

RICHLAND ACADEMY OF THE ARTS

Adopted: *April 20, 2006*
Revisited: *June 25, 2015*

POLICY: **Charter School Intervention Policy;
Probation, Suspension and Termination**

PURPOSE: **To ensure that Richland Academy makes known to all schools at the outset the general conditions for intervention and the types of actions and consequences that may ensue. Closure will follow the ODE Closure Document**

TERMINATION.

1. Suspension of School.

(a) The Sponsor may suspend operations of the School for (i) failure to meet student performance requirements stated in this Contract, (ii) failure to meet generally accepted standards of fiscal management, (iii) violation of any provision of this Contract or applicable state or federal law which is not cured to the Sponsor's satisfaction, or (iv) other good cause, if Sponsor sends a written notice of intent to suspend explaining the reasons and provides the School Governing Authority with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the School Governing Authority fails to submit a remedy or fails to implement the remedy.

(b) Once the School is suspended it must cease operations on the next business day, immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore, and the School again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the School remains subject to non-renewal or termination proceedings in accordance with the law and as provided herein.

2. Non-Renewal, Suspension or Termination of Contract.

(a) The Sponsor may choose not to renew this Contract at its expiration or may choose to terminate the Contract prior to its expiration for any of the following reasons:

- (1) Failure to meet student performance requirements stated in the Contract or as set forth by ODE and/or law;
- (2) Failure to meet generally accepted standards of fiscal management, as set forth by ODE and/or law;
- (3) Violation of any provision of the Contract or applicable state or federal law; or
- (4) Other good cause.

(b) The Sponsor may choose to terminate the Contract prior to its expiration if the Sponsor has suspended the operation of the Contract under section 3314.072 of the R.C.

(c) **By February 1 of the year in which the Sponsor intends to not to renew this Contract, or, to terminate this Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the School may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing**

before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to not renew or not to terminate (as the case may be) this Contract.

(d) A decision by the Sponsor to terminate the Contract may be appealed to the state board of education within fourteen (14) days following the receipt of the Sponsor's written decision to terminate this Contract. The state board then conducts a hearing and issues a decision within sixty (60) days of the notice of appeal. The decision by the state board pertaining to an appeal under this section is final.

(e) The termination of the Contract under this section shall be effective upon the occurrence of the later of the following events:

(1) the date of the notice of termination; or

(2) If an informal hearing is requested and as a result of that hearing the Sponsor affirms its decision to terminate the Contract, the effective date of the termination specified in the notice issued by the Sponsor, or if that decision is appealed to 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.

No termination shall be effective until the end of a school year unless there is immediate danger to the health and safety of the students, in which case the school shall close on the date specified in the notice of termination.

(f) If the Contract is terminated under this section, the School shall not enter into a contract with any other sponsor.

3. Probation.

(a) In lieu of termination of this Contract or suspension of the operation of the School as provided for in sections 3314.07 and 3314.072 of the Revised Code, respectively, after consultation with the School Governing Authority, if the Sponsor finds that any of the conditions prescribed in division (B)(1) of section 3314.07 of the Revised Code apply to the School, the Sponsor may provide written notice to the School Governing Authority that the School is in a probationary status which shall not extend beyond the end of the current school year. The notice shall specify the conditions that warrant probationary status. The Sponsor may declare the School to be in such status only if it has received from the School Governing Authority reasonable assurances to the satisfaction of the Sponsor that the School Governing Authority can and will take actions necessary to remedy the conditions that have warranted such probationary status as specified by the Sponsor.

(b) The Sponsor shall monitor the actions taken by the School Governing Authority to remedy the conditions that have warranted probationary status as specified by the Sponsor and may take over the operation of the School as provided by section 3314.073 of the Revised Code or may take steps to terminate this Contract or to suspend operation of the School if the Sponsor at any time finds that the School Governing Authority is no longer able or willing to remedy those conditions to the satisfaction of the Sponsor.