answering yes or no to the   |
| In accordance with ORC 3314.191, please provide assurances by answering yes or no to the following. If the answer to a question is a no, please provide an explanation.  |
|  |
| The school is in compliance with the provisions described in divisions (A), (H), (I), and (J)(3) of section 3314.19 of the Revised Code.   |
| Yes No   |
| Comments/Explanation   |
|  |
| The sponsor has approved the financial controls required by the comprehensive plan for the school under division (B)(5) of section 3314.03 of the Revised Code.  |
| Yes No   |
| Comments/Explanation   |
|  |
| The school facilities will be ready and open for use by the date prescribed in the contract entered into under section 3314.03 of the Revised Code, and the sponsor has reviewed any lease, purchase agreement, permits required by statute or contract, and construction plans.   |
| Yes No   |
| Comments/Explanation   |
|  |

The chief administrator of the community school is actively managing daily operations at the school.

| Yes   | No                                  |                                    |                             |                                    |             |
|---|-------------------------------------|------------------------------------|-----------------------------|------------------------------------|-------------|
| omments/Explanation                         | 1                                   |                                    |                             |                                    |             |
|   |                                     |                                    |                             |                                    |             |
| ame of chief administ                       | rator                               |                                    |                             |                                    |             |
|   | 318 ATI                             |                                    |                             |                                    |             |
| ne projected enrollme                       |                                     |                                    |                             |                                    |             |
| Yes   | No                                  |                                    |                             |                                    |             |
| omments/Explanation                         |                                     |                                    |                             |                                    |             |
|   |                                     |                                    |                             |                                    |             |
|   | Вс                                  | ond Requir                         | ement                       |                                    |             |
| accordance with Ol<br>llowing. If the answe | RC 3314.50, ple<br>er to a questior | ase provide as<br>n is a no, pleas | surances by<br>e provide an | / answering yes of<br>explanation. | r no to the |
| is the community so                         | chool fulfilled t                   | he bond requir                     | ement in OR                 | C 3314.50?                         |             |
| Yes   | No                                  |                                    |                             |                                    |             |
| mments/Explanation                          |                                     | -                                  |                             |                                    |             |
| NA  | SE HOOL                             | ORENED                             | PRICE TO                    | 2/1/2016                           |             |
|   | 44.50 and indi-                     |                                    |                             | requirements the                   | ]           |

The governing authority of the school has posted a bond in the amount of \$50,000 with the auditor of state that is to be used, to pay the cost of audits of the school under ORC 3314.50.

In lieu of the bond, the governing authority of the school, the school's sponsor or an operator that has a contract with the school has deposited with the auditor of state cash in the amount of \$50,000 as guarantee of payment.

Indicate which entity deposited cash with the auditor of state as guarantee of payment.

L

In lieu of a bond or cash deposit, the school's sponsor or an operator that has a contract with the school provided a written guarantee of payment, which shall obligate the school's sponsor or the operator that provides the written guarantee to pay the cost of audits of the school under ORC 3314.50 up to the amount of \$50,000.

Indicate which entity provided written guarantee of payment.

Comments/Explanation

### **Sponsor Attestation of Assurances**

By signing, I attest that I have reviewed the above information and it is true and accurate to the best of my knowledge.

| Zill (X                          | David J. Brand | 08/10/2019 |
|----------------------------------|----------------|------------|
| Sponsor Representative Signature | Print Name     | Date       |

This form can be signed by hand or electronically by clicking "Fill & Sign" in the toolbar. Once clicked, options will appear. Click "Place Signature" and a new box will appear. You can create a new electronic signature or add an existing password protected signature.

### SUBMISSION INSTRUCTIONS:

Sponsors are required to electronically submit a completed 2019-2020 Sponsor Opening Assurances form to Epicenter following the process below.

- 1. Log in to Epicenter at http://epicenternow.org/.
- 2. Click the Sign In link at the top of the screen.
- 3. Enter your username and password.
- 4. Click Document Center.
- 5. On the Document Center page, click the Submission Upload button.
- 6. For Entity Type, select school.
- 7. For Submission Type, select Sponsor Assurance Form.
- 8. For Entities, select the appropriate school by checking the box next to the school name.
- 9. Enter required information.
- 10. Click Upload New File button to upload your document.
- 11. (Optional) Type a brief message to the reviewer.
- 12. Click Submit.

The Office of Community Schools and your consultant will use this site to access your submissions. If you have additional questions or if you are unable to view any of the information described above, please contact your lead consultant.

Ohio Department of Education Office of Community Schools 25 South Front Street, Mail Stop 307 Columbus, OH 43215-4183 Telephone: (614) 466-7058 Fax: (614) 466-8506 www.education.ohio.gov

# EXHIBIT 6

New Philadelphia City School District Board of Education Sponsorship Policies

### **INTERVENTION POLICY**

Pursuant to Ohio law, the Board of Education may intervene in a Sponsored School's operation for certain reasons. Intervention includes, but is not limited to, putting the School on a corrective action plan, placing the School in probationary status, suspending or assuming the School's operations, non-renewing the School's Sponsor Contract, or terminating the Sponsor Contract.

The District seeks to avoid unnecessary intervention. The District recognizes that certain "non-material" conditions or violations do not warrant formal intervention. Such "non-material" conditions or violations should be resolved through open dialogue with the School or through a corrective action plan.

When conditions warrant formal intervention, the District endeavors to enforce the least invasive intervention through its "Step" procedures described below. The Steps are designed to ensure the School's autonomy and to allow the School to self-correct deficiencies, when appropriate.

### Conditions that may Trigger Intervention

Conditions that may trigger the District's intervention include, but are not limited to, the following:

- Violation of the material terms of the Sponsor Contract
- Violations of federal, state, or local laws
- Weak or declining academic performance
- Failure to meet academic performance expectations
- Failure to meet indicators of financial viability or sustainability
- Deviation from the education, management, administration, or financial plan(s)
- Threats to the health, safety, or welfare of students
- Failure to meet standards for fiscal management
- Failure to meet state reporting deadlines
- Mismanagement of public funds
- Financial malfeasance
- Failure to retain sufficient enrollment to remain financially viable
- Failure to retain adequate and safe facilities
- Substantiated complaints against the School
- Substantiated ethics violations
- Failure of the Governing Authority to comply with applicable laws, rules, regulations, or provisions of the Sponsor Contract related to governance
- Failure of Governing Authority to meet pursuant to the Sponsor Contract and Sunshine Laws
- Failure to report conditions that may have a material impact on the School

### Process for Identifying Conditions That May Trigger Intervention

To minimize occurrences of intervention, the District has established a documented, systematic and proactive sponsorship program. The District believes that most formal interventions can be avoided through this program.

The District may identify conditions that may trigger intervention through providing technical assistance, conducting site visits and reviews, conducting financial and enrollment reviews, providing performance reports, a Needs Assessment, attending Governing Authority meetings, and engaging in regular communication with the School.

### Investigation of Condition

Prior to initiating a formal intervention, the District shall investigate the conditions that may trigger formal intervention. The Superintendent shall adopt a process for investigating conditions. Steps shall include evaluating the identified condition, if applicable, verifying the condition, and communicating about the condition with the School, if reasonable.

### Steps and Intervention Action

The following guidelines shall be applied on a step-by-step basis, except for situations where the severity of the offense, violation, or failure warrants initiating intervention at a more advanced Step. When practicable, the District shall allow the School to establish a method for resolving the issue to maintain school autonomy.

| Status                       | Conditions that may trigger Status   | Consequences   |
|------------------------------|--|--|
| Step 1: Notice of<br>Concern | <ul> <li>Weak or declining performance</li> <li>Issues identified in site visits</li> <li>Conditions identified above</li> <li>The School does not meet<br/>standards on performance measures</li> </ul> | <ul> <li>Notification to the<br/>School's Superintendent</li> <li>School proposes method<br/>for Resolution</li> <li>District creates a timeline<br/>for improvement</li> </ul>  |
| Step 2: Notice of<br>Breach  | <ul> <li>Unresolved Step 1 issues</li> <li>Conditions identified above</li> </ul>  | <ul> <li>Written notification to the<br/>Governing Authority and<br/>the School's<br/>Superintendent,</li> <li>School proposes method<br/>for Resolution</li> <li>District creates a timeline<br/>for improvement</li> </ul> |

|  |  | • Additional site visits to affirm correction of problem, if necessary  |
|--|--|---|
| Step 3: Probationary<br>Status                           | <ul> <li>Unresolved Step 1 or 2 issues</li> <li>Conditions identified above</li> <li>Grounds specified in O.R.C.<br/>3314.07</li> </ul>        | <ul> <li>District places the School<br/>on probationary status<br/>pursuant to O.R.C.<br/>3314.073</li> </ul> |
| Step 4: Suspending<br>Operation or<br>Assuming Operation | <ul> <li>Unresolved Step 1, 2, or 3 issues</li> <li>Conditions identified above</li> <li>Grounds specified in O.R.C.<br/>3314.07</li> </ul>    | • District suspends operation<br>of the School pursuant to<br>due process procedures in<br>O.R.C 3314.072     |
| Step 5: Termination                                      | <ul> <li>Unresolved step 1, 2, 3 or 4 issues</li> <li>Conditions identified above</li> <li>Grounds specified in O.R.C.<br/>3314.07.</li> </ul> | • District terminates the<br>Sponsor Contract pursuant<br>to O.R.C 3314.07                                    |

### Timeframes for Monitoring Progress and Deadlines for Resolving the Deficiency

When implementing formal intervention, the District shall establish reasonable timeframes for achieving progress and deadlines for resolving the deficiency, as it deems appropriate. The District recognizes that timeframes and deadlines will vary depending on the condition and that no policy can foresee nor predict a reasonable timeframe for making progress or resolving any particular deficiency. The District shall request and review status updates from the School regarding its progress in resolving the deficiency.

### Consequences for Not Resolving the Deficiency

Consistent with the intervention table described above, the School's failure to resolve a deficiency may result in subsequent step on the table.

### Suspension

The District may suspend the operation of the School only if it first issues to the Governing Authority notice of the District's intent to suspend the operation of the Sponsor Contract. Such notice shall explain the reasons for the District's intent to suspend operation of the Sponsor Contract and shall provide the School's Governing Authority with five (5) business days to submit to the District a proposal to remedy the conditions cited.

New Philadelphia City School District Board of Education Sponsorship Policies

The District shall promptly review any proposed remedy timely submitted by the Governing Authority and shall either approve or disapprove the proposed remedy. If the District disapproves the proposed remedy, the Governing Authority fails to submit a proposed remedy in the manner prescribed by the District, or if the Governing Authority fails to implement the remedy as approved by the District, the District may proceed with suspension as set forth below.

If the District decides to suspend the operation of the School, the District shall promptly send written notice to the Governing Authority stating that the operation of the School is immediately suspended. The written notice shall contain specific reasons for the suspension, and shall state that the Governing Authority has five (5) business days to submit a proposed remedy to the conditions cited as reasons for the suspension, or face potential Sponsor Contract termination.

Upon receipt of the notice of suspension, the Governing Authority shall immediately notify the employees of the School and the parents of the students enrolled in the School of the suspension and its reasons, and shall cease all school operations on the next business day.

If the District suspends the operation of the School, the Sponsor Contract entered into under section 3314.03 of the Revised Code shall become void, unless the Governing Authority provides a proposal to remedy the conditions cited by the District as reasons for the suspension, to the District's satisfaction, by the thirtieth day of September of the school year immediately following the school year in which the operation of the School was suspended.

### Probation

In lieu of termination of the Sponsor Contract or suspension of the operation of the School, after consultation with the Governing Authority, if the District finds that any of the conditions prescribed in division (B)(1) of section 3314.07 of the Revised Code apply to the School, the District may declare in written notice to the Governing Authority that the School is in a probationary status which shall not extend beyond the end of the current school year. The notice shall specify the conditions that warrant probationary status. The District may declare the School to be in such status only if it has received from the Governing Authority reasonable assurances to the District's satisfaction that the Governing Authority can and will take actions necessary to remedy the conditions that have warranted such probationary status The District shall monitor the actions taken by the Governing Authority to remedy the conditions that have warranted such probationary status. The District shall monitor the actions taken by the Governing Authority to remedy the conditions that have warranted such probationary status. The District shall monitor the actions taken by the Governing Authority to remedy the conditions that have warranted such probationary status. The District shall monitor the action that he governing the operation of the School as provided in the Sponsor Contract, may take steps to terminate the Sponsor Contract, or may take steps to suspend the operation of the School, if the District at any time finds that the Governing Authority is no longer able or willing to remedy those conditions to the District's satisfaction.

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### Due Process Procedures

Before suspending or assuming the School's operations, or terminating the Sponsor Contract, the District will follow procedures specified by the Ohio Revised Code.

LEGAL REF: O.R.C. §§3314.07, 3314.072, 3314.073, and 3314.351 Quality Practices Rubric: D.06 – Intervention

Updated: \_\_\_\_\_ Adopted: February 12, 2018

### **INTERVENTION PROCESS**

The District's System of oversight and monitoring is designed to minimize the need of formal intervention. The District seeks to minimize the need for intervention by providing Needs Assessments, offering professional development, technical assistance, legal updates, and general oversight.

This Sponsorship Procedure addresses conditions that may trigger intervention, establishes a process for identifying conditions, and a process to conduct investigation.

### Conditions that May Trigger Intervention

Conditions that may trigger intervention include, but are not limited to, the following:

- Weak or declining academic performance.
- Failure to meet academic performance expectations.
- Failure to meet indicators of financial viability or sustainability.
- Deviation from the education, management, administration, or financial plan(s).
- Threats to the health, safety, or welfare of students.
- Violation of the material terms of the Sponsor Contract.
- Failure to meet standards for fiscal management.
- Failure to meet state reporting deadlines.
- Violations of federal, state, or local laws.
- Mismanagement of public funds.
- Financial malfeasance.
- Failure to retain sufficient enrollment to remain financially viable.
- Failure to retain adequate and safe facilities.
- Substantiated complaints against the School.
- Substantiated Ethics Violations.
- Failure of Governing Authority to meet pursuant to the Contract and Sunshine Law.
- Failure to report conditions that may have a material impact on the School.

### Process for Identifying Conditions

The District recognizes that its system of oversight and monitoring establishes comprehensive processes for identifying the conditions that may eliminate the need for formal intervention or may identify a need for intervention at an early stage.

1. Site visits and reviews. Consistent with the District's site visit and review policy, the District requires the School to correct any identified deficiencies.

- 2. Financial and enrollment reviews. Consistent with the District's oversight and evaluation policy, the District conducts monthly site visits and provides proactive recommendations.
- 3. Performance reports. Consistent with Ohio law and policy practices, the District provides performance reports
- 4. Needs Assessment. The Needs Assessment is a process to identify weaknesses, set priorities, and direct resources for improvement.
- 5. High Stakes Review. The High Stakes Review is a rigorous evaluation of the School's performance over the entire contract term.

### Investigation Process

Consistent with the Board Policy, the District establishes the process for conducting an investigation.

- 1. Upon becoming aware of a potential condition, the District shall review the evidence against the appropriate metrics (e.g. Contract, Performance Framework, Revised Code, Administrative Code) to ascertain its validity.
- 2. The District may communicate with the sponsored school, the Department of Education, legal counsel or other sources, as necessary, to affirm its conclusion of the condition.
- 3. The District shall provide a written notice of the condition explaining the basis for the District's initial determination and identifying its proposed resolution.
- 4. If the District determines that the intervention requires probation, suspension, assumption of operations, or termination, the District shall comply with the statutory requirements.

### **TERMINATION**

Pursuant to Ohio law, the Board of Education may terminate a contract with a sponsored school. This policy establishes the reasons for which the Board may terminate a sponsored school's contract and explains the procedures to be followed if termination occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the sponsor contract, the provisions of the sponsor contract shall prevail.

### Criteria for Termination

Pursuant to Ohio law, the Board may terminate a sponsored school's contract during the contract term when there is clear evidence of one (1) or more of the following:

- a. Failure to meet student performance requirements stated in the contract;
- b. Failure to meet generally accepted standards of fiscal management;
- c. Violation of any provision of the contract or applicable state or federal law;
- d. Other good cause; or
- e. The Board has suspended the sponsor contract.

Based on quality practices, the Board defines the criteria for termination as clear evidence of unacceptable academic performance, egregious violations of law, financial mismanagement, and/or unfaithfulness to the contract terms.

Evidence supporting termination may include, but is not limited to academic performance measures from the sponsor contract, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinions of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the sponsor contract, or other documentation demonstrating clear violation of the criteria for termination set forth above.

### Termination Procedure

- 1. The District shall notify a community school of its proposal to terminate the contract, in writing, no later than January 15 of the year the Board intends to terminate the contract. The notice must include:
  - a. The reason(s) for the intended termination,
  - b. The effective date of the termination,
  - c. Notification of the right of the school to appear, upon request, before the Board at an informal hearing to challenge the reason(s) for the intended termination, and

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- d. Notification that the request to appear must be made within fourteen (14) days of receiving the request, in writing.
- 2. The informal hearing shall be held within fourteen (14) days of the District's receipt of a request for the hearing.
- 3. No later than fourteen (14) days after the informal hearing, the Board shall issue a written decision either affirming or rescinding the decision to terminate the contract.
- 4. The termination of the contract shall be effective upon the later of the following: (a) the date the sponsor notifies the school of its decision to terminate the contract, or (b) the effective date of the termination specified in the notification of termination.

### Responsibilities in the Event of Termination

Pursuant to Ohio law, any sponsored school whose contract is terminated for failure to meet student performance requirements or failure to meet generally accepted standards of fiscal management shall close permanently at the end of the current school year or on the date specified in the notification of termination. Ohio law prohibits such schools from entering into a contract with any other sponsor.

The District and the community school shall begin the closure process outlined in the policy entitled "Closure Process."

LEGAL REF: O.R.C. §3314.07 Quality Practices Rubric: E.04 – Contract Termination

Adopted: February 12, 2018

### **RENEWAL OF SPONSORED SCHOOLS**

Pursuant to Ohio law, the Board of Education may renew or non-renew a sponsor contract with a sponsored school. This policy explains the renewal application process and the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the sponsor contract, the provisions of the sponsor contract shall prevail.

In years in which renewal is to occur, all application reviewers shall receive training on the renewal protocols.

### Application for Renewal

The Board requires all community schools sponsored by the District to apply for renewal of their sponsor contract through a renewal application.

The Board directs the Superintendent to develop an application for renewal ("Renewal Application"). The Renewal Application shall require the sponsored school to provide the following:

- a. multiple years of student achievement,
- b. multiple measures of student achievement,
- c. financial audits for each year,
- d. site visit reports,
- e. other compliance reports,
- f. status reports on other required interventions, and
- g. other criteria determined applicable.

The Board directs the Superintendent to adopt a renewal process. The process must include a defined timeline for renewals, a scoring rubric used to evaluate Renewal Applications, clear directions for Renewal Applications, and guidance for application. The scoring rubric should include academic and non-academic measures.

The Renewal Application and all documentation related to the renewal process must be posted on the District's website.

### Completed Applications

Completed Renewal Applications shall be reviewed by the District's sponsor staff to determine whether the school is fiscally and operationally viable, has satisfactorily achieved its contractual standards, and is faithful to the terms of the sponsor contract. The District's sponsor staff shall provide evidence-based recommendations to the Board regarding contract renewal.

### Procedure for Renewal or Non-Renewal

The Board adopts the following procedure for renewal and non-renewal of sponsored schools.

- 1. The District's sponsor staff shall make a recommendation to the Board regarding renewal. The Board shall pass a resolution of its intent to renew or non-renew the sponsor contract.
- 2. The District shall notify a community school of proposed non-renewal, in writing, no later than January 15 of the year the Board intends to non-renew the contract. The notice must include:
  - a. The reason(s) for the intended non-renewal;
  - b. The effective date of the non-renewal;
  - c. A statement, notifying the school of the right to appear, upon request, before the Board at an informal hearing to challenge the reason(s) for the intended termination; and
  - d. The request to appear must be made within fourteen (14) days of receiving the request, in writing.
- 3. The informal hearing shall be held within fourteen (14) days of the District's receipt of a request for the hearing.
- 4. No later than fourteen (14) days after the informal hearing, the Board shall issue a written decision either affirming or rescinding the decision to non-renew the contract.
- 5. The non-renewal of the contract shall be effective upon the later of the following: (a) the date the sponsor notifies the school of its decision to terminate the contract; or (b) the effective date of the termination specified in the notification of termination.
- 6. The District shall notify the school's families of non-renewal by April 15 of the year of non-renewal.

Quality Practices Rubric: E.01 – Renewal Application; E.02 – Renewal and Non-Renewal Decisions; E.03 – Non-Renewal Notifications

Updated: September 16, 2019 Adopted: February 12, 2018 New Philadelphia City School District Board of Education Sponsorship Policies

### CLOSURE

The Board of Education recognizes the importance of having a plan in place, in the event a community school experiences financial difficulties or closes. This policy is intended to ensure the sponsored school's closure is consistent with the law, timely, and in line with quality practices.

The District shall adopt closing procedures that include, but are not limited to, the procedures described in the most current version of the Ohio Department of Education's "Community School Suspension and Closing Procedures ("Closing Guidance"). Said procedures shall also state the responsibilities of the District as Sponsor, the School Governing Authority, school staff, the management company, and the School treasurer/fiscal officer.

Closing Guidance, while comprehensive, does not address all laws regarding closure. The Board recognizes its obligation to follow these laws, regardless of whether they are referenced in the Closing Guidance.

Said procedures shall include:

### Notification of Parents

The Board directs the Superintendent to notify parents of students enrolled in sponsored schools that are closing of such school's impending closure. The written notice must provide assistance to the parents in finding a new school.

### School Records

The Board recognizes its obligation to ensure that all school records are secured and available for completing the school's closing. The Board will follow the Closing Guidance procedures for securing student records.

### Disposition of School Funds and Assets

The Board recognizes its duties regarding the disposition of school funds and assets. The Board will follow the Closing Guidance procedures for disposing school funds and assets.

LEGAL REF: O.R.C. §3314.023 Quality Practices Rubric: E.05 – Closure Process

Updated: September 16, 2019 Adopted: February 12, 2018

# TERMINATION PROCEDURE, FINANCIAL DIFFICULTY PLAN, AND CLOSURE/SUSPENSION PROCEDURES

procedures, financial difficulty plan, and closing procedures. These Procedures are intended to supplement the Ohio Department of Education's Community School Suspension and Closing Procedures and outline the responsibilities of specific sponsor and community school staff. Consistent with the District's Termination Policy, SP9, and Closure Policy, SP11, the District has developed the following termination

# A. Termination

|             |           | §3314.07  |                 |                         | becomes effective.             | Effective Date   |       |
|-------------|-----------|-----------|-----------------|-------------------------|--------------------------------|------------------|-------|
|             | N/A       | O.R.C.    | Sponsor Board   | N/A                     | Date termination of contract   | Termination      | AS    |
|             |           | 300, 10,  |                 |                         | terminate contract.            |                  |       |
|             |           | 83314 07  | oponior nome    | Hearing                 | affirm or rescind decision to  |                  | T T T |
|             | N/A       | O.R.C.    | Sponsor Board   | 14 days after Informal  | Board decides whether to       | Roard Decision   | A4    |
|             |           | יייי      |                 |                         | W U.N.C. 82214.07.             | LICALITZ         |       |
|             | 1 1 1 1   | 63314 07  |                 | neoridad                | to O D C \$3314 07             | Thomas           | 5     |
|             | N/A       | ORC       | Superintendent. | 14 Dave after Notice is | Hearing conducted nursuant     | Informal         | 2     |
|             |           | 300, 100  |                 | Dette                   | ormon a reducation a meaning.  |                  |       |
|             |           | 83314 07  | School          | sent                    | echool's request for a hearing | Hearing          |       |
|             | N/A       | ORC       | Community       | 14 days of Notice heing | Written Notice contains        | Remiest for      | 47    |
|             |           |           |                 |                         | and Board Policy.              |                  |       |
|             |           | §3314.07  | Sponsor Board   | Notice: January 15      | language required by statute   | to Terminate     |       |
|             | N/A       | 0.R.C.    | Superintendent; | Last day to provide     | Written Notice contains        | Notice of Intent | A1    |
|             | Number    |           |                 |                         |                                |                  |       |
|             | Item      |           |                 |                         |                                |                  |       |
| Completed:  | Assurance |           |                 |                         |                                |                  |       |
| Action Item | Closing   | 1.5       | Party           |                         |                                |                  |       |
| Date        | ODE       | Statutory | Responsible     | Timeline                | Description                    | Action Item      |       |
|             |           |           |                 | IERMINATION             |                                |                  |       |
|             |           |           |                 |                         |                                |                  |       |

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# B. Financial Difficulty

|            |                     | FINANCI  | FINANCIAL DIFFICULTY - PROCEDURES | CEDURES              |                        |   |                                   |
|------------|---------------------|--|-----------------------------------|----------------------|------------------------|---|-----------------------------------|
|            | Action Item         | Description  | Timeline                          | Responsib e<br>Party | Statutory<br>Reference | ODE<br>Closing<br>Assurance<br>Item<br>Number | Date<br>Action Item<br>Completed: |
| B1         | Triggering<br>Event |  | N/A                               | N/A                  | N/A                    | N/A   | N/A                               |
| B2         | Review of           | Review to determine special                            | Within 24 hours of                | Sponsor              | N/A                    | N/A   | N/A                               |
|            | Sponsor<br>Contract | procedures to follow in the event a school experiences | Triggering Event                  | Superintendent       |                        |   |                                   |
|            |                     | financial difficulty                                   |                                   |                      |                        |   |                                   |
| <b>B</b> 3 | Review of ODE       | Review to determine                                    | Within 24 hours of                | Sponsor              | N/A                    | N/A   | N/A                               |
|            | Agreement           | notification requirements and other obligations        | Triggering Event                  | Superintendent       |                        |   |                                   |
| B3         | Meeting             | Meeting to Discuss the                                 | Within 2 Days of                  | Sponsor              | N/A                    | N/A   | N/A                               |
|            | Between School      | School's viability and options                         | <b>Triggering Event</b>           | Superintendent       |                        |   |                                   |
|            | and Sponsor         | to resolve financial issues                            |                                   | and Sponsor          |                        |   |                                   |
| Į          | Compation           | Ourse an anti-   | TBD                               | Cooper               | N1/A                   | NIA   | N1/A                              |
|            | Action Plan         | to resolve financial difficulty                        |                                   | Superintendent       |                        |   |                                   |
|            |                     |  |                                   | and Sponsor          |                        |   |                                   |
|            | 2                   | •  |                                   | Ireasurer            |                        |   |                                   |
| bu         | CIUSUIE             | successful and financial                               | ΪIJIJ                             | Community            |                        |   |                                   |
|            |                     | situation cannot be improved,                          |                                   | School               |                        |   |                                   |
|            |                     | determine whether to proceed                           |                                   | Governing            |                        |   |                                   |
|            |                     | with closure   |                                   | Authority            |                        |   |                                   |

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# C. Closure / Suspension Process

The District agrees to follow the most current version of the Closing Procedures and Template. (attached)

Presentations/Supension\_Closing-Procedures-Guidance.pdf.aspx?lang=en-US http://education.ohio.gov/getattachment/Topics/Community-Schools/Guidance-Documents-Webinars-and-

|   | Z                    | INITIAL NOTIFICATIONS AND MEETINGS STUDENT RECORDS, AND SCHOOL RECORDS | ) MEETINGS STUDENT I | RECORDS, AND         | SCHOOL                 | RECORDS                                       |
|---|----------------------|--|----------------------|----------------------|------------------------|---|
|   | Action Item          | Description  | Timeline             | Responsible<br>Party | Statutory<br>Reference | Statutory Date Action<br>Reference Completed: |
| 1 | Closure /            | Resolution regarding   | N/A                  | Sponsor Board        | O.R.C.                 |   |
|   | Suspension<br>Action | Termination, Suspension, or<br>Closure (if applicable)                 |                      |                      | §§<br>3314.07,         |   |
|   |                      | ,  |                      |                      | 3314.071,<br>3314.072  |   |
| 2 | Prepare Closure      | Packet to Include:   | Within 24 hours of   | Sponsor              | N/A                    |   |
|   | Packet               | -Closure Policy,   | Action               | Superintendent       |                        |   |
|   | Materials            | -Closure Procedure,  |                      | or Designee          |                        |   |
|   |                      | -ODE Model Closure,  |                      |                      |                        |   |
|   |                      | -Closure Plan, and   |                      |                      |                        |   |
|   |                      | -Sponsor Contract  |                      |                      |                        |   |
| ω | Distribution of      | Distribute Copies to School:   | Within 24 hours of   | Sponsor              | N/A                    |   |
|   | Statutory            | -O.R.C. 3314.023   | Action               | Superintendent       |                        |   |
|   | Obligations          | -O.R.C. 3314.44  |                      | or Designee          |                        |   |
|   |                      | -O.R.C. 3314.50  |                      |                      |                        |   |
| 4 | Notice to Office     | Contents:  | Within 24 hours of   | Sponsor              | N/A                    |   |
|   | of Community         | -Resolution  | Action               | Superintendent;      |                        |   |
|   | Schools              | -Date of Closure   |                      | School Head          |                        |   |

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| -Reason for Closure         -Additional Information         Administrator           Closing Team         Develop plan to implement<br>and complete the<br>Establishing         Department's Closing<br>Department's Closing<br>Department's Closing the<br>"Closing Team."         Within 24 hours of<br>Assurances by forming the<br>"Supersion /<br>"Closing Team."         N/A           Procedures         Team Members Include:<br>"School Fiscal Officer<br>-Sponsor Board<br>Representative<br>-Sponsor Treasurer         N/A         Superintendent<br>-Sponsor Superintendent<br>-Sponsor Treasurer         N/A           Modify tasks and assignments<br>as necessary         Action         School Head<br>Administrator,<br>School Fiscal Officer         N/A           FAQ         -Create and Maintain FAQ<br>regarding closure on the<br>School's website         Within 24 hours of<br>Action         School Head<br>Administrator,<br>Superintendent;<br>Closing Team         N/A           FTE Review         -Complete final FTE review<br>motification of the school         School Teasurer<br>School is website         N/A |
|---|
| nmentWithin 24 hours of<br>ActionSponsor<br>Superintendentg theSponsor<br>SuperintendentSuperintendentle:<br>le:<br>ithorityWithin 24 hours of<br>ActionSuperintendentstratorSuperintendentSuperintendentgnmentsSchool Head<br>ActionAdministrator;<br>Superintendent;<br>Closing TeameviewWhen possible, within 7<br>business days of school<br>ceasing operations, or<br>within 7 business days of<br>the area coordinator's<br>notification of the schoolSchool<br>Treasurer   |
| 24 hours ofSponsor24 hours ofSuperintendentSuperintendentSuperintendent124 hours ofSchool Head124 hours ofSchool Head124 hours ofSchool Head124 hours ofSchool Itead124 hours ofSchool124 hours ofSchool125 housiness days ofSchool126 housiness days ofSchool127 housiness days ofSchool128 housiness days ofSchool129 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool120 housiness days ofSchool  |
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| Monthly<br>Updates –<br>Sponsor Board<br>Meeting   | Monthly<br>Meetings –<br>Closure Team   | Completing<br>Department's<br>Closing<br>Assurances   | Closing Team<br>Submission of<br>Timelines  | Notice to<br>Parents   |   |
| Update the Board of<br>Education on the Status of<br>Department's Closing<br>Assurances Form at a<br>Monthly Governing Authority | Review Status of Department<br>Closing Assurances Form,<br>redelegate responsibilities as<br>appropriate  | Complete the steps contained<br>within the Department's<br>Closing Assurances Form.<br>See attached closure form. | Submission of estimated<br>timeline to the Department of<br>Education                   | -Draft and provide written<br>notice to parents of the<br>school's closure. Notice must<br>include offer to assist<br>parent/student in finding a<br>new school. |   |
| Every month after<br>closure occurs until the<br>Department's Closing<br>Assurances Form is<br>completed.                        | Every month after<br>closure occurs until the<br>Department's Closing<br>Assurances Form is<br>completed. | Ongoing   | Mid-Year Closure - Ten<br>(10) days of notification;<br>End of Year Closure –<br>May 31 | Within 2 weeks of Action   | suspension/closing by the<br>Department;<br>In any event, prior to<br>transfer of original<br>student records to the<br>district. |
| Sponsor<br>Superintendent;<br>Sponsor Board<br>of Education  | Sponsor<br>Superintendent   | School Head<br>Administrator;<br>Sponsor<br>Superintendent  |   | School Head<br>Administrator;<br>Sponsor<br>Superintendent;<br>Closing Team  |   |
| N/A  | N/A   | N/A   |   |  |   |
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|----------------|------------|-----------------|------------------------------------|-------------------------|----------------|-----------|----------------------------|-----------------------|----------------------------|------------|-----------------------------|------------------------------|-------------------------------|----------------------------|
| Template       | Procedures | Closing         | Department's                       | 16 Submission of        |                |           | Submission                 | Update                | 15 Quarterly               | Meeting    | School Board                | Community                    | Updates -                     | 14 Monthly                 |
|                | F F        | Upon Completion | <b>Closing Assurances Template</b> | Submit the Department's |                | Education | submitted to Department of | Assurance Template is | The updated Closing        | meeting    | Monthly Governing Authority | Closing Assurances Form at a | on the Status of Department's | Update Governing Authority |
|                |            |                 |                                    | TBD by Closing Team     |                |           |                            | 1, Jan 1, April 1)    | Each quarter (July 1, Oct. | completed. | Assurances Form is          | Department's Closing         | closure occurs until the      | Every month after          |
| Superintendent | Snonsor    | Designee:       | Authority                          | Governing               | Superintendent | Sponsor   | Designee;                  | Authority             | Governing                  |            | Authority                   | Governing                    | Administrator;                | School Head                |
|                |            |                 |                                    | N/A                     |                |           |                            |                       | N/A                        |            |                             |                              |                               | N/A                        |
|                |            |                 |                                    |                         |                |           |                            |                       |                            |            |                             |                              |                               |                            |



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

### **Closure Statute**

Ohio | Department of Education

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

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

### Suspension Statute

<u>ORC 3314.072</u> establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

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

### Overview

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

### Note:

- Closing procedures detailed in this guidance or the accompanying template are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors are advised to consult their legal counsel.

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

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

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

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

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

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

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

### Additional Resource

Additional information regarding best practices from The National Association of Charter School Authorizers is available here.

### **Submission Instructions**

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

Submit the Suspension and Closing Assurance Template by uploading the completed template, including certification, to Epicenter following the process below:

- 1. Log in to Epicenter at http://epicenternow.org/.
- 2. Click the Sign In link at the top of the page.
- 3. Enter your username and password.
- 4. Click Document Center.
- 5. On the Document Center page, click the Submission Upload button.
- 6. For Entity Type, select school.
- 7. For Submission Type, select Suspension and Closing Assurance Template.
- 8. For Entities, select the appropriate school by checking the box next to the school name.
- 9. Enter required information.
- 10. Click Upload New File button to upload your document.
- 11. (Optional) Type a brief message to the reviewer.
- 12. Click Submit.

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

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

### Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions or events maintained and kept for the proper administration of the school, including student, staff and administrative/financial information. Please note, the following categories and types of records should not be considered as the entire list of documents that might be examined during a closing

procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's FTE Review Manual.)

### Student Records

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

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

### Staff Records

Staff records include, but are not limited to: employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be maintained in an employee record folder.

### Administrative/Financial Records

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

### **Record Retention**

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

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

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

|  | nitial Notifications   | rope   |
|--|--|--|
| Encoline<br>nt/FTE<br>review   | Notificati Notify<br>on to Office<br>Ohio<br>Departme Schoo<br>Rt of the sci<br>Education being<br>Education being<br>Salada<br>(or other<br>cause<br>school<br>to initi<br>to initi   | Subtopic   |
| area<br>ocordinator's<br>office to<br>schedule the<br>student<br>enrollment/FI<br>E review.  |  | De   |
| area the absence of the powering authority, must notify the area coordinator's office to schedule the student enrollment/FTE review. Closure,<br>coordinator's NOTE: If the area coordinator's schedule permits, the FTE review, would be completed within seven business days of the area<br>office to coordinator's notification of the school's closing by the Department. The treasure/FISsal officer and applicable school staff should<br>schedule the familiarite themselves with the current FTE manual.<br>tudent enrolment/FTI in the case of nonzenewal under RC 3314.07(B), the Office of Community Schools will notify the area coordinator.<br>E review.<br>In the case of nonzenewal under RC 3314.07(B), the Office of Community Schools will notify the area coordinator.<br>E review.<br>In the case of closure, noncenewal or termination from school no later than those included in 333.4.07(B), the Sponse to the Office of<br>Community Schools within three business days of receipt. The Office of Community Schools will notify the area coordinator, if<br>warranted. | In the case of it sponsor suppending or terminating is school's operation during the school year, the sponsor shall notify the Office of<br>Community Schools that the school is suppended or closing within 24 hours of the extion. The sponsor shall submit the community<br>school's board resolution or official sponsor notice, including the date of closing, to the Office of Community schools via Epicenter.<br>If a sponsor provides notice of nonrenewal to a community school under ORC 3314.07(B), the sponsor shall notify the Office of<br>Community Schools of the action taken within 10 days via Epicenter.<br>If the sponsor provides a notice of nonrenewal to a community school for reasons other than those reasons specified in ORC<br>Signal of the school takes action to dose, norrenew or terminate the sponsorship agreement, the sponsor shall notify the<br>Office of Community Schools of the action taken, within 10 days, via Epicenter.<br>If a school's cloing occurs as a result of continued poor academic performance (ORC Section 3314.35 or 3319.351), often referred to<br>as "closed by operation of law," here is no expectation that the sponsor will notify the Office of Community Schools within 24 hours of the end<br>of the school year, it is expected that the sponsor will notify the Office of Community Schools within 24 hours of the<br>decision to chose somer than the end of the academic year. | Action   |
| Closure,<br>Nonrenewal   | Suspendon,<br>Closure,<br>Nonrenewal   | Required Responsi<br>Action for Parry<br>Suspendion/Cl name of<br>sours respondi<br>party) |
| officer,<br>governing<br>sponsor in<br>absence of<br>governing<br>authority,   | Sponser  | Responsible<br>Party (provide<br>name of<br>nesponsible<br>party)                          |
| clower or unperiod   | In the case of mid-year<br>closure or suspension,<br>notify within 24 hours. In<br>the case of nonrenewal<br>under DBC 3334.07[8],<br>notify within 10 days. In all<br>other cases of closure,<br>notify within 10 days of<br>action taken.  | Umplementation Date (enter<br>date of section)   |
|  |  | dridy Progress Date<br>Dridy Progress Date<br>Dridy Progress Date                          |
|  |  | Completion Date<br>Ortly Progress Date   |

|   | Notification to Parents  | Timeline of suspention/dosure process  |
|---|--|--|
| orrecords<br>Sponsor<br>Contact<br>Informatt<br>on  | Notificati<br>on to<br>parents<br>ol<br>communi<br>ty school<br>suspensio<br>n/closure   | process  |
| the location<br>that the<br>conind's records<br>are being<br>delivered to.<br>brovide<br>toponior<br>coniact<br>coniact<br>information to<br>all parents.   | The community<br>include [parents<br>autholity muttic]<br>hautholity muttic<br>the first school<br>autority parents of<br>autority parents<br>autority  asumated<br>the line of<br>the process<br>that includes<br>that includes<br>that includes<br>that includes<br>the<br>contained in<br>the<br>suspension/cl<br>proceduret.  |
| exist parent with the function tressent ensitivity that characters the condition of closure and in the parent meeting. Parents is build be provided in the molification of closure and in the parent meeting. Parents also shall receive contact information for the school's sponsor. Provide notice to parents about delivery records no later than seven also shall receive contact information for the school's sponsor. Provide notice to parents about delivery records no later than seven days after initial notice of closure or supersidon. Supersidon and the parent is parent is parent in the sponsor in the absence of the governing authority, must supersion, the sponsor in the absence of the governing authority, must supersion, moliferent with the contact information of the sponsor. This should be provided in the notification of closure and in the parent closure, nonification of the sponsor. This should be provided in the notification of closure and in the parent closure, nonification of the sponsor. This should be provided in the notification of closure and in the parent closure, nonification of the sponsor. This should be provided in the notification of closure and in the parent closure, nonification of the sponsor. This should be provided in the notification of closure and in the parent closure, nonification of the sponsor. | In the case of mid-year closure or suspension, the community school governing authority, or the sponsor in the absence of the<br>governing authority and the sponsor superintendent or CEO within 24 hours of the action. The letter must include, but is one limited to the<br>reason for the superclon(closing of the school, options for evolving through a formal letter from the school governing<br>subority and the sponsor superintendent or CEO within 24 hours of the action. The letter must include, but is one limited to it in<br>reason for the superclon(closing of the school, options for evolving through a other community schools, traditional schools or nonpublic<br>reason for the superclon(closing of the school, options for evolving in other community schools, traditional schools or nonpublic<br>to consider applying to current school in the event the school appeals and whis the right to stay open. Provide update on any appeal<br>process the school may have; (c) Establish mechanin for parents to confirm except of closure nonlification. Communication<br>mechanisms could be a dedicated email, calling the established main point person, responding back to a specific mailing address,<br>etc. (d) Establish a strine for a parent meeting to go over closure transition process. Information school absender of manifest and<br>do instruction, any end-of-year activities planned, clanetlation of any planned summer school arivities, reminders of mandatory<br>and on the caused under Of (23 314 OF(2)), provide parents onal/facter who are under the special with or after the meeting. In the case of<br>nancenewal under OG 3314 OF(2) provide parents should take place no later than April 15.<br>In all other cases, notification to parents should take place no later than April 15.  | Provide The Office of Community Schools with a clear and detailed written ilmeline of the actions and tasis that will take place to<br>ensure the transition of students, staff and the dosing of the school's business. The timeline should include deadlines and estimated<br>dates of completion.                     |
| Nonrenewal<br>Suspension,<br>Closure,<br>Nonrenewal   | Suspension,<br>Closure and<br>Nonrenewal   | Ciosure,<br>Nonreneval   |
| administration<br>and/or sponsor,<br>Sponsor, school<br>governing<br>authority,   | Governing<br>sponser in<br>abstance of<br>governing<br>authority.<br>School coverning  | Governing<br>subtority or<br>sponsor in<br>governing<br>authority.   |
|   | Notification to parents<br>within 24 hours of scilor in<br>the case of mid-year closure<br>or suspension. Joint<br>notification regarding<br>travelloo meetings should<br>take place within three<br>days. In the case of<br>nonimenewal under OBC<br>3314.07(8), schools shall<br>notify parents and staff no<br>later than March 1 and are<br>recommended to proceed<br>with Items a. d. Notification<br>to parents in all other cases<br>shall take place no later<br>than April 15.  | supersion or closure,<br>submit notice to the<br>governing authority within<br>30 days of the supension or<br>closure, in the east of<br>dosure at the end of the<br>school year, an estimated<br>timeline of closure activities<br>thall be submitted to the<br>Office of Community<br>Schools no later than May<br>31. |
|   |  |  |
|   |  |  |

|   | Teachers and Staft   | secure all records, property and assets  |   |   |
|---|--|--|---|---|
| STRS and<br>SERS  | Teacher<br>noillfeail<br>on  | Secure all<br>records,<br>and<br>assets<br>assets  |   | student<br>transition   |
| Ensure that<br>STRS and SERS<br>contributions<br>are current.   | Notify the<br>tractions and<br>staff that the<br>school is<br>suspended/clo<br>sing.   | Take control<br>of and secure<br>and secure<br>property and<br>hastets<br>hastets<br>when the<br>suspended or<br>closes.   |   | meeting re:<br>educational<br>options for<br>students,  |
| Ensure that The community school governing authority's treasurer or fiscal officer shall notity all applicable state pension systems SERS and STRS STRS and SERS of suspension or closure and request a final reconciliation. For mid-year closure/suspension within five days of the contributions suspension/closure notice. For other circumstances, no later than May 1. are current. | In the case of a mid-year suppression or closure, the community school prevening authority, school administration or sponsor, is the absence of the<br>gererning authority, must nosity reschers and staff within 24 hours of addito that the community school is suppressible, the suppression of the suppression of the state state of the state state of the state state of the state state of the state state of the state state of the state state of the state state of the state state of the state state of the state state of the state state of the state state state state state and the state state of the state s | In the case of mid-year suspendon or closure, the community school governing authority's treasurer or fiscal officer, or the sponsor in<br>the absence of the governing authority, must secure all records (student, administrative/financial, staff), property and assets within<br>24 hours of notice of suspension or closure. In the case in which the building's landout sains the facility and its contents, or when<br>the governing authority renges on its colligations or other unforeseen circumstances, legal action may be necessary to secure assets.<br>Circumstances such as these should be shared with the Office of Community Schools as quickly as possible. In the case of closure at<br>the conclusion of a school year, the governing authority, school administration/treasure or sponsor should review the status of all<br>authority should be in securing authority under the overlight of the sponsor. The sponsor should review the status of all<br>records and assets no later than May 1 prior to closure. |   | Somer chains optimus wreaming for Parents (optiment process for the regional district, if possible. Representatives from the<br>Convene parent/quarks to describe the school enrollment process for the regional district, if possible. Representatives from the<br>school, sponsor, resident districts and/or community schools, when possible, should be present to answer questions primarily about<br>the school choice/enrollment process for the next year. Coordination with the district is essential. Statewide conline schools may<br>consider one or more parent meetings in areas where a high percentage of their students reside or may hold a virtual meeting. |
| Suspension,<br>Closure,<br>Nonrenewai   | Suspension<br>Closure,<br>Nomenewal  |  |   |   |
| School governing<br>authoelly,<br>administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority.  | community<br>authoof governing<br>authority, school<br>or sponsor in the<br>absence of the<br>tressurer.   |  |   |   |
| ~ 6   |  |  |   |   |
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|   |  |  | - |   |

| Resident<br>Educator   | Sponsor<br>contact<br>informati<br>on   | Local<br>Professio<br>nat<br>Develop<br>ment<br>Committe<br>e (IPDC)  | d<br>Instructio  | benefits<br>and<br>Medical<br>benefits  |
|--|---|---|--|---|
| Ensure all<br>Resident<br>Educator<br>program<br>documentatio<br>n 5 current<br>n 6 current<br>n 6 current<br>n 6 current<br>vallable<br>to affected<br>teachers.  | provide<br>sponsor<br>contact<br>information to<br>all staff.   | Professio Tarcuity<br>Professio Tarcuity<br>nal member's<br>Develop LPDC<br>Information Is<br>committe current and<br>e (LPDC) available to<br>the teacher.   | Notliystaif of<br>to collingation<br>to colling<br>to colling<br>instruction<br>instruction<br>instruction<br>through the<br>date of<br>dosure.  | benefits and<br>when medical<br>benefits end,   |
| The community school governing authority/school administration, or the sponsor in the absence of the governing authority, must<br>ensure all Resident Educator program records are current and copies are provided to all affected educators. Notice within five days in<br>the case mid-year suspension/closure; in the case of nonrenewal under 3314.07(6), notification shall take place no later than April 1 Nonrene<br>or other action notification shall take place no later than April 15. | The community school governing authority, or the sponsor in the absence of the governing authority, must provide all stall with the<br>grossor's contact information. Notice within free days in the case mid-year suspension/closure; in the case of noncreeval under<br>3314.07(8), notification shall take place no later than April 1 or other action notification shall take place no later than April 15. | The community school governing authority/school administration, or the sponsor in the absence of the governing authority, must<br>censure the LPOC functors. Koster with the case mid-year subgestion/dosure: In the case of nonrenewall inder 314.07(8),<br>access LPOC records. Koster within the days in the case mid-year subgestion/dosure: In the case of nonrenewall under 314.07(8),<br>notification shall take place no later than April 1 or other action notification shall take place no later than April 15. | The community school governing authority, or the sponsor in the absence of the governing authority, must remind faculty members<br>of their obligation to teach up to the date of closing or otherwise determine that the school is properly staffed up to the day of<br>closing within 24 hours of the superalon/docume noise provided to the governing authority. The school administration/governing<br>authority must notify teachers regarding arrangements for submission and reporting of student grades. | benefits and with the sponsor, shall determine when COBRA benefits begin and when medical benefits end. All staff and faculty, regardless of<br>when medical whether or not they are employed by an operator, shall be provided a point of contact a sustit employees through the transition.<br>benefits end. School employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight<br>days after action is taken to initize mid-year supersion or closure. In the case of nonrenewal under 334.407(B), notification shall<br>take place no later than April 1 or other action notification shall take place no later than April 15. |
| nust Suspension,<br>days in Ciosure,<br>April 1 Nonrenewai   | Suspension,<br>Closure,<br>Nonrenewai   | Suspension,<br>Closure,<br>Nonrenewai   | Suspension,<br>Closure,<br>Nonzenewai  | Closure,<br>Nonrenewal  |
| School governing<br>authority,<br>administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority.   | School governing<br>authority,<br>reasurer or<br>sponser in<br>absone of<br>governing<br>authority.   | School governing<br>authority,<br>administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority.  | School governing<br>authofty,<br>seaministration/t<br>reasurer or<br>absence of<br>governing<br>authority.   | officer or<br>sponsor in the<br>absence of the<br>tressurer.  |

| Lists for<br>resident<br>districts<br>sportsor   | (Graduation<br>In records   | Student records located but are not United to:<br>documents normally found in permanant record lielder<br>retendance records that detail enroUnent and<br>attendance history grades and grade levels achieved;<br>transcripts, pertulative for students samoled in grades<br>9-12 and for graduates of the schoot, proof of residency<br>documents that Menthly a student's honon dirtict; two<br>(13 505 reports, one with nerse and SSD numbers,<br>and one with SSID numbers only special education<br>folders; and other such laboration theorem<br>(14 sold report, one with nerse and SSD numbers,<br>and one with SSID numbers only special education<br>folders; and other such laboration theorem<br>instituted and legt in a student permanent record<br>folder.  |
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| Mahmain and<br>provide lists of<br>student<br>records and<br>praduated<br>students.  | If the actued he<br>production<br>and the<br>standards,<br>complies a fist<br>of products and<br>dates of all<br>dates of all<br>dates of all<br>dates of all<br>dates of all<br>dates and<br>periodically<br>recht that Ban<br>disponants are<br>periodically<br>to secure the<br>actual to ble to<br>dates required by<br>schools.                          | inadest records<br>and transcripts<br>to a secure<br>records will be<br>ready for<br>actively.<br>Sponsors are<br>advected<br>to<br>perfectually<br>perfectually<br>perfectually<br>assess the<br>advect actively<br>status of<br>status of<br>status of<br>status of<br>status the<br>status the<br>status the<br>status the<br>status of<br>status of<br>s |
| The community school governing authority must provide the resident district and the sponsor with all current lists of student records<br>and greduates. A list of all students (name and SSID) with the student's resident district to which the records are to be delivered must and Cleave<br>be prepared and maintained for the resident district and sponsor. All records shall be delivered to students' last known districts of<br>residence within seven days of supersion or dozore. | The community school governing authority, or the sponsor in the absence of the governing authority, is responsible for compiling a<br>list of names and detain of all graduaties and realing the list to be distributed to sponsor and realests details<br>delivered to students' last known districts of readence within seven days of supersion or closure. | records are in order and transaction termsteriab can be provided immediately. The expectation is then records would be organized by<br>grade larget and futnics of recidence, with the student's name and SED clearly displayd. Prepare to definer all student records to<br>student'' displays a previous of student of students and students. Schools shall maintain copies of records necessary to<br>conduct an FTE review of final Auditor of State audit.   |
| 1 Suspende   | supervision<br>and Costure  | Nonrenawa   |
| n School governing<br>authority,<br>withinkistration/h<br>inscarer or<br>ipoesor is<br>absence of<br>governing<br>withority.   | n School governing<br>n authority,<br>naszarer or<br>absense fi<br>absense fi<br>authority,<br>authority,   | adharity,<br>a sacharity,<br>social ar or<br>sponsor in<br>sborror of<br>prenning<br>subority,  |
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| Diskiver the fit<br>student in<br>seconds to<br>see student's<br>district of<br>readience<br>which even<br>business days<br>of the school's<br>distance (ORC<br>Sector<br>1921A-44);   | Completion of J<br>student<br>student<br>E review   | By an all marked in<br>By and annulation<br>and a simulation<br>and a si |
| The community include students, or the sponsor in the staence of the growing authoring authoring authoring and the student<br>records to each student's district of readence within seven brainess days of the school's descent (GRC Section 334.44). Student<br>records babade both students excelled for the current school year, as well as groduates and previously excelled students. | Completion of AD documentation prepared and provided to area coordinators for final FTE review.<br>analysis<br>E review<br>E review | The community school gueroining authority neural have all ID, envoltment and astandance records eventable for area coordinatore<br>complexing the school account of relaxes. The case of mid-year suspandon or docurs, escond through the wellable for review<br>rob later than seen days to following motion or chours, in the case, in the case, and supported on the school<br>year, schools should be prepared for an FIE review within seven days of the last day of instruction.   |
| Superation<br>and Closury  | end Couure  | Suppression<br>and Closure   |
| School governing<br>suchersty,<br>schrichtsreiden/T<br>spowrning<br>Jowerning<br>suchersty,<br>suchersty,  | School governing<br>eachorffy,<br>administration/t<br>researce of<br>governing<br>governing<br>authorffy,                           | School governing<br>authority,<br>authority<br>reasurer or<br>sponsor in<br>sponsor in<br>governing<br>authority.  |
| j Sewaa Doctiness days<br>Rubunwing<br>Ruspessions/ choears  | If possible, within seven<br>days of docume or<br>suspension  |  |
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| vorficer<br>otto<br>diftvery<br>(Part 3)   | en og<br>delberør<br>(Præt 2)  | on de<br>Gebre<br>(Part 1   |
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| Provide the<br>an updated<br>list indicating<br>triferantion<br>detailed in<br>"Ventilation<br>(Part 1)."  | Upen dalikery,<br>provide a list<br>of the special<br>scheation<br>to the<br>special<br>education<br>administrator<br>administrator<br>administrator<br>administrator<br>administrator<br>administrator<br>administrator<br>ranne and<br>signeture of<br>the fadministrator<br>receiving the<br>records and<br>the data.   | Upon delivery,<br>provide a lite<br>of the record<br>given to the<br>given to the<br>district<br>representative<br>and oblaich<br>the name and<br>signature of<br>the bullvidual<br>the date. |
| The community taboof governing authority must provide the sponser with updated lits of student recents and a delivery writhauton<br>receipt to indude the names of the individuals mething the records, the signstars of said holdeduals and the date of receipt for<br>sath resident district where student records wave delivered within 24 hours of delivery. | The community school giverning esthetic, or the sponse in the abence of the governing esthorthy, is responsible for emaining<br>speeds elevation records are provided directly to the stiff designated by each resolving actional resolution district and advantage the<br>names of any individual scendurg by the records, their dignatures and the data a | 1   |
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| School governing<br>earthodfy,<br>ediniciare lon/t<br>reasure r<br>spoesno of<br>governing<br>authority.   | School gwerning<br>eduithetty,<br>reasurer or<br>spoctaor in<br>governing<br>authority,<br>authority,  | School governing<br>authority,<br>authority,<br>researce of<br>absence of<br>governing<br>archority,  |
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| debtors  | volice 1a<br>creditors  | Budget/cashfi   | Notice to<br>vendors   | List all<br>creditors and<br>debtors   | financial<br>records of the<br>community<br>school.<br>school.   |
| Notify debtors.<br>a) Complie a listing of all debtors. That list may include, but not be limited<br>to, the categories (listed above under Creditors; b) Contact all debtors and request paymen; c) If collection efforts are unsuccessful,<br>consider turning the debt over to a commercial debt collection agency; and d) All records regarding such collection or disputes by<br>debtors regarding amounts owed must be retained. | Notify creditors.<br>3) Compile a fisting of all creditors. That list may include, but not be limited to, the following categories: L contractors to whom the<br>school ower payment; ii. Anders; iii. mortgage holders; iv. Bond holders; v. equipment suppliers; vi. secured and unnecured creditors;<br>vii. persons or organizations who owe the school test or credity viii. lessees or sub-lessees of the school; ar is, any person or<br>angenization holding property of the school test or credity viii. lessees or sub-lessees of the school; ar is, any person or<br>compare the figures provided with the school; b Soluki from each creditor a final accounting of the tribool's accured and unpaid debi; c)<br>Compare the figures provided with the school's calculation of the debt and recordie; and c). Where possible, negotiate a settlement<br>of debts consummated by a settlement agreement reliecting satisfaction and release of the existing obligators. Schools having<br>elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of<br>Unemployment Insurance Operations to determine unemployment insurance flability. | Review of budget.<br>a) Review budget and current-year expenditures to date to ensure that funds are sufficient to operate the school through the end of<br>the school year, if applicable; b) Emphains the legal requirement to finit expenditures to only those in the approved budget, white<br>delaying approved expenditures that might no longer be necesary until a revised budget is approved; c) Actionedge that there are<br>unique expenditures associated with school closure and that the parties will meet to identify these expenditures and lunding<br>sources; d) Ensure that the school continues to collect revenues included in the school's budget, if applicable; e) Make revisions that<br>take into account closure and associated expenses while prioritizing continuity of instruction. | Notification to vendors and terminate contracts. Supersion<br>Notification to vendors and terminate contracts, contractors, etc., of potential default date and when last payment will likely and Closure<br>occur. a) Notify all contractors of school closure and cessation of operations; b) Betain records of past contracts and payments with<br>proof that they were puid in fully; c) Terminate contracts for goods and services as of the last date such goods reservices will be<br>needed; d) Instruct contractors to make arrangements to remove any contractor property from the school by a date certain (e.g.,<br>copying machines, water coolers, other rented property); and e) Maintain telephone, gas, effortic, water, insurance and directors and<br>officers liability insurance long enough to cover the time period required for all necessary closure procedures to be complete. | Lust of creditors and debtors.<br>Comple a list of all creditors and debtors.          | review the financial records of the community school with seven days of notice of suspension or cloture. |
| Suspension<br>and Closure  | and Closure   | Suspension<br>and Closure   | Suspension<br>and Closure  |  | and Closure  |
| Administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority.   | Administration/I<br>reasurer or<br>spontor in<br>absence of<br>governing<br>authority.  | Administration/t<br>reasurer or<br>sponsor lu<br>absence ol<br>Boverning<br>authority.  | Administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority.   | Administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority. | reasurer or<br>sponsor in<br>absence of<br>governing<br>authority.                                       |

| Disposition of saset for either state or federal funds:         Asset list:         First contraction         State of the community school governing authority's treasurer or first of fifter or the sponsor in the subsance of ling governing authority must support to exceed the manufactority. The sponsor in the super sponsor in the super sponsor in the super sponsor in the super sponsor in the super sponsor in the super sponsor in the super sponsor in the spensor or must be prepared to act as or spool a receiver to community school under the including all inventory with proper USAS codes, state codes, and the price of each item and identity in the cource of under; in the cource of under; in the cource of under; in the cource of under; in the cource of under; in the cource of under; in the cource of under; in the cource of under; is the operation company purchases funding, state code, should also not be prepared to act must spensor in the autonity school premuent for service; incodered, such property of the school and in not property the community school prement company by the community school prement company of the school and in the prevand to act in the allow.         Support in any property of the school and in the verse set in the operation or management company by the community school prement company of the school and in not property of the verse school, any property the verse school and in the cource of under; is the operation and company by the community school prement company of the school and in the school |
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|   |   |  |   | received composer has severe or excerner errors of<br>former Oblo Schoolivet commission or the former<br>shall be turned over to the Department of Education,<br>which dual reductivets the barokenese and adheats, to<br>the uterit such cardiomatics the barokenese and adheats,<br>the conformative with the provisions of the<br>programs as they were operated and admittatened by<br>the former of tech Oblo commission.   |
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| Transfer<br>of essets<br>to<br>sandher<br>school  | Notificat)<br>cn d<br>public<br>auction   | n pian   | Legal<br>authority<br>for<br>processes<br>processes   | (scatchish)<br>(scat)<br>ranachael<br>ranachael<br>assaete<br>assaete  |
| Provide board<br>resolutions<br>and mitrates<br>of any essets<br>transformed at<br>transformed<br>accord to<br>accord to<br>accord  | Notification of<br>public eaction<br>for property<br>disposition.   | Establish<br>disposition<br>plan for any<br>remaining<br>itema.  | Identity staff<br>having the<br>legal authotty<br>to implement<br>processes.<br>processes.  | Establish the<br>Establish the<br>United and<br>seconduced<br>seconduced<br>backness exist<br>accepted<br>backness exist<br>accepted<br>backness exist<br>accepted<br>backness exist<br>accepted<br>backness exist<br>accepted<br>backness exist<br>accepted<br>backness exist<br>accepted<br>backness exist<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>accepted<br>ac |
| The community school governing authority's treasurer of fiscal officer, or the sponsor in the sharece of the governing authority, must (Goeare Only<br>provide based resolutions and minutes of any assets transferred at no cost to another achood. In the case of a mid-year dosure, a plan<br>for disposition of easets shall be completed with 34 days of notice or dosure. | The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must<br>notify the Office of Community Schools and then the public media (print, media, radia) of the date, time and location of the property<br>disposition ascilon. Notification shall take place within 30 days notice of supersion or doture. | The community school governing authority's treasurer or fixed officer, or sponsor in the elsence of the governing authority, must<br>establish a disposition plan for all remaining assets. Disposition of ramining assets should be completed within 14 days of docure. | The community school governing authority's treasurer or fincel officer, or uponor in the absence of the governing suthority, must<br>identify staff who will have itsgal authority for payment processes (thects, cath, credit cards, etc.) Make designation within seven<br>days following notice of suspension/docure | The community school powering estborthy's treasurer or fixed office, or opproor in the sharese of the powering estborthy, mud<br>establish the fair market (initial and essortized) value following generally eccepted business rules and in a transparent marrart. The<br>undereally purchased exercit test have a value of less than 55,000 (ORC 1200 (ACT),<br>Non: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent<br>with macronale precise strong dealars in the type of property subject to disposition. The school's governing subtority's cupital<br>searts policy also should be followed.<br>If an asset has no market value and the school b planning to dispose of the easet to disposition, the school's governing subtority's cupital<br>assets policy also should be followed.<br>If an asset has no market value and the school b planning to dispose of the easet at a public excloor, the school should should should be followed.<br>If an ease the no market value and the school to planning to dispose of the easet at a public excloor, the school should should should place a<br>minimal welf as in a strate term and the school year, review should complete the excessary review within seven days of notion. In<br>the case of docum at the conclusion of the school year, review should occur no later than Mary 1 prior to deaum.   |
| Closure On  | Dosure Only   | Closure Only   | Suspension<br>and Cosure  | ind Goare  |
| Y Administration()<br>reaccurar or<br>sponsor in<br>sponsor in<br>powersing<br>subsering<br>subsering   | <ul> <li>Admihistration/I<br/>ressure or<br/>aponner in<br/>doence of<br/>poverning<br/>suthority.</li> </ul>   | V Administration/t<br>reasurer or<br>absence of<br>powerning<br>authority.   | Administration(k<br>ressurer or<br>sponsor in<br>subsensor of<br>governing<br>suthority,  |  |
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| program<br>purchases<br>that haves<br>what a of<br>\$5,000 or<br>\$5,000 or<br>greater<br>complete<br>actions.<br>actions.   | Prepare<br>documentation<br>n for<br>doposition of<br>doposition of<br>the school"<br>fized assets.  | Complete B<br>the<br>community<br>actived a<br>fractives grant<br>sward from<br>sward from<br>Facilities<br>Facilities<br>Construction<br>Commission.                               | jdentify wny<br>Onio Facilities<br>Construction<br>Comutation<br>Comutation<br>parantees, M<br>spplicable,   |
| eterna room of the grave is used solution of a decing/suggestion and televisite a final each:<br>Review the financial records of the school. Establish lats of exasts, including all mentator with proper USAS codes, stats codes and<br>the prices of each term and identify the source of rounds in the scare of docardor Beam, follow the accounting guidence. Establish the<br>fair market (https://encode.e | The community isdood governing authority's treasurer or fitcel officer, or rigomor in the absence of the governing subority, must<br>prepers eccurate documentation for disposition of the school's fixed assets 14 days following notice of supersion/docume. | Nocity the Otdo FeelDies Construction Commission of the asspension/docume. Context the Otdo FeelDies Construction Commission<br>within even days of notice of suspension or docume. | Keenthy way Otho Fectilities Coustruction Commission guarantees, If applicable, Contact the Otho Fectilities Construction Commission<br>within seven days of notice of surpension or desure. |
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| ressure or<br>sporator in<br>governing<br>suthority,   | Administration(V<br>epoctor in<br>absence of<br>governing<br>authority.  | Administration()<br>ressure of<br>governing<br>sutherity,   | Administration/N<br>reasures or<br>sponsor in<br>abaence of<br>governing<br>suthority.   |
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|                                     | relined to closure is<br>completed | ressure or possor in absence of governing governing authority.                         | Closure Only # | Consistent with ORC Section 3324.053, the community school governing authority treasure or frequent of the real officer, or sponsor in the<br>absence of the governing authority, shall offer real property acquired from a public school district to that school district's board first<br>at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manneer.   | Disposition of<br>real property<br>public school<br>district.                                       | Real<br>property<br>acquired<br>from<br>public<br>school<br>district | Elispacition of avants for state funds:<br>(1) the enranise glassical scriptly, be popure multipe programs to<br>be enranised, in the short of fluid officer. The sponser multipe<br>research in the short of fluid officer. The sponser multipe<br>research is contracted to be readable to folding the fluid officer.<br>The sponser multiple to be short of the state of the sponser multiple<br>research allowers of fluid officer. The sponser multiple<br>research allowers are short to be sponser to be short of the<br>research allowers of the state of the sponser multiple<br>research allowers of the state of the sponser multiple<br>research allowers are short to be sponser to be short of<br>the sponser provide the scale provide the full<br>research is the sponser to be sponser to be sponser by diffusion<br>the sponse purposes of the state of the sponser by diffusion to the<br>sponse of the sponser to be sponser to be sponser by diffusion to the sponser<br>the sponse purposes of the sponser to be sponser by diffusion to the sponser<br>of the sponse purposes of the sponser to be sponser to be the sponse<br>the sponse purposes of the sponser to be sponser to be the sponser<br>the sponse purposes of the sponser to be sponser to be the sponser<br>the sponse purposes of the sponser to be the sponser to be the sponser<br>the sponse purposes of the sponser to be the sponser to be the sponser<br>the sponse purposes of the sponser to be the sponser to be the sponser<br>the sponse purposes of the sponser to be t |
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| THE APPENDIX AND A REAL PROPERTY OF |                                    | Administration/R<br>resource of<br>governing<br>authority                              | Closure Only   | The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must<br>track the safe of items in addition to establishing a Jair market value for each item and have supporting board resolutions for<br>donation of liems to another community or other public school or nonprofil entity.  | e Track sale<br>(trens and<br>provide<br>supporting<br>n<br>documentatio                            | of Items   | annand king king dipinisin san be hanna here.  |
|                                     |                                    | Administration//<br>reasurer or<br>sponsor in<br>disence of<br>governing<br>authority. | Closure Only   | The community school governing authority's treasurer or fiscal ofilier, or sponsor in the absence of the governing authority, is<br>responsible to contact the Office of Child Autrition. Caleteria equipment purchased with funds from the Yaalonal School Lunch<br>Program can only be liquidated through written guidance issued by the Office for Child Nurrition. Contact the Office for Child<br>Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of suspension or<br>closure.  | Liquidation of<br>cafeteria<br>equipment<br>purchased<br>with NSLP<br>funds                         | National<br>School<br>Lunch<br>Program                               | process by distinguishing state from lederal dollars.<br>For federal Tille and other consolidated and<br>competitive funds, follow the disposition rules under<br>Uniform Guidance (2 CFR 200.313 and 200.314) for<br>Items valued at \$5,000 or greater.<br>For assets purchased with federal lunds that have a<br>value of less than \$5,000 and all assets purchaded with<br>state funds, follow the school's disposition plan and<br>treat the disposition for each asset.<br>Erate program is lederal property and cannot be sold as<br>part of the school's asset. Specific guidance on<br>doasits the actionater as the dirand fund   |
|                                     |                                    | Adhinistration/t<br>reasure or<br>governing<br>authority                               | Closure Only   | The following are the responsibility of the community school governing auchority's treasurer or fiscal officer or the sponsor in the<br>absence of the governing auchority.<br>Public Charter School Program assets must first be offered to other community schools with requisite baard resolutions consistent<br>with the purpose of the Public Charter School Program.<br>If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.<br>After the above steps tave been taken, any remaining assets may be offered to any public stool distinct with documented board<br>Provide the Office of Community schools with a written report of the property and, if available, a bill of sale. Completion within 30<br>days of cloture. | unsportion of<br>assets<br>porchased<br>using Public<br>Charter School<br>Program grant<br>funding. | Charter<br>School<br>Program,<br>If<br>applicabl<br>e                | Disposition of assets purchased with Federal funda-<br>if the governing authority does not retain a tressure to<br>oversise the remaining financial activity, the sponsor<br>must be propared to act as or appoint a receiver to<br>evenue the closing of the financial records in the<br>abbence of a ficcal officer. The sponsor must be interval<br>abbence of a ficcal officer. The sponsor must be<br>process.<br>Keep assets separated by source of funding, state or<br>fiederal, for purposes of disposition.<br>Federal dallars cannot be used to pay state fiabilities.<br>Account for all sciool property throughout the closing  |

| Internal         Resumantly table priving underly fragmer of utable for a fit space of table for an utage underly and underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly fragmer of utable for an utage underly for an utage und  | accordance section 3314.074 and Chapter 1702 of the Teac<br>ORC. and   |  | Payments to Creditors.         1.           Por usponded schools, ensure that employees'         Relirem           sabries, STR5/SES and IRS obligations are current. For nt fund<br>dosting schools, the authorities should consult with its<br>elegal counsel prior to implementing this section to<br>elegal counsel prior to implementing this section in<br>the section of the paid in this section in the<br>compensation and state takes. Medicare, Workern<br>Compensation and state takes. Medicare, Workern<br>Compensation and state takes. Medicare, Workern<br>Compensation and should follow the relevant state<br>chains.         401.K,<br>403.K,<br>403.K,<br>403.K,<br>403.K,<br>403.K,<br>403.K,<br>403.K,<br>403.K,  | Specific guideus or devailer (if we equipment ta sub-through here.<br>Near: If a community total and the schedular reviewed composite hardwar<br>or urbranes frach Oble communication, with hardware or urbranes that be<br>former eTach Oble communication, with hardware or urbranes that<br>the state of the observation of fouristic, with hardware with<br>reflectivity the hardware wal address or the action tools<br>reflectivity the hardware wal address or the action tools<br>the periodication of the properties of the state of the schedular<br>administered by the former of tool districts in conternance with<br>department is pushed, to those (districts in conternance with<br>department is pushed, to those (districts in conternance with<br>department of the former of the Oble companyion<br>administered by the former of the Oble companyion |
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| in in Suspension in Closure city and Clo  | eachers<br>5 staff<br>bries  | IS/SERS/ret<br>nent<br>tems and<br>ter<br>ustments -<br>ORC<br>(4.074  | tetirement<br>ds of<br>playres of<br>school,<br>h as 401KS.  |   |
|   | Exception: Federal dollars can be used to pay the teacher costs and STRS/SERS/relirement costs for any employees who were paid<br>from federal funds when the school was open. | For suspended schools, ensure that employees' salaries, STR5/SERS and IRS obligations are current. For dosing schools, the authorize<br>thould consult with its legal coursel prior to implementing this section to determine if there are any outstanding it detail or state<br>salars that may need to be paid first including, but not limited is (secret) and state taxes, Medicare, workers' compensation and city<br>august ares. If applicable, provide documentation of any workers' compensation claims. The sponsor is obligated to retain the<br>wage taxes. If applicable, provide documentation of any workers' compensation claims. The sponsor is obligated to retain the<br>school's financial records and should follow the relevant state and federal records retention schedules. | The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must<br>critie only vale dollars, auction proceeds, loundation dollars and any other non-federal dollars to pay creditors in the following<br>order: retirement funds of employees of the schools, such as 401Ky, STR5/SFS retirement systems teachers and staff;<br>unemploymant insurance, if applicable; and private creditors or those ontities that have secured a judgmann against the school,<br>interploymant insurance, if applicable; and private creditors or those ontities that have secured a judgmann against the school,<br>including audit preparation and audit costs (prepared financials). Any remaining funds are to be pair and to the Department of Education<br>for redistribution to the school at the time it ceased operational to the district's share of the total enrollment in the community<br>including audit preparation and durit thall be proportional to the district's share of the total enrollment in the community<br>isolo. If the assets of the school are hurificient to pay all performs or entities to which compensation in overd, the prioritization of<br>the distribution of the assets to individual persons or entities within each class of payrets may be determined by decree of a court in<br>scordance with 3314,074 and Chapter 1702 of ORC. |   |
|   | Suspension<br>and Closure  | Suspension<br>and Closure  | Suspendon<br>and Closure   |   |
| t Orgoing until all business<br>related to closure is<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>completed<br>compl |  |  |  |   |
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| Preparation of Itemited Financials ve<br>The community school governing authority's treasurer fin<br>or ficual officer, or the sponsor in the absence of the stu<br>governing authority, must review and prepare itemized its<br>financials fisted in this section.   |  |   |
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| The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must Suspension<br>review and prepare the itentized financials (subject to revision based on Auditor of State's final audit) to include: year-end financial<br>statements, notes to the financial statements and federal awards, If applicable. | Exception: Teachers, administrators and other staff working for a conversion community school through a contract with the<br>sponsoring district should be treated as employees under ORC Section 3314 074   | Esception: Audit preparation costs can be paid from 'rederal funds under certain conditions. Contact the Office of Grant<br>Management for specific guidance before sapplying any casts against iederal funds to support audit costs. Please refer to Section 2.5<br>of the Auditor of State's Ohio Compilance Suppliance and any casts against iederal funds to support audit costs. Please refer to Section 2.5<br>www.ohioauditor.gov/references/compilancemanualit/2018/Chapter2_2018.pdf.  |
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| UR of any<br>petty cash  | List of all<br>unused checks<br>(coDect and<br>void all<br>unused<br>checks). | Libro of all<br>hadfatts writen<br>a check to pay<br>the Bablity<br>disar the<br>back. (De sure<br>to check list of<br>creditors<br>aboves.) | List of<br>Investments<br>In paper (hard<br>copy) format                               | A cash<br>analysis<br>(tabling the<br>previous<br>macritr's recap<br>and<br>of bank<br>accounts to<br>bounds) for<br>deterministon<br>of the cash<br>beliance as of<br>the desing<br>data. |
| List of any pathy cash.  | List of all unused checks (collect and void all unused checks).               | List of all psynthies and indicats when a check to pay the Liability dears the bank  | Ubt of Investments in peper (hard copy) format.  | A seath analysis (babling the previous month's receap and reconditation of bank accounts to books) for determination of the cash<br>balance as of the dealing date                         |
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| Administration/f<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority. | Administration/N<br>veasurer or<br>uppense of<br>governing<br>uuthority.      | Administration/k<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority,   | Administration/t<br>reasures or<br>uponsor is<br>absence of<br>governing<br>authority. | Admitistration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority,   |
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| Data Reporting<br>The community school governing authority's designress<br>(school administration, treasurer, fiscal officer, etc.)<br>must complete all required data reporting regarding<br>students, staft, financials, etc., into EMIS.  |  |  |  |  |  |
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| Reporting Report all<br>all required in EMIS.<br>student,<br>financiai,<br>ett., data  | Complett<br>on of<br>student<br>enrollime<br>ht/FTE<br>raview  | List of<br>Issetts   | st of<br>counts<br>colvabl   | List of<br>peryroli<br>reports   | List of<br>bank<br>secounts  |
| Report all<br>required data<br>in EMIS.  | All<br>documentatio<br>in prepared<br>and provided<br>to area<br>coordinators<br>for final FTE<br>review | List of assets<br>and their<br>disposition.<br>(See asset<br>section<br>above.)        | List of all<br>accounts<br>receivable,   | List of all<br>payroll<br>including<br>including<br>taxes,<br>and employee<br>contract.      | List of Jank<br>closing the<br>accounts once<br>all<br>transactions<br>are cleared.    |
| Report all<br>required data<br>information regarding students, stall, financials, etc., in EMIS. Please thest the EMIS Manual and reporting schedule for details.         Supportion           in EMIS.         Information regarding students, stall, financials, etc., in EMIS. Please thest the EMIS Manual and reporting schedule for details.         and Clasure |  | List of assels and their disposition.  | tists of all accounts receivable.  | List of all payroll reports including taxas, retirement or adjustments on employee contract. | List of bank accounts, closing the accounts once all transactions are cleared.         |
| Suspension<br>and Closure  |  |  |  |  |  |
| School<br>administration,<br>governing<br>authority or<br>sponser in the<br>abence of<br>governing<br>authority;   | Administration/A<br>ressurer or<br>sponsor in<br>absence of<br>governing<br>authority.                   | Administration/t<br>resource or<br>sponsor in<br>absence of<br>governing<br>authority; | Administration/f<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority. | Administratiun/f<br>ressurer of<br>sponsor in<br>absence of<br>governing<br>authority.       | Administration/t<br>reasurer or<br>sponsor in<br>absence of<br>governing<br>authority; |
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| Quarterly reports<br>Sponsors must provide quarterly reports on the<br>progress made on all closing procedures and submit<br>this progress report through Epicenter by April 1, June<br>1, Oct. 1, Jun. 1 until closure process is complete. Final<br>submitsion of closure template shall be submitted to<br>the Office of Community Schools no later than 14 days<br>after closure process is completed. |  | accordance with Section 3313.074 and Chapter 1702 of<br>the ORC.  | Final Payments and Adjustments Ad<br>The spontor shall continually monitor the condition of nu<br>the closel school and ba preparent to exceive or<br>transmit funds on behalf of the school as directed by an to<br>appropriate agency. Receipt of funds can happen more ac-<br>than ayear enter a school's closure, and the spontor is<br>obliged to serve as the recipient of such funds and<br>adjustments.<br>If the ausets of the school are insufficient to pay all<br>persons or entities to which compensation is coved, the<br>prioritization of the distribution of the assets to<br>hubbidual persons or entities within each class of |
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| <u> </u>   | Remainin<br>1 Lunds  |   |  |
|  | 1 Send all or the<br>remaining<br>portion of<br>Unds to the<br>Objoin<br>Department<br>of Education,<br>Office of<br>Budget and<br>Budget and<br>School<br>Budget and<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>School<br>Schol<br>School<br>School<br>School<br>School | n of any portion of<br>adjustme any funds or<br>rats or edjustments<br>debt can be applied<br>credits to can be applied<br>debt; to satisfy any<br>remaining<br>debt; payables<br>(any money<br>owed to another). | Adjustme Receive any<br>ratie Minds or<br>rote adjustments<br>to credited to<br>account the account of<br>the cosed<br>school.   |
|  |  |   | The sponsor should continually monitor the condition of the school and be prepared to receive or tranumit funds on behalf of the<br>school, Resping in mind that funds can come in more than a year after a school's closure. The sponsor still is obligated to serve as the<br>recipient of any funds received.   |
|  |  |   | Closure  |
| Spontor  | Administration/t<br>sponsor in<br>absence of<br>governing<br>authority.  | Administration/t<br>resturer or<br>sponsor in<br>absence of<br>governing<br>authority.  | Administration/s<br>reasure or<br>sponser in<br>absence of<br>governing<br>authority.  |
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| Notify 185             | Michily Secretary of State's Office<br>After Use resolution to dissolve is suthordared, dissolve<br>the corporation by delivering to the Secretary of State<br>for filing arcides of dissolution setting (orth: a) The<br>name of the nonprofit corporation; b) The address of<br>the nonprofit corporation; b) The address of<br>the nonprofit corporation; b) The address of<br>authorized by the directory, a statement to that effect;<br>a) If dissolution was approved by the members, a<br>statement of the number of view cash for the proposal<br>to dissolve; and f) Such additional information as the<br>Secretary of State determines is necessary or<br>appropriate. | a) The governing authors' adopts a resolution to<br>disolve that thickness to whom its achool sasts<br>purchased with neepoddle funds will be distributed<br>provided in the bylewru, the member (if urry) to beard,<br>seese on the resolution to discolve. A neepodil<br>comporation is disolver down the effective date of its<br>articles of disolver (Local 124-103); c) Consult<br>with school's atterney for further details. |
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