

RICHLAND ACADEMY OF THE ARTS
SPONSOR SUSPENSION AND TERMINATION OF A COMMUNITY SCHOOL CONTRACT

Adopted: Thursday, November 19, 2015
Revisited

POLICY: SPONSOR SUSPENSION AND TERMINATION

SUBJECT: COMMUNITY SCHOOL SPONSORSHIP DUTIES

PURPOSE: TO ESTABLISH A POLICY THAT COMPLIES WITH THE OHIO REVISED CODE REQUIREMENTS FOR SUSPENDING OR TERMINATING A COMMUNITY SCHOOL

STATUORY REQUIREMENT: OHIO REVISED CODE SECTION 3314.072 Suspending operation of non-complying school.
AND
3314.07 Expiration, termination or nonrenewal of contract for community school.

INTRODUCTION
[In the contract, “GOVERNING AUTHORITY” and “SPONSOR” are defined at the beginning of the document. That should happen in the policy as well, and perhaps the labels don’t need to be all caps. Similar consideration for the “Contract.”]

Upon the GOVERNING AUTHORITY’S receipt of the notice of suspension or termination the GOVERNING AUTHORITY shall immediately notify the employees of the Community School and the parents of the students enrolled in the Community School of the suspension and the reasons for the suspension, and shall cease all school operations on the next business day. Any such suspension shall remain in effect until the SPONSOR notifies the GOVERNING AUTHORITY that it is no longer in effect.

Note: See information below regarding procedures for a Sponsor issuing an Intent to Suspend pursuant to **3314.072 Suspending operation of non-complying School.**

Suspending the operation of Non-complying School

A. Health and Safety

1. If at any time the conditions at the Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.

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2. If at any time public health and safety officials inspect the facilities of the Community School and find cause, such officials have the authority to order the facilities closed for noncompliance. [Please see the Onsite Review Policy]
3. If at any time the SPONSOR determines that conditions at the Community School do not comply with health and safety standards established by law for school buildings and pose an imminent danger to the health and safety of the school's students and employees, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of the Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, then the Community School may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other

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

1. The GOVERNING AUTHORITY'S failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of the Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY'S failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law; or
5. Other good cause.

Prior to suspension for one or more of the five reasons set forth in paragraphs (B)(1) through (B)(5) above, the SPONSOR must first issue to the GOVERNING AUTHORITY written notice of the SPONSOR'S intent to suspend the operation of the Contract. Such notice shall explain the reasons for the SPONSOR'S intent to suspend operation of the Contract and shall provide the GOVERNING AUTHORITY with five (5) business days to submit to the SPONSOR a written proposal to remedy the conditions cited as reasons for the suspension. The SPONSOR shall promptly review any proposed remedy timely submitted by the GOVERNING AUTHORITY and either approve or disapprove the proposed remedy.

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If the SPONSOR disapproves the remedy proposed by the GOVERNING AUTHORITY, or if the GOVERNING AUTHORITY fails to submit a proposed written remedy in the manner prescribed by the SPONSOR, or if the GOVERNING AUTHORITY fails to implement the remedy as approved by the SPONSOR, the SPONSOR may suspend the operation of the Community School.

If the SPONSOR determines to suspend the operation of the Community School pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the Community School is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential Contract termination.

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

C. Termination Resulting from the Suspension of School Operations

In accordance with the provision of the Community School Contract and Ohio law, the SPONSOR may choose to terminate the Contract prior to its expiration if the SPONSOR has suspended the operation of the Community School. Additionally, pursuant to Section 3314.072(E), the Contract shall become void if the GOVERNING AUTHORITY fails to provide a proposal to remedy the conditions cited by the SPONSOR as reasons for the suspension, to the satisfaction of the SPONSOR, by September 30 of the school year in which the operation of the Community School was suspended.

Expiration/Termination of Contract

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract, provided, however, the GOVERNING AUTHORITY may terminate the Contract upon one hundred eighty (180) days written notice to the Sponsor of its intent to enter into a Community School Contract with a successor sponsor approved to be a sponsor of community schools by the Ohio

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Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then not later than the first day of February in the year in which SPONSOR intends to terminate the Contract, the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Code Section 3314.07. The SPONSOR may choose to terminate the Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY's failure to ensure that the Community School delivers the Education Plan specified pursuant to Exhibit 1 of the Contract to all students enrolled in the Community School;
2. The GOVERNING AUTHORITY's failure to ensure that the Community School meets the performance requirements specified in Exhibit 4 of the Contract;
3. The GOVERNING AUTHORITY's failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of the Contract or applicable state or federal law;
5. The Community School is insolvent or is bankrupt;
6. The Community School has insufficient enrollment to successfully operate a community school, or the Community School has lost more than fifty percent (50 percent) of its student enrollment from the previous school year;
7. The Community School defaults in any of the terms, conditions, promises or representations contained in or incorporated into the Contract **or any other agreement entered into between the SPONSOR and the Community School or GOVERNING AUTHORITY;**
8. The Community School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of the Contract, Preliminary Agreement or other legally binding document executed by the parties to the Contract, or the Community School's reporting requirements under the Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the Community School's applicant(s), directors, officers, employees or agents in relation to their performance under the Contract; or
10. Other good cause.

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

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

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1. The date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;
2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate the Contract, the effective date of the termination specified in the notice of termination, or if the SPONSOR'S decision is appealed to the State Board of Education (the "State Board"), and the State Board affirms that decision, the date established in the resolution of the State Board affirming the Sponsor's decision.

If the SPONSOR learns that the Community School may receive a designation of "unauditable" from the Ohio Auditor of State, the Community School shall be subject to probationary status, suspension of operations, termination or nonrenewal of the Contract.

Contract Termination Contingencies

If the Community School (i) permanently closes and ceases its operation or (ii) closes and ceases to operate, the Community School shall comply with Section 3314.074 of the Code and proceed according to the Contract termination contingencies set forth in the Governance and Administration Plan, which is incorporated by reference in the Community School's Contract.

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

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

Upon the GOVERNING AUTHORITY's receipt of written notice of termination, and throughout the period of Community School operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) **comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto**, (ii) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all Community School records, including student records, (iii) provide the means and capability to access Community School records, including student records, to the SPONSOR's representative, as designated in writing, and (iv) fully cooperate with the SPONSOR's designated representative, who shall have unrestricted and equal access to Community School records, including student records during the period prior to the closure of the Community School. Upon termination and closure, the GOVERNING AUTHORITY shall secure all Community School records, including

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student records, in the possession of the Community School and shall grant to the SPONSOR access to records requested by the SPONSOR. The SPONSOR may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the Community School records, including the student records which are within the SPONSOR's possession; provided that in performing the Governing Authority's statutory or contractual duties, the Sponsor shall comply with Section 3314.015(E), and any procedural guidances published by the **Ohio Department of Education**, which correspond thereto. **In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted within seven (7) business days of the school closing to the student's school district of residence.**

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

Note: Information regarding procedures for a Sponsor issuing Intent to Suspend pursuant to **3314.072 Suspending operation of Non-complying School.**

(C)(1) For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.

(2) The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.