

MODIFICATION NO. 9
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Constellation Schools: Westpark Community Elementary (“Governing Authority” or
“School”)

WHEREAS, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

NOW THEREFORE, the parties modify the Contract as follows:

1. Article IV, Section 4.1.

- a. In the first sentence of the section add “3313.6024,” “3313.818” and “3321.141” in the appropriate numerical order.
- b. In the first sentence of the section remove “3319.074.”
- c. In the fourth paragraph of the section replace “3313.614, and with R.C. 3313.61 and 3313.611” with “3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114.”
- d. The rest of Section 4.1 remains as original written in the Contract.

2. Article IV, Section 4.3. Insert the following as a new Section 4.3:

In-Service Training. Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention.

3. Article VI, Section 6.3. Remove the following from the fourth sentence: “if provided for by the School’s own policies.”

The rest of Section 6.3 remains as originally written in the Contract.

4. **Article VI, Section 6.11.** Before the last sentence of the section, insert the following new sentence: “To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014 and July 1, 2017 who failed to meet end-of-course exam requirements.”

The rest of Section 6.11 remains as originally written in the Contract.

5. **Article VII, Section 7.2.** In part (j), division (ii) of the section insert “with responsibility for fiscal operations or authorization to spend money on behalf of the School” after the word “School.”

The rest of Section 7.2 remains as originally written in the Contract.

6. **Article IX, Section 9.4.**

a. Insert “or Pooled Insurance” in the section header after “bond.”

b. Insert the following new paragraph before the last sentence of the section:

In lieu of a surety bond, the School may adopt a policy permitting its Fiscal Officer to obtain insurance coverage through an “employee dishonesty and faithful performance of duty policy” issued by a joint self-insured pool. Insurance coverage must for no less than twenty-five thousand dollars (\$25,000), and both the School and Sponsor shall be listed as additional insured parties. Coverage must be in place prior to the start of the Fiscal Officer’s term of office. The Fiscal Officer must notify the Governing Authority and Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 9.4**. The School must provide notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

c. Insert “or cancellation or lapse in insurance coverage” after “bond” in the last sentence of the section.

d. The rest of Section 9.4 remains as originally written in the Contract.


7. **Article XI, Section 11.15.** Insert the following as a new paragraph at the end of the section: “The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not be assigned to the sponsor of any surviving entity.”

The rest of Section 11.15 remains as originally written in the Contract.

8. Attachment 3.2 shall be replaced in its entirety with the attached.
9. Attachment 6.13 shall be replaced in its entirety with the attached.
10. Attachment 11.6 shall be replaced in its entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Educational Service Center of
Lake Erie West**

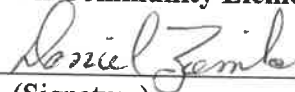
By: 
(Signature)

Its: Superintendent

with full authority to execute this Contract
for and on behalf of **Sponsor**
and with full authority to bind **Sponsor**.

Date: 1-30-2020

**Governing Authority of
Constellation Schools:
Westpark Community Elementary**

By: 
(Signature)

Its: President

with full authority to executive this Contract
for and on behalf of **Governing Authority**
and with full authority to bind **Governing Authority**.

Date: 10-17-19

ATTACHMENT 3.2 MANAGEMENT BY THIRD PARTY OPERATOR

1. Copy of Fully Executed Operator Contract

NOTE: Check here [☒] if the School is not currently managed by a third party. If the School decides to engage an operator in the future, this will require a contract modification.

Under R.C. 3314.032(A), new or renewed operator contracts entered into on or after February 1, 2016 must include the following:

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.



Constellation Schools LLC

"The Right Choice for Parents and a Real Chance for Children"

MANAGEMENT AGREEMENT

This Agreement, made this **16th day of May, 2019** by and between **Constellation Schools LLC** (hereinafter referred to as "**CS**") and **Constellation Schools: Westpark Community Elementary** (hereinafter referred to as "**School**") (together, the "**Parties**") is for the purpose of setting forth the management and administration arrangement agreed to by the Parties with respect to the operation of the School.

WHEREAS, the School has entered into a contract with Educational Service Center of Lake Erie West ("**Sponsor**") for the Purpose of operating a community school within the Cleveland Metropolitan School District in Cuyahoga County, Ohio; and

WHEREAS, the parties wish to enter into an agreement for their mutual benefit;

NOW, THEREFORE, the parties agree as follows:

1. **CONTRACT TERM AND EARLY TERMINATION.** This Agreement shall be for a term of one (1) year commencing July 1, 2019 and ending June 30, 2020. This Agreement shall automatically renew for additional one (1) year terms upon their expiration so long as the School has entered into or is continuing to operate under any valid community school contract with a sponsor as defined under Ohio Revised Code Chapter 3314 and provided this Agreement has not been terminated pursuant to this Paragraph. Either party may terminate or not renew this Agreement for material breach of the terms of this Agreement by prior written notice to the other, which must be received by the other party by January 10 of the year of termination or non-renewal, which shall be effective on June 30 of that year. Such notice shall detail all alleged material breaches of this Agreement justifying termination or non-renewal. The other party shall have thirty (30) day period to cure the reasons for termination. If the terminating or non-renewing party does not accept the cure provided, the Parties shall proceed to dispute resolution (as defined in Paragraph 15 below).
2. **SERVICES.** CS will provide business, financial, and other management services to the School during the term of this Agreement. Services to be provided by CS include:
 - a. CS will provide Superintendent, Treasurer, and Business Management Services;
 - b. Facilities management, including the coordination of all facility repairs and maintenances, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and coordination of related contractor services;
 - c. Marketing and media relations;
 - d. Human Resources services, including recruitment of personnel, interviewing candidates, updating and revising position descriptions, preparing employment contracts, and conducting BCI/ FBI criminal background checks;
 - e. Centralized purchasing and inventory control;
 - f. EMIS reporting assistance;
 - g. Financial services, including employment of a qualified school treasurer to act as the School's designated fiscal officer, financial reporting and record-keeping, bookkeeping services, preparation of financial statements, monitoring banking relationships, obtaining annual tax return filings, obtaining annual audits, preparation and monitoring of budgets, developing and maintaining fiscal models consistent with an internal audit function, maintaining financial accounting policies and procedures, and any statutory duties set forth in the Ohio Revised Code;
 - h. Educational Services, including Curriculum Development evaluation and review, evaluation of student assessments and accountability systems, coordination of standardized testing, updating and revising policies and procedures, establishment of conflict resolution plan, coordination of consolidated local plan, development and

maintenance of a viable technology plan, gifted plan, and special education plan, coordination of summer school and before/after school programs, and assisting with the breakfast and lunch program;

- i. Coordination of Professional and Staff Development, including the development and monitoring of teacher certification requirements and coordination of Local Professional Development Committee and Resident Educator program (does not include teacher mentoring and coaching).

Notwithstanding the foregoing, the School hereby designates CS as its agent, and CS hereby accepts such appointment, to undertake, or cause to be undertaken, any demolition, acquisition, construction, and/or development necessary or desired by the School which is related to any property owned or leased by the school.

3. PERSONAL PROPERTY. All personal property of the School, including equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices, shall be listed in **Exhibit A**. Exhibit A shall indicate whether each item is owned by the School or by CS. Any personal property purchased by CS after February 1, 2016 with state funds paid to CS by the School as payment for services rendered for use in the operation of the School shall be the property of the School.
4. REAL PROPERTY. Any facility owned by CS or the School shall be detailed in **Exhibit B**, which will include a description of the ownership of the property and, if CS leases the property to the School, an addendum to the lease demonstrating that an independent professional in the real estate field has verified that, at the time the lease was agreed to, the lease was commercially reasonable. In the event that this Agreement is terminated, title to the real property shall be retained by whichever party holds the deed.
5. MANAGEMENT FEE. The School agrees to pay for the above services during the term, and any renewal thereof, a fixed fee equal to One Hundred Ninety-Two Thousand Five Hundred and 00/100 Dollars (\$192,500.00) (the "Fixed Fee") plus a sum equal to 6.25% of the 2020 fiscal year Foundation payment received by the School, as reported in the Monthly Community School Foundation Report (the "Percent Fee") (collectively, the "Total Fee"). Notwithstanding anything to the contrary in this Agreement, the Fixed Fee shall in no event be less than fifty percent (50%) of the Total Fee and the Percent Fee shall be capped, if necessary, by an amount sufficient to meet this requirement. The Total Fee shall be due and owed at the beginning of the term or any renewal thereof, as applicable. CS may draw upon the annual obligation periodically. In addition to the Total Fee, the School shall reimburse CS for all out-of-pocket expenses that it may incur in carrying out the above listed activities.
6. SECURITY DEPOSIT. The School has paid to CS a refundable security deposit in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The Security deposit shall be used to secure payment of any outstanding obligations upon termination of the Agreement.
7. REPORTS. CS will provide the School with reports, information, and documentation that the School deems necessary, and CS deems to be reasonable.
8. SERVICE PROVIDERS. CS will use its best efforts to locate service providers (i.e. independent contractors) necessary to carry out this Agreement, and in so doing CS shall comply with all state and federal laws relating to or governing the engagement and assignment of such providers. Non-licensed/certificated personnel will be appropriately supervised.
9. INDEMNIFICATION. CS agrees to indemnify, defend and hold harmless the School from any loss, cost, expense, obligation, liability, fee, (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School due to any claims, actions or lawsuits brought against the School as a result of (i) the performance of CS, its employees, agents, subcontractors, representatives and assigns (collectively, "CS's agents") pursuant to the terms of this Agreement; (ii) the negligence, recklessness or intentional misconduct of CS or CS's agents; or (iii) any breach of this agreement by CS or CS's agents. Likewise, the School agrees to indemnify, defend and hold harmless CS from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the CS as a due to any claims, actions or lawsuits brought against CS as a result of (i) the


performance of the School, its employees, agents, subcontractors, representatives and assigns (collectively, the "School's agents") pursuant to this Agreement; (ii) the negligence, recklessness or intentional misconduct of the School or the School's agents; or (iii) any breach of this Agreement by the School or the School's agents.

CS shall indemnify the School for financial losses up to the amount of the management fee specified in Section 5 herein in the event such losses occur as a direct result of the existence of a business or familial relationship between the governing authority of the School or any of its officers or employees and CS or any of CS' officers or employees, unless such position with the governing authority or the business relationship is created pursuant to the operating agreement itself.

10. ADDITIONAL SERVICES. Nothing herein prevents the School from contracting with CS for certain additional support services at rates negotiated between CS and the School on a fee for service basis, so long as such services are not part of the services performed under this Agreement.
11. EMPLOYMENT OF CS EMPLOYEES. The School shall not offer employment to any CS employee assigned to the School during the current academic year without the express written consent of CS. The School shall not employ or contract with any CS employee for a period of two (2) years after such person leaves CS, for any reason, without the written consent of CS.
12. NONDISCRIMINATION. Neither party to this Agreement will discriminate against any person on the basis of race, color, religion, disability, national origin, age, or sex.
13. SUCCESSION. This Agreement shall inure to the benefit of CS and the School, and their respective representatives, successors, and assigns.
14. NOTICES. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the last known address for the School, Attention: Board Chairman, and to the principal office of CS at 5730 Broadview Road, Parma, Ohio 44134, Attention: Board Chairman, respectively.
15. DISPUTE RESOLUTION. The Parties agree that each will make every good faith effort to resolve any and all disputes under this Agreement amicably before taking any legal action in court, including submitting to non-binding mediation. If a dispute is not settled between CS and the School, non-binding mediation shall take place by a mediator provided by the Ohio State Bar Association and acceptable to both Parties. Each party shall pay for its own attorney fees.
16. TIME IS OF THE ESSENCE. Time is of essence, and this Agreement becomes null and void if it is not executed by both parties prior to July 31, 2019. The Agreement is not effective until executed by each party.
17. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and contract between the Parties. All prior representations or agreements that are not explicitly contained herein are null and void and of no effect.


This Agreement may only be modified in a writing executed by each party hereto.

CONSTELLATION SCHOOLS, LLC

By: 
Executive Director

Date: 6/20/19

CONSTELLATION SCHOOLS: WESTPARK COMMUNITY ELEMENTARY

By: 
President

Date: 6-20-19

EXHIBIT A

PERSONAL PROPERTY

All personal property located at the School is either owned directly by the School or is leased through a third party leasing company. Leased items include copy machines, postage machines and technology equipment.

The management company, Constellation Schools, LLC does not own or lease any equipment used by or located at the School.

EXHIBIT B

SCHOOL FACILITY REAL PROPERTY

All real property which the school operates out of is owned 100% by the school. A copy of the deed is available for review at the management company offices.

The address of the property is 16210 Lorain Avenue, Cleveland, Ohio 44111.

ATTACHMENT 6.13

ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including both the 105 hour automatic withdrawal procedures for students prior to November 1, 2018 and the 72 hour automatic withdrawal procedures for students after that date

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.



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4.1070 Attendance/Truancy/Withdrawal

General Policy

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 4.1090 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board.

Excused Absences

Absences due to the following will be excused:

1. Personal physical illness that prevents attendance at School (at the discretion of the Principal or his/her designee, a written statement from a physician may be required).
2. Personal mental illness such that the student will not benefit from instruction (at the discretion of the Principal or his/her designee, a written statement from a physician/mental health professional may be required).
3. Illness in the family necessitating the presence of the child (at the discretion of the Principal or his/her designee, a written statement from a physician and an explanation as to why the child's absence was necessary may be required).
4. Quarantine of the home (absence will be excused for the duration of the quarantine as determined by proper health officials).
5. Death in the family (Absence will be excused for no more than eighteen (18) hours unless the Principal or his/her designee determines that a longer absence is reasonably necessary).
6. Medical or dental appointments (at the discretion of the Principal or his/her designee, a written statement from a physician confirming the appointment may be required).
7. Observance of religious holidays consistent with the child's truly held religious beliefs.
8. College or university visits (at the discretion of the Principal or his/her designee, verification of the date and time of the visit may be requested).
9. Absence due to a placement in or changes to a foster care placement or any court proceeding related to a student's foster care status.
10. Absences due to a student being homeless.
11. The existence of an emergency condition at home such as absence, illness, or death of the parent.



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12. Necessary work in a family business or on a family farm (after proof of necessary absence is provided to the Principal or his/her designee.)
13. Necessary work directly and exclusively for a child's parent, if the child is over the age of fourteen (14) and has been in regular attendance at school during the current school year (after proof of necessary absence is provided to the Principal or his/her designee).
14. Instruction at home from a person qualified to teach the branches of education in which instruction is required and such additional branches, as the advancement and needs of the child may require (after adequate certification of home instruction has been provided to the Principal or his/her designee).
15. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.
16. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

Prior to or upon the student's return, the parent shall provide to the School an explanation of the cause for absence. Failure to provide an explanation of the cause of absence, shall result in an unexcused absence. The Principal or his/her designee shall determine whether provided explanation of the cause of absence justifies excusing the absence in accordance with the terms in this policy. The Principal or his/her designee reserves the right to verify any such explanation of the cause of absence and to investigate the cause of each individual absence as it deems appropriate.

17. Vacations that interfere with school attendance should be discussed with a school administrator in advance of the planned vacation, if at all possible. Students who take vacation trips during the school year shall be considered absent with parental permission. It will be the obligation of the parent and the student to see that work missed is made up, and if necessary, secure a tutor without undue demand upon the classroom teacher. In addition, the following will be expected:

- A. Parental notification (either written or phone call to the school secretary) should be given three days in advance before leaving. **No more than five (5) days per year of vacation will be counted as excused absences.**
- B. All work assigned will be due the first day the student returns to school.
- C. All assessments missed during vacations will be made up following the student's return.

Excuses from future school attendance:

1. Shall be limited to a period not to exceed thirty (30) school hours and can be renewed at the discretion of the Superintendent or his/her designee for thirty (30) additional hours.



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Absences shall not exceed sixty (60) consecutive hours unless the child's parent has recently died or become totally or partially incapacitated and there is no older sibling living in the home who is out of school. At the discretion of the Superintendent or his/her designee, a written statement from a physician may be required.

2. May not materially endanger the child's educational welfare and scholastic advancement.

Withdrawal

A student who fails to participate in seventy-two (72) consecutive hours of learning will be automatically withdrawn, from the School, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Principal or his/her designee shall attempt to ascertain the reason for withdrawal and shall immediately inform the Superintendent or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Superintendent or his/her designee shall notify the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Superintendent or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Superintendent or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two (2) weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Superintendent or his/her designee.

Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student is more than five minutes late for School or for a class. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is thirty-five (35) minutes tardy to school and leaves school forty-five (45) minutes early, the student shall be counted as absent for eighty (80) minutes of that day).

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurse's office, counselor meetings, or remediation sessions.



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Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

Truancy and Absence Intervention Strategies

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate nonmedical excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually truant include but are not limited to:

1. the student was enrolled in another school;
2. the student's absence was excused in accordance with applicable law or policy; or,
3. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the School will assign the student to an Absence Intervention Team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after



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implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT. The plan shall be implemented not later than seven (7) days prior to the first day of instruction of the next school year.

AIT Exemption: The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

The School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a habitual truant;
3. Requesting or requiring a parent to attend parental involvement programs;
4. Requesting or requiring a parent to attend truancy prevention mediation programs;
5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an AIT or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

1. the student is a habitual truant;
2. the School has made meaningful attempts to re-engage the student through the AIT plan, other intervention strategies, and any other offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the AIT plan, as determined by the AIT, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls during the summer months, at the School's discretion, the AIT or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the AIT plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the AIT has determined that the student has made substantial progress on the absence intervention plan.



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The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

Reporting

The School shall report to the Ohio Department of Education, as soon as practicable, any of the following occurrences:

1. When a student is deemed habitually truant.
2. When a student is deemed excessively absent.
3. When a student has been adjudicated an unruly child for being a habitual truant and violates the court order regarding that adjudication.
4. When an AIT plan has been implemented for a student.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

R.C. 2151.011; R.C. 2151.27; R.C. 3314.03(A)(6); R.C. 3314.11; R.C. 3321.01; R.C. 3321.041; R.C. 3321.13-.191 O.A.C. 330-69-02.

Adopted: September 19, 2019



Performance Accountability Framework Attachment 11.6 – 19-20 School Year

School Name:	Constellation Schools Westpark Community Elementary
School IRN#:	132993
Building Principal/Director	Sheila Delzani, Principal
Board President	Daniel Ziemba
Start Date of Current Contract	7-1-2012
End Date of Current Contract	6-30-2022
Management Company	Constellation Schools, LLC
School Mission:	Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success.

A.01	ACADEMIC PERFORMANCE STANDARD		CHRONIC ABSENTEEISM
<p>It is important for Ohio's students to be in class every day ready to learn. Ohio defines chronic absenteeism as missing ten percent or more of the school year for any reason. A child who is not in school is a child who is missing out on his or her education. Beginning in 2018, the Chronic Absenteeism Improvement Indicator was included in the Academic Performance measures. Schools meeting this goal will have achieved one of the measures indicated below:</p> <p>1. Meeting or exceeding the annual Ohio goal (11.5 percent for 2019-2020);</p> <p><u>OR</u></p> <p>2. Meeting an improvement standard relative to the starting point of each school or district. Technical documentation for Chronic Absenteeism from ODE requires the following calculations be used:</p> <ul style="list-style-type: none"> If your current chronic absenteeism rate is between 12.6% - 36.7%, your goal will indicate a 1.1% improvement; If your current chronic absenteeism rate is between 36.6% - 99% your goal will indicate a 3% improvement 			
	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	20.0%
ACTUAL	NA	21.1%	
RATING	NA	NA	
EXPLANATION OF GOAL/ STRATEGIES TO MEET THIS GOAL			
EXPLANATION OF GOAL	Reduction in chronic absenteeism per required ODE calculations		
STRATEGIES USED TO DECREASE CHRONIC ABSENTEEISM	Phone calls and letters home, incentives for good attendance, meetings between parents and administrative team members to address specific issues, referral to and support from Constellation Management, compliance with all current required practices for students who are at-risk of being chronically absent. Parents are encouraged to use current electronic communication pathways and databases including Class Dojo to engage in two-way conversations and check progress.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

A.02	ACADEMIC PERFORMANCE STANDARD		PERFORMANCE INDEX
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The Performance Index measures the achievement of every student, not just whether or not he or she reaches "proficient." Districts and schools receive points for every student's level of achievement. The higher the student's level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of highest- and lowest-performing students.</p> <p>Goals set for this standard must address number of points earned out of 120. In the "Explanation..." box you will include the numeric increase. In the "Strategies..." box list the strategies you will use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	80%	50% -- 60 PI Points	104.8 points out of 120
ACTUAL	40%	86.4% -- 103.7 points	
RATING	Not Met	Met	
EXPLANATION OF GOAL/STRATEGIES TO MEET THIS GOAL			
EXPLANATION OF GOAL	We need 104.8 performance index points for the 19-20 school year.		
STRATEGIES TO MEET THE GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. Specifically our TBTs are working to address a 10 out of 12 mastery increase from low average to average academic performance through the use of the overall strand pre-and post-test and targeted standards throughout the TBT process. This strategy employs small group instruction, differentiated instruction, and informal/formal assessments to meet mastery. This should help our students move from lower OST proficiency levels to higher ones, which will increase our PI points. 75% of students in each tested strand will obtain 10 out of 12 points for mastery of the targeted strand.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

A.03	ACADEMIC PERFORMANCE STANDARD		INDICATORS MET
<p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them.</p> <p>The Indicators Met measure represents student performance on state tests. They are based on a series of up to 26 state tests that measure the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 27 possible indicators.</p> <p>Goals set for this standard must address the numeric increase of indicators met. In the "Explanation..." box you will include the numeric increase. If the numeric measure increases by +2 or less, the % of growth in either math or ELA must also be indicated and described. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	82%	83%	3 of 5 indicators
ACTUAL	85%	60%	
RATING	Met	Not Met	
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We plan to achieve at least 3 indicators and we would like to see a 3% increase in ELA.		
STRATEGIES TO INCREASE THE NUMBER OF INDICATORS MET	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. Specifically our TBTs are working to address a 10 out of 12 mastery increase from low average to average academic performance through the use of the overall strand pre-and post-test and targeted standards throughout the TBT process. This strategy employs small group instruction, differentiated instruction, and informal/formal assessments to meet mastery. This should help us earn more indicators on the next LRC. 75% of students in each tested strand will obtain 10 out of 12 points for mastery of the targeted strand. In order to improve indicators met for 19-20, we have departmentalized 3rd and 4th grade and moved staff into their accomplished subject matter to have the most highly qualified teachers addressing each subject matter.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

A.04	ACADEMIC PERFORMANCE STANDARD		PROGRESS
<p>Progress looks closely at the growth that all students are making based on their past performances. There are four measures within the component: progress for all students; progress for gifted students; progress for students with disabilities; and progress for students whose academic performance is in the lowest 20 percent of students statewide.</p> <p>A goal set for this standard must identify the amount of growth for one of the four individual measures listed above (This will be indicated by a positive change in the "Single Year Index" number.) In the "Explanation..." box you will include the numeric increase. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	Overall: A Students with Disabilities: A	Overall: A Students with Disabilities: NR	Increase lowest 20% from NR in 18-19 to D or better in 19-20
ACTUAL	Overall: A Students with Disabilities: NR	Overall: A Students with Disabilities: A	
RATING	Met	Met	
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We will increase lowest 20% single year index from NR to D.		
STRATEGIES TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. Specifically our TBTs are working to address a 10 out of 12 mastery increase from low average to average academic performance through the use of the overall strand pre-and post-test and targeted standards throughout the TBT process. This strategy employs small group instruction, differentiated instruction, and informal/formal assessments to meet mastery. This should help our students move from lower OST proficiency levels to higher ones, which will increase our PI points. 75% of students in each tested strand will obtain 10 out of 12 points for mastery of the targeted strand. Through small group instruction and individualized learning centers, students in the lowest 20% will have their specific needs addressed to meet their mastery skill level.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

A.05	ACADEMIC PERFORMANCE STANDARD		GAP CLOSING
<p>Schools must close the gaps that exist in the achievement between “all Ohio Students” and those groups who are more vulnerable. The Gap Closing component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation rate. Gap Closing compares the academic performance of nine student groups (American Indian/Alaskan Native; Asian/Pacific Islander; Black, Non-Hispanic; Hispanic; Multiracial-White, Non-Hispanic; economically disadvantaged; Students with Disabilities; English Learners) against the performance of a 10th group: all students in Ohio.</p> <p>A goal set for this standard must address the increase in overall gap closing (Indicated by a decrease in the gap.). In the “Explanation...” box you will indicate the numeric change. In the “Strategies...” box you will include a description of the strategies you will use to meet this goal. This goal must relate to one or more of the nine subgroups of students (listed above) and must indicate the targeted area of math, ELA or graduation rate for the selected subgroup.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	A	A	We will maintain 100% -- A
ACTUAL	A	A	
RATING	Met	Met	
EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We will maintain our GAP closing score of A – 100%		
STRATEGIES TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. Specifically our TBTs are working to address a 10 out of 12 mastery increase from low average to average academic performance through the use of the overall strand pre-and post-test and targeted standards throughout the TBT process. This strategy employs small group instruction, differentiated instruction, and informal/formal assessments to meet mastery. This should help our students move from lower OST proficiency levels to higher ones, which will help us maintain our Gap closing. 75% of students in each tested strand will obtain 10 out of 12 points for mastery of the targeted strand. Through TBTs and highly qualified teachers, a program of departmentalization as well as small group instruction and differentiation should allow our students to maintain our Gap closing of 100% - A.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

A.06	ACADEMIC PERFORMANCE STANDARD		GRADUATION RATE
<p>The Four-Year Graduation Rate counts as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate counts those students who graduate within five years of entering ninth grade for the first time.</p> <p>The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four-year graduation rate; and 40%- the letter grade for the five-year graduation rate.</p> <p>A goal set for this standard must list an increase in the overall graduation rate percentage. In the "Explanation..." box, schools must identify one of the two specific measures targeted (4-year or 5-year) and the increase in percentage. In the "Strategies..." box, specific strategies being implemented to increase this rate should be listed.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	NA
ACTUAL	NA	NA	NA
RATING	NA	NA	NA
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	NA – this school does not serve students in the high school grade band		
STRATEGIES USED TO MEET THIS GOAL	NA – this school does not serve students in the high school grade band		
THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
NA	NA	NA	NA
END OF YEAR PERFORMANCE SUMMARY:			
NA – this school does not serve students in the high school grade band			

A.07	ACADEMIC PERFORMANCE STANDARD		IMPROVING AT-RISK K-3 READERS
<p>Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. Improving at-risk K-3 Readers looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.</p> <p>The measure and component relate to Ohio's Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Through this initiative, districts and schools diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions. Specifically, this measure tracks the following:</p> <ol style="list-style-type: none"> 1. Students who were not on track in reading last year in kindergarten and now are on track in first grade; 2. Students who were not on track in reading last year in first grade and now are on track in second grade; 3. Students who were not on track in reading last year in second grade and now are on track in third grade; and 4. Students who were not on track in reading last year at the beginning of third grade who scored "Proficient" on Ohio's third grade English language arts test. <p>Improving at-risk K-3 Readers scoring uses results from two assessments: a reading diagnostic given to all students in kindergarten through grade 3 at the beginning of the school year and Ohio's state third grade English language arts test given to third-graders twice during the school year.</p> <p>A goal addressing this standard must identify the expected increase in the overall percentage. In the "Explanation..." box, the school should state which one of the four items listed above will be targeted for improvement. In the "Strategies..." box you will describe the targeted strategies aimed at meeting this goal.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	B 71%	B 73%	We will achieve 75.6%
ACTUAL	B 72.4%	B 74.6%	
RATING	MET	MET	
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	We will work on current 3 rd graders who were not on track in 2 nd grade to get these students to "Proficient."		
STRATEGIES USED TO MEET THIS GOAL	Use of Reading Street including primary core instruction and targeted intervention; use of Title I funds and personnel for push-in and pull-out intervention groups. Use of NWEA quarterly assessments and RIMP plans and assessments to monitor students' progress.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:	

A.08	ACADEMIC PERFORMANCE STANDARD	PREPARED FOR SUCCESS	
<p>The Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities. Using multiple measures to determine college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.</p> <p>A Prepared for Success letter grade is based on how well the students performed on these six measures: ACT or SAT remediation-free scores; an Honors Diploma; twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields; at least one Advanced Placement test score of 3 or higher; International Baccalaureate test scores of 4 or higher; and earning at least three College Credit Plus credits.</p> <p>A goal for this standard must identify the increase in the overall percentage of the school's "Prepared for Success" score. In the "Explanation..." box you will identify one of the six measures listed above as a target area. In the "Strategies..." box you will list specific strategies you will utilize to positively impact the targeted area you have chosen.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	NA
ACTUAL	NA	NA	NA
RATING	NA	NA	NA
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL:	NA – this school does not serve students in the high school grade band		
STRATEGIES USED TO MEET THIS GOAL	NA – this school does not serve students in the high school grade band		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
NA	NA	NA	NA
END OF YEAR PERFORMANCE SUMMARY:			
NA – this school does not serve students in the high school grade band			

A.09	ACADEMIC PERFORMANCE STANDARD		OTHER ACADEMIC MEASURE
<p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard must include the name of the assessment and the expected increase. In the "Explanation..." box, you will include a brief description of the assessment, the metrics used to determine growth, and the increase you intend to see. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	72	74% of students will show 1 year's growth in March on the MAP.	80% of students will make growth from fall 19 to spring 20 NWEA MAP tests in both math and ELA
ACTUAL	NA	76	
RATING	NA	Met	
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL:	The NWEA Map is our assessment, which we use 3 times a year. The test data shows growth data from fall to winter and from winter to spring.		
STRATEGIES USED TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. Specifically our TBTs are working to address a 10 out of 12 mastery increase from low average to average academic performance through the use of the overall strand pre-and post-test and targeted standards throughout the TBT process. This strategy employs small group instruction, differentiated instruction, and informal/formal assessments to meet mastery. This should help our students move from lower NWEA levels to higher ones, which will increase the number of students making growth from fall 19 to spring 20. We expect at least 7% of our students in low and low-average categories to test into at least the next highest category of NWEA rating which should allow us to meet our 80% growth goal.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

A.10	ACADEMIC PERFORMANCE STANDARD	OTHER ACADEMIC MEASURE-SPECIFIC SUBGROUP	
<p>Schools serving specific subgroups of students (e.g., schools serving at-risk students) must identify additional measures and targets relevant to the particular subgroup served to evaluate student performance beyond the gap closing measures.</p> <p>Goals set for this standard must include the subgroup of students being targeted, the name of the assessment and the percentage of increase for the specific subgroup. In the "Explanation..." box, schools should include a brief description of the assessment and the increase in scores expected for that specific sub-group of students. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change for the sub-group of students.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	80% of students in the lowest 20% will make growth from fall 19 to spring 20 NWEA MAP tests in both math and ELA
ACTUAL	NA	NA	
RATING	NA	NA	
EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL			
EXPLANATION OF GOAL	The NWEA Map is our assessment, which we use 3 times a year. The test data shows growth data from fall to winter and from winter to spring.		
STRATEGIES USED TO MEET THIS GOAL	<p>In all classrooms teachers use the published standards to provide on-grade-level instruction. Within each classroom, instruction is differentiated and teachers provide intervention for students who need extra help to master the standards. The school uses NWEA assessments quarterly to benchmark progress and students on a RIMP or on the RTI lists also are given the AIMS 2.0+ test to determine growth and response to interventions. The school has the services of an education program coordinator, a professional development program coordinator, and a curriculum program coordinator at the management company level. These professionals provide academic data coaching and they also visit classrooms frequently to assess adult implementation of teaching and learning best-practices. Teachers expect all students to make growth and students chart their progress and set goals for achievement. Specifically our TBTs are working to address a 10 out of 12 mastery increase from low average to average academic performance through the use of the overall strand pre-and post-test and targeted standards throughout the TBT process. This strategy employs small group instruction, differentiated instruction, and informal/formal assessments to meet mastery. This should help our students move from lower NWEA levels to higher ones, which will increase the number of students making growth from fall 19 to spring 20. We expect at least 7% of our students in low and low-average categories to test into at least the next highest category of NWEA rating which should allow us to meet our 80% growth goal for the lowest 20%.</p>		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO

END OF YEAR PERFORMANCE SUMMARY:			

A.11	ACADEMIC PERFORMANCE STANDARD		COMPARATIVE GOAL	
In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data.				
The method for use on Ohio’s Local Report Cards starts with any given district and identifies up to 20 districts that are most similar according to six criteria. Statistically speaking, these are the "nearest neighbors" of the selected district. Recognizing that community schools are unique, goals in this area should identify performing at rates “higher or equal to” at least <u>two</u> “similar” schools in <u>one</u> (each) of the following areas reported on the LRC: Performance Index; Progress; Gap Closing; Improving at-risk K-3 Readers; or Graduation Rate. “Similar” schools should be comparable in percent poverty, and percent minority students.				
Goals set for this standard must identify the two areas for comparison and the verbiage “higher than or equal to”. In the chart below, “similar schools” will be listed in the far left column with the data to show similarity (percent poverty and percent minority student) Next, you will enter the LRC data to show comparability (your choice of two LRC measures).				
	2017-2018	2018-2019	2019-2020	
GOAL	NA	NDB = Newton D. Baker, a Cleveland Municipal School in the same zip code. RGJ=Robinson G Jones, a Cleveland Municipal School in the same zip code. WCE = Westpark Community Elementary in the same zip code.	CON WESTPARK will perform higher or equal to Robinson G. Jones in K-3 literacy and Progress. CON WESTPARK will perform higher than or equal to Newton D Baker in Progress and K-3 literacy.	
ACTUAL	NA	P.I.- NDB: 68.5% RGJ: 73.9% WCE: 88% Ind. Met – NDB: 0% RGJ: 12.5% WCE: 50% Gap Close- NBD: 62.5% RGJ: 89.9% WCE: 100% K-3 Lit. – NDB: 31.7% RGJ: 53.1% WCE: 74% Progress – NDB: F RGJ: A WCE: A		
RATING		Met		
CHART TO INDICATE TWO SIMILAR SCHOOLS AND A COMPARISON OF LRC DATA				
	% POVERTY	% MINORITY	YOUR CHOICE OF LRC CATEGORY	YOUR CHOICE OF LRC CATEGORY

Constellation Westpark Elementary	64.5%	45.9%	Progress	K-3 Literacy
Newton D Baker	100%	75.2%	Progress	K-3 Literacy
Robinson G Jones	100%	62.4%	K-3 Literacy	Progress
THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR				
MONTH	EVIDENCE PRESENTED BY SCHOOL		TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:				

NA.01	NON-ACADEMIC PERFORMANCE STANDARD		MISSION SPECIFIC GOAL
<p>State the School's Mission: Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life-long success.</p> <p>This goal must include mission-specific performance measures and targets.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	0 suspensions	1 suspension	Students will have access to PBIS activities at least 3 times a year as reported in the director's report submitted into Epicenter
ACTUAL	2 suspensions	2 suspensions	
RATING	NOT MET	NOT MET	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	MISSION: Constellation Schools provides every child an opportunity to obtain an excellent education built on a foundation of character education for life long success. Our goal is to provide PBIS-related character education activities and programming for all students in our school, while supporting all staff with professional development which focuses on character education.		
STRATEGIES USED TO MEET THIS GOAL	We will continue our PBIS assemblies and classroom activities and will use student behavior data and research on school climate and conditions to adjust program content as needed.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

NA.02	NON-ACADEMIC PERFORMANCE STANDARD		PARENT SATISFACTION
<p>The ESCLEW recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.</p> <p>Goals in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) <u>and</u> identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p>			
	2017-2018	2018-2019	2019-2020
GOAL	95.9%	99.5%	95% positive rating on the annual Federal programs Title 1 survey
ACTUAL	99%	100%	
RATING	MET	MET	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	Our school collects data through a survey given every year to parents as a part of our Federal Programs requirements. We use this feedback to see if there are trends in the data that would lead us to continue or modify certain practices and procedures.		
STRATEGIES USED TO MEET THIS GOAL	Periodic family events at the school and ongoing contact via email and Class Dojo		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

NA.03	NON-ACADEMIC PERFORMANCE STANDARD	GOVERNING BOARD PERFORMANCE	
<p>The ESCLEW expects a sponsored community school to comply with all rules and regulations regarding a Governing Board. To this end, it is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p>Goals for this standard must address the ability of the individual members and/or combined entity in increasing the efficiency and/or effectiveness of the board. This could include: attending professional developments; attendance rates at meetings; attendance rate at school functions; etc.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	<p>During the 2017/2018 school year the board members will receive annual training as required by state law and the sponsor agreement. Board meetings will be held monthly with an attendance rate of 95% or better for board members. Each board member will participate in a minimum of three of the following:</p> <ul style="list-style-type: none">a. Additional organizational committeeb. Organizational Strategic Planningc. Attendance at a school sponsored eventd. Accompany school sponsor during their school visite. School site visit when school in session – coordinated with Principalf. Attendance at a National or State Charter School Conference	<p>During the 2018/2019 school year, 100% of the board members will receive annual training as required by state law and the sponsor agreement. Board meetings will be held monthly with an attendance rate of 96% or better for board members. Each board member will participate in a minimum of three of the following:</p> <ul style="list-style-type: none">a. Additional organizational committeeb. Organizational Strategic Planningc. Attendance at a school sponsored eventd. Accompany school sponsor during their school visite. School site visit when school in session – coordinated with Principalf. Attendance at a National or State Charter School Conference	<p>Each year (July 1 -- June 30), the board will achieve the following:</p> <ul style="list-style-type: none">1. Achieve a quorum at 11 of 12 (91%) regularly-scheduled board meetings2. Members of the board will collectively participate in at least 3 of the following activities:<ul style="list-style-type: none">• visit the school while classes are in session;• attend a school event (I.e. field trip, professional development, graduation, promotion, opening convocation, motivational speaker);• attend a sponsor visit to the school;• serve on a committee related to the school (I.e. professional development, LPDC, finance, scholarship, gold event, holiday committee);• attend a regional, state, or national conference related to school choice or charter schools (I.e. National Charter School conference)3. 100% of board members will complete the required board training.

			(Approved by board president and RKeeney)
ACTUAL	95% attendance	Training complete; participation in 3 events by each board member unmet	
RATING	MET	NOT MET	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	Board members will get required training, will collectively attend PD events, and will maintain quorum at 11 of 12 board goals		
STRATEGIES USED TO MEET THIS GOAL	ESC of LEW will monitor attendance at each monthly board meeting. Board presidents will assist with quorum counts and will assist other board members in attending PD events listed above.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

NA.04	NON-ACADEMIC PERFORMANCE STANDARD		ORGANIZATIONAL/OPERATIONAL
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected organizational/operational outcomes. Goals must measure the organizational and operational performance of the school with specific annual metrics and targets.</p> <p>Goals set for this standard should be the ON-TIME and ACCURACY PERCENTAGES of compliance (requirements in statute), community school contract, governing authority, school, and financial requirement submissions within Epicenter. (If percentages are at 97% or above, maintenance is allowed.)</p>			
	2017-2018	2018-2019	2019-2020
GOAL	NA	100%	ON-TIME % - 95% ACCURACY % - 95%
ACTUAL	NA	100% on time 100% accuracy	ON-TIME % - ACCURACY % -
RATING	MET	MET	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	At least 95% of Epicenter submissions will be submitted on time and will be accurately-rated.		
STRATEGIES USED TO MEET THIS GOAL	Constellation management support for the building in achieving compliance tasks in Epicenter; discussion of upcoming Epicenter tasks with RTAE during monthly site visits; contact with ESC of Lake Erie West personnel as potential issues arise with timeliness and accuracy.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

NA.05	NON-ACADEMIC PERFORMANCE STANDARD		FINANCIAL PERFORMANCE
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial performance outcomes with annual clear, measurable metrics and targets.</p> <p>Goals set for this standard must address audits, debt reduction, or the submission of accurate and on-time financials into Epicenter.</p>			
	2017-2018	2018-2019	2019-2020
GOAL	<p>During the 2017/18 school year, Constellation will prepare monthly financial reports within 2 weeks of the end of each month, that are approved by the school board and filed with the sponsor. Prepare and submit all financial reports, budgets and statements required by the sponsor, state government and federal government in a timely and accurate manner. Conduct annual audits that are free of exceptions. Maintain and/or increase enrollment as needed to develop balanced budgets. Maintain a minimum of 90 days cash on hand. Follow purchasing policies approved by the board. Maintain property and liability insurance at levels required in the sponsor agreement.</p>	<p>During the 2018/19 school year, Constellation will prepare monthly financial reports within 2 weeks of the end of each month, that are approved by the school board and filed with the sponsor. Prepare and submit all financial reports, budgets and statements required by the sponsor, state government and federal government in a timely and accurate manner. Conduct annual audits that are free of exceptions. Maintain and/or increase enrollment as needed to develop balanced budgets. Maintain a minimum of 90 days cash on hand. Follow purchasing policies approved by the board. Maintain property and liability insurance at levels required in the sponsor agreement.</p>	<p>The school will receive audits that are free from major findings, and will achieve a minimum on-time and accuracy rating in Epicenter of 95%. (Approved by CZito)</p>
ACTUAL	100%	100%	
RATING	MET	MET	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	The goal establishes the audit quality and on time/accuracy of fiscal spot-checking in Epicenter		
STRATEGIES USED TO MEET THIS GOAL	Monthly monitoring and partnering with the ESC of LEW fiscal consultant to assure compliance and quality		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

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NA.06	NON-ACADEMIC PERFORMANCE STANDARD		FINANCIAL SUSTAINABILITY
<p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial sustainability outcomes with clear and measurable metrics and targets. This refers to the ability of the administrators to maintain the organization over the long term.</p> <p>Goals set for this standard must address 1. Student Enrollment (the actual number should be indicated); AND 2. Unrestricted Cash Reserve Balance (goal must have a minimum of 15 days)</p>			
	2017-2018	2018-2019	2019-2020
GOAL	NA	NA	The school will maintain a minimum enrollment of 95% FTE of the October Community Schools Funding Report and will maintain an unrestricted cash reserve balance of at least 30 days. (Approved by CZito)
ACTUAL	NA	NA	
RATING	NA	NA	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
EXPLANATION OF GOAL	The school's minimum enrollment is measured and budgeted via the October Community Schools Funding Report and the unrestricted cash flow is reported in the board book each month		
STRATEGIES USED TO MEET THIS GOAL	Proper financial controls and protocols using enrollment numbers and GAAP procedures.		
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR			
MONTH	EVIDENCE PRESENTED BY SCHOOL	TECHNICAL ASSISTANCE	PROGRESS MADE YES OR NO
END OF YEAR PERFORMANCE SUMMARY:			

NA.07		NON-ACADEMIC PERFORMANCE STANDARD		STUDENT DISCIPLINE		
<p>Beginning with the 2019-2020 school year, schools are required to report and evaluate the number of out-of-school suspensions issued for students in grades pre-K through 3 on an annual basis. The ESCLEW expects each school's number of out-of-school suspensions to decrease each year as alternative methods of student discipline are implemented.</p> <p>A. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades K-3.</p> <p>B. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 4-8.</p> <p>C. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 9-12.</p>						
	2017-2018		2018-2019		2019-2020	
GOAL	N/A		N/A		K-3	2
					4-8	2
					9-12	
ACTUAL	N/A		NA		K-3	
					4-8	
					9-12	
RATING	NA		NA			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY						
	Previous year's out-of-school suspensions	This year's goal for out-of-school suspensions	Strategies to accomplish this goal			
K-3	0	2	PBIS strategies implemented building-wide; teachers are trained to de-escalate within the classroom before doing an office referral; all teachers have a common behavioral expectation set.			
4-8	2	2	PBIS strategies implemented building-wide; teachers are trained to de-escalate within the classroom before doing an office referral; all teachers have a common behavioral expectation set.			
9-12	NA	NA	NA – this is a K-4 school.			
THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR						
MONTH	EVIDENCE PRESENTED BY SCHOOL		TECHNICAL ASSISTANCE		PROGRESS MADE YES OR NO	
END OF YEAR PERFORMANCE SUMMARY:						

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TA for document population provided by DLONGSTRETH August 2019 and 9-23-2019.