



North Central Ohio
Educational Service Center

**Sponsorship Policies
for
Community School
Authorizing**



SPONSORSHIP MISSION, VISION, AND STRATEGIC PLAN

The Sponsor's Governing Board understands the importance and value of having a clear sponsorship mission and strategic plan to develop, guide and advance its sponsorship program. This policy relates to the development of the Sponsor's sponsorship mission, vision, and strategic plan.

The Sponsor's Governing Board developed and adopted the following sponsorship mission statement that clearly states the Sponsor's purpose for serving as a sponsor: "NCOESC's mission is to be a recognized leader committed to meeting the needs of our educational partners through excellent service exhibited through honesty, trust, and integrity." The Board shall further develop its values in a vision statement that provides strategic direction for the School Sponsor.

Based on the mission and vision statements, the sponsor shall develop a strategic plan that will provide clear sponsoring priorities, specific measures, metrics, targets, and time frames for achievement, and a defined improvement process.

The Sponsor's mission statement, vision statement, and strategic plan shall be made available on the Sponsor's website.

The Sponsor's mission, vision, and strategic plan shall be evaluated and reviewed at least every five years. The strategic plan shall be in operation by January 1, of the review year.

Quality Practices Rubric: A.01 – Commitment and Capacity

Adopted: 4-18-17 by NCOESC Governing Board

Revised Policy approved by NCOESC Governing Board on: 1-19-21

SPONSOR CONFLICT OF INTEREST

The Sponsor shall identify conflicts of interest in accordance with the NCOESC's Conflict of Interest Policy, which is incorporated herein and considered a part of this policy.

Community School Conflicts

This Conflict of Interest Policy shall be used by the Sponsor's Governing Board and sponsoring staffs, and contractors to determine whether any potential or existing internal and or external ethical conflicts exist within the sponsor's Board, staff, and contractors. This Conflict of Interest Policy also shall be used to determine whether a potential or existing internal or external conflict of interest exists between the Sponsor and its community schools.

The sponsoring staff, vendors, and Board members shall complete an annual conflict of interest statement regarding whether a conflict of interest exists.

The Sponsor shall require all community school leaders and governing authority members to complete a conflict of interest statement. The Sponsor shall also require all NCOESC board members as well as staff and contractors with sponsorship responsibilities to submit a completed conflict of interest statement annually for each of their sponsoring responsibilities. The conflict of interest statement shall be completed on an annual basis and shall be used to determine whether potential conflicts of interest exist.

Process for Potential Conflicts of Interest

Each conflict of interest statement shall be reviewed by the Director of Community Schools. If a conflict of interest or a potential conflict of interest is identified, the District shall consult with legal counsel, if necessary. Legal counsel shall provide guidance on resolution of the conflict. A summary of how all conflicts of interest are resolved shall be maintained by the Sponsor.

Quality Practices Rubric: A.04 – Conflict of Interest

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OVERSIGHT, EVALUATION & INTERVENTION POLICY

Oversight Transparency

The Sponsor shall ensure that its oversight and evaluation processes are transparent, and shall share with each school that it sponsors how the Sponsor intends to monitor the school's academic, operational, and financial performance. To encourage transparency, the Sponsor will proactively communicate the processes, including timelines, as well as any changes to processes to schools. The timing for reporting and performance of oversight depends on the type of review and is delineated below.

Enrollment and Financial Reviews

On a monthly basis the Sponsor shall conduct enrollment and financial reviews. Specific procedures for how enrollment and financial reviews will be conducted consistent with this policy shall be established.

Financial reviews will include budget ledgers, transactional detail reports, and at least one review of the five-year forecast. The Sponsor shall provide feedback to each of its schools after a financial review. If a financial review indicates an area of financial concern, including but not limited to enrollment, revenue, and expense fluctuations, the Sponsor shall provide the sponsored school's governing authority with a proactive recommendation to achieve greater efficiencies regarding the school's financial and enrollment decision making.

Enrollment reviews will include a monthly assessment of the number of students enrolled during that time. Review of samples of a school's monthly residency verifications will be a part of the monthly enrollment report. The Sponsor shall provide feedback after each enrollment review.

Enrollment and financial reviews may be used as an opportunity to provide proactive technical assistance, reporting and monitoring of the school's finances and compliance with written feedback.

Onsite Reviews

The Sponsor will conduct at least two onsite reviews while school is in session, with one during the first half of the school year and one during the second half of the school year. Onsite reviews will be used to examine a 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 if any, students, parents, or other stakeholders. Onsite reviews shall also require at least one interview to be conducted with an administrator and a teacher, respectively. Observations and interviews shall be conducted at each site visit. Guidance as to interviews and observations will be provided to the staff conducting the site visits. Provisions in the Community School Contract and the Performance Standards shall be used and assessed at each review.

The Sponsor shall establish procedures and protocols for conducting onsite reviews. Provided however, during the 2020-2021 academic year, onsite reviews may be deemed "onsite" if conducted via video conference when visiting a school utilizing remote learning or hybrid learning due to the Covid-19 pandemic, or if in the Sponsor's discretion an onsite visit cannot reasonably be conducted safely due to social distancing measures to prevent the further spread of Covid-19.

After each onsite review, the Sponsor shall provide the reviewed school with a written onsite visit report that includes at least: (1) the information collected during the visit; (2) a summary of the Sponsor's

findings, which shall include the school's compliance with laws, rules, contractual terms, and the school's progress towards academic performance measures; (3) the school's strengths and areas needing improvement; and (4) the specific steps or timeframes for a sponsored school to take appropriate actions to improve. For each area of improvement identified, the Sponsor shall provide the school with steps and timeframes to make the improvements and request and review status updates regarding the school's improvement efforts.

Performance Monitoring

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

Performance Reports

On an annual basis, the Sponsor shall provide a cumulative performance report to each school it sponsors. The performance report shall summarize the school's fiscal, operational/ organizational, and academic performance. The performance report shall also identify 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, and shall include multiple years of performance data. The performance report shall be discussed with the governing authority of the sponsor school, and the Sponsor will summarize performance over the contract term and state the sponsored school's prospects for renewal.

Intervention

The Sponsor may intervene in a sponsored school's operation for certain material reasons as outlined in Ohio law (R.C. 3314.023(E)) and in the school's contract. Interventions may include, but is are limited to, placing a school on a corrective action plan (CAP) or performance improvement plan (PIP), placing a school on probation, suspending operations of a school, assuming operations of a school, non-renewing a school's contract, or terminating a school's contract.

The sponsor may take informal steps to intervene where, in the Sponsor's discretion, a school has demonstrated "non-material" conditions or violations that require remedy, but can be resolved through open dialogue with the school or through a corrective action plan.

Material conditions that may trigger an intervention and/or corrective actions from the Sponsor include, but are not limited to:

- Violation of the material terms of the Sponsor Contract
- Violation of federal, state, or local laws
- Low or declining academic performance or a failure to meet academic performance standards
- Failure to meet indicators of financial viability or sustainability, mismanagement of public dollars, or financial malfeasance
- Deviation from the education, management, administration, or financial plan(s)

- Threats to the health, safety, or welfare of students, or a failure to secure and retain adequate school facilities
- Failure to meet standards for fiscal management, including failures to correct audit findings or material weaknesses
- Failure to meet state reporting deadlines or inaccurate reporting to the state that is material or cannot be corrected
- Failure to retain sufficient enrollment to remain financially viable
- Substantiated complaints against the School or failure to report conditions that may have a material impact on the School
- Substantiated ethics or conflicts violations, or substantiated violations of Sunshine laws

In most instances, the Sponsor will identify conditions that may trigger interventions through its technical assistances to a school, or after conducting an onsite visit or monthly academic, financial or enrollment review. However, the Sponsor encourages schools to openly dialogue with the Sponsor where a material issue may arise so that the Sponsor can proactively assist the school, if possible, through technical assistance.

The Sponsor shall investigate the conditions that may trigger formal interventions, which shall include evaluating the identified condition, if applicable, verifying the condition, and communicating about the condition with the School, if reasonable. The investigation process will be documented.

Steps and Intervention Action

The Sponsor seeks to utilize corrective action and technical assistance wherever practical I lieu of any permanent intervention measures, except for situations where the severity of the offense, violation, or failure warrants initiating a permanent intervention. Accordingly, when practicable, the Sponsor will utilize a progressive intervention plan.

<p>Step 1: Concern</p>	<p>Conditions that may trigger Status:</p> <p>Low or declining academic performance or expected failure to meet academic performance standards</p> <p>Some violations of federal/state/local laws</p> <p>Issues identified in site visits.</p> <p>Consequences:</p> <p>Notification to the School’s Administrator and Board President.</p> <p>School proposes method for Resolution.</p> <p>Sponsor creates a timeline for improvement.</p>
<p>Step 2: Notice of Breach</p>	<p>Conditions that may trigger Status:</p> <p>Unresolved Step 1 issues.</p> <p>Consequences:</p> <p>Written notification to the Governing Authority and the School’s Administrator and requirement that School prepare a CAP.</p> <p>School proposes CAP.</p>

	<p>Sponsor creates a timeline for improvement. Additional site visits to affirm correction of problem, if necessary.</p>
Step 3: Probation	<p>Conditions that may trigger Status: Unresolved Step 1 or 2 issues. Conditions identified above. Grounds specified in O.R.C. 3314.07.</p> <p>Consequences: Sponsor places School on probationary status pursuant to O.R.C. 3314.073, monitors progress and corrections.</p>
Step 4: Suspension of Operation or Assuming Operation	<p>Conditions that may trigger Status: Unresolved Step 1, 2, or 3 issues. Conditions identified above. Grounds specified in O.R.C. 3314.07.</p> <p>Review of plan to address pursuant to intent to suspend due process procedures, deficiencies, timeframes, benchmarks and decision as to whether to suspend.</p> <p>Consequences: Sponsor suspends operation of the School pursuant to due process procedures in O.R.C. 3314.072.</p>
Step 5: Termination	<p>Conditions that may trigger Status: Unresolved step 1, 2, 3 or 4 issues. Conditions identified above Grounds specified in O.R.C. 3314.07.</p> <p>Consequences: Sponsor terminates the Sponsor Contract pursuant to O.R.C. 3314.07</p>

Timeframes for Monitoring and Measuring Progress and Deadlines for Resolving a Deficiency

The Sponsor shall establish reasonable deadlines and timeframes, except where statutory deadlines exist, for achieving progress and resolving any material deficiency. The Sponsor recognizes that timeframes and deadlines will vary depending on the deficiency and that no policy can foresee nor predict what constitutes a reasonable timeframe for making progress or resolving certain types of deficiencies. The Sponsor shall request and review status updates from the School regarding its progress in resolving the deficiency and document progress or lack thereof.

Consequences for Not Resolving the Deficiency

Consistent with the progressive interventions described above, the School’s failure to resolve a deficiency may result in subsequent step.

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 Sponsor finds that any of the conditions prescribed in division (B)(1) of section 3314.07 of the Revised Code apply to the School, the Sponsor 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 Sponsor may declare the School to be in such status only if it has received from the Governing Authority reasonable assurances to the Sponsor's satisfaction that the Governing Authority can and will take actions necessary to remedy the conditions that have warranted such probationary status. The Sponsor shall monitor the actions taken by the Governing Authority to remedy the conditions that have warranted probationary status, and the Sponsor may take over 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 Sponsor at any time finds that the Governing Authority is no longer able or willing to remedy those conditions to the Sponsor's satisfaction.

Suspension

The Sponsor 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 Sponsor Contract. Such notice shall explain the reasons for the 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 Sponsor a proposal to remedy the conditions cited.

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

If the Sponsor decides to suspend the operation of the School, the Sponsor 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.

Termination

Please refer to the Sponsor's Termination Policy.

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.06 – Intervention; D.07 – Annual Performance Reports

Adopted: 4-18-17 by NCOESC Governing Board

Revised Policy approved by NCOESC Governing Board on: 1-19-21

ROLE AS SPONSOR

The Sponsor's Governing Board recognizes the importance of communicating and developing the Sponsorship roles and responsibilities. This policy seeks to promote that understanding and to further develop the Sponsor's own quality practices.

Written Guidance

The Sponsor shall communicate its sponsorship roles and responsibilities through written guidance ("Written Guidance"). Written Guidance shall complement the community school contracts and further delineate the roles and responsibilities of the Sponsor, the school, and other parties associated with sponsorship. To the extent, the ESC sponsors a "niche" community school Written Guidance shall be tailored to the specific school.

Written Guidance shall be shared with school administrators and board members prior to the 1st day of school and shall be presented annually no later than November 30 of each year. The Sponsor shall also offer training on the roles and responsibilities of the Sponsor, school leaders, and Governing Board members no later than November 30th of each year. Sponsored schools shall be required to attend training offered or recommended by the Authorizer.

Staff Expertise

The Sponsor's Governing Board directs the Superintendent to develop an organizational chart that will indicate a clear structure of sponsoring responsibilities and the specific staff and/or contractors that will fulfill those responsibilities ("Sponsor Staff"). The Sponsor's Governing Board shall also establish job descriptions for all positions fulfilling sponsoring responsibilities and shall designate specific responsibilities to specific sponsor staff and contractors.

Sponsor Staff shall have expertise in the areas of curriculum, instruction, assessment, special education, school accountability, school governance, and, as needed, English Learners ("EL") instruction, school facilities, and community school law. If the sponsor staff is lacking such experience, the sponsor shall contract with external sources as needed.

Sponsoring Staff Development

The Governing Board expects Sponsor Staff to participate in professional development that is aligned with sponsoring responsibilities, (for example, compliance monitoring, changes to community school laws & rules, community school funding, educational program & instructional delivery, special & instructional delivery, special education, governance, state assessments, health and safety). Professional development shall be based, in part, on areas identified as needing further development based on evidence collected and analyzed by the sponsor to align professional development to sponsoring responsibilities and the sponsor's strategic plan.

Sponsor Improvement Plan

Annually, and no later than January 1st prior to the review year, the Sponsor Staff shall evaluate its sponsoring obligations pursuant to a defined improvement process and against national standards for

community school authorizing, established by the National Association of Charter School Authorizers (NACSA). The defined improvement process shall establish written goals for improvement based on the prior year's performance as a Sponsor, as reflected in the Ohio Department of Education's ("ODE") Overall Sponsor Rating. (SPR)

To the extent the Sponsor is required by ODE to adopt a Sponsor improvement plan, this shall constitute the defined improvement process. If the Sponsor is not required by ODE to adopt a sponsor improvement plan, it should review areas where it was found deficient, and develop an improvement plan to address deficient areas. Under all circumstances the sponsor shall implement action steps based upon the findings of the improvement process.

Annual Review

The Sponsor shall annually review its compliance with the law, its sponsor contracts, and these policies to determine whether it is providing efficient, proactive services to sponsored schools.

Allocation of Resources

The sponsor shall adopt a budget on an annual basis that reflects expenditures and revenues related to sponsorship. The budget shall reflect sufficient funds to fulfill sponsorship responsibilities. The budget includes a narrative that explicitly addresses how revenues and expenditures relate to sponsoring responsibilities.

Resource allocations shall be determined based on a needs assessment and data analysis, which shall be conducted prior to March first. Allocations must align with the sponsor's strategic plan and the needs of sponsored schools and shall not be based on the amount of fees collected by any school or any other inducement or incentive that may compromise the Sponsor's judgement regarding allocations.

Quality Practices Rubric: A.02 – Goals and Self Evaluation; A.03 – Roles and Responsibilities; A.05 - Staff Expertise; A.04 Staff Development, A.07 Allocation of Resources

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ETHICS CONFLICT FORM

Pursuant to best practices, the North Central Ohio Educational Service Center (the “Sponsor”) requests that the (the “School”) Governing Authority Members annually complete this Conflict of Interest Form (the “Form”). While this Form is completed annually, Governing Authority Members understand and acknowledge their ongoing obligation to notify the Sponsor of potential or actual violations or conflicts as they arise.

Please contact the Sponsor for further guidance if you do not understand any question or if you are unsure if a violation or conflict exists.

A. Community School Law Conflicts

Pursuant to O.R.C. 3314.02, certain relationships, activities, and conduct may prohibit membership. These are summarized as questions below.

Community School Law Conflicts	Yes	No	Explanation
1. Do you owe the State money concerning a closed community school?			
2. Are you in a dispute over whether you owe the State money concerning a closed community school?			
3. Have you ever pleaded guilty or been convicted of theft in office or a similar offense?			
4. Have you ever had a finding for recovery issued against you?			
5. Do you currently serve on five start-up community school boards?			
6. Do you serve as a board member of a school district or educational service center?			

<p>7. Are you an employee of a school district or ESC that sponsors the school?</p>			
<p>8. Have you or any immediate family member:</p> <ul style="list-style-type: none">• Served as employee, owner, or consultant of any operating company?• Any Sponsor in Ohio? <p><i>For purposes of this question, an Immediate Family Member includes a spouse, children, parents, grandparents, siblings, & in-laws (parents, grandparents, siblings).</i></p>			
<p>9. Are you or were you a licensed educator and have you committed an act under O.R.C. 3319.31(B) that would permit the state board to refuse to issue your license or suspend, revoke, or limit your teaching license?</p>			

B. Ohio Ethics Law

Governing Authority Members must comply with Ohio’s ethics laws and must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

The questions below are adapted from the Ethics Commission Model Ethics Policy and summarize the restraints upon Governing Authority Members. Due to the complex nature of Ohio’s ethics laws, not every scenario can be listed. Underlined terms are defined below.

Restraints on Board Members	Yes	No	Explanation
1. Have you solicited or accepted <u>anything of value</u> from <u>anyone doing business with the School</u> ?			
2. Have you solicited or accepted employment from <u>anyone doing business with the School</u> , unless you have completely withdrawn from School activity regarding the party offering employment?			
3. Have you used your public position to obtain benefits for you, a family member, or anyone with whom you have a business or employment relationship?			
4. Have you been paid or accepted any form of compensation for personal services rendered on a matter before any board, commission, or other body of the School, unless you qualified for an exception and filed an O.R.C. 102.04(D) statement?			
5. Do you hold or benefit from a contract with, authorized by, or approved by, the School? (the Ethics Law does except some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under R.C. 2921.42 are met);			

<p>6. Have you voted, authorized, recommended, or in any other way used your position to secure approval of a School contract (including employment or personal services) in which you, a family member, or anyone with whom you has a business or employment relationship, has an interest?</p>			
<p>7. Have you solicited or accepted honoraria?</p>			
<p>8. Have you represented any person, in any fashion, before any public agency, with respect to a matter in which you personally participated while serving with the School?</p>			
<p>9. Used or authorized the use of, your title or the School in a manner that suggests impropriety, favoritism, or bias by the School or the official or employee?</p>			

For Purposes of the Ohio Ethics law questions:

- “Anything of value” includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. “Value” means worth greater than *de minimis* or nominal.
- “Anyone doing business with the School” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the School.
- “Honoraria” means any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or similar gathering. "Honoraria" do not include ceremonial gifts or awards that have insignificant monetary value; unsolicited gifts of nominal value or trivial items of informational value; or earned income from any person, other than a legislative agent, for personal services that are customarily provided in connection with the practice of a bona fide business, if that business initially began before the public official or employee

conducting that business was elected or appointed to the public official's or employee's office or position of employment. O.R.C. 102.01(H).

To the best of my knowledge, I certify that the information contained in this Form is accurate and complete.

Name: _____

Signature: _____ Date: _____

Quality Practices Rubric: Ethics Conflict Form

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Revised Policy approved by NCOESC Governing Board on: 1-19-21

DISCLOSURE STATEMENT

For purposes of this Disclosure:

- Immediate Relatives include spouse, children, parents, grandparents, siblings, & in-laws (parents, grandparents, siblings).
- Business Associates include: partners in a partnership, co-owners of a business, & outside employers.

Entity Name	Identify any Immediate Relatives or Business Associates who have been employed at the following entities in the last three years	
	Immediate Relative (indicate relation)	Business Associate (indicate relation)
North Central Ohio Educational Service Center (Sponsor)		
Operator of the School		
Any school district or educational service center that has contracted with the School.		
Vendor(s)		

To the best of my knowledge, I certify that the information contained in this Disclosure Statement is accurate and complete.

Board Member Name: _____

Signature: _____ Date: _____

Quality Practices Rubric: Disclosure Statement

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REVIEW OF APPLICATIONS

Sponsor Reviewer Expertise

Each application for sponsorship shall be reviewed by the Sponsor's application review team ("Review Team"). The Review Team shall be comprised of at least three (3) members/reviewers. The Review Team will be identified prior to each school year.

The Review Team may consist of Sponsor staff and, if necessary, external sources. Members shall be selected based on their experience with community schools and or sponsoring community schools and expertise in the following areas:

1. education planning,
2. governance,
3. finance, and
4. accountability.

The Sponsor shall endeavor to have at least two (2) reviewers with three (3) or more years of experience in sponsoring community schools. The Review Team shall not have a conflict of interest with any applicants. To ensure no conflict of interest exists, each member of the Review Team shall complete a conflict of interest form prior to reviewing each application.

If an application is from a "niche" school (*e.g.* dropout prevention and recovery school, special education school, or an e-school), the District shall add an additional reviewer with expertise in the respective niche.

Reviewer Protocols

The Sponsor shall develop specific protocols for evaluating and scoring applications and shall develop an application rubric. The rubric shall align with the application requirements and shall be created to demonstrate whether: there is clear capacity to operate the school, research data that shows strong market demand for the school, a quality educational program, a solid business plan, and a review of the school's history that does not raise any continuing issues.

Each reviewer is required to individually score each application and document their rating in accordance with the rubric. Reviewers shall also specify evidence of their decisions for each selection criterion. To ensure that applications are evaluated consistently, the Sponsor shall hold annual training on reviewer protocols which shall include calibration of what is acceptable in application. Training shall occur regardless of whether the Board decides to accept applications in a given school year and shall include discussion of the selection criteria, the evaluation process, and the protocols to be followed.

Decision Making

The Review Team shall provide evidence-based recommendations to the Sponsor's Governing Board regarding application decisions. The Review Team shall not recommend approval of an applicant unless (1) the applicant received a cut score of at least 75% of possible points on the Sponsor's rubric, (2) the applicant's school is consistent with the Sponsor's mission and strategic plan, and (3) the applicant completed the interview process. Along with its recommendation, the Review Team shall cite to evidence relative to whether the applicant meets the specified criteria.

Applicants approved by the Sponsor's Governing Authority will be offered a preliminary agreement; provided however, the Sponsor, at its sole discretion may choose not to accept an otherwise qualified applicant if the Sponsor lacks the capacity or resources to sponsor the applicant's school.

Quality Practices Rubric: B.04 Reviewer Expertise; B.05 Reviewer Protocols; B.06 Rigorous Decision-Making

Adopted: 4-18-17 by NCOESC Governing Board

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APPLICATION AND DECISION MAKING

The Sponsor's Governing Board recognizes that it may sponsor additional community schools. This policy establishes a process for determining whether it will accept additional community schools and establish a documented, systematic application.

Each school year, the Board may decide to accept applications for additional schools through a resolution. The Board's decision to accept applications shall be based on the Sponsor's strategic plan for sponsoring schools, an applicant's alignment with the Sponsor's priorities, and the Board's capacity to sponsor additional community schools.

Application Process

The Sponsor shall develop a documented application process, which shall require all schools or prospective schools to complete a written application. As a part of this process, applicants shall have a defined timeline that includes a planning stage that is at least 9 months for new schools & replicator applicants. Applications and their guidance shall be available on the Sponsor's website.

Application criteria for submission & evaluation/scoring shall be based on the type of school applying. All final applicants will have an interview with the Sponsor.

1. New School Application Criteria

The Sponsor recognizes that some entities may propose new schools ("Proposed Schools"). Proposed Schools pose unique challenges, as the Sponsor cannot evaluate the school's past performance. The Board, therefore, directs staff to create an application that that will enable it to determine whether the proposed school has the capacity to execute its plan.

The application for Proposed Schools shall require the Proposed School to provide, at a minimum:

- a. a mission statement,
- b. a vision statement,
- c. an education plan,
- d. a staffing plan,
- e. a business plan,
- f. market research including information regarding the demand for the school,
- g. the school's proposed governance, and management structure,
- h. the school's proposed management company (if any) and;
- i. the school's capacity to execute its plan.

No Proposed School may be approved without interviewing the Proposed School.

2. Replicating School Application

The Sponsor recognizes that some schools may seek sponsorship by replicating an existing model ("Replicating Schools"). Replicating Schools shall apply through a written application to be developed by the Sponsor & reviewed consistent with the Sponsor's established application review process.

The application for Replicating Schools shall require the Replicating Schools to provide, at a minimum: (1) a business or growth plan, (2) market research, and (3) an explanation of the particular model. The Replicating School shall also provide the Sponsor with the following evidence to review from the other schools upon which the Replicating School is being modeled:

- a. academic data,
- b. sponsors' compliance reports,
- c. governing authority meeting minutes, and
- d. financial records (including recent audits).

No Replicating School shall be approved without interviewing the applicant and the Replicating School's other sponsors.

3. Existing School Application

The Sponsor also recognizes that existing schools may seek to change from their existing sponsor to be sponsored by the North Central Ohio ESC ("Transferring Schools"). Transferring Schools shall apply through a written application to be developed by the Sponsor.

The Transferring School application shall require the Transferring School to provide, at a minimum, the following:

- a. academic data,
- b. sponsor's compliance reports,
- c. governing authority meeting minutes,
- d. financial records (including recent audits),
- e. any deficiency cited by the current Sponsor & information about how the school has remedied said deficiency.

No Transferring School shall be approved without interviewing the applicant and the applicant's existing sponsors.

Quality Practices Rubric: B.01 – Application Process, Timeline and Decision Making; B.02 – Rigorous Criteria for New Schools; B.03 Rigorous Criteria for Replicators and Schools Seeking a Change in Sponsor

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TECHNICAL ASSISTANCE

The Sponsor's Governing Board recognizes that it is required to provide technical assistance as a sponsor.

This policy provides an overview of technical assistance that the Sponsor will provide.

Needs Assessment

At least once per year, the Sponsor shall conduct a needs assessment of each school. The needs assessment includes a planning process, assessment or survey used to proactively determine future needs of a school, clarify areas of weakness, and address deficiencies to establish technical assistance priorities.

Ongoing Technical Assistance

The Sponsor shall provide technical assistance to each school it sponsors. Technical assistance is defined by administrative rule as targeted and customized supports by professionals with subject matter expertise relevant to the operations of a community school toward successfully fulfilling its statutory and contractual obligations.

To determine relevant technical assistance, the Sponsor shall engage in the following processes:

1. The Sponsor shall annually proactively solicit information about the technical assistance needs from each sponsored school through a needs assessment.
2. The Sponsor shall communicate with sponsored schools on a regular basis to identify issues, problems and concerns.
3. The Sponsor shall determine school needs through observation during site visits and interaction with sponsored schools.

Through these processes, the Sponsor shall provide proactive, timely and comprehensive assistance with any issues, problems, or concerns, and technical assistance reactive to the needs of the schools such as needs arise.

On an annual basis, the Sponsor shall seek formal feedback through a survey about the quality and impact of the technical assistance that it provides to its sponsored schools. Throughout the year, the Sponsor shall also seek informal feedback about the quality and impact of its technical assistance.

Legal and Policy Updates

The Sponsor shall provide sponsored schools with written guidance published regularly regarding changes to rules and laws or policy that may impact the schools. The Sponsor will further offer guidance,

through annual training, to assist schools in understanding changes to rules and laws. The Sponsor shall also offer at least one professional development opportunity specific to community schools.

Professional Development

Professional development opportunities shall be regularly communicated and/or offered to the sponsored schools. The Sponsor shall use a needs assessment to determine which opportunities it communicates and/or offers. Professional development may be mandatory for some schools at the discretion of the Sponsor to address material needs identified by the Sponsor.

Fostering Relationships with Schools

The Sponsor shall have regular communication at least quarterly and strive to build a positive working relationship with its sponsored schools. This communication will include guidance beyond financial and enrollment reviews. Sponsor employee presence at Board meetings, will occur at least 3 times per school year.

LEGAL REF: O.A.C. 3301-102-02

Quality Practices Rubric: F.01 – Ongoing Technical Assistance, F.02 – Legal and Policy Updates, F.03 – Professional Development, F.04 – Relationships with Schools’ Governing Authorities

Adopted: 4-18-17 by NCOESC Governing Board

Revised Policy approved by NCOESC Governing Board on: 1-19-21

OVERSIGHT, EVALUATION & INTERVENTION POLICY

Oversight Transparency

The Sponsor shall ensure that its oversight and evaluation processes are transparent, and shall share with each school that it sponsors how the Sponsor intends to monitor the school's academic, operational, and financial performance. To encourage transparency, the Sponsor will proactively communicate the processes, including timelines, as well as any changes to processes to schools. The timing for reporting and performance of oversight depends on the type of review and is delineated below.

Enrollment and Financial Reviews

On a monthly basis the Sponsor shall conduct enrollment and financial reviews. Specific procedures for how enrollment and financial reviews will be conducted consistent with this policy shall be established.

Financial reviews will include budget ledgers, transactional detail reports, and at least one review of the five-year forecast. The Sponsor shall provide feedback to each of its schools after a financial review. If a financial review indicates an area of financial concern, including but not limited to enrollment, revenue, and expense fluctuations, the Sponsor shall provide the sponsored school's governing authority with a proactive recommendation to achieve greater efficiencies regarding the school's financial and enrollment decision making.

Enrollment reviews will include a monthly assessment of the number of students enrolled during that time. Review of samples of a school's monthly residency verifications will be a part of the monthly enrollment report. The Sponsor shall provide feedback after each enrollment review.

Enrollment and financial reviews may be used as an opportunity to provide proactive technical assistance, reporting and monitoring of the school's finances and compliance with written feedback.

Onsite Reviews

The Sponsor will conduct at least two onsite reviews while school is in session, with one during the first half of the school year and one during the second half of the school year. Onsite reviews will be used to examine a 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 if any, students, parents, or other stakeholders. Onsite reviews shall also require at least one interview to be conducted with an administrator and a teacher, respectively. Observations and interviews shall be conducted at each site visit. Guidance as to interviews and observations will be provided to the staff conducting the site visits. Provisions in the Community School Contract and the Performance Standards shall be used and assessed at each review.

The Sponsor shall establish procedures and protocols for conducting onsite reviews. Provided however, during the 2020-2021 academic year, onsite reviews may be deemed "onsite" if conducted via video conference when visiting a school utilizing remote learning or hybrid learning due to the Covid-19 pandemic, or if in the Sponsor's discretion an onsite visit cannot reasonably be conducted safely due to social distancing measures to prevent the further spread of Covid-19.

After each onsite review, the Sponsor shall provide the reviewed school with a written onsite visit report that includes at least: (1) the information collected during the visit; (2) a summary of the Sponsor's

findings, which shall include the school's compliance with laws, rules, contractual terms, and the school's progress towards academic performance measures; (3) the school's strengths and areas needing improvement; and (4) the specific steps or timeframes for a sponsored school to take appropriate actions to improve. For each area of improvement identified, the Sponsor shall provide the school with steps and timeframes to make the improvements and request and review status updates regarding the school's improvement efforts.

Performance Monitoring

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

Performance Reports

On an annual basis, the Sponsor shall provide a cumulative performance report to each school it sponsors. The performance report shall summarize the school's fiscal, operational/ organizational, and academic performance. The performance report shall also identify 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, and shall include multiple years of performance data. The performance report shall be discussed with the governing authority of the sponsor school, and the Sponsor will summarize performance over the contract term and state the sponsored school's prospects for renewal.

Intervention

The Sponsor may intervene in a sponsored school's operation for certain material reasons as outlined in Ohio law (R.C. 3314.023(E)) and in the school's contract. Interventions may include, but is are limited to, placing a school on a corrective action plan (CAP) or performance improvement plan (PIP), placing a school on probation, suspending operations of a school, assuming operations of a school, non-renewing a school's contract, or terminating a school's contract.

The sponsor may take informal steps to intervene where, in the Sponsor's discretion, a school has demonstrated "non-material" conditions or violations that require remedy, but can be resolved through open dialogue with the school or through a corrective action plan.

Material conditions that may trigger an intervention and/or corrective actions from the Sponsor include, but are not limited to:

- Violation of the material terms of the Sponsor Contract
- Violation of federal, state, or local laws
- Low or declining academic performance or a failure to meet academic performance standards
- Failure to meet indicators of financial viability or sustainability, mismanagement of public dollars, or financial malfeasance
- Deviation from the education, management, administration, or financial plan(s)

- Threats to the health, safety, or welfare of students, or a failure to secure and retain adequate school facilities
- Failure to meet standards for fiscal management, including failures to correct audit findings or material weaknesses
- Failure to meet state reporting deadlines or inaccurate reporting to the state that is material or cannot be corrected
- Failure to retain sufficient enrollment to remain financially viable
- Substantiated complaints against the School or failure to report conditions that may have a material impact on the School
- Substantiated ethics or conflicts violations, or substantiated violations of Sunshine laws

In most instances, the Sponsor will identify conditions that may trigger interventions through its technical assistances to a school, or after conducting an onsite visit or monthly academic, financial or enrollment review. However, the Sponsor encourages schools to openly dialogue with the Sponsor where a material issue may arise so that the Sponsor can proactively assist the school, if possible, through technical assistance.

The Sponsor shall investigate the conditions that may trigger formal interventions, which shall include evaluating the identified condition, if applicable, verifying the condition, and communicating about the condition with the School, if reasonable. The investigation process will be documented.

Steps and Intervention Action

The Sponsor seeks to utilize corrective action and technical assistance wherever practical I lieu of any permanent intervention measures, except for situations where the severity of the offense, violation, or failure warrants initiating a permanent intervention. Accordingly, when practicable, the Sponsor will utilize a progressive intervention plan.

<p>Step 1: Concern</p>	<p>Conditions that may trigger Status:</p> <p>Low or declining academic performance or expected failure to meet academic performance standards</p> <p>Some violations of federal/state/local laws</p> <p>Issues identified in site visits.</p> <p>Consequences:</p> <p>Notification to the School’s Administrator and Board President.</p> <p>School proposes method for Resolution.</p> <p>Sponsor creates a timeline for improvement.</p>
<p>Step 2: Notice of Breach</p>	<p>Conditions that may trigger Status:</p> <p>Unresolved Step 1 issues.</p> <p>Consequences:</p> <p>Written notification to the Governing Authority and the School’s Administrator and requirement that School prepare a CAP.</p> <p>School proposes CAP.</p>

	<p>Sponsor creates a timeline for improvement. Additional site visits to affirm correction of problem, if necessary.</p>
Step 3: Probation	<p>Conditions that may trigger Status: Unresolved Step 1 or 2 issues. Conditions identified above. Grounds specified in O.R.C. 3314.07.</p> <p>Consequences: Sponsor places School on probationary status pursuant to O.R.C. 3314.073, monitors progress and corrections.</p>
Step 4: Suspension of Operation or Assuming Operation	<p>Conditions that may trigger Status: Unresolved Step 1, 2, or 3 issues. Conditions identified above. Grounds specified in O.R.C. 3314.07.</p> <p>Review of plan to address pursuant to intent to suspend due process procedures, deficiencies, timeframes, benchmarks and decision as to whether to suspend.</p> <p>Consequences: Sponsor suspends operation of the School pursuant to due process procedures in O.R.C. 3314.072.</p>
Step 5: Termination	<p>Conditions that may trigger Status: Unresolved step 1, 2, 3 or 4 issues. Conditions identified above Grounds specified in O.R.C. 3314.07.</p> <p>Consequences: Sponsor terminates the Sponsor Contract pursuant to O.R.C. 3314.07</p>

Timeframes for Monitoring and Measuring Progress and Deadlines for Resolving a Deficiency

The Sponsor shall establish reasonable deadlines and timeframes, except where statutory deadlines exist, for achieving progress and resolving any material deficiency. The Sponsor recognizes that timeframes and deadlines will vary depending on the deficiency and that no policy can foresee nor predict what constitutes a reasonable timeframe for making progress or resolving certain types of deficiencies. The Sponsor shall request and review status updates from the School regarding its progress in resolving the deficiency and document progress or lack thereof.

Consequences for Not Resolving the Deficiency

Consistent with the progressive interventions described above, the School’s failure to resolve a deficiency may result in subsequent step.

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 Sponsor finds that any of the conditions prescribed in division (B)(1) of section 3314.07 of the Revised Code apply to the School, the Sponsor 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 Sponsor may declare the School to be in such status only if it has received from the Governing Authority reasonable assurances to the Sponsor's satisfaction that the Governing Authority can and will take actions necessary to remedy the conditions that have warranted such probationary status. The Sponsor shall monitor the actions taken by the Governing Authority to remedy the conditions that have warranted probationary status, and the Sponsor may take over 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 Sponsor at any time finds that the Governing Authority is no longer able or willing to remedy those conditions to the Sponsor's satisfaction.

Suspension

The Sponsor 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 Sponsor Contract. Such notice shall explain the reasons for the 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 Sponsor a proposal to remedy the conditions cited.

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

If the Sponsor decides to suspend the operation of the School, the Sponsor 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.

Termination

Please refer to the Sponsor's Termination Policy.

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.06 – Intervention; D.07 – Annual Performance Reports

Adopted: 4-18-17 by NCOESC Governing Board

Revised Policy approved by NCOESC Governing Board on: 1-19-21

CONTRACT MODIFICATION POLICY

The sponsor shall ensure that its contract language is consistent with changes in law and performance measures. The sponsor shall engage in a process for reviewing changes in federal and/or state law and rules to determine the need for contract modifications. The sponsor shall also engage in a process for reviewing school data and/or changes in Ohio's achievement reporting to determine the need for modifications to the contract performance measures. The sponsor's review process shall be ongoing, but shall occur at least once per year.

Procedures for Contract Review and Modification

At least once per year, and more often if necessary, the sponsor shall review all contracts, and if necessary in consultation with legal counsel, the sponsor shall craft an appropriate modification to the contract to incorporate any relevant changes to laws affecting community schools or updates to Ohio's accountability systems. The Sponsor shall explain the cause of the modification to all of its sponsored schools. Schools shall be required to provide consent prior to modification of the contract.

If a community school sponsored by the District wishes to change its name, address, grades, assignment of contract, below is a list of rationales that would require a modification to the community school's original contract and the necessary documents to process the requested modification. All documents shall be submitted to the Ohio Department of Education consultant assigned to the school. Additionally, the sponsor shall ensure that a Governing Authority Resolution accompanies the contract modification request.

The following items are required to support a contract modification:

Change of Name

- Sponsor approval i.e., email, letter, etc.
- Copy of School's Governing Authority Resolution approving name change
- W-9 with new name – sponsor submits to Shared Services and sends copy to OCS
- Letter on Letterhead with explanation of name change – sponsor submits to Shared Services and sends copy to OCS
- Copy of Secretary of State's Certification (form 1702) or Articles of Incorporation with name change
- Supplier Information Form – sponsor submits to Shared Services and sends copy to OCS

Adding and Annex

- Copy of a signed and dated school Governing Authority Resolution or Board Minutes verifying the change of location
- Copy of a signed and dated communication on the sponsor's letterhead or Sponsor Resolution or Board Minutes indicating agreement with the change
- Sponsor Assurances for the new facility (at least ten business days prior to the school's opening; if the facility change coincides with a new school year; or prior to instructing students in the new facility; if the change happens after the school has begun)
- Update OEDS

Change of Location

- Copy of School's Governing Authority Resolution verifying the change of location including the new address
- Sponsor Assurances for the new facility (at least ten business days prior to the school's opening, if the facility change coincides with a new school year, or prior to instruction students in the new facility if the change happens after the school year has begun)
- Supplier Information Form – sponsor submits to Shared Services and sends copy to OCS
- Authorization Agreement for Direct Deposit of EFT – sponsor submits to Shared services if banking information has changed
- Letter of explanation on letterhead for change of address – sponsor submits to Shared Services and sends copy to OCS

Academic Calendar/Hours

- Copy of the School's Governing Authority Resolution verifying calendar/hours change
- Revised Education Plan – Calendar/Schedule/Hours Section
- Revised Financial Plan and Financial Summary Plan (FSP), if the change impacts funding
- Updated SOES Profile

Adding Grade(s)

- Copy of School's Governing Authority Resolution
- Revised Education Plan, Curriculum, Instructional Delivery, Characteristic of Students Section, Projected Student Enrollment Chart
- Pupil performance and exit goals
- Updated state mandated tests (e.g., proficiency, achievement, OGT)
- Revised Financial Plan and Financial Summary Plan (FSP)
- Accountability Plan

Enrollment Area

- Copy of School's Governing Authority Resolution
- Revised Educational Plan – Attendance Area Section
- Revised Financial Plan if enrollment increased as a result of the change in enrollment area
- Revised Governance Plan – Admission Standards, including Lottery Language for admission

Governing Authority – Composition Change

- Copy of School's Governing Authority Resolution to revise Governance Plan
- Names of added or deleted members, if applicable

Quality Practices Rubric: C.03 - Contract Amendment and Updates

Adopted: 4-18-17 by NCOESC Governing Board

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RENEWAL OF SPONSORED SCHOOLS

Pursuant to Ohio law, the Sponsor's Governing Board may renew or non-renew a sponsor contract with a sponsored school. This policy explains when the Sponsor may renew or non-renew a sponsored school's contract and explains the procedures to be followed if non-renewal occurs and if any ambiguity or discrepancy exists between this policy and the sponsor contract, the contract will prevail.

Application for Renewal

The Board requires all community schools sponsored by North Central Ohio Educational Service Center 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 documented, systematic renewal process. The process must include:

- a. a defined timeline for renewals
- b. criteria used to evaluate Renewal Applications
- c. a scoring rubric that accounts for a high stakes review that is aligned to the performance framework and includes academic and non-academic measures
- d. clear directions for Renewal Applications and guidance for application.

**Schools must submit a timely renewal application.

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

Completed Applications

Completed Renewal Applications shall be reviewed by the sponsor's staff and renewal committee to determine whether the school is fiscally and operationally viable, has achieved its contractual standards,

and is faithful to the terms of the sponsor contract. The sponsor staff and renewal committee shall provide evidence-based recommendations to the Board regarding contract renewal. Any Renewal Application shall earn a “cut score” of at least seventy-five (75) percent to qualify for renewal.

Criteria for Renewal

The Board may non-renew a sponsored school’s contract 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; or
- d. Other good cause, which may include, but is not limited to the following:
 - 1) unresolved compliance issues;
 - 2) unresolved audit findings;
 - 3) substantiated violations of sunshine laws or ethics laws

Evidence supporting renewal must be provided during the renewal application process. Evidence may include, but is not limited to, the completed Renewal Application, academic performance measures from the sponsor contract, the 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 above.

Procedure for Renewal or Non-Renewal

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

- a. The Sponsor’s staff shall make an evidence-based recommendation to the Board regarding renewal and the board shall pass a resolution of its intent to renew or non-renew the sponsorship contract.
- b. The recommendation shall address the following:
 - 1) The school’s progress toward its academic targets in the contract
 - 2) Any unresolved compliance issues with laws or contractual terms
 - 3) Any unresolved fiscal or operational viability concern
- c. The Sponsor shall notify a community school within fourteen (14) days of proposed non-renewal decision in writing, no later than January 15 of the year the Board intends to non-renew the contract, The notice must include the following:

- 1) The reason(s) for the intended non-renewal with explanation beyond the statutory languages
- 2) The effective date of the non-renewal;
- 3) 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
- 4) The request to appear must be made within fourteen (14) days of receiving the request, in writing.
- 5) The informal hearing shall be held within fourteen (14) days of the Sponsor's receipt of a request for the hearing.
- 6) No later than fourteen (14) days after the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to non-renew the contract.
- 7) 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 nonrenew the contract; or (b) the effective date of the nonrenewal specified in the notification of nonrenewal.
- 8) The Sponsor 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

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TERMINATION

Pursuant to Ohio law, the Sponsor's Governing Board 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 if any ambiguity or discrepancy exists between this policy and the sponsor contract, the contract will 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
- f. The school has material uncorrected risks (e.g. no facility contract defaults with vendor ongoing lack of competent leadership)

Based on quality practices, the Board includes within the criteria for termination: 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 Sponsor 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
 - 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 Sponsor's Governing Board 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

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CLOSURE PROCESS

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

The Board shall follow the closing guidance and procedures described in the Ohio Department of Education's "Community School Suspension and Closing Procedures", effective July 1, 2010, updated May 2018, and any successors to said document ("Closing Guidance"). The closing guidance and sponsor's supplemental closing procedures shall clearly state the responsibilities of the sponsor, the school and its staff, operator, if any and its fiscal operator.

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, and its obligation to monitor, oversee, and provide technical assistance and complete quarterly reports.

In addition to Closing Guidance, the District further requires compliance with the following:

Notification of Parents

The Board directs the Superintendent & Director of Community Schools 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 and shall be sent within two weeks of the final decision to close per resolution of the sponsor.

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 overseeing and monitoring 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

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**NORTH CENTRAL OHIO EDUCATIONAL SERVICE CENTER
CLOSURE GUIDANCE DOCUMENT**

**(USED IN CONJUNCTION WITH POLICY 014 CLOSURE PROCESS AND
THE OHIO DEPARTMENT OF EDUCATION'S CLOSING ASSURANCES)**

In order to avoid unnecessary disruptions that may result from the closure of a community school, The North Central Ohio Educational Service Center recognizes the importance of having a plan of action in place for such occasions. This is especially true when a school closes because it experiences financial difficulties or closes prior to the end of the school year. The following plan of action will be instituted whenever a community school closes.

Each school closure is unique, which will result in variations in the actions that will need to be taken to ensure a smooth transition for the students, employees, creditors and the school's community. Because of the number of variables involved in such situations, the details and the timing of the plan of action may be varied for good cause with the approval of the NCOESC Superintendent and NCOESC Chief Fiscal Officer.

Whenever it becomes evident that a community school is experiencing financial difficulties, the Director of Community Schools for NCOESC will contact the School and the school's Governing Board President to obtain all necessary information to provide intervention or to prepare for closure of the school, whichever is appropriate.

In cases where the school will close before the end of the school year, the NCOESC Director of Community Schools will provide and review with the school's administration and Governing Board the current version of the "Ohio Department of Education's Community School Suspension and Closing procedures" ("ODE's Procedures"). The Director of Community Schools in collaboration with the Governing Board President and school leaders will determine roles and responsibilities and which of the required steps school officials will not be able to complete.

Within twenty-four hours of initial communication with the school regarding closure, the Director of Community Schools will determine what services may be required to aid in the closure of the school. If there are any steps the school personnel or current treasurer is unable or unwilling to undertake to fulfill the requirements to close, the North Central Ohio ESC will determine the action steps necessary to ensure that the requirements are met. The Director of Community Schools will make a recommendation to the Superintendent/CEO and the Chief Fiscal Officer of the NCOESC as to whether NCOESC should act as a receiver or seek appointment of a receiver to oversee the closing of the financial records and to distribute the assets of the school if the school does not retain a treasurer to oversee its remaining financial activity.

To the extent that the school is willing and able to complete all of the steps necessary to close the school, the Director of Community Schools will monitor the progress of the closure and facilitate the action steps identified in completing the closure.

The Director of Community Schools will provide support in notifying the parents, the staff and ODE that the school will close within 24 hours of action being taken to close the school. If the school is unwilling/unable to make such communications, NCOESC will communicate with the parents, staff and ODE unilaterally. The NCOESC will assist the school in organizing a school fair if, necessary and provide parents with options. The NCOESC Director of Community Schools and CFO will take possession of and secure the school records, property and assets immediately upon the suspension or closure of the school.

NCOESC will oversee distribution of records to student's home districts, if the school has not already transferred student records and retain all other records in accordance with proper records retention laws. If the school has not transferred its records, property and assets requested to the NCOESC CFO within 30 days, NCOESC will consult with legal counsel to determine the best course of action to obtain possession of the same, including but not limited to possible legal action.

The North Central Ohio ESC will submit the required closing assurances to ODE within the required timelines following the closing of the school and the disposition of the school's funds and assets.