

Ohio Digital Learning School

Meeting Agenda

March 25, 2026

10:00 AM

1745 Indian Wood Circle

Maumee, Ohio 43537

Zoom link:

<https://us02web.zoom.us/j/81425972078?pwd=euykKhsSBPqNWopXtoaDo2JASrP7sl.1>

Meeting ID: 814 2597 2078

Passcode: 209285

I. Call to Order

II. Roll Call

Board Members:

- Chris Canova, President
- Chelsea Whetsel, Vice President
- Gregory Fockler, Treasurer
- Tiffany Morrissey, Secretary
- Jasmine Smith, Director

Other Attendees:

- Laura Houghton, *Operations Manager*
- Brian Powderly, *Executive Director*
- Theresa Bourgeois, *EMIS and Title I Coordinator*
- Angie Day, *ODLS Principal*
- Erin Ramsey, *ODLS Academic Administrator of Special Programs*
- Todd McIntire, *PVP, Stride*
- Derek Schult, *Finance Manager, Stride*
- Lisa Zyriek, *Stride*
- Dawn Cummings, *Fiscal Officer*
- Becky Enz, Esq., *Board Legal Counsel*
- Kristin Pallitta, *OCCS*
- Tony Cardinal, *OCCS*
- Kaileigh Poe, *ODLS Office Administrator*
- Josh Goodall, *ODLS Assistant Academic Administrator*

III. Public Comment

IV. Review of Agenda

V. Action and Discussion Items

A. Approval of Minutes of Prior Meeting

RESOLVED, that the Board of Directors approves the minutes of the meeting of February 18, 2026, as presented.

Motion: _____ Second: _____
Ayes: _____ Opposed: _____

B. Financial Report

- **Federal Subgrant Expenditures**

RESOLVED, that the Board of Directors approves the financial update, bank reconciliation, and payment to Stride K12 as presented, including approval of federal subgrant expenditures.

Motion: _____ Second: _____
Ayes: _____ Opposed: _____

C. Fiscal Officer Waiver

WHEREAS, pursuant to ORC 3314.011(A), every community school is required to have a designated fiscal officer employed or engaged by the governing authority;

WHEREAS, ORC 3314.011(D)(1) allows the governing authority to waive the requirement that the governing authority be the party responsible for employing or contracting with the fiscal officer for a one-year period;

THEREFORE BE IT RESOLVED, the governing authority waives the requirement to contract or employ the fiscal officer and designates Dawn Cummings as fiscal officer for the 2026-2027 school year, subject to sponsor approval.

Motion: _____ Second: _____
Ayes: _____ Opposed: _____

D. Head of School Report

- **Number of Suspensions and Expulsions**
- **Staffing Updates**

RESOLVED, that the Board of Directors accepts the state of the school report as presented, including the number of suspensions and expulsions.

Motion: _____ Second: _____
Ayes: _____ Opposed: _____

E. Policy Approval

RESOLVED, the Board of Directors approves and adopts the following policies as presented:

- **Technology & Internet Safety Policy**
- **Artificial Intelligence Policy**
- **Imitation Protein Policy**

Motion: _____ Second: _____
Ayes: _____ Opposed: _____

F. Admission Enrollment Residency Policy Revision Discussion

G. Sponsor Contract Modification

RESOLVED, that the Board of Directors hereby approves and adopts the sponsor contract modification and authorizes the Board President to sign said modification pending legal counsel review.

Motion: _____ Second: _____
Ayes: _____ Opposed: _____

H. Board Membership Discussion

VI. Informational Reports

A. Legal Update

- **Sunshine Law Training**

B. Sponsor Update

C. Stride Update

VIII. Confirmation of Next Meeting: Date: April 22, 2026
Time: 10:00 AM
Location: 1745 Indian Wood Circle
Suite 110
Maumee, Ohio 43537

IX. Adjournment

Motion: _____ Second: _____

Ohio Digital Learning School

Meeting Minutes

January 28, 2026

10:00 AM

1745 Indian Wood Circle

Maumee, Ohio 43537

Zoom link:

<https://us02web.zoom.us/j/81425972078?pwd=euykKhsSBPqNWopXtoaDo2JASrP7sl.1>

Meeting ID: 814 2597 2078

Passcode: 209285

I. Call to Order

The meeting was called to order at 10:10 AM.

II. Roll Call

Board Members Present:

Chelsea Whetsel, Vice President

Tiffany Morrissey, Secretary

Jasmine Smith, Director

Board Members Absent:

Chris Canova, President

Gregory Fockler, Treasurer

A quorum was established with three out of five board members present.

Other Attendees:

Laura Houghton, *Operations Manager*

Brian Powderly, *Executive Director*

Angie Day, *ODLS Principal*

Erin Ramsey, *ODLS Academic Administrator of Special Programs*

Todd McIntire, *PVP, Stride*

Derek Schult, *Finance Manager, Stride*

Lisa Zyriek, *Stride*

Becky Enz, Esq., *Board Legal Counsel*

Kristin Pallitta, *OCCS*

Tony Cardinal, *OCCS*

Kaleigh Poe, *ODLS Office Administrator*

Josh Goodall, *ODLS Assistant Academic Administrator*

III. Public Comment

None.

IV. Review of Agenda

V. Action and Discussion Items

A. Approval of Minutes of Prior Meeting

The Board reviewed the meeting minutes; no modifications were requested.

26-08 RESOLVED, that the Board of Directors approves the minutes of the meeting of January 28, 2026, as presented.

Motion: Ms. Morrissey Second: Ms. Smith
Ayes: 3 Nays: 0

B. Financial Report

- **Federal Subgrant Expenditures**

Mr. Schult presented the financial report as of January 31, 2026, and discussed the current forecast as compared to the prior forecast, changes in expenses, and reviewed funding and federal funds. He noted that the audit is almost finalized.

26-09 RESOLVED, that the Board of Directors approves the financial update, and bank reconciliation, and a payment to Stride K12 as presented, including approval of federal subgrant expenditures.

Motion: Ms. Smith Second: Ms. Whetsel
Ayes: 3 Nays: 0

C. Head of School Report

- **Number of Suspensions and Expulsions**
- **Staffing Updates**

Mr. Powderly presented the school report and discussed enrollment, upcoming cohorts, testing dates, and graduation. He reported zero suspensions and expulsions. He spoke about a potential request for a change in admission age based on the law change.

26-10 RESOLVED, that the Board of Directors accepts the state of the school report as presented, including the number of suspensions and expulsions.

Motion: Ms. Morrissey Second: Ms. Smith
Ayes: 3 Nays: 0

D. 2026-2027 School Calendar

Ms. Houghton presented the 2026-2027 school calendar.

26-11 RESOLVED, the Board of Directors approves and adopts the 2026-2027 School Calendar as presented.

Motion: Ms. Morrissey Second: Ms. Whetsel
Ayes: 3 Nays: 0

E. Admission Enrollment Residency Policy Revision Discussion

Mr. Powderly discussed the potential revisions to the Admission Enrollment and Residency Policy during the Head of the School report.

F. Attendance Policy and Work Session Approval

A public work session was held for the collaboration on the development of the Attendance, Truancy, and Automatic Withdrawal Policy. An opportunity for public input was provided. Ms. Enz discussed the Attendance, Truancy, and Automatic Withdrawal Policy. Ms. Houghton expressed excitement over the changes. The school will begin notification procedures when a student reaches 46 hours of missed instructional time.

26-12 RESOLVED, the Board of Directors held a public work session during which local agencies, community members, and parents/ guardians were invited to collaborate on the Attendance, Truancy, and Automatic Withdrawal Policy;

THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves and adopts the revised Attendance, Truancy, and Automatic Withdrawal Policy as discussed.

Motion: Ms. Smith Second: Ms. Morrissey
Ayes: 3 Nays: 0

G. Board Membership Discussion

The Board will begin recruiting potential members.

VI. Informational Report

A. Legal Update

- **Ohio Ethics Commission Financial Disclosure Statement Discussion-Indefinite Deferral**
- **Sunshine Law Training**

Ms. Enz presented the legal update and discussed the Indefinite Deferral Ohio Ethics Commission Financial Disclosure Statement. The Board noted that because the Ohio Ethics Commission decided to indefinitely set aside the requirement that community school governing authority members file financial disclosure statements any conditional resignations did not take effect and all board members remain in office.

B. Sponsor Update

- **FY2025 Progress Report**

Ms. Pallitta presented the sponsor update and discussed the upcoming charter contract modifications and the OCCS scholarship.

C. Stride Update

Mr. McIntire presented the Stride update and discussed enrollment and systems transitions.

VII. Confirmation of Next Meeting:

Date: March 25, 2026

Time: 10:00 AM

Location: 1745 Indian Wood Circle
Suite 110
Maumee, Ohio 43537

VIII. Adjournment: 11:04 AM
Motion: Ms. Morrissey Second: Ms. Smith
Ayes: 3 Nays: 0

Approved by the Board of Directors of Ohio Digital Learning School on _____.

Board President/Secretary



**Ohio Digital
Learning School
by k12™**

Board Presentation

February 2026 Financials



Board Financial Action Items

- Approve Payment to K12 - \$1,000,000
- Approve February 2026 Bank Reconciliation

Deadlines/Updates

- FY25 Audit complete

Financial Summary

	Current Forecast	Previous Forecast	Variance Higher/(Lower)	% Change
Average Enrollment	1,166	1,211	(45)	-4%
Total Revenue	\$ 8,760,425	\$ 6,989,135	\$ 1,771,291	25%
Total Expenses	9,600,137	9,309,013	291,125	3%
Deficit Prior to K12 Credit	\$ (839,712)	\$(2,319,878)	\$ 1,480,166	-64%

Current vs. Prior Forecast

	Current Forecast	Previous Forecast	Variance Higher/(Lower)	% Change
Average Enrollment	1,166	1,211	(45)	-4%
Total Funding	\$ 8,760,425	\$ 6,989,135	\$ 1,771,291	25%
Teacher Expenses	3,195,743	3,166,241	29,502	1%
Student Expenses	3,371,326	3,556,866	(185,540)	-5%
Student and Family Services Expenses	58,313	51,313	7,000	14%
Administration & Governance Expenses	2,252,865	1,936,693	316,172	16%
Technology Expenses	613,198	489,207	123,990	25%
Insurance/Facilities/Other Expenses	108,693	108,693	-	0%
Total Expenses	9,600,137	9,309,013	291,125	3%
Deficit Prior to K12 Credit	\$ (839,712)	\$ (2,319,878)	\$ 1,480,166	-64%

Revenue/Funding	Hybrid and CTE funding received.
Teacher Expenses	Addition of instructional coach and tutoring stipends.
Student Expenses	Decreasing along with enrollment.
Student & Family Services	Slight increase in related services.
Admin. & Governance	Increasing along with funding.
Technology	Increasing along with funding.
Insurance/Facilities	No changes.



Current Forecast vs. Prior Year

	Current Year Forecast	Prior Year Actuals	Variance Higher/(Lower)	% Change
Average Enrollment	1,166	1,576	(411)	-26%
Total Funding	\$ 8,760,425	\$ 10,037,375	\$ (1,276,949)	-13%
Teacher Expenses	3,195,743	3,113,340	82,403	3%
Student Expenses	3,371,326	4,260,698	(889,372)	-21%
Student and Family Services Expenses	58,313	152,273	(93,960)	-62%
Administration & Governance Expenses	2,252,865	2,477,504	(224,639)	-9%
Technology Expenses	613,198	702,589	(89,391)	-13%
Insurance/Facilities/Other Expenses	108,693	105,519	3,173	3%
Total Expenses	9,600,137	10,811,923	(1,211,786)	-11%
Deficit Prior to K12 Credit	\$ (839,712)	\$ (774,549)	\$ (65,163)	8%

Revenue/Funding	Decrease in capture and enrollment. Current year includes hybrid funding and CTE funding.
Teacher Expenses	Net of three new grant funded positions and removal of IDEA caseload stipends.
Student Expenses	Decrease in testing, curriculum delivery, instructional materials and computers expenses.
Student & Family Services	Decrease in related services due to in-house psychologist.
Admin. & Governance	Decrease in management and oversight fees.
Technology	Decreased along with funding.
Insurance/Facilities	Slight increase in general liability insurance.



Balance Sheet

FY25 6/30/2025		FY26 2/28/2026	FY26 1/31/2026	Change vs. Previous Month	Change vs. Previous Year
<u>ASSETS</u>					
\$ 1,150,309	Cash	\$ 1,335,616	\$ 1,168,142	\$ 167,474	\$ 185,308
\$ 1,362,625	Accounts Receivable	\$ 592,126	\$ 96,255	\$ 495,871	\$ (770,499)
\$ 23,013	Prepaid Assets	\$ 265,164	\$ 262,996	\$ 2,168	\$ 242,151
\$ 2,535,947	Total Assets	\$ 2,192,906	\$ 1,527,393	\$ 665,513	\$ (343,041)
<u>LIABILITIES</u>					
\$ 1,837,029	Accounts Payable	\$ 1,856,847	\$ 2,022,946	\$ (166,099)	\$ 19,818
\$ 572,459	Other Current Liabilities	\$ 1,379,541	\$ 654,575	\$ 724,966	\$ 807,083
\$ 2,409,487	Total Liabilities	\$ 3,236,388	\$ 2,677,521	\$ 558,868	\$ 826,901
<u>EQUITY</u>					
\$ -	Retained Earnings	\$ -	\$ -	\$ -	\$ -
\$ 126,459	Net Income	\$ (1,043,482)	\$ (1,150,128)	\$ 106,645	\$ (1,169,942)
\$ 126,459	Total Equity	\$ (1,043,482)	\$ (1,150,128)	\$ 106,645	\$ (1,169,942)
\$ 2,535,947	Total Equity & Liabilities	\$ 2,192,906	\$ 1,527,393	\$ 665,513	\$ (343,041)

Accounts Receivable	Accruals for Basic & SPED, and federal funding.
Prepaid Assets	Rent, expenses for related services, liability insurance, and K12 expenses.
Accounts Payable	Mostly K12 charges.
Other Current Liabilities	K12 accruals for OLS, computers, and materials. Also includes an accrual for related services.



Cash Flow Summary

	Actual Jul-25	Actual Aug-25	Actual Sep-25	Actual Oct-25	Actual Nov-25	Actual Dec-25
Beginning Cash Balance	\$ 1,150,309	\$ 1,538,045	\$ 1,975,303	\$ 1,301,416	\$ 941,141	\$ 2,010,296
Federal/State Funding	706,609	767,960	732,293	267,146	1,442,147	475,164
Other Income/Advance	36	46	50	30	40	54
Payments - Non-K12	(318,909)	(330,748)	(406,231)	(377,451)	(273,032)	(331,919)
Payments - K12	-	-	(1,000,000)	(250,000)	(100,000)	(100,000)
Ending Cash Balance	\$ 1,538,045	\$ 1,975,303	\$ 1,301,416	\$ 941,141	\$ 2,010,296	\$ 2,053,595

	Actual Jan-26	Actual Feb-26	Budget Mar-26	Budget Apr-26	Budget May-26	Budget Jun-26
Beginning Cash Balance	\$ 2,053,595	\$ 1,168,142	\$ 1,335,648	\$ 885,358	\$ 799,135	\$ 721,779
Federal/State Funding	433,923	948,158	980,408	1,100,880	1,100,883	1,107,014
Other Income/Advance	51	32	40	27	24	22
Payments - Non-K12	(319,427)	(280,684)	(430,738)	(437,131)	(428,263)	(446,024)
Payments - K12	(1,000,000)	(500,000)	(1,000,000)	(750,000)	(750,000)	(600,000)
Ending Cash Balance	\$ 1,168,142	\$ 1,335,648	\$ 885,358	\$ 799,135	\$ 721,779	\$ 782,791

K12 Payment request of \$1,000,000 for March 2026 Board Approval



Federal Funds Summary

Program Name	Grant Year	Available Funding	Expenses Incurred YTD	Remaining Balance	Percentage Remaining	Funds Requested
Title I-A Improving Basic Programs	2026	253,974	90,834	163,140	64%	60,668
Title I - NC Supplemental School Improvement	2026	259,213	62,660	196,553	76%	42,508
Title II-A Supporting Effective Instruction	2026	50,698	6,945	43,753	86%	-
Title IV-A Student Support and Academic	2026	22,415	2,950	19,465	87%	2,044
IDEA-B Special Education	2026	257,723	152,414	105,308	41%	105,553
Expanding Opportunities for Each Child	2026	114,969	3,000	111,969	97%	3,000
Stronger Connections Grant	2026	7,128	-	7,128	100%	-
Grand Total		\$966,120	\$ 318,803	\$647,317	67%	\$213,773



OHIO DIGITAL LEARNING SCHOOL
 1745 INDIAN WOOD CIR STE 110
 MAUMEE OH 43537-4061

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 contact us at:

1-800-480-2001

www.huntington.com/
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Huntington Unlimited Plus Checking

Account: -----6590

Statement Activity From: 02/01/26 to 02/28/26		Beginning Balance	\$1,188,110.88
Days in Statement Period 28		Credits (+)	921,196.79
Average Ledger Balance* 1,373,904.22		Electronic Deposits	921,165.17
Average Collected Balance* 1,373,904.22		Interest Earned	31.62
* The above balances correspond to the service charge cycle for this account.		Debits (-)	762,198.16
		Regular Checks Paid	28,114.95
		Electronic Withdrawals	234,083.21
		Other Debits	500,000.00
		Total Service Charges (-)	115.00
		Ending Balance	\$1,346,994.51

Average Percentage Yield Earned this period 0.030%
 Interest paid last year \$482.03

Other Credits (+)

Account:-----6590

Date	Amount	Description
02/13	921,165.17	STATE OF OHIO MAINT/WARR 021326 EDU0107778584 EDU01*COM0266726***NOTE: SCHOOL FINANCE PAYMENT - INVOICE #0266726 IRN 017643\
02/27	31.62	INTEREST PAYMENT

Checks (-)

Account:-----6590

Date	Amount	Check #	Date	Amount	Check #
02/13	6,781.25	12988	02/04	106.73	13205
02/02	193.90	13078*	02/11	200.00	13206
02/02	225.00	13134*	02/10	276.77	13207
02/10	206.22	13175*	02/04	60.00	13208
02/23	150.56	13180*	02/05	47.50	13210*
02/02	225.00	13190*	02/23	1,041.29	13212*
02/18	1,964.50	13193*	02/19	62.87	13215*
02/02	142.00	13195*	02/23	220.00	13216
02/02	3,705.00	13196	02/27	2,911.66	13217
02/06	982.86	13197	02/25	2,520.00	13218
02/12	4,260.00	13201*	02/23	200.00	13219
02/03	100.00	13202	02/26	853.84	13220
02/18	300.00	13203	02/26	83.00	13221
02/05	200.00	13204	02/24	95.00	13224*

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(* Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

Other Debits (-)

Account:-----6590

Date	Amount	Description
02/05	943.70	NITEL NITEL ST-W1D1R6B9Z0T5
02/06	184.04	LEASE SERVICES ACH PYMTS 260206 100-5360491-002
02/06	105,934.74	ASF, DBA Insperi PAYROLL 260205 0004547200
02/10	82.18	OHIO BUSINESS MA OHIO BUSIN ID25Q9RDFV
02/11	1,445.06	ESERS WEB ACH CONTRIBUTE 260211 000000000621203
02/12	9,080.93	State Teachers R EDDP151019 310055 D448
02/18	500,000.00	ACH SETTLMT REL DATE_FUND HNB HVACH OHIO DIGI
02/20	105,748.16	ASF, DBA Insperi PAYROLL 260219 0004547200
02/25	1,445.06	ESERS WEB ACH CONTRIBUTE 260225 000000000623753
02/26	9,219.34	State Teachers R EDDP151019 311369 D448

Service Charge Detail

Account:-----6590

Date	Service Charge (-)	Waives and Discounts (+)	Description
02/18	53.00		FRAUD PROTECTION SERVICE FEES
02/18	35.00		ONLINE PAYMENT CENTER FEES
02/18	27.00		STOP PAYMENT
02/18	40.00		MONTHLY SERVICE FEE
02/18		40.00	TOTAL RELATIONSHIP SERVICE FEE WAIVE

Service Charge Summary

Account:-----6590

Previous Month Service Charges (-)	\$155.00
Credits - Previous Month Charges (+)	40.00
Net Service Charges	\$115.00
Total Service Charges (-)	\$115.00

Balance Activity

Account:-----6590

Date	Balance	Date	Balance	Date	Balance
01/31	1,188,110.88	02/10	1,074,495.24	02/20	1,365,702.64
02/02	1,183,619.98	02/11	1,072,850.18	02/23	1,364,090.79
02/03	1,183,519.98	02/12	1,059,509.25	02/24	1,363,995.79
02/04	1,183,353.25	02/13	1,973,893.17	02/25	1,360,030.73
02/05	1,182,162.05	02/18	1,471,513.67	02/26	1,349,874.55
02/06	1,075,060.41	02/19	1,471,450.80	02/27	1,346,994.51

In the Event of Errors or Questions Concerning Electronic Fund Transfers (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

Verification of Electronic Deposits If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

Balancing Your Statement - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.

Ohio Digital Learning School

Actuals for the Month

FY 2025-2026

February 2026

Funding Sources

Basic Formula Funding - K-8 and HS	\$	707,880
Special Education Funding - K-8 and HS	\$	146,643
Other State Unrestricted Funds	\$	33,640
State Restricted Funds - Non-SPED	\$	17,826
State Restricted Funds - SPED	\$	-
Federal - Title Funds	\$	33,122
Federal - IDEA Funds	\$	19,926
Other Federal Funds	\$	-
Other Funding/Inc - Included in M&T base	\$	-
Other Funding/Inc - Non M&T Base	\$	51
Interest Income / Other	\$	-
Total Funding	\$	959,087

Instruction - Teachers

Salary - Regular	\$	86,406
Salary - Special Ed	\$	55,211
Salary - ICs / Advisors / Counselors	\$	21,277
Salary - Title	\$	-
Salary - Other	\$	6,462
Stipends	\$	-
Salary - Part-Time Special	\$	-
Salary - Part-Time ICs / Advisors / Counselors	\$	-
Benefits	\$	82,642
Bonus	\$	7,787
Travel	\$	683
Phone	\$	649
K12 Instructional Materials	\$	-
K12 Curriculum Delivery	\$	19,220
K12 Charges-3rd Party Teacher	\$	75
Teacher Laptops	\$	-
Non-Instructional Materials & Supplies	\$	163
Conf., Teacher Training & Prof. Dev.	\$	560
Printing, Mailing, Postage	\$	83
Tuition reimb.	\$	-
ISP	\$	450
Other	\$	219
Total Instruction - Teachers	\$	281,888

Instruction - Students

Proctored Exams & Test Administration	\$	7,680
K12 Curriculum Delivery	\$	159,950
K12 Instructional Materials	\$	1,815
K12 Computer, Peripherals, & Software	\$	93,429
ISP	\$	-
Sales Tax	\$	-
K12 Charges Other	\$	50
Other	\$	4,443
Total Instruction - Students	\$	267,366

Student and Family Services

Special Ed Contracted Svcs & Other Related Exp.	\$	1,220
Field Trips	\$	-
Hybrid Program	\$	-
School Events	\$	-
Annual School Reports	\$	-
School Premiums	\$	-
Non-K12 Other	\$	-
Total Student and Family Services	\$	1,220

School Administration & Governance

Educational Services	\$	143,855
Oversight/Sponsor Fee	\$	41,891
Legal Services	\$	-
Payroll Services	\$	11,161
Auditing - External	\$	-
Board Development & Training	\$	125
Administrator Travel	\$	-
Administrator Phone	\$	-
Admin Computer, Peripherals, & Software	\$	-
Non-K12 Administrative Staff Salaries	\$	29,494
Non-K12 Administrative Staff Benefits	\$	11,735
Non-K12 Administrative Staff Bonus	\$	1,735
Consultants	\$	-
Temporary employees	\$	-
Non-K12 Other	\$	907
Total School Administration & Governance	\$	240,905

Technology

Technology Services	\$	67,133
Non-K12 Other	\$	-
Total Technology	\$	67,133

Insurance / Facilities / Other

Rent	\$	2,912
Maintenance/Repair Facility	\$	-
Water & Electric	\$	-
Telephone	\$	392
Internet Connection	\$	944
Conference calls	\$	-

Copier / Fax Lease	\$	266
Outside Copying	\$	-
Office Postage and Shipping	\$	(262)
Office supplies and equipment	\$	-
Computer equip. & installation	\$	-
General Liability Insurance	\$	(10,399)
Bank fees	\$	78
Depreciation	\$	-
Other	\$	-
Total Insurance / Facilities / Other	\$	(6,070)
Total School Expenditures This Period	\$	852,442
Surplus (Deficit) This Period	\$	106,645

Ohio Digital Learning School
Board Meeting

MARCH 25, 2026

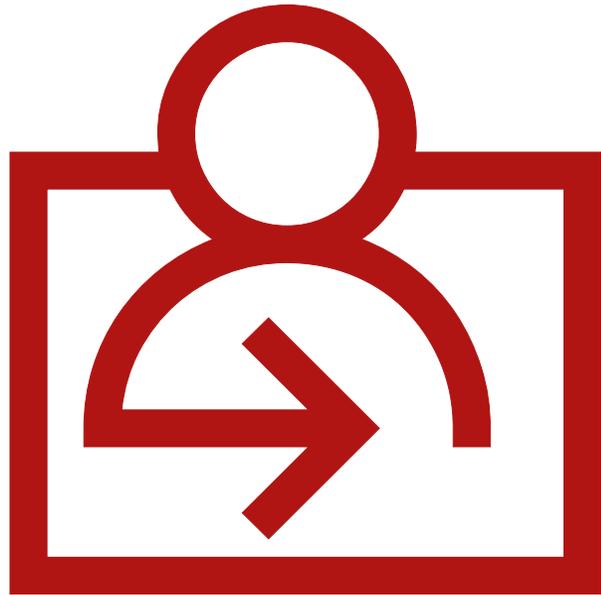


March cohorts
total=216

Enrollment:
1129



Suspensions and Expulsions 0



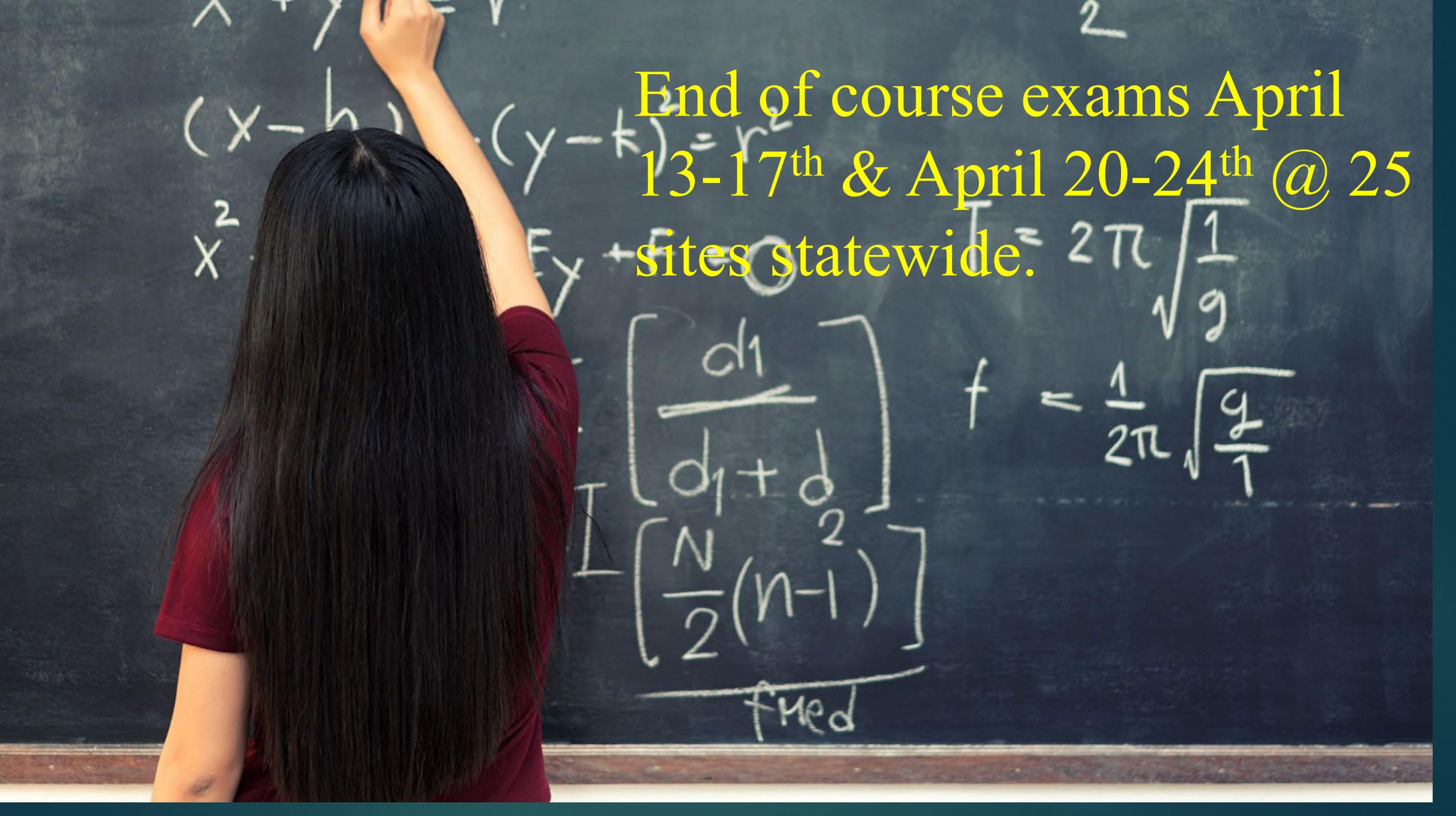
What's important now?

Surveyed our at-risk students who were interested in more academic help...responses were positive. Designed “after school” tutoring to supplement their needs.

ODLS WIN PROGRAM

TITLE 1 GRANT FUNDS/FOCUS ON COURSEWORK & SUPPLEMENTAL FOUNDATIONAL SKILLS

End of course exams April
13-17th & April 20-24th @ 25
sites statewide.

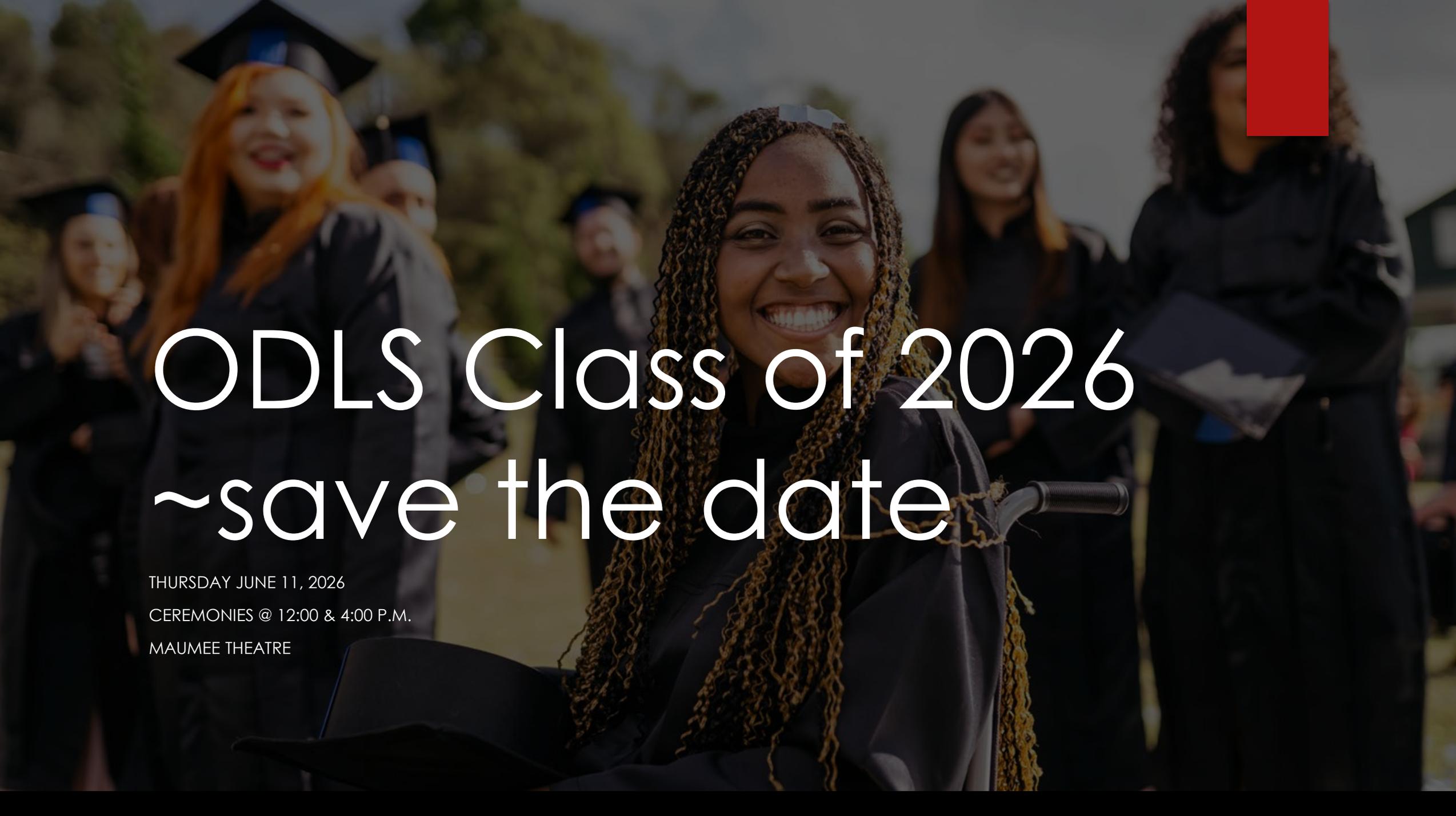


The chalkboard contains the following mathematical content:

- Top left: $x^2 + y^2 = r^2$
- Top middle: $(x-h)^2 + (y-k)^2 = r^2$
- Top right: $T = 2\pi \sqrt{\frac{1}{g}}$
- Middle left: $x^2 + Fy + F = 0$
- Middle right: $f = \frac{1}{2\pi} \sqrt{\frac{g}{l}}$
- Bottom center: $I \left[\frac{d_1}{d_1 + d_2} \right]$ and $\left[\frac{N}{2} (n-1) \right]$ with f_{med} written below.

ODLS Social Studies teacher Susan Rife-Roark met with her legislator & has arranged a field trip to tour the state house with ODLS students.





ODLS Class of 2026

~save the date

THURSDAY JUNE 11, 2026

CEREMONIES @ 12:00 & 4:00 P.M.

MAUMEE THEATRE

Technology ~~(including Artificial Intelligence)~~ & Internet Safety Policy

The use of technology and computer resources at the School is a revocable privilege. Users who fail to abide by this policy may be ineligible to use the School's computer facilities and may be subject to additional disciplinary action.

The School reserves the right to monitor and log technology use, to monitor file server space utilization by users, and examine specific network usage.

Students are expected to use the technology available at the School in a manner appropriate to the School's academic and moral goals. Technology includes, but is not limited to, cellular telephones, beepers, pagers, radios, CD/MP3/DVD players, video recorders, video games, personal data devices, computers, other hardware, electronic devices, software, Internet, e-mail, artificial intelligence (AI) and all other similar networks and devices. Obscene, pornographic, threatening, or other inappropriate use of Technology, including, but not limited to, AI, e-mail, instant messaging, web pages, and the use of hardware and/or software which disrupts or interferes with the safety and welfare of the School community, is prohibited, even if such uses take place after or off School property.

It is the policy of the School to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications. Inappropriate material includes visual depictions that are obscene, child pornography, or harmful to minors. ; (b) prevent unauthorized access and other unlawful online activity and damage to school resources; (c) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act (CIPA).

Unacceptable uses of Technology/Internet include but are not limited to:

1. Violating the conditions of federal and Ohio law dealing with students and employees' rights to privacy. Trespassing in others' folders, work, or files; copying other people's work or attempting to intrude onto other people's files; using other users' e-mail addresses and passwords.
2. Using profanity, obscenity or other language which may be offensive to another user; sending messages with derogatory or inflammatory remarks about an individual's race, sex, age, disability, religion, national origin or physical attributes via the Internet or Technology; bullying, insulting, intimidating, or attacking others; transmitting any material in violation of federal or state law. This behavior is punishable both on and off campus.

3. Obtaining, viewing, downloading, transmitting, disseminating or otherwise gaining access to profanity, obscenity, abusive, pornographic, and/ or impolite language or materials, accessing materials in violation of the Student Code of Conduct. A good rule to follow is to never view, send or access materials that you would not want your instructors and parents to see. Should a student encounter any inappropriate materials by accident, he/she should report it to their instructors immediately.
4. Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware. You are required to strictly comply with all licensing agreements relating to any software. All copyright laws must be respected.
5. Plagiarizing works through the Internet or other Technology. Plagiarism is taking ideas of others and presenting them as if they were original to the user.
6. Use of AI in a manner that violates any portion of this policy, [the Artificial Intelligence Policy](#), or the academic integrity policies of the School and/or classroom policies. ~~This includes but is not limited to the following:~~
 - ~~a. Cheating: Students may not use AI tools for tests, assignments, or examinations in a manner which may be considered cheating. This includes, but is not limited to, the use of AI tools that complete and/or write the assignment for the student. Students must have teacher permission prior to using AI for any test, assignment, or examination.~~
 - ~~b. Disruption: Students may not use any AI tools that may disrupt the classroom experience, for example chatbots.~~
 - ~~c. Misrepresentation: Students may not use AI tools to impersonate school staff or create fake profiles for use in the school setting.~~
 - ~~d. Privacy: Students may not use AI to monitor others via the application or to invade the privacy of others.~~
7. Damaging Technology devices, computers, computer systems or computer networks (for example, by the creation, introduction or spreading of computer viruses, physically abusing hardware, altering source codes or software settings, etc.).

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8. Using the Technology or the Internet for commercial purposes or activities, which is defined as offering or providing goods or services or purchasing goods or services for personal use, and includes, but is not limited to, the following:
 - a. any activity that requires an exchange of money and/or credit card numbers;
 - b. any activity that requires entry into an area of service for which the School will be charged a fee;
 - c. any purchase or sale of any kind; and
 - d. any use for product advertisement ~~or political lobbying.~~
9. Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users.
10. Malicious uses of technology through hate mail, harassment, profanity, vulgar statements, or discriminating remarks.
11. Neither the Internet nor any other Technology may be used for any purpose which is illegal or against the School's policies or contrary to the School's mission or best interests.

All users are expected to be responsible, courteous and thoughtful when using Technology and the Internet. Common sense should prevail. The use of the School computer network system should be in support of education and research, consistent with the educational mission or objectives of the School and in accordance with federal law, Ohio law and the Student Code of Conduct.

Students have no expectation of privacy with respect to the use of Technology, the Internet, intranet, e-mail or other technology-based communication methods. Maintenance and monitoring of the School network system may lead to the discovery that a student has or is violating School policy or the law. Violations of School policy, the Student Code of Conduct or the law may result in severe penalties, up to and including expulsion.

The School makes no warranties of any kind; either expressed or implied, that the functions or the services provided by or through the School technology system will be error-free or without defect. The School will not be responsible for any damage users may suffer, including but not limited to, loss of data, interruptions of service, or computer viruses. The School is not responsible for the accuracy or quality of the information obtained through or stored on the School system. The School will not be responsible for financial obligations arising through the authorized use of the system.

Technology ~~(including Artificial Intelligence)~~ & Internet Safety Policy _____

User Acknowledgment

The user also acknowledges and agrees that he/she is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and /or appropriate legal action.

The user must also know and further agrees that:

1. Should the user transfer a file, shareware, or software that infects the technology resources with a virus and causes damage, the user will be liable for any and all repair costs.
2. The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental.
3. Should the user intentionally destroy information of equipment that causes damage to technology resources, the user(s) will be liable for any and all costs.

In accordance with the Children’s Internet Protection Act (“CIPA”), the School has placed a filter on its Internet access as one step to help protect its users from intentionally or unintentionally viewing inappropriate material. The School blocks the categories that are determined to be potentially inappropriate, including visual depictions that are obscene, child pornography, and harmful to minors. However, families must be aware that some material accessible via the Internet contains illegal, defamatory, inaccurate, or potentially offensive language and/or images. While the goal of the School is to use Internet resources to achieve educational goals, there is always a risk of students accessing other materials. Parents should be aware of these risks.

By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:

- To abide by all School policies relating to the use of technology, including the use of AI.
- To release all School employees from any and all claims of any nature arising from the use or inability to use the technology.
- That the use of technology is a privilege.
- That the use of the technology will be monitored and there is no expectation of privacy in any use of the technology.

Artificial Intelligence Policy

Purpose

To support students and educators in the use of artificial intelligence (AI) for educational and operational purposes, the Board of Directors of the School adopts this policy on the use of AI. The purpose of this policy is to prepare students for success, encourage innovation for classroom instruction, and embrace opportunities for operational efficiency, while providing for consistent expectations, standards, and approval processes for safe and responsible implementation and integration of AI. This applies to multiple use cases, applications, and integration of AI, including generative AI.

Definitions

- **Artificial intelligence (AI):** A machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.¹
- **Generative AI:** Any internet-based generative artificial intelligence programs that make use of large language model algorithms to make something new. AI used for auto-complete, minor text predictions, and/or grammar/spelling/punctuation suggestions, commonly found in most word-processing applications, is not considered generative AI.²
- **AI tool:** AI applications, algorithms, or systems that make use of AI to generate outputs based on human inputs, with an emphasis on generative AI.³

AI Literacy

The Board recognizes the importance of preparing students and educators for the successful integration of innovative technologies. Accordingly, it is the policy of the Board that the School responsibly integrate AI by building AI literacy for all students and educators, including integration of AI into relevant curriculum, professional learning opportunities, and safe and responsible usage.

¹ [15 U.S. Code § 9401, Sec. 3](#)

² [O.A.C. 3342-3-01.8\(B\)\(15\)](#)

³ Ohio School Boards Association (OSBA), Sample Policy EDEC: Artificial Intelligence

Stakeholder Engagement

Educators and staff should be given the opportunity to explore and gain experience with applications and integrated approaches to achieving School priorities.

The School will strive to inform and engage parents and community members about the skills students need for the future workforce and how AI is being used in the classroom. Educational resources may be provided to empower families to understand the potential risks associated with the unsupervised or unregulated use of AI tools. As needed AI updates, including use of tools and opportunities for feedback, may be integrated into the existing family and community engagement strategy.

Data Privacy And Security

The School is committed to protecting the privacy and security of protected data. The School's adoption and implementation of AI tools will contemplate existing data privacy and security policies that include, but are not limited to, Personally Identifiable Information (PII), FERPA, and any other relevant state of Ohio and federal laws. AI tools adopted by the School should aim to access, store, or process data in a secure, transparent, and ethical manner. School-adopted AI systems will be vetted for data encryption, access control, and responsible data use.

Users must also follow the terms of service, including appropriate age limits.

Procurement and Evaluation of AI Tools

The adoption of AI-enabled tools should be conducted in accordance with existing procurement policies and in alignment with the School's core values, goals, and priorities. Selection procedures should account for an AI tool's adherence to data privacy and security policies. Evaluation of tools should also address alignment to instructional and operational goals, accessibility, and cost. All third-party vendors providing AI tools must comply with School standards, state and federal law for data protection, ethical use, and accessibility.

Ethical Use of AI

It is the policy of the School that the implementation of AI be safe, responsible, and keep people at the core of every AI-related decision. AI implementation should be human-centered and should empower students, educators, and communities. AI should be used as a tool to support learning and teaching, not a substitute for student effort or the role of the educator. Accordingly, users should critically analyze AI output, respect safeguards and rules, and be transparent about its use.

Acceptable Use

The School recognizes that responsible and appropriate uses of AI by students and educators will vary depending on the context, including but not limited to grade level, subject, and/or the nature of the activity or assignment.

Expectations for acceptable student uses should be clearly articulated by educators in alignment with policy and guided by the specific requirements for an assignment or activity. This includes specifying AI use expectations in course syllabi and assignment instructions as relevant. These expectations should clearly articulate the expectations of use, types of relevant assignments where AI use is acceptable, and required format for references.

Educators should consider the impact on learning objectives and assessment of student learning when designing related instruction and classroom activities. No assignment shall require the use of an AI tool that is not either free and easily accessible or is not provided by the School. AI tools approved for use should be clearly communicated. Individual teachers/staff may limit which AI tools are approved for particular assignments.

Expectations for educator, staff, and third-party use should align with School priorities and policies. Educator use should be in alignment with the Licensure Code of Conduct for Ohio's Educators. Educators and staff shall model appropriate acceptable use practices when using AI tools for instructional and operational uses.

All users are expected to employ AI tools solely for educational and related operational purposes, upholding values of respect and academic integrity, and in alignment with other related School policies. Using AI tools for bullying, harassment, and any form of intimidation is strictly prohibited and should be addressed in alignment with existing student and employee behavior and discipline policies.

Students and staff with concerns regarding inappropriate use that violates School policies and/or applicable state or federal laws should contact the School Leader or other designated staff member.

Academic Integrity

The Board recognizes that the responsible use of AI requires the highest standards of academic integrity with clear expectations for students, educators, and staff regarding the ethical use of AI tools.

AI-enabled tools may be used to support student work (such as brainstorming or feedback), but AI-generated work must not replace student work. Students are expected to complete assignments and assessments in a manner that reflects their own understanding and effort, critically analyze AI-generated content and not misrepresent it as original work, and use proper citations and references for AI-assisted work according to existing policies and expectations relevant to assignments (i.e., APA or MLA style formats).

The School will investigate and address suspected misuse in alignment with the School's Acceptable Use and Academic Integrity Policies.

Implementation And Review

The School will monitor developments in AI technology and update policies to address emerging risks. As needed based on developments, the Board will review this policy for effectiveness; alignment to School, educator, and student needs; considerations of ongoing

innovation; related data privacy and management policies; and impact on students including learning outcomes.

Non-Consensual Intimate Imagery

The School is committed to providing an educational and employment environment that is free from non-consensual intimate imagery (NCII), a form of technology-facilitated sexual harassment. In potential cases where NCII may be used for the purposes of sexual extortion, the School may consider how Braden's Law might apply.

Imitation Protein Policy

I. Authority and Purpose

Pursuant to Ohio Revised Code § 3313.8110, as applicable to community schools under Ohio law, the Governing Authority adopts this policy to prohibit the purchase of foods misbranded as meat or egg products and to prohibit the purchase of cultivated-protein food products.

This policy ensures compliance with Ohio food labeling laws under ORC §§ 3715.601 and 3715.602 and supports transparency and lawful procurement practices in all school-operated food programs.

II. Definitions

1. Meat Product: A food derived from meat processing.
2. Egg Product – A food derived from egg processing in which eggs or egg parts are the primary ingredient.
3. Fabricated egg-product: A food that has one or more sensory attributes that resemble an egg product but that, in lieu of being the output of a laying hen, is derived from manufactured plants or other organic materials.
4. Manufactured-protein food product: A cultivated protein food, insect protein food, or plant protein food.

III. Misbranding

A product is considered misbranded if it violates the labeling standards established in ORC § 3715.602, including use of identifying meat or egg terms without appropriate qualifying language.

III. Procurement and Transparency

All food products purchased shall be accurately described in documentation and food service inventories.

Imitation meat and imitation egg products must be clearly identified as such at the point of sale or service. Labels, menus, and promotional materials must not imply that these products are actual meat or egg products unless the product's name and description accurately reflect its nature.

AMENDED COMMUNITY SCHOOL CONTRACT

This Amended Community School Contract (“Contract”) is entered into by and between the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Directors and governing authority of Ohio Digital Learning School (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code and is made effective upon the execution hereof. The parties intend for this Contract to fully supersede and replace any previous version of this Contract, including any amendments thereto, prior to execution.

WHEREAS, Chapter 3314 of the Ohio Revised Code permits the formation and operation of community schools; and

WHEREAS, the Ohio Council of Community Schools is an authorized **Sponsor** under Chapter 3314 of the Ohio Revised Code; and

WHEREAS, Ohio law allows the **Governing Authority** and the **Sponsor** to enter into a renewal contract to allow for the continued operation of a community school; and

WHEREAS, the **Governing Authority** seeks to continue to operate a community school.

NOW THEREFORE, the **Governing Authority** and the **Sponsor** enter into this Contract, pursuant to the following terms and conditions.

- A. **Continuation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may continue to operate the community school (hereinafter referred to as the “**School**”) as permitted by and subject to applicable federal laws, the laws of the state of Ohio, and the terms of this Contract. The **Governing Authority** shall be responsible for carrying out the provisions of this Contract, unless the Contract specifically places a duty upon the **Sponsor**.
- B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees as follows:
1. As required by Section 3314.03(A)(1) of the Ohio Revised Code, the **School**, having been established as either a nonprofit corporation (if established under Chapter 1702 of the Ohio Revised Code prior to April 8, 2003), or a public benefit corporation (if established after April 8, 2003), shall be operated and maintain its status as a nonprofit corporation in good standing.
 2. The **School’s** Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., Ohio certificate of non-profit status, and IRS Letter of Determination of the **School’s** federal tax-exempt status (or, until the Letter of Determination is issued, copy of the submitted IRS Form 1023) are attached ~~as~~ **ATTACHMENT 1** to this Contract. If any of these documents are modified or created subsequent to this

Contract being executed, the **School** must submit these documents to the **Sponsor** in a timely manner, not to exceed 30 days after receipt or execution.

3. Except as otherwise addressed or permitted by this Contract ~~(including Section J)~~ or the **Sponsor**, any ~~future~~third-party service contracts entered into ~~with third parties or amended after the effective date of this Contract~~ shall provide for a right to cancel, terminate, or non-renew effective upon the termination or expiration date of this Contract ~~or in 10 years, whichever date is later~~.

4. In accordance with the Ohio Revised Code, as a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.24, ~~3301~~.948, 3302.037, 3313.472, 3313.473, 3313.474, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.~~6015~~, 3313.6020, 3313.6024, 3313.~~6025~~, ~~3313~~.6026, 3313.6028, 3313.6029, 3313.6031, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.753, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.8110, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3319.614, 3319.90, 3320.01, 3320.02, 3320.03, 3320.04, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the ~~state board~~Department of Children and Youth under Section 3301.53 of the Ohio Revised Code, as well as Section 3313.7118 of the Ohio Revised Code if it serves elementary school students.

The **School** will comply with Sections 3313.6021 and 3313.6023 of the Ohio Revised Code as if it were a school district unless it is an internet- or computer-based community school, or a community school in which a majority of the enrolled students are children with disabilities as described in division ~~(A)(4)(bB)(2)~~ of Section 3314.35 of the Ohio Revised Code. The **School** will comply with Section 3321.191 of the Ohio Revised Code, unless it is an internet- or computer-based community school that is subject to Section 3314.261 of the Ohio Revised Code.

As outlined in Section 3323.012 of the Ohio Revised Code, the **School** is considered a school district for purposes of Chapter 3323 of the Ohio Revised Code. The **School** is also considered a school district for all purposes provided for in

Section 3314.082 of the Ohio Revised Code. The **Governing Authority** and **School** shall also comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code and must have a conflicts of interest policy. The **Governing Authority** and **School** will comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district pursuant to those Sections shall be taken by the **Sponsor** in accordance with the Ohio Revised Code. ~~However, the **Sponsor** shall not be required to take any action described in Division (F) of Section 3302.04 of the Ohio Revised Code.~~ The **School** shall comply with federal and state laws regarding the education of students with disabilities.

To comply with requirements in this Section, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and, if applicable, all individuals performing supervisory or administrative services for the **School** under a contract with the operator shall complete training on an annual basis on the public records and open meetings laws as may be required by law. All **Governing Authority** members shall annually submit to the **Sponsor** a conflicts of interest disclosure.

The **School**, unless it is an internet- or computer-based community school, will comply with Section 3313.801 of the Ohio Revised Code, as if it were a school district.

5. The **School** and **Governing Authority** shall not carry out any act or perform any function that is not in compliance with the Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law.
6. **ATTACHMENT 2** contains the deed or lease agreement and an outline of the **School** facilities including: a detailed description of each facility used for instructional purposes, specifying the location of the **School**, the physical and/or mailing address, and approximate number of square feet utilized by the **School**; the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; if applicable, the annual mortgage principal and interest payments that are paid by the **School**; and the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. The facilities used by the **School** will not be changed or altered in a way that would materially impact the available square footage without the prior written consent of the **Sponsor**, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent that square footage is moved or replaced with alternative classroom settings, the **Sponsor** must consent to any such changes which consent shall not be unreasonably withheld, delayed, or conditioned.

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to

include the specifics of the costs for the new location. The **Sponsor** shall have the right to inspect the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. Approval of the financial plan or site shall not be unreasonably withheld ~~and/or~~, delayed, or conditioned. After leasing or purchasing a site, a copy of the fully executed lease or conveyance documents, subsequent amendments, modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

Any facility used for or by the **School** shall meet all applicable standards established by state or federal law for community school buildings, including, but not limited to, all requirements imposed by the Americans with Disabilities Act unless legally exempted.

The **Governing Authority** recognizes the rights of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

The Ohio Department of Education and Workforce has the authority as the community school oversight body to suspend the operation of the **School** under Section 3314.072 of the Ohio Revised Code if the Ohio Department of Education and Workforce has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School's** students and employees working in the **School** and the **Sponsor** refuses to take such action.

7. The **School** shall be authorized to provide learning opportunities for grades K-12 for at least 25 students for a minimum of 920 hours per school year or in accordance with any applicable changes of law.
8. The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this Section, if the **School** is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the **School** will be considered to be a non-public chartered or non-chartered school.
9. The **School** shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and it will not be operated by a sectarian school or religious institution.
10. A list of the current members of the **Governing Authority**, including all contact information required by law, is included as **ATTACHMENT 3**. A description of

the process by which the **Governing Authority** of the **School** shall be selected in the future shall also be included, unless that process is outlined in the Code of Regulations included with **ATTACHMENT 1**. The **Governing Authority** shall consist of not less than 5 members and a majority of the members must be comprised of individuals who live or work in the state of Ohio. In accordance with Section 3314.035 of the Ohio Revised Code, the **Governing Authority** shall ensure the name of each member is posted on the **School's** website. For new members, the **School's** website shall be updated within 30 days of appointment.

No person shall serve on the **Governing Authority** under any of the circumstances prohibited by Section 3314.02(E) of the Ohio Revised Code, including, but not limited to, serving on the governing authority of more than 5 community schools at the same time, unless as allowed by Section 3314.02(E)(3) of the Ohio Revised Code. Additionally, in accordance with Section 3314.02(E)(7), each then current member of the **Governing Authority** shall make the required annual disclosures by October 31 of each year or within 60 days of appointment to the **Governing Authority**.

Meetings of the **Governing Authority** must occur at least 10 times per year in the county in which the **School** is located, or an adjacent county, and at least 1 meeting must be held at the **School**. Unless the **Governing Authority** has approved a different rule in compliance with the requirements in Section 121.22 of the Ohio Revised Code, proper notice of any regularly scheduled meeting and all special meetings shall be published on the **School's** website and any other location that the **School** determines would be useful to provide notice of its public meeting. Written notification of any regularly scheduled meeting shall be provided to the **Sponsor** at least 7 days in advance and notice to the **Sponsor** shall be provided immediately upon the scheduling of any special or emergency meeting. Appropriate documents related to any public meeting under Section 121.22 of the Ohio Revised Code shall be provided to the **Sponsor** at the same time they are provided to **Governing Authority** members.

At all times, 1 representative of the **Sponsor** or its designee shall be granted all rights and privileges associated with being a non-voting member of the **Governing Authority**, but shall not be considered a member of the **Governing Authority** under any provision of Ohio law or this Contract. This representative or designee has the authority to attend all executive sessions, unless explicitly excused by the **Governing Authority** so that the **Sponsor** may be discussed or to avoid unintentional waiver of attorney-client privilege. Any **Sponsor** representative or designee present during executive session of the **Governing Authority** must maintain appropriate confidentiality. This confidentiality requirement does not preclude the individual from sharing information with other employees or agents of the **Sponsor**, as long as the employees or agents require such information to perform services under this Contract and likewise maintain the appropriate level of confidentiality of information discussed in such executive sessions as is required of members of the **Governing Authority**.

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment as an official member counted for quorum and voting purposes, which approval shall not be unreasonably withheld, ~~delayed, or conditioned,~~ delayed. Any individual under final consideration for appointment to the **Governing Authority** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of these criminal records checks shall be provided first to the **Governing Authority** or its legal counsel and then to the **Sponsor**. Any consent needed to forward the results of the criminal records checks by prospective **Governing Authority** members shall be obtained by the **Governing Authority**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**. To the extent that the **Sponsor** needs assistance from the **Governing Authority** confirming the lack of findings of recovery, assistance from the **Governing Authority** will not be unreasonably withheld.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 8 hours of training. Any training offered by the **Sponsor** shall be free of charge. The annual training required in Section 3314.037 of the Ohio Revised Code shall count toward the required hours of training noted above. The **Governing Authority** shall be permitted to obtain training from an outside provider with approval given by the **Sponsor**, which approval shall not be unreasonably withheld ~~or~~, delayed, or conditioned.

The **Governing Authority** may provide by resolution for the compensation of each of its members in accordance with Ohio law. The **Governing Authority** shall submit such a resolution to the **Sponsor** promptly upon its approval.

Additionally, any attorney, accountant, or entity specializing in audits, contracted by the **Governing Authority** shall be independent from the **Sponsor** and operator as contracted by the **Governing Authority**.

11. The **School's** Chief Administrative Officer will be the **School's** leader and chief administrator. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 5 business days, the **School** or the **School's** designee shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 (unless it is a drop-out prevention and recovery program) by teaching the minimum number of students required by law or this Contract.

13. The **School's** Educational Plan, including its mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), instructional program and methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code, and, if the **School** is operating using the blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld, delayed, or conditioned. Additionally, if the **School** is serving any of grades K-8, multiple grade levels shall not be served concurrently in the same classroom without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld, delayed, or conditioned.

As part of the **School's** Educational Plan, the **School's** teachers shall conduct site visits with their students in person throughout the school year. The plan for conducting site visits with students is found in **ATTACHMENT 4**.

The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use by the **School**. The **School** shall provide such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the **School**.

In the event the **School** is at risk of state-issued sanctions, including, but not limited to, permanent closure based upon poor academic performance, the **Sponsor** may take prompt action to require additional information and requirements be incorporated into **ATTACHMENT 4**. In such an instance, the **School** and **Governing Authority** agree to comply with reasonable requests, including, but not limited to, an in-depth evaluation of the **School's** curriculum and instructional methods by qualified curriculum and instructional professionals, quarterly reviews of the School Improvement Plan, and any other items deemed necessary by the **Sponsor**.

14. The Performance and Accountability Plan is included as **ATTACHMENT 5** and identifies the minimum performance standards and/or performance requirements to be satisfied by the **Governing Authority** and the **School** in the Core Performance Areas of legal compliance, organization and operational performance, financial performance, and student and academic performance, including all applicable

report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

Within 60 days of being notified by the **Sponsor**, the **Governing Authority** shall submit a Performance Improvement Plan, as outlined in the Performance and Accountability Plan, for any individual indicator, goal, or data point where the **Governing Authority** or **School** did not meet the standards.

The Performance and Accountability Plan will be a significant factor in any **Sponsor** action in accordance with Section F. of this Contract, including, but not limited to, requiring a Performance Improvement Plan, being placed on probation, or issuing an intent to suspend operations. Additionally, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas will also factor into any action taken by the **Sponsor**. The **Sponsor** reserves the right to make changes to the Performance and Accountability Plan as necessary. The **Governing Authority** recognizes that these changes may be required and the **Sponsor** agrees to reasonably negotiate any changes with the **Governing Authority**, prior to implementation.

The **School** shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be a factor used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.

15. Within 4 months after the end of each school year, the **Governing Authority** must submit a report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** or its designee shall report annually to the **Sponsor** and the ~~State Board~~Ohio Department of Education and Workforce on the day set by the ~~State Board~~Ohio Department of Education and Workforce all of the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.
17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** reasonably deems important. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. The **Sponsor** will use its reasonable discretion when determining when to conduct such visits, and, while visiting the **School**, the **Sponsor** shall use best efforts to avoid undue disruption of the learning environment. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the

following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, operator fee cost, grant revenue, and total number of students.

The **Governing Authority, School, and Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act (“FERPA”) and 34 CFR Part 99, the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable). Uses of the information may include conducting audits, compliance evaluations, and other reviews as necessary for the **Sponsor** to carry out its statutory duties. Accordingly, the **School** agrees to grant to **Sponsor’s** employees access as defined hereinafter to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including, if applicable, the operator) that is reportable to the Ohio Department of Education and Workforce or its agencies, to the Ohio Auditor of State, or to any outside vendor. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System, or any successor systems. "Full and complete access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) (including, if applicable, the operator) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format, if available.

The **Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including, if applicable, the operator) to communicate this information directly to the **Sponsor**.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee access to only those education records and that as required by law the **Sponsor** will destroy all copies of the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable court order.

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor’s** failure to comply with FERPA, or the **Sponsor’s** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. **Sponsor** shall also be responsible for any liability or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of

the **School** or Ohio Department of Education and Workforce as a result of such access.

18. The admission procedures of the **School** are set forth in **ATTACHMENT 6** and shall comply with Section(s) 3314.06, and, if applicable, 3314.061 of the Ohio Revised Code, including the following requirements:
 - (a) Specify that the **School** will not discriminate in its admission of students to the **School** on the basis of gender, race, religion, color, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude; and,
 - (b) Be open to any individual entitled to attend school in the state of Ohio pursuant to Section 3313.64 or Section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon, and/or; (iii) residents of a specific geographic area within the district as defined in this Contract.

The **Governing Authority** and **School** shall allow the enrollment of students who reside in any district in the state of Ohio, unless the admissions procedures set forth in **ATTACHMENT 6** establishes a different and lawful enrollment policy.

The **School** will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve the racial and ethnic balance reflective of the community it serves. The **School's** methods for achieving this balance are described in **ATTACHMENT 6**.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the **School** violates a federal desegregation order, the **School** shall take all corrective measures to comply with the desegregation order.

If the number of applicants exceeds the capacity of the **School's** programs, classes, grade levels, or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the **School** is located. Preference may also be given to eligible siblings of students attending the **School** the previous year and children of full-time staff members employed by the **School**, provided the total number of children of staff members receiving this preference is less than five percent of the **School's** total enrollment.

19. Tuition in any form shall not be charged for the enrollment of any student, except for the enrollment of any student who is not a resident of Ohio in accordance with Section 3314.08(F) of the Ohio Revised Code. The **School** shall not require

contributions either from any student eligible to enroll or enrolled in the **School** or from any parent or guardian of a student who is enrolled or intending to enroll in the **School**. Nothing in this Section shall prevent the **School** from charging reasonable class, book, or similar fee(s), or engaging in voluntary fund-raising activities.

20. The **School** shall follow all reasonable dismissal procedures, according to Section 3314.03(A)(6)(a) of the Ohio Revised Code.
21. The **Governing Authority** shall adopt a school attendance policy that includes procedures for verifying attendance, as required by law, and for automatically withdrawing a student from the **School** if the student, without legitimate excuse, fails to participate in 72 consecutive hours of the learning opportunities offered to the student. Attendance and participation policies will be available for public inspection. Attendance and participation records shall be made available to the Ohio Department of Education and Workforce, the Ohio Auditor of State, and the **Sponsor**, to the extent permitted by FERPA and Section 3319.321 of the Ohio Revised Code.

The **Governing Authority** shall adopt an enrollment and attendance policy or policies ~~that requires~~requiring a student's parent to notify the **School** when there is a change in the location of the parent's or student's primary residence. Such policy or policies shall also require the verification of student residence and address information for students enrolling in or attending the **School**.

22. The **Governing Authority** shall adopt a policy regarding suspension, expulsion, emergency removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related to any action taken under this Section. The policy and practices shall comply with the requirements of Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not unlawfully infringe upon the rights of students with disabilities as provided by state and federal law.
23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the **School** must remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction to the fullest extent possible, unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, and a reasonable opportunity to cure, the **Sponsor** may also remove or replace members of the **Governing Authority** if the **Governing Authority member** abandons or materially breaches ~~its~~their duties under this Contract or at law in a manner that could cause immediate and irreparable harm to

the **School** and/or its students.

24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each working more than 12 hours per week must be employed to work in the **School**. The full-time classroom teachers and part-time classroom teachers working more than 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Pursuant to Section 3319.301 of the Ohio Revised Code, non-licensed persons, who are otherwise qualified, may teach up to 12 hours per week. Non-licensed persons, who are otherwise qualified, teaching in a STEM school or an industry-recognized credential program offered at a dropout recovery community school may teach classes for not more than 40 hours per week in the **School**. In accordance with Section 3314.104 of the Ohio Revised Code, the ~~school~~**School** shall not employ an individual in any position if the ~~state board~~**State Board** of ~~education~~**Education** permanently revoked or permanently denied the individual a license under section 3319.31 of the Ohio Revised Code or if the individual entered into a consent agreement under division (E) of section 3319.311 of the Ohio Revised Code in which the individual agreed never to apply for a license after the date on which the agreement was entered into. The student to full-time equivalent classroom teacher ratio shall be no more than 75:1 without prior written approval of the **Sponsor**, which will not be unreasonably withheld. Each student shall be assigned to at least one teacher of record. The **School** may employ non-teaching employees.

If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the **School** will pay teachers based upon performance in accordance with Section 3317.141 and will comply with Section 3319.111 of the Ohio Revised Code as if it were a school district.

25. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code.
26. The **Governing Authority** shall specify any arrangements for providing health and other benefits to employees. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code (“STRS” and “SERS”), as applicable.
27. The **School’s** financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The **School** shall submit to the **Sponsor** no later than November 15th of each year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the event this statutory requirement is lifted, the **School** shall be required to comply

with relevant statutory provisions.

The **School** shall meet the requirements of the duly authorized laws, rules, and procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education and Workforce. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The **Sponsor** may order a financial audit of the **School** if, in the sole discretion of the **Sponsor**, the **Sponsor** has reason to believe that the **School** has:

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the **School's** finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered under this Section, the **Governing Authority** or **School** shall pay the costs. In the event this audit does not materially support findings regarding any of the reasons for which the **Sponsor** may order such audit as described in (a) through (c) above, the **Sponsor** shall reimburse the **Governing Authority** or **School** for direct costs associated with a third-party auditor within a reasonable time period.

Any breach of this provision will be considered a material breach. The **Sponsor** may exercise all rights afforded to it under statutory or common law to enforce this provision. To the extent that the **Sponsor** incurs damages based upon the **School's** breach of this provision, the **School** agrees to compensate the **Sponsor** for all reasonable costs and damages resulting directly from the **School's** breach of this provision.

- 28. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
- 29. A financial plan detailing a projected **School** budget for each fiscal year of this Contract and specifying the total estimated per pupil expenditure amount for each such year is included with ATTACHMENT 7. ~~Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the Governing Authority to the Sponsor.~~ The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a positive cash flow. All projected and actual revenue sources must be included in the plan ~~and projected expenses must include the total estimated per pupil expenditure amount for each such year.~~ In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the

Governing Authority. Except as provided by Section 3314.011(D) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract with the **Governing Authority** of the **School**. The **School's** designated fiscal officer shall maintain the internal financial controls, as approved by the **Governing Authority**, and carry a bond for this individual **School** in an amount no less than \$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved policies and procedures establishing internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they relate to the **School's** fiscal officer.

The **Governing Authority** agrees that annual documents created or overseen by the fiscal officer, including but not limited to the ~~five~~three-year forecast, annual operating budget, and federal spending plan, shall not be approved at a meeting unless the fiscal officer participates either in-person or by means of teleconference, video conference, or any other similar electronic technology, for the discussion of those documents. If the fiscal officer is unable to participate in the meeting, an individual designated by the fiscal officer, who is familiar with the document(s) being discussed and can answer questions posed by the **Governing Authority**, can be substituted.

~~If applicable, as a pre-condition to the initiation of operations of the **School**, the **Governing Authority** or any operator as outlined in **ATTACHMENT 9**, shall post a bond in the amount of \$50,000.00 with the auditor of state, or otherwise secure a cash deposit or written guarantee as allowed under Section 3314.50 of the Ohio Revised Code. The bond or cash deposit shall be used, in the event the **School** closes, to pay the auditor of state any moneys owed or that become owed by the **School** for the costs of audits conducted by the auditor of state or a public accountant under Chapter 117. of the Ohio Revised Code. The ongoing provision of a bond, cash deposit, or written guarantee, as specified under Section 3314.50 of the Ohio Revised Code, is a legal precondition to the initiation, maintenance, and continuation of operations of the **School**.~~

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditible, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** shall take immediate action to suspend the fiscal officer and retain the services of another fiscal officer in good standing.

If the **Governing Authority** enters into an agreement with an operator to manage daily operations at the **School**, the **Governing Authority** agrees to procure from the operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review the **Governing Authority** and **School's** financial information relative to revenue, expenses, and all other financial information allowed by law.

30. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3317.022 of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
31. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides coverage for itself; the **School** and its employees; and shall include the **Sponsor**, its Board, officers, employees, and contractors of the **Sponsor** as additional insureds thereunder. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than ~~\$1 million per occurrence and \$5 million in the aggregate~~ **or** \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. The **Governing Authority** shall provide documentation regarding any change in or renewal of this policy to the **Sponsor** as soon as reasonably practicable following the renewal of the policy and shall require the insurer to notify the **Sponsor** in writing promptly upon receiving notification from the insurer of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all commercial general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 5 business days of written request by the **Sponsor**.
32. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:
- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
 - (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or

contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the **Sponsor** of the **School** and the **Governing Authority** pursuant to this Contract, shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority** or the **School**.

The parties agree that the **Governing Authority** and **School** will not be required to indemnify the **Sponsor** and its Board to the extent that the relevant actions were attributable to specific acts or omissions by the **Sponsor** and/or its Board. In addition, in the event that the **Governing Authority** and **School** engage in litigation that is adverse with the **Sponsor** and/or its Board, or vice versa, no indemnification applies.

To comply with Ohio law, this indemnification provision is limited to \$5 million. The **Governing Authority** and **School** hereby agree that it will name the **Sponsor** as an additional insured under its required insurance policies up to and including the required amount of indemnification.

33. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be fulfilled in writing within 10 business days.
34. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in Section 3313.6027 and division (C) of Section 3313.603 of the Ohio 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, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the **State Board of Education and Workforce** of Education and Workforce under divisions (J)(1) and (2) of Section 3313.603 of the Ohio Revised Code. Beginning with the 2018-2019 school year, the **School** shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-

based learning experiences, internships, or cooperative education developed by the ~~department~~ Ohio Department of Education and Workforce under division (J)(3) of Section 3313.603 of the Ohio Revised Code.

35. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care, custody or control of a student, under final consideration for appointment or employment with the **Governing Authority** or **School** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of all employee criminal records checks will be provided to the **Sponsor** within 3 business days of receipt and/or appointment and subsequently upon request.
36. Pursuant to Section 3314.03 ~~(BA)~~ (35) of the Ohio Revised Code, ~~a comprehensive the plan and procedures for the School must be submitted to the Sponsor. The requirements for the comprehensive plan are School's management and administration is fulfilled through various attachments to this Contract. The School's comprehensive plan shall specify the following:~~
- ~~(a) The process by which the portions of ATTACHMENT 1 – Corporate Documents, ATTACHMENT 2 – School Facilities, ATTACHMENT 3 – Governing Authority of the School will be selected in the future (portion of ATTACHMENT 1 – Code of Regulations);~~
 - ~~(b) The management and administration of the School (portion of ATTACHMENT 4 – Education Plan, ATTACHMENT 7 – Financial Plan and ATTACHMENT 8 – Management Agreement);~~
 - ~~(c) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school, and for teachers who choose not to teach in the school or building after conversion (If applicable, these arrangements will be developed and added); ATTACHMENT 9 – Organizational Structure.~~
 - ~~(d) The instructional program and educational philosophy of the School (ATTACHMENT 4 – Education Plan);~~
 - ~~(e) Internal financial controls (portion of ATTACHMENT 7 – Internal Financial Controls); and,~~
 - ~~(f) Any other information or documentation as determined by the Sponsor or as deemed necessary by the Governing Authority to comply with the requirements of the comprehensive plan.~~

- C. **Sponsor Obligations.** The **Sponsor** shall work with the **Governing Authority** to perform a high-stakes review before considering any renewal of this Contract pursuant to Section F., or, in the **Sponsor's** sole discretion, as appropriate based on the academic and/or

financial performance, and at least once every five years. Additionally, and consistent with applicable law, the **Sponsor** shall provide monitoring, oversight, and technical assistance to the **Governing Authority** and **School** including, but not limited, to:

1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis;
- ~~3. Reporting annually the results of its evaluation to the Ohio Department of Education and Workforce and parents of students enrolled in the **School**;~~
- ~~43.~~ Submitting the necessary, sponsor-required reports to the Ohio Department of Education and Workforce, or other appropriate entities;
- ~~54.~~ Providing technical assistance to assist the **School** in complying with applicable laws and this Contract;
- ~~65.~~ Intervening and taking action as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance, including, but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
- ~~76.~~ Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year;
- ~~87.~~ Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law; and,
- ~~98.~~ Pursuant to Section G. of this Contract and in compliance with Ohio law, the **Sponsor** will oversee the **Governing Authority** and **School's** actions in the closure of a community school established under Chapter 3314 of the Ohio Revised Code.

D. **Fee Structure.** The parties covenant and agree as follows:

1. As permitted by Section 3314.03(~~CB~~) of the Ohio Revised Code, in consideration for time, organization, monitoring, oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract, the **Governing Authority** shall pay to the **Sponsor** the amount of 3.0% of the total amount of payments for operating expenses that the **School** receives from the state each year. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 10 days of receipt of the invoice and the **School's** receipt of the associated state funds. Calculations for the invoicing shall be taken from the Ohio Department of Education and Workforce-issued report identifying the amount of state funds paid to the **School** for the invoice period.

The **Governing Authority** and/or **School's** financial obligations regarding any fees due to the **Sponsor** under this Contract prior to termination shall survive termination, non-renewal, and expiration of this Contract. The fees due shall be limited in coverage to the term of this Contract or the duration of the Contract whichever is shorter, provided, that the **Sponsor** shall be entitled to its fees related to amounts received by the **School** or **Governing Authority** which are related to periods prior to termination, non-renewal, or expiration of this Contract whether such amounts are actually received during or after the term of this Contract. Similarly, the **Sponsor** shall repay any fees it receives from the **School** or **Governing Authority**, as appropriate, related to amounts adjusted by the Ohio Department of Education and Workforce that are related to periods prior to termination, non-renewal, or expiration of this Contract whether such adjustment is made during or after the term of this Contract. Such repayment shall be within a timeframe mutually agreed to or such time as may be required by the Ohio Department of Education and Workforce or the Ohio Auditor of State.

- E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.
- F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(**ED**) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate the Contract prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:
1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**);
 2. Failure to meet generally accepted standards of fiscal management;
 3. Violation of any provision of this Contract or applicable local, state, or federal law; or,
 4. Other good cause.

The **Sponsor** and **Governing Authority** recognize the authority of the Ohio Department of Education and Workforce to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

In reaching a decision on any **Sponsor** action as outlined in this Section, the **Sponsor** will consider all of the student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**), an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas, as well as applying any other objective, reasonable criteria in accordance with the **Sponsor's** policies in its reasonable discretion, and state and/or federal law.

Not later than January 15 in the year in which the **Sponsor** intends to terminate or non-renew this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The **Governing Authority** may, within 14 days of receiving the notice, request in writing an informal hearing before the **Sponsor**, unless this time period is modified upon the agreement of both the **Governing Authority** and the **Sponsor**. No other appeals will be granted to the **Governing Authority** other than those provided for in Ohio law.

If the **Governing Authority** does not intend to renew this Contract with the **Sponsor**, the **Governing Authority** shall notify the **Sponsor** at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. If the **Governing Authority** issues notice under this Section F., the **Governing Authority** agrees that no further action from the **Sponsor** is necessary, the Contract shall expire at the end of the term set forth in Section I., and shall not be renewed.

In the event the **Governing Authority** provides notice to the **Sponsor** in accordance with this Section and Ohio law, the **Governing Authority** agrees to diligently pursue any necessary approval for changing sponsors and to apply for sponsorship with one or more eligible sponsors. The **Governing Authority** shall promptly respond to reasonable requests from the **Sponsor** regarding the status of such approval and the search for a different sponsor. By March 15 of the year this Contract expires, the **Governing Authority** shall provide the **Sponsor** with documentation showing that the **Governing Authority** has executed a charter contract with a different sponsor for a term beginning July 1 of that year, or, if it has not yet executed a charter contract, documentation which is sufficient to support the conclusion that a charter contract will be signed prior to July 1. For good cause and in the sole discretion of the **Sponsor**, the March 15 deadline can be extended until April 15. In the absence of undue hardship on students, good cause will exist under circumstances supporting that the **Governing Authority** will likely obtain a new sponsor. In the event the **Governing Authority** does not provide such documentation, the **Governing Authority** agrees to begin planning for closure and cease operations on June 30 if it does not have a signed sponsor contract to be effective July 1, and work with the **Sponsor** to ensure an orderly and timely school closure, including, but not limited to, prompt notification of parents and students.

G. **Closing the Community School.** Regardless of the reason the **School** is closing, once it is determined the **School** will cease operations as a community school established under Chapter 3314 of the Ohio Revised Code, the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. If the **School** is non-renewed or terminated under Sections 3314.07(B)(1)(a) or (b) of the Ohio Revised Code or permanently closed under 3314.35, the **School** shall permanently close at the end of the school year or applicable and lawful date. In the event the **School** permanently closes or the **Governing Authority** secures a new sponsor and for the time following expiration of this Contract, the **Sponsor**, **Governing Authority**, and **School** agree to continue to follow all reporting requirements and relinquish all necessary documents until all of their responsibilities under this Contract are completed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the operator in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.
3. Upon prior written request of the **Sponsor**, the **Governing Authority**, **School**, and/or their agents will immediately provide the **Sponsor** any and all documentation and records, including, but not limited to, financial records deemed necessary within reason by the **Sponsor** to facilitate the **School's** closure. This transmittal of documentation and records to the **Sponsor** excludes all students' educational records, which should be forwarded to the individual student's school district of residence or where the student has enrolled.
4. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** leader, as Chief Administrative Officer of the **School**, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. The **School** agrees that ~~the any~~ fiscal services agreement entered into after the effective date of this Contract will state that the fiscal officer is primarily responsible for all finance-related portions of the closing procedures if the **School** closes. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School** and, upon the written request of the **Sponsor**, the **Governing Authority** agrees to remain in place and will use its best efforts to retain the services of a fiscal officer to complete a final audit, if the current fiscal officer is no longer available.

5. The **School** also hereby agrees that it will cooperate fully with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education and Workforce, or in statute in the event the **School** is closed. Any refusal by the **School** to cooperate fully with **Sponsor** will be considered a material breach of this Contract.
6. In the event that this Contract is voided by operation of Section 3314.016(C) of the Ohio Revised Code or similar provision based upon sponsor rating, the parties agree that neither may seek damages as a result of the voiding of this Contract by operation of such a provision.

H. **Dispute Resolution.** Other than a dispute falling under Section F. of this Contract, for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority**. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators, with experience in charter schools and/or education from the Ohio State Bar Association but not a party who has ever represented the **Sponsor** or the **Governing Authority** or who is conflicted out due to business conflict reasons. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

The mediator shall conduct proceedings as he or she deems appropriate to resolve the dispute. The parties maintain sole discretion on resolution. Pending mediation, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The fees and expenses of the mediator shall be divided equally between the parties. All other costs or fees incurred by each party will be borne by the respective party.

This Contract shall be construed in accordance with, and governed by, the laws of Ohio. The parties agree that any legal action sought by either party in state court shall be brought in Franklin County, Ohio. Any legal action sought by either party in federal court shall be brought in the United States District Court for the Southern District of Ohio, Eastern Division, in Columbus, Ohio. Furthermore, the parties agree to waive all questions of personal jurisdiction or venue so as to give full effect to this provision.

- I. **Term.** This Contract shall be for a term commencing on **July 1, 2024** and expiring on **June 30, 2030**.
- J. **Management by Third Parties.** The **Governing Authority** may enter into a contract with an operator to assist with its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority**

contracts with an operator, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and operator must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. ~~The term of the management agreement shall run concurrently with the term of this Contract and shall in no event expire prior to the expiration of this Contract.~~ Prior to the execution of any agreement with a new operator, the **Governing Authority** shall provide reasonable notice to the **Sponsor** and obtain the **Sponsor's** approval prior to changing operators. The **Governing Authority** shall make a written request for approval to the **Sponsor** and the **Sponsor** shall respond within fifteen business days. The **Sponsor's** approval of such change shall not be unreasonably withheld, delayed, or conditioned, and any decision to withhold approval must: (a) be provided in writing; (b) state the specific reason(s) for withholding approval; and (c) identify any conditions or corrective actions that, if satisfied, would result in approval. If the **Sponsor** does not issue a written decision within fifteen business days or receive an extension in writing from the **Governing Authority**, approval shall be deemed granted. Any new, renewed, or amended management agreement shall comply with the provisions set forth in this Contract and Section 3314.032 of the Ohio Revised Code. Further, the **Governing Authority** shall ensure full compliance with additional requirements placed on its relationship with an operator, including, but not limited to, Sections 3314.02(E), 3314.0210, 3314.024, and 3314.036 of the Ohio Revised Code. Any changes to the management agreement shall be provided to the **Sponsor** within 10 business days, after which the **Sponsor** may notify the **Governing Authority** if it believes that any provisions do not comply with this Contract and the applicable law. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School**.

- K. **Organizational Structure.** The organizational structure and management / administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written summaries which describe working relationships of each entity if not in the contract itself must also be included. Any material modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** within 10 business days.
- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract.
- M. **Assignments and Modifications.** Subject to Section J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party which shall not be unreasonably withheld. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority**. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done in accordance with applicable laws and the regulations of each party.
- N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested, as

well as electronic mail service. As for delivery via electronic mail, burden of proving receipt, if necessary, lies with the sending party.

Notice to the **Governing Authority** shall be sent to the Chair or President at the most current address with copies to the address in **ATTACHMENT 2** and to legal counsel as identified in **ATTACHMENT 3**. Additions, changes and/or modifications to the Notification Procedures for the **Governing Authority** may only be made at the express written request of the **Governing Authority** Chair or President: or legal counsel for the **Governing Authority**.

Notice to the **Sponsor** shall be sent to the **Sponsor's** Executive Director with a copy to the **Sponsor's** Legal Counsel. At the inception of this Contract, notice shall be sent to the following persons and addresses:

Sponsor:

Lenny Schafer, M.Ed.
Ohio Council of Community Schools
3131 Executive Parkway, Suite 306
Toledo, OH 43606
lenny@ohioschools.org

With a copy to:

~~David Moser~~ Benjamin Humphrey
Fishel Downey Albrecht & Riepenhoff, LLC
7775 Walton Parkway, Suite 200
New Albany, OH 43054
~~dmoser~~ bhumphrey@fisheldowney.com

Additions, changes and/or modifications to the Notification Procedures for the **Sponsor** will be made in writing to the **Governing Authority** pursuant to the notification procedures outlined herein.

- O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.
- P. **Counterparts.** This Contract may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

OHIO COUNCIL OF COMMUNITY SCHOOLS

By: _____
Robert Rice, Chairman

Date

OHIO DIGITAL LEARNING SCHOOL

By: _____
Christian Canova, Chairman

Date



LEGAL UPDATE

For Ohio Community School Boards

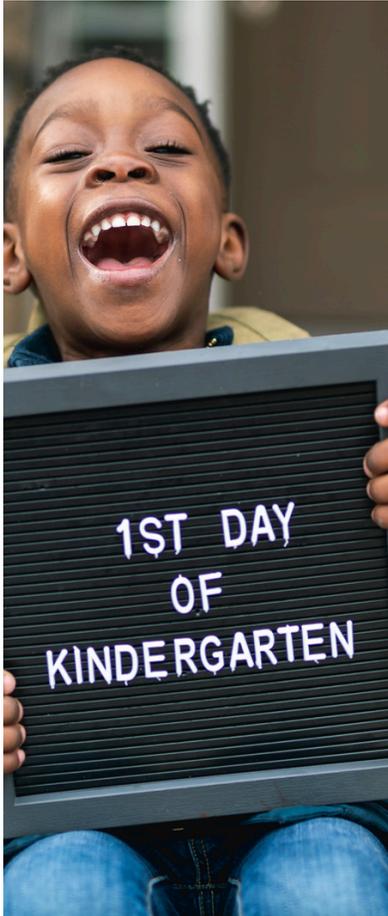


CYBER SECURITY PROGRAM

By July 1, 2026 each community school board will need to adopt a cyber security program which safeguards the school's data, information technology, and IT resources to ensure availability, confidentiality, and integrity. Schools should begin *now* working with their technology providers to ensure that a compliant program is already in place or can be updated to meet House Bill 96 requirements. In order to be compliant with Ohio Revised Code 9.64, programs must be consistent with generally accepted best practices for cybersecurity, such as the national institute of standards and technology cybersecurity framework, and the center for internet security cybersecurity best practices.

Because specifics of the program need to remain confidential, presentation to the board regarding the program should take place in an executive session "for purposes of discussing security arrangements". After a presentation sufficiently informing the board of compliance with the new requirements, the board should formally "adopt the program" via a resolution in open session.

Kindergarten Admission



Effective March 20, 2026 House Bill 114 requires that beginning with the 2026-2027 school year schools admit students to kindergarten only if they are 5 years old on or before the first day of instruction.

This new law replaces the prior system which allowed schools to set either August 1st or September 30th age cut-off deadlines.

Children who will not turn 5 by the first day of school but will by January 1st may still be admitted pursuant to a school's early entrance policy, which requires evaluation to ensure they are prepared to be successful.

Question & Answer:

Q: Must our board adopt a policy regarding meat and eggs?

A: Yes, the recently enacted House Bill 10 requires boards to adopt a policy that prohibits the school from purchasing “misbranded” meat or egg products, or cultivated (lab-grown) protein food products.

Presumably, the new law does not prohibit schools from serving meat and egg alternatives that are properly labeled with qualifying language.





Regional Representative’s Report:

- Thank you to ODLs for encouraging family participation at Online Learning Day which was held at the Ohio Statehouse on February 25. It was wonderful to see everyone come together to celebrate e-learning and the opportunities it provides, including the unique partnership between schools and families.
- Kristin Pallitta will work with school leadership to complete and submit third trimester worksheets in the upcoming months. Compliance items will include questions regarding College Credit Plus (CCP) participation, attendance/truancy, and suspension/expulsion/removal reporting.
- All Epicenter compliance tasks are current and up to date. Thank you to the school for staying on top of required submissions and for your continued attention to compliance and timely documentation.

COMPLIANCE AND TECHNICAL ASSISTANCE

Sunshine Law Training

As a reminder, [state law](#) requires that all community school board members, fiscal officers, and school staff responsible for supervision complete Sunshine Law/Open Meetings and Public Records training annually. To help our partners remain compliant with this requirement, OCCS, with the aid of Amy Goodson, Esq., has produced a [training video](#). The video also contains an annual legislative update. The description box beneath the video contains instructions for receiving a certificate of completion. For the upcoming sponsor performance review, OCCS must have documentation of compliance with this requirement during the current school year from all the people referenced above.

GOVERNANCE

Charter Contract Amendments and Updates

As mentioned last month, the charter contract between the governing authority and OCCS is being updated. Most of the changes are statutory updates. Matthew Trzcinski, Contract Analyst, has been working to discuss the process and language with your attorney. Regarding timing, OCCS needs to have everything approved and executed by the governing authority by May 1, 2026. Please contact Mr. Trzcinski if you have any questions. He may be reached by phone at (419) 724-9472 or by email at matthew@ohioschools.org.

FISCAL

It’s Budgeting Season

The OCCS Fiscal Team has requested your fiscal officer to submit the budget for the 2026-2027 school year. This is a great time for boards to discuss the following:

- What is the current confirmed enrollment vs. budgeted enrollment, and what contingency actions will be triggered if we fall short?
- How does the proposed staffing model align with conservative enrollment projections, and what staffing adjustments are planned if enrollment comes in 5–10% below target?

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Associate Executive Director
jason@ohioschools.org
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Tony Cardinal
VP of External Oversight
tony@ohioschools.org
330.800.7552

Darrin Beconder
VP of Internal Oversight
darrin@ohioschools.org
419.724.9479

- What does our monthly cash flow forecast look like, and during which months do we anticipate stress points? What is the plan to maintain the required days' cash on hand?

The Department of Education and Workforce has released the FY27 State Foundation Funding Calculator, found [here](#). This will help budget the state funding under the current funding model.

ACADEMICS

Comprehensive Support and Improvement (CSI) Schools

The Federal School Improvement status lists were recently released on the DEW website. This list identifies the state's lowest-performing schools (traditional and community). Your school was designated a CSI school for meeting one or more of the following criteria.

Identification Frequency: Every Three Years

Entry Criteria:

- Each Title I-served school is ranked based on all available data from each school's federal accountability report card.
 - The lowest 5% of schools with two or more components are identified for comprehensive support.
 - CSI schools also include any public school with a federal graduation rate equal to or less than 67%

Click [here](#) to see the full list of CSI schools.

Click [here](#) to see the next steps the school must take and the available resources for school support.

ASSESSMENT

Spring 2026 Test Administration Windows: Dropout Prevention and Recovery

Assessment Window: January 19 - March 27, 2026

Results available for Districts:

- Math/Science/Social Studies: Immediate
- English Language Arts: April 27, 2026

Ohio English Language Proficiency Assessment (OELPA): February 2 - March 27, 2026

- Printed family reports are due in districts and schools on June 8, 2026.

Alternate Assessment (AASCD): February 23 - April 17, 2026

- Results available for Districts: immediately after test submission
- Printed family reports are due in districts and schools on June 1, 2026.

SPECIAL EDUCATION

ODEW 1% Alternate Assessment District Justification Portal Now Open

Every Student Succeeds Act (ESSA) requires each district or community school to complete and submit a justification when it anticipates testing more than 1.0 percent of students with the Alternate Assessment for Students with the Most Significant Cognitive Disabilities (AASCD).

If your district or community school *does not* anticipate testing more than 1.0 percent of students with the AASCD, you must select "No" and confirm assurances via the link emailed to the district's superintendent.

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If your district or community school *does* anticipate testing more than 1.0 percent of students with the AASCD in 2024-2025, you must complete the justification and confirm assurances via the link emailed to the district's superintendent. [A template of the justification form](#) is available to assist in the process. All justifications must be submitted via the link sent to the superintendent.

The deadline for submitting this justification is May 8, 2026. The Ohio Department of Education and Workforce will review justifications submitted by each district or community school. If you have any questions, please contact AAparticipation@education.ohio.gov.

UPCOMING EVENTS

OCCS Post Secondary Scholarship

OCCS is proud to announce its 19th annual Post-Secondary Scholarship for students planning to attend a 4-year college or university, a 2-year college, or a trade college leading to certification for the 2026-2027 school year. These scholarship opportunities were developed to recognize academic achievement, support students with financial need, and support virtual and first-generation college students. The scholarship application is currently open and will close on Friday, April 3, 2026. Please note that the deadline is different from previous years. The application requirements and guidelines will be available here in January. If you have any questions, please reach out to the OCCS Scholarship Team at scholarships@ohioschools.org or by phone at 419-720-5200.

Scholarship app: https://occscharters.jotform.com/sarahs/HS_Sch_26

Renewal app: https://occscharters.jotform.com/sarahs/ren_sch_26

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