

Educational Service Center of Central Ohio

SUCCESSOR COMMUNITY SCHOOL SPONSORSHIP CONTRACT

FOR

Oakstone Community School

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, this contract is entered into on _____, 20__ by and between the Educational Service Center of Central Ohio (hereinafter referred to as the "SPONSOR"), and the governing authority of the Oakstone Community School (hereinafter referred to as the "SCHOOL") mailing address is 5747 Cleveland Avenue, Columbus Ohio 43231.

WHEREAS the Ohio General Assembly, in Amended House Bill 215, effective June 30, 1997, declared that the establishment of community schools "has potential desirable effects, including providing parents a choice of academic environments for their children and providing the education community "With the opportunity to establish limited experimental programs in a deregulated setting...;" and

WHEREAS the parties have previously executed and operated pursuant to one or more community school sponsorship contracts (such prior contracts collectively referred to herein as "Initial Sponsorship Contract"); and

WHEREAS the SPONSOR finds that the SCHOOL's compliance with applicable laws and with the terms of the Initial Sponsorship Contract, and the SCHOOL's progress in meeting the academic goals prescribed therein, have been satisfactory; and

WHEREAS the SPONSOR desires to facilitate the continued operation of a start-up community school pursuant to Chapter 3314 of the Ohio Revised Code for the purpose of offering a unique learning environment to school-age children and adults;

WHEREAS Chapter 3314 of the Ohio Revised Code authorizes educational service centers, as sponsors of community schools, to monitor, oversee and provide technical assistance to community schools and the SCHOOL desires to continue as a community school; and

WHEREAS the parties are authorized by section 3314.03(E) of the Ohio Revised Code to enter into a renewal of the Initial Sponsorship Contract;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article I. Governing Authority

The GOVERNING AUTHORITY of the Oakstone Community School shall be the Oakstone Community School Governing Board of Trustees (“Board”), which shall have at least five (5) members. For the purposes of this agreement, the terms Governing Board (“Board”), Board of Trustees, and Board of Directors (“Board”) are used interchangeably.

- A. No person shall serve on the Board under any of the following circumstances:
 - 1. The person is a member of a board of education.
 - 2. The person already serves on the governing authorities of five or more start-up community schools.
 - 3. The person is an employee of the SPONSOR.
 - 4. The person owes the state any money or is in a dispute over whether the person owes the state any money concerning the operation of a community school that has closed.
 - 5. The person would otherwise be subject to division (B) of section 3319.31 of the Revised Code with respect to refusal, limitation, or revocation of a license to teach, if the person were a licensed educator.
 - 6. The person has pleaded guilty to or been convicted of theft in office under section 2921.41 of the Revised Code, or has pleaded guilty to or been convicted of a substantially similar offense in another state.
 - 7. The person has not submitted to a criminal records check in the manner prescribed by section 3319.39 of the Revised Code.

- B. Each member of the Board shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three years:
 - 1. The Sponsor or Operator of the SCHOOL;

2. A school district or educational service center that has contracted with the SCHOOL;
 3. A vendor that is or has engaged in business with the SCHOOL.
- C. The names of the voting members of the Governing Board are as follows:
- David Huelsman
Jason Warner
Sherry Chapin
David Lambert
Jere Corven
Thaddeus Boggs

The SCHOOL will provide the name, address, email address and telephone number of each member of the GOVERNING AUTHORITY to the SPONSOR. The names of each member of the Governing Board will be posted on the SCHOOL's website.

Article II. Purpose

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

Article III. Term

This Contract shall be binding upon execution by both parties. The Term of this Contract shall be two (2) years, commencing on July 1, 2017 and continuing through June 30, 2019.

When considering Contract renewal, the Sponsor will examine the Community School's performance during the term of the Contract and the previous contract (if appropriate) for sponsorship between the ESCCO and Governing Authority, including but not limited to Exhibit 1 (Education Plan) and the school's performance against the requirements and goals of Exhibit 4 (Accountability Plan).

The Sponsor will meet with Board representation annually in a face-face meeting to review the School's progress towards goals and compliance. The Board and School will be in communication regularly throughout the course of the contract. Any changes to the Education Plan or Assessment Plan must be approved by the Sponsor.

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code 3314.07. In the event of non-renewal, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term of this Contract. Once the GOVERNING AUTHORITY has received written notice of a non-renewal decision, which must be received by January 15 of the year in which the SPONSOR intends to not renew, the GOVERNING AUTHORITY is free to contact other sponsors within the state, provided, however, that if the non-renewal is for failure to meet student performance requirements set forth in this Agreement or failure to meet generally accepted standards of fiscal management, the School shall close permanently at the end of the school year or on the date set forth in the notice. The School may request an informal hearing, in writing, within 14 days of receiving the notice of non-renewal. A hearing shall be held within fourteen days of the receipt of the School's written request for a hearing and the SPONSOR shall issue a written decision not later than 14 days after the hearing. In the event that the renewal is granted, the SPONSOR may enter into a proposed contact with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a renewal application.

Per Section 3314.03 of the Ohio Revised Code, if the Community School does not intend to renew the Contract with the SPONSOR, the Community School shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article IX of this Contract.

Article IV. Responsibilities of the GOVERNING AUTHORITY

- A. The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Revised Code applicable to community schools.
- B. The GOVERNING AUTHORITY also performs its functions as a "Public Benefit Corporation" under section 1702.01(P) of the Revised Code. As well, under section 501 (c)(3) of the Internal Revenue Code, once federal tax exempt status is received, the SCHOOL must distribute, upon dissolution, its benefit as a said public benefit corporation to another public benefit

corporation or other entity that is recognized as exempt under section 501 c(3) of the Internal Revenue Code of 1986 as amended. In accordance with Section 3314.03 of the Ohio Revised Code, the SCHOOL agrees that it will remain in good standing as a non-profit corporation pursuant to Chapter 1702 of the Revised Code for the entire term of this contract.

- C. The SCHOOL shall be a community school as defined in Chapter 3314 of the Revised Code and will be located at 5747 Cleveland Avenue, Columbus Ohio 43231.
- D. The location and home address of all instructors and all students served by the GOVERNING AUTHORITY will be available to the SPONSOR and the Ohio Department of Education at all times.
- E. The GOVERNING AUTHORITY will take reasonable steps to ensure compliance with applicable health and safety standards.
- F. The GOVERNING AUTHORITY shall purchase liability insurance that the SPONSOR considers sufficient to indemnify the SCHOOL's facilities, staff, and GOVERNING AUTHORITY against risk, or otherwise provide for the potential liability of the GOVERNING AUTHORITY.
- G. The GOVERNING AUTHORITY shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.
- H. The GOVERNING AUTHORITY shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- I. The GOVERNING AUTHORITY shall not discriminate against any employee, applicant or any other protected class as determined by the laws or executive orders of the state of Ohio for employment because of race, color, religion, national origin, sex, age or disability in employment.
- J. The GOVERNING AUTHORITY will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.5310; 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817,

3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.

- K.** Notwithstanding any and all sections of the Ohio Revised Code that the GOVERNING AUTHORITY agrees to comply with, as described in the contract, the GOVERNING AUTHORITY further agrees to comply with these sections: Sections 3313.608, 3313.6012, 3313.648, 3313.671, 3319.073, 3742, and 5705.391. The GOVERNING AUTHORITY agrees to comply with these sections of the Ohio Revised Code and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.
- L.** The GOVERNING AUTHORITY shall comply with Chapter 102 of the Ohio Revised Code and Section 2921.42 of the Ohio Revised Code, except as otherwise permitted by law. No part of the earnings of the SCHOOL shall ensure to the benefit of, or be distributable to, the SCHOOL's directors, officers, or other private persons, except that the GOVERNING AUTHORITY may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the SCHOOL's purposes.
- M.** The GOVERNING AUTHORITY will comply with section 3302.04 and 3302.041 of the Revised Code, (including division E and its provisions regarding adequate yearly progress) except that any action required to be taken by a school district pursuant to these sections shall be taken by the SPONSOR of the SCHOOL. However, the SPONSOR shall not be required to take any action described in division (F) of section 3302.04 of the Revised Code.
- N.** The GOVERNING AUTHORITY shall request the superintendent of the Bureau of Criminal Identification and Investigation (BCI) along with the Federal Bureau of Investigation (FBI) to conduct a criminal records check with respect to any applicant who has applied to the GOVERNING AUTHORITY for, and has been offered, employment in any position as a person responsible for the care, custody, or control of a child pursuant to Section 3319.39 of the Ohio Revised Code. The SCHOOL shall not hire a

person for any position responsible for the care, custody, or control of a child until it receives a favorable criminal records check for that person both under the law, and, to the SCHOOL, from both the Bureau of Criminal Identification and Investigation (BCI) and the Federal Bureau of Investigation (FBI). This requirement also applies to all Governing Board members.

- O.** Upon request of the SPONSOR, the GOVERNING AUTHORITY shall provide proof of liability insurance or coverage, Bureau of Criminal Identification and Investigation (BCI) and the Federal Bureau of Investigation (FBI) record checks of all staff, and valid teaching certification/licensure of staff. Proof of teacher certification shall be satisfied by the GOVERNING AUTHORITY's providing to the SPONSOR any temporary, interim or permanent teaching certificates/licenses issued by the Ohio Department of Education.
- P.** The GOVERNING AUTHORITY shall allow the SPONSOR to monitor the GOVERNING AUTHORITY's operations periodically at the request of the SPONSOR; provided, however, that the frequency and scope of such monitoring does not unreasonably interfere with or interrupt the operations of the GOVERNING AUTHORITY or the SCHOOL.
- Q.** The GOVERNING AUTHORITY shall satisfy the performance standards, including but not limited to all applicable report card measures set forth in section 3302.03 or 3314.017 of the Revised Code, those standards outlined in the Education Plan, the Accountability Plan (Exhibits I and IV), any other contract reference to achievement standards and such other standards required by law or recommended by the SPONSOR.
- R.** The SCHOOL will comply with section 3313.6021 [Instruction in cardiopulmonary resuscitation] and 3313.6023 [Training in use of AED] of the Revised Code as if it were a school district unless it is either of the following:

 - 1. An internet or computer-based school;
 - 2. A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.
- S.** Each GOVERNING AUTHORITY Member will attend board training. The SPONSOR provides training annually. If this cannot be attended,

GOVERNING AUTHORITY members may select alternative board training by an approved provider. If taken through an alternative provider, evidence of attendance is required. It is expected that as new members join the board, training is completed. Training should be ongoing.

T. The GOVERNING AUTHORITY may provide by resolution for the compensation of its members. However, no individual who serves on the GOVERNING AUTHORITY shall be compensated more than one hundred twenty-five dollars per meeting of GOVERNING AUTHORITY and no such individual shall be compensated more than a total amount of five thousand dollars per year for all governing authorities upon which the individual serves. Each member of the GOVERNING AUTHORITY may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars a day for attendance at a training program three hours or less in length and one hundred twenty-five dollars a day for attendance at a training program longer than three hours in length.

U. Educational Program

1. The SCHOOL of this GOVERNING AUTHORITY shall operate in substantial compliance with its “Educational Plan”, and Accountability Plan, which are available to the SPONSOR. The Educational Plan contains the SCHOOL’s mission, educational philosophy, the ages and grades of students, the characteristics of the students the SCHOOL is expected to attract the SCHOOL calendar, the academic goals and the method of measurement and performance standards that will be used to determine progress toward those goals (by both the SCHOOL and the SPONSOR), graduation requirements, and the focus of the curriculum. Said Educational Plan is attached hereto as Exhibit I and is incorporated by reference as if fully written herein. The Accountability Plan is Exhibit IV and also notes achievement standards. Any changes to the Educational Plan or Accountability Plan must be approved by the SPONSOR.

2. The GOVERNING AUTHORITY 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 10, 2010, the requirement in sections 3313.61 and 3313.611 of the 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 SCHOOL rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 10, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. The SCHOOL shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the state board of education under division (T) of section 3313.603 of the Revised Code.

3. The GOVERNING AUTHORITY shall comply with the methods for achieving racial and ethnic balance reflective of the community it serves as set forth in the Educational Plan. The GOVERNING AUTHORITY shall provide notices to students, parents, employees and the general public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the GOVERNING AUTHORITY shall provide the non-discrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms and promotional materials.
4. The GOVERNING AUTHORITY shall adopt a policy concerning the enrollment of students. The GOVERNING AUTHORITY additionally shall adopt admission procedures that comply with Section 3314.06 of the Ohio Revised Code.
5. The GOVERNING AUTHORITY shall comply with the dismissal procedures set forth in the Educational Plan.
6. The GOVERNING AUTHORITY shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student, without legitimate excuse, fails to participate in one hundred five (105) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate as required.

7. The GOVERNING AUTHORITY will ensure that the SCHOOL's attendance and participation policies will be available for public inspection;
8. The GOVERNING AUTHORITY will ensure that the SCHOOL's attendance and participation records shall be made available to the department of education, auditor of state, and the SPONSOR to the extent permitted under and in accordance with the "Family Education Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and section 3319.321 of the Revised Code;
9. The GOVERNING AUTHORITY will ensure that if the SCHOOL operates using the blended learning model, as defined in section 3301.079 of the Revised Code, all of the following information is included in Exhibit I, the Education Plan:
 - (a) An indication of what blended learning model or models will be used;
 - (b) A description of how student instructional needs will be determined and documented;
 - (c) The method to be used for determining competency, granting credit, and promoting students to a higher grade level;
 - (d) The SCHOOL's attendance requirements, including how the SCHOOL will document participation in learning opportunities;
 - (e) A statement describing how student progress will be monitored;
 - (f) A statement describing how private student data will be protected;
 - (g) A description of the professional development activities that will be offered to teachers.

V. Financial Plan

1. The GOVERNING AUTHORITY will employ or engage a Fiscal Officer under a contract with the GOVERNING AUTHORITY unless the GOVERNING AUTHORITY adopts a resolution waiving the requirement that the GOVERNING AUTHORITY is the party

responsible to employ or contract with the designated Fiscal Officer. The Sponsor must approve such a resolution. The resolution shall be valid for one year. A new resolution shall be adopted for each year that the GOVERNING AUTHORITY wishes to waive the requirement that it engage or employ the Fiscal Officer, so long as the SPONSOR also approves the resolution. No resolution adopted pursuant to this provision may waive the requirement for the SCHOOL to have a designated Fiscal Officer. If the GOVERNING AUTHORITY adopts a resolution pursuant to this paragraph, the SCHOOL's designated Fiscal Officer shall meet at least annually with the GOVERNING AUTHORITY to review the SCHOOL's financial status. The GOVERNING AUTHORITY shall submit to the department of education a copy of each resolution adopted pursuant to this paragraph.

2. Except as otherwise provided herein or by separate agreement with the SPONSOR, the GOVERNING AUTHORITY shall operate in compliance with a "Financial Plan", which is available to the SPONSOR. The Financial Plan establishes an estimated School budget for each year of the period of this Contract and a total estimated per pupil expenditure amount for each such year. Said Financial Plan is attached hereto as Exhibit 2 and incorporated by reference as if fully written herein.
3. The GOVERNING AUTHORITY shall maintain the financial records of the SCHOOL in accordance with any rules that may be adopted by the Auditor of State and, to the extent practicable, in the same manner as are financial records of school districts. Audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.
4. The GOVERNING AUTHORITY shall comply with the policies and procedures regarding internal financial controls of the GOVERNING AUTHORITY and shall comply with the requirements and procedures for financial audits by the Auditor of State, as set forth in the Financial Plan. When submitting the Financial Plan, the SCHOOL shall also submit copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.
5. The GOVERNING AUTHORITY will notify and provide copies to the SPONSOR of all communications with the auditor of state

regarding an audit of the SCHOOL or the condition of financial and enrollment records. The GOVERNING AUTHORITY will also notify the SPONSOR and schedule all meetings with the auditor of state in such a manner that the SPONSOR may have a presence at all such meetings in accordance with R.C. 3314.019.

6. The GOVERNING AUTHORITY shall not permit any person to engage in the financial day-to-day management of the SCHOOL under contract with the GOVERNING AUTHORITY unless the person has submitted to a criminal records check in the manner prescribed by section 3319.39 of the Revised Code.
7. All moneys the SCHOOL's operator loans to the SCHOOL, including facilities loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate;
8. If the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the SCHOOL has contracted.
9. Upon dissolution of the SCHOOL, the GOVERNING AUTHORITY as a "Public Benefit Corporation under Section 1702.01(P) of the Ohio Revised Code, shall distribute any remaining assets to another community school, public benefit corporation, or other entity that is recognized as exempt under 501(c)3 of the Internal Revenue Code of 1986 as amended.

W. Payments from the GOVERNING AUTHORITY to the SPONSOR

Pursuant to the authority of section 3314.03(C) of the Ohio Revised Code, the GOVERNING AUTHORITY shall pay to SPONSOR all of the following amounts:

1. The GOVERNING AUTHORITY shall annually pay to the SPONSOR, from the funding provided to the GOVERNING AUTHORITY by the Ohio Department of Education pursuant to Section 3314.08 of the Ohio Revised Code, a portion of such funds for monitoring, oversight and technical assistance. Per student payments shall be \$160.00 per student per year. The schedule for such

payments shall be as mutually agreed by the parties, and the amount of such payments may be varied by mutual agreement of the parties.

X. Governance and Administrative Plan

1. The administration and management of the SCHOOL shall be substantially as set forth in the Governance and Administrative Plan and in the Educational Plan. Said Governance and Administrative Plan is attached hereto as Exhibit 3 and incorporated by reference as if fully written herein.
2. In accordance with Ohio Revised Code Section 3314.03 (A) (10), the SCHOOL agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code and may employ other persons as are necessary to carry out and fulfill its mission pursuant to Section 3314.01 (B) of the Ohio Revised Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the SCHOOL during the term of this Contract shall: (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Ohio Revised Code; or (ii) be in the process of obtaining a license to teach in a public school Ohio under the conditional or alternative path to licensure set forth in Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the SCHOOL under this option shall complete the conditional or alternative path to licensure not later than two years after beginning to teach at the SCHOOL. The SCHOOL may engage non-certified persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

Each classroom teacher initially hired by the SCHOOL on or after July 1, 2016, and employed to provide instruction in physical education shall hold a valid license issued pursuant to section 3319.22 of the Revised Code for teaching physical education.

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

4. In the event this Contract is terminated or not renewed, the GOVERNING AUTHORITY shall comply with the requirements and procedures regarding the disposition of employees of the SCHOOL as set forth in the Governance and Administrative Plan.
5. The GOVERNING AUTHORITY agrees that the employment of teachers and nonteaching personnel shall be as provided in Section 3314.10 of the Ohio Revised Code. Pursuant to that section and to the extent permitted or required by state or federal law, employment by the SCHOOL shall be subject to Chapter 3307 and Chapter 3309 of the Ohio Revised Code, and the SCHOOL shall carry out the duties of an employer, except to the extent specified otherwise in Section 3314.10 or Chapter 3314.
6. The GOVERNING AUTHORITY shall comply with the procedures for resolving disputes or differences of opinion between it and the SPONSOR as set forth in the Dispute Resolution Procedure, Article XII.
7. The GOVERNING AUTHORITY shall annually report to SPONSOR the names, addresses, and phone numbers of the SCHOOL's Directors and Officers and the meeting schedule of the GOVERNING AUTHORITY.
8. The GOVERNING AUTHORITY agrees to participate in the sponsorship information management system (currently Epicenter) developed by the SPONSOR, including but not limited to: (i) the participation of SCHOOL staff in all required training, and (ii) timely response to all information requests, and (iii) development and approval of all documents/reports related to or required by the sponsorship information management system.
9. The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the SCHOOL. Members with actual or potential conflicts of interest shall recuse themselves from voting on such issues.
10. The GOVERNING AUTHORITY further represents that the GOVERNING AUTHORITY will disclose any actual or potential

conflicts, including, but not limited to, disclosure of any legal obligations, such as employment or professional services contracts between any individual employed by or retained as a consultant by the GOVERNING AUTHORITY and the SCHOOL.

11. The GOVERNING AUTHORITY agrees that no voting or non-voting member of the governing authority shall knowingly participate in any decision involving an immediate relative of the member who is an employee of the SCHOOL, of a management company as defined by Ohio Revised Code 3314.024, or of a vendor that services the SCHOOL. "Participate in any decision" includes vote on, recommend, deliberate on, or discuss any decision, or formally or informally lobby any SCHOOL official or employee about a SCHOOL contract.
12. The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days when an existing GOVERNING AUTHORITY member resigns or a new GOVERNING AUTHORITY member is appointed.
13. The GOVERNING AUTHORITY agrees to develop a policy regarding the admission of students who reside outside the district in which the SCHOOL is located. The policy shall comply with the Revised Code and, at the sole discretion of the GOVERNING AUTHORITY, shall do one of the following: (a) Prohibit the enrollment of students who reside outside the district in which the SCHOOL is located; (b) Permit the enrollment of students who reside in districts adjacent to the district in which the SCHOOL is located; (c) Permit the enrollment of students who reside in any other district in the state. This SCHOOL's policy is: (c) Permit the enrollment of students who reside in any other district in the state.
14. Upon request of the SPONSOR, the GOVERNING AUTHORITY will provide proof that the members of the GOVERNING AUTHORITY, 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 have completed training on an annual basis on the public records and open meetings laws.

Y. Assessment and Accountability

1. The GOVERNING AUTHORITY agrees to assess student achievement relative to academic goals using the methods of measurement identified in the Educational Plan, the Accountability Plan, and/or any reference in this contract to standards of student achievement, incorporated by reference as if fully written herein.
2. The GOVERNING AUTHORITY shall submit an annual report of its activities and progress in meeting academic goals as contained in the Educational Plan and the performance standards as contained in the Accountability Plan to the SPONSOR and the parents of all students enrolled in the SCHOOL.

Z. The GOVERNING AUTHORITY agrees that the SCHOOL, unless it is an internet or computer-based community school, will comply with sections 3313.674 and 3313.801 of the Ohio Revised Code as if it were a school district. To the extent permitted by law, the GOVERNING AUTHORITY may perform any of its responsibilities directly or through service providers. In particular, the GOVERNING AUTHORITY may purchase educational, administrative, fiscal, and/or other services.

Article V. Responsibilities of the SPONSOR

The Educational Service Center of Central Ohio (ESCCO) as SPONSOR considers the well-being of students the fundamental value informing all decisions and actions. The SPONSOR'S purpose for charter school authorizing is to improve the quality of the SCHOOL by holding schools accountable for their performance and using objective and verifiable measures of student achievement to verify success.

In entering this Contract the SPONSOR will insist on clarity, consistency and transparency in implementing all contractual responsibilities defined for both the SPONSOR and the GOVERNING AUTHORITY. Additionally, the SPONSOR will be equally insistent that the rights and responsibilities of each party, their autonomy, expected outcomes and gains, as well as, measures for success or failures are clearly communicated in the contract.

The SPONSOR conducts contract oversight that evaluates performance, monitors compliance, protects student rights, ensures autonomy and informs intervention and renewal decisions. The SPONSOR is committed to a comprehensive performance accountability system that demonstrates transparency and rigor and

that uses comprehensive data over the term of a charter sufficient to inform a fair and rigorous renewal decision-making process.

- A. The SPONSOR shall evaluate the performance of the SCHOOL according to the standards set forth in the Educational Plan, the Accountability Plan, the Financial Plan and/or the Governance Plan.
- B. The SPONSOR shall comply with the requirements and procedures regarding the disposition of employees of the GOVERNING AUTHORITY in the event this Contract is terminated or not renewed as set forth in the Governance and Administrative Plan.
- C. The SPONSOR shall comply with the procedures for resolving disputes or differences of opinion between it and the GOVERNING AUTHORITY, as set forth in the Dispute Resolution Procedure in Article XII of this contract.
- D. The SPONSOR shall also monitor the SCHOOL's compliance with all laws applicable to the SCHOOL and with the terms of the contract.
- E. The SPONSOR shall require annual on-site reviews of the SCHOOL and its operation, including its educational, financial, governance and accountability aspects. One site visit shall be conducted annually and not later than ten (10) days prior to the beginning of school to provide assurances to the Ohio Department of Education and other site visits at all times thereafter as determined by the SPONSOR provided, however, that such visits are not of the frequency or scope as to unreasonably interrupt or interfere with school operations.
- F. The SPONSOR shall report, on an annual basis, the results of any evaluation of the SCHOOL conducted under this section to the department of education and to the parents of students enrolled in the School.
- G. The SPONSOR shall provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and the terms of the contract.
- H. The SPONSOR shall be prepared 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 Revised Code, and suspend the operation of the SCHOOL pursuant to section 3314.072 of the Revised Code as conditions may warrant and as determined necessary. In the event of such circumstances, the SPONSOR

may terminate the contract of the GOVERNING AUTHORITY pursuant to section 3314.07 of the Revised Code. Further, the SPONSOR shall have in place a plan of action that will be undertaken in the event that the SCHOOL experiences financial difficulties or closes prior to the end of the SCHOOL year.

- I.** The SPONSOR recognizes the ultimate authority of the Ohio Department of Education (ODE) to assume the sponsorship of the SCHOOL in accordance with the provisions of division (c) of section 3314.05 of the Revised Code. The SPONSOR shall timely notify the SCHOOL of all communications from the Ohio Department of Education to the SPONSOR concerning the SCHOOL.
- J.** Consistent with division (b) of section 3314.073 of the Revised Code, the SPONSOR shall be prepared to assume the operation of the SCHOOL under the conditions specified in this section of the Revised Code.
- K.** The SPONSOR recognizes the authority of the department of education to suspend the operations of the SCHOOL pursuant to 3314.072 of the Revised Code.
- L.** The SPONSOR shall instruct The GOVERNING AUTHORITY regarding the authority of public health and safety officials to inspect the SCHOOL from time to time, and the obligation to meet the requirements of the State Fire Marshall and extant health and safety codes.
- M.** The SPONSOR shall review the financial and enrollment records of the SCHOOL monthly and assist in compliance with all applicable laws, rules and regulations.
- N.** The Sponsor shall annually verify that a finding for recovery has not been issued by the auditor of state against any member of the GOVERNING AUTHORITY, the operator, or any employee of the SCHOOL.
- O.** The SPONSOR shall conduct an annual face to face meeting with the GOVERNING AUTHORITY and administrative representation to review progress towards goals.

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

- A. The GOVERNING AUTHORITY shall comply with the Americans with Disabilities Act and shall not exclude a qualified individual with a disability, by reason of such disability, from participation in any programs or activities of the SCHOOL, or subject such qualified individual to discrimination by the SCHOOL.
- B. The GOVERNING AUTHORITY shall ensure that all facilities and programs meet the requirements of the Americans with Disabilities Act.
- C. The GOVERNING AUTHORITY shall comply with Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person on the basis of such handicap from participation in any programs or activities of the SCHOOL.
- D. The GOVERNING AUTHORITY shall comply with all the provisions set forth in the Reauthorized Individuals with Disability Education Act of 1997, (IDEA) PL 105-17.
- E. Notwithstanding the foregoing provisions, nothing in this Article is, or shall be construed to be, a waiver of any exceptions, exclusions, or other rights that the SCHOOL may have or may avail itself of under the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Reauthorized Individuals with Disability Education Act of 1997, (IDEA) PL 10517, or any other applicable state or federal law. To the extent permitted by law, the GOVERNING AUTHORITY shall not be required to fundamentally alter its program or incur an undue financial or other hardship in the operation of its program.

Article VII. Probationary Status

In lieu of termination of the Contract or suspension of the operation of a SCHOOL, the SPONSOR may, after consultation with the GOVERNING AUTHORITY, declare in written notice to the GOVERNING AUTHORITY that the SCHOOL is in a probationary status for the following reasons:

- 1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the SCHOOL.

2. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4(a) of the Accountability Plan, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of the Accountability Plan.
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management.
4. The GOVERNING AUTHORITY has violated any provision of this Contract or applicable state or federal law; or
5. Other good cause.

The probationary status notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR'S notice of the SCHOOL being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient the Contract may be terminated pursuant to Article IX of this Contract or operations of the SCHOOL may be suspended pursuant to Article VIII of this Contract.

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the SCHOOL shall remain on probationary status and the SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR and, if the SPONSOR at any time finds that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the reasonable satisfaction of the SPONSOR, the SPONSOR may take further action under Section 3314.073, including taking over the operation of the SCHOOL, or suspending the operation of the SCHOOL.

Except in cases determined by the SPONSOR, in its discretion, to be of such an extreme nature so as to require immediate remedy (e.g., financial insolvency or severe education programmatic inadequacy of the SCHOOL) a Community School placed on probation pursuant to Article VII of this Contract may remain in

operation on probation for the remainder of the school year in which the notice of probation was received by the GOVERNING AUTHORITY, unless or until the SCHOOL closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or force majeure events.

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article VII and the suspension of operation of the SCHOOL under Article VIII are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article VIII for suspension of operation of the SCHOOL during the pendency of any probationary status or period for such imposed on the SCHOOL under Article VII. Notwithstanding the foregoing, before taking action under Articles VII or VIII, the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a warning, the GOVERNING AUTHORITY and SCHOOL of areas of noncompliance that may warrant probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VII or VIII but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR'S sole discretion, circumstances so warrant.

Article VIII. Suspension of Operation

If the SPONSOR suspends the operation of the SCHOOL pursuant to the procedures set forth in this Article VIII, the GOVERNING AUTHORITY shall not operate the SCHOOL while the suspension is in effect.

A. Health and Safety

1. If at any time the conditions at the SCHOOL do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the SCHOOL by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the SCHOOL, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards

established by law for school buildings, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.

4. If the SPONSOR determines to suspend the operation of the SCHOOL pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall 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 (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. The SPONSOR shall approve or reject the written proposed remedy within five (5) business days of the receipt and notify the SCHOOL in writing. . The SCHOOL may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other

The SPONSOR may also suspend the operation of the SCHOOL for the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the SCHOOL;
2. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4 (a) of Accountability Plan, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of Accountability Plan;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;

4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

Prior to suspension for one or more of the five reasons set forth in paragraphs (B) (1) through (B) (5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written 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 GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written 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, modify or disapprove the proposed remedy within five (5) business days of receipt of the written proposal.

If the SPONSOR approves or modifies the proposed remedy, the SPONSOR shall send written notice to the GOVERNING AUTHORITY that the proposed remedy is approved or describing the proposed modifications and that the SCHOOL can continue to operate.

If the SPONSOR disapproves the remedy proposed by the GOVERNING AUTHORITY, or if the GOVERNING AUTHORITY fails to submit a proposed written 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 the operation of the SCHOOL.

If the SPONSOR determines to suspend the operation of the SCHOOL pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall 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 (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall: (i) designate a

representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all SCHOOL records, including student records, during the suspension; (ii) provide the means and capability to access SCHOOL records, to the fullest extent permitted by law, including student records, to the SPONSOR's representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S representative, who shall have unrestricted and equal access to SCHOOL records, including student records during the suspension period. During the suspension period, the SPONSOR'S representative shall have access to and may remove SCHOOL records, if, in the sole discretion of the SPONSOR, the representative of the GOVERNING AUTHORITY fails to timely provide such records, following a legitimate request, or for any reason if the SCHOOL remains under suspension and is not fully operational for a period of ten (10) weekdays.

In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to suspension of operations.

C. Termination Resulting from the Suspension of School Operations

In accordance with Article IX of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Contract pursuant to Chapter 3314 of the Revised Code.

Article IX. Expiration/Termination of Contract

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract, provided, however, the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the SPONSOR of its intent to enter into a community school contract with a successor sponsor then, or to be, approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then at least one hundred eighty (180) days prior to the termination of the Contract the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Ohio Revised Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Education Plan specified pursuant to Exhibit 1 of this Contract to all students enrolled in the SCHOOL;
2. The GOVERNING AUTHORITY'S failure to ensure the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4 (a) of the Accountability Plan, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of the Accountability Plan;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
5. The SCHOOL is insolvent or is bankrupt;
6. The SCHOOL has insufficient enrollment to successfully operate a community school;
7. The SCHOOL defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the SCHOOL or GOVERNING AUTHORITY;
8. The SCHOOL's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the SCHOOL's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the SCHOOL's directors or employees not reported and cured by the GOVERNING AUTHORITY, in relation to their performance under this Contract;
10. The Sponsor has suspended the operation of the Contract in accordance with Article VIII of this contract and section 3314.072 of the Revised Code; or

11. Other good cause.

The written notice shall include the reason for the proposed termination of the SCHOOL in detail, the effective date of the termination or nonrenewal and a statement that the GOVERNING AUTHORITY may, within fourteen (14) days of receiving the notice, request an informal hearing before the SPONSOR. Such request shall be in writing. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Following the informal hearing, the SPONSOR shall issue a written decision either affirming or rescinding the decision to terminate the Contract not later than fourteen (14) days after the hearing. The expiration, termination, or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code 3314.07.

In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject termination or nonrenewal of the Contract.

The termination of this Contract shall be effective upon the occurrence of the later of the following events:

1. Ninety (90) days following the date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;
2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination.

If the SCHOOL receives a designation of “unauditable” from the Ohio Auditor of State, the SCHOOL shall be subject to probationary status, suspension of operations, termination or nonrenewal of the Contract.

Article X. Ending the Community School

In the event that this contract is terminated or not renewed and the GOVERNING AUTHORITY does not enter into an Agreement pursuant to R.C. 3314.03 with a successor sponsor in accordance with the requirements of Article III above, the

operation of the GOVERNING AUTHORITY and the SCHOOL will cease as a community school.

Article XI. Contract Termination Contingencies

The GOVERNING AUTHORITY represents that its governing documents provide that, upon dissolution, (i) all remaining assets, except funds received from the Ohio Department of Education, shall be used for nonprofit educational purposes, and (ii) remaining funds received from the Ohio Department of Education shall be returned to the Ohio Department of Education.

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the GOVERNING AUTHORITY, which is not work for hire or licensed, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of SCHOOL operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY or its designee who shall retain responsibility for the security of and access to all SCHOOL records, to the fullest extent permitted by law, including student records, to the SPONSOR'S representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to SCHOOL records, including student records during the period prior to the closure of the SCHOOL. Upon termination and closure, the GOVERNING AUTHORITY shall secure all SCHOOL records, including student records, in the possession of the SCHOOL and shall grant to the SPONSOR access to records requested by the SPONSOR. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the SCHOOL so that those records may be transmitted within seven (7) business days of the SCHOOL closing to the student's school district of residence. The School's Fiscal Officer shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of closure, and upon taking possession of such records, the SPONSOR shall thereafter fulfill any and all statutory and contractual duties concerning the

SCHOOL records, including the student records which are within the SPONSOR'S possession; provided that in performing the GOVERNING AUTHORITY'S statutory or contractual duties, the SPONSOR shall comply with Section 3314.015 (E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto.

The GOVERNING AUTHORITY and SCHOOL shall comply with Ohio Department of Education guidance related to community school closure. (See attachment to contract.)

The GOVERNING AUTHORITY further recognizes the authority of the Ohio Department of Education to take over sponsorship of the SCHOOL in accordance with Section 3314.015 (C) of the Code.

Article XII. Dispute Resolution Procedure

In accordance with the Ohio Revised Code Section 3314.03 (A) (18), disputes involving the GOVERNING AUTHORITY of the SCHOOL and the SPONSOR regarding this Contract shall be placed in writing and resolved in the following manner:

- a. Members of the GOVERNING AUTHORITY, or an appointed minority of GOVERNING AUTHORITY members shall meet with representatives of the SPONSOR;
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good faith effort to define the issues, clarify any miscommunications and resolve contractual differences;
- c. All agreed terms shall be placed in writing and signed by both parties;
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute resolution process.

In the event the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding mediation, using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR, and the representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to

probationary status, suspension of operations, termination or nonrenewal of the Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VII for Probationary Status, Article VIII for Suspension of Operation or Article IX for Expiration/Termination of Contract.

Article XIII. Miscellaneous Provisions

- A. This Contract shall be governed and interpreted according to the laws of the State of Ohio.
- B. The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including rules promulgated by the Ohio Department of Education for community schools.
- C. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent of the SPONSOR and the SCHOOL.
- D. This Contract constitutes the entire agreement among the parties and any changes or modifications of this Contract shall be made and agreed to in writing.
- E. Neither party shall solicit or accept assignment of any or all portions of this contract without the express written agreement of the other party.

SPONSOR

**ON BEHALF OF THE EDUCATIONAL SERVICE CENTER OF
CENTRAL OHIO**

By: (Signature) _____

Print name: _____

Title: _____

Date: _____

GOVERNING AUTHORITY

ON BEHALF OF THE _____

By: (Signature) _____

Print name: _____

Title: _____

Date: _____

FACILITIES ADDENDUM

- I. A detailed description of each facility used for instructional purposes:

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

- III. The annual mortgage principal and interest payments that are paid by the school:

- IV. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.