

MODIFICATION NO. 14
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Menlo Park Academy (“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, 2011; and

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

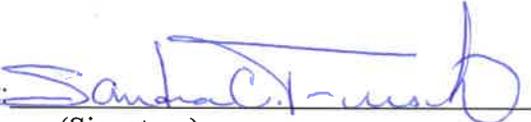
NOW THEREFORE, the parties modify the Contract as follows:

1. **Article IV, Section 4.1.** In the first sentence of the section add “3313.6026,” “3319.318,” “3319.393,” and “5502.703” in the appropriate numerical order. The rest of Section 4.1 remains as originally written in the Contract.
2. **Article IX, Section 9.7.**
 - a. In the first sentence of the section remove “two and a half percent (2.5%)” and insert “two point seventy-five percent (2.75%)” in its place.
 - b. In the first sentence of the second paragraph of the section remove “two and a half percent (2.5%)” and insert “two point seventy-five percent (2.75%)” in its place.
 - c. The rest of Section 9.7 remains as originally written in the Contract.
3. **Article XI, Section 11.5.**
 - a. In the first sentence of the section remove “twelve (12)” and insert “thirteen (12)” in its place.
 - b. In the first sentence of the section remove “June 30, 2023” and insert “June 30, 2024” in its place.
 - c. The rest of Section 11.5 remains as originally written in the Contract.
4. **Attachment 6.3** shall be replaced in its entirety with the attached.
5. **Attachment 9.2** shall be replaced in its entirety with the attached.
6. **Attachment 9.3** shall be replaced in its entirety with the attached.
7. **Attachment 9.4** shall be replaced in its entirety with the attached.
8. **Attachment 11.6** shall be replaced in its entirety with the attached.

[Signature on Following Page]

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: 1-24-2023

**Governing Authority of
Menlo Park Academy**

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: 12/15/22

ATTACHMENT 6.3 EDUCATIONAL PLAN

1. Educational Plan
 - a. Mission and philosophy
 - b. Characteristics of the students the School expects to attract
 - c. Ages and grades of students
 - d. Description of curriculum
 - e. Instructional delivery methods used
 - f. Description of how curriculum aligns with Ohio Content Standards
2. Description of all classroom-based and non-classroom-based learning opportunities
 - a. Classroom-based
 - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

If the School operates as an internet- or computer-based community school, the description must include, at a minimum:

- a. A description of the filtering device or computer software used to protect students from access to materials that are obscene or harmful
- b. A plan indicating the number of times a teacher will visit each student throughout the school year and the manner in which those visits will be conducted
- c. The address of the central base of operation

The Governing Authority DOES/DOES NOT intend to seek designation for the School as a STEM school under R.C. 3326.032.

NOTE: Learning opportunities are classroom-based or non-classroom-based supervised instructional and educational activities that are defined in the School's contract and are:

- d. Provided by or supervised by a licensed teacher;
- e. Goal-oriented; and
- f. Certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-102-02)

If the School has registered a Blended Learning Plan, the description must include, at a minimum:

- a. An indication of what blended learning model or models will be used
- b. A description of how student instructional needs will be determined and documented
- c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level
- d. The school's attendance requirements, including how the school document participation in learning opportunities
- e. A statement describing how student progress will be monitored
- f. A statement describing how private student data will be protected
- g. A description of the professional development activities that will be offered to teachers

If the School has a Preschool, the description of the must include, at a minimum:

- a. Characteristics of the students the School expects to attract
- b. Ages of students eligible for preschool admission
- c. Description of preschool curriculum
- d. Description of how program complies with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in the Ohio Administrative Code.

ATTACHMENT 6.3
Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as follows:
 - ... classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the community school’s contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity” (emphasis added). See OAC 3301-102-02
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program

EDUCATIONAL PROGRAM

MISSION STATEMENT

Menlo Park Academy is a public school that develops the potential of gifted learners through an exemplary program of rewarding experiences that nurtures the whole child. Menlo Park Academy (hereinafter “The Academy”) will provide academically gifted students with an exceptionally challenging educational environment offering accelerated, flexible, learning opportunities that address the development of the whole child, integrates values, self-discipline and responsibility, provides parents a high quality educational choice for their gifted children, and, fully incorporates and utilizes technology. Through individualized instruction, attention to social and personal development, and the pursuit of academic excellence, The Academy will encourage students to be self-motivated, independent and self-reliant, foster their critical thinking skills, and, create academically successful, life-long learners, and responsible citizens.

TYPE OF SCHOOL

Menlo Park Academy is an “At-risk” school.

The Academy is an “At-Risk” school, as defined in and authorized by R. C. §3314.06(B)(2), and students will be identified pursuant to R. C. §3324.03. Prospective students will be chosen from a group of candidates who provide test scores that demonstrate identification on a state approved testing instrument as listed on the Chart of Approved Assessment Instruments for Gifted Screening and Identification from the Ohio Department of Education (ODE). The area of identification must be in Superior Cognitive or Specific Academic Ability as defined in Section 3324.03 of the Ohio Revised Code.

ATTENDANCE AREA

The Academy’s primary attendance area is Cuyahoga county. The Academy is centrally located in the City of Cleveland to ensure it draws students from a broad area. The Academy gives preference to students residing in the city of Cleveland; however, the Academy has an enrollment policy that will allow students residing in any district in the State of Ohio, to attend The Academy. Enrollment of students is on a first come basis. If more qualified students apply than the school has space to accommodate, The Academy will conduct a lottery to determine which students will be admitted.

Non-Discrimination Policy. The Academy will not discriminate on the basis of race, color, religion, disability, national origin, age or sex in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

Why Students Attend Menlo Park Academy. With the emphasis in education today on inclusion and the least restrictive environment for students with disabilities, the needs of gifted students are often overlooked or subjugated to the needs of other students. This fact places gifted students at risk – at risk for boredom, frustration, underachievement, becoming a behavior problem, using drugs, and, ultimately, dropping out of school. The pull-out model for gifted education has created a crisis. Boredom and frustration drive gifted students out of school at a rate three to five times higher than the dropout rate among the rest of the school population. By creating a more homogeneous learning environment, where high performing students are able to interact with their intellectual peers, their social & emotional needs and asynchronous development are priorities, and with teachers who focus on their individual developmental needs, the special abilities and

intellect of these students can blossom. Offering an educational alternative for academically gifted students who would otherwise fall through the cracks in the traditional public school system is precisely the type of innovation that is appropriate for a community school to undertake.

CHARACTERISTICS OF STUDENTS

Age(s)/Grade level(s) of the school's students.

Students will be enrolled in grades K-9, depending on the year and driven by need.

Student enrollment per age/grade, number of certified staff, teacher-student ratio. Beginning with SY2022-23 we plan to grow enrollment over the next seven years. Maximum class sizes are currently 26 students per class or instructional grouping. The school uses flexible and multi-aged ability grouping methods to ensure the needs of the students are met.

How the mission of the school meets the needs of these students. The needs of gifted students are not being adequately met in the traditional public schools, leaving this population at-risk. The lack of accelerated and flexible learning opportunities for these gifted students results in a loss of interest in, and disdain for, school, and, education, generally. It is imperative to properly identify these students early-on, because they become more at-risk for educational failure and social isolation with each year that they spend in non-challenging educational environments that fail to provide appropriate academic and social supports. Parents recognize the exceptional needs and abilities of their children but are unable to find programs that will encourage the full development of their talents and abilities within the traditional public schools.

EDUCATIONAL PHILOSOPHY

Menlo Park Academy (hereinafter "The Academy") focuses on the needs of academically gifted students who would otherwise be relegated to heterogeneous classrooms and schools that fail to adequately challenge them. The core of all activities is focused on the whole child, considering all aspects of the gifted child's development – mental, physical and emotional – and provide exceptional learning experiences in a supportive environment that encourages personal and academic excellence; provides intellectual, creative and artistic challenges; as well as

Gifted children learn best in an enriched environment designed to develop their skills, as well as service their intellectual, social, and emotional needs. True learning involves the development of the "whole child", with the support they need to develop high level critical and creative thinking skills.

Our curriculum offers more density, complexity, and moves at a faster pace than is available in typical school environments. Children are also afforded the opportunity to interact and build friendships with their intellectual peers. In many traditional classrooms, approximately 1/3 of the school year is spent reviewing information. For gifted students, this repetition and slow pace can be frustrating and ultimately detrimental to their learning processes. The Academy provides an environment where that frustration is avoided.

An individualized learning plan called a Written Education Plan (WEP) or Written Action Plan for acceleration is created for each student so that they can work at an appropriate pace and accelerate in areas where they have strong interests and abilities. They receive support from faculty members who understand their unique and special needs.

These gifted children are able to learn and grow with their peers and feel a sense of belonging that may not be normally found in other classrooms where they feel different, and often attempt to pretend they don't know the answers so that they "fit in". Here, they can be truly challenged to work towards achieving their full potential.

The educational program at The Academy recognizes the diverse learning styles and abilities of gifted students and provides an exceptionally challenging educational environment supporting each student's distinctive needs. The learning that takes place at The Academy will utilize the state academic content standards as its base, but is expected to be much more rich, in-depth, and diverse than these minimum standards. Using block scheduling, flexible groupings, and mixed-grade ability grouping within subject areas, together with personalized and differentiated academic opportunities, and opportunities for acceleration – both in subject areas and grade level - The Academy challenges students and engage them as active participants in their own education.

CURRICULUM

Academic Content Standards. Menlo Park Academy uses a competency-based educational program. The State of Ohio's Academic Content Standards provide the base to the overall program, which ensures that students are prepared for the state-mandated achievement tests. The program provides rich, in-depth, and diverse learning opportunities and an exceptionally challenging educational environment supporting each student's distinctive needs. The curriculum will include the following content areas:

- Language Arts
- Math
- Science
- Humanities
- Social Studies, including Citizenship
- The Arts (music and art)
- Physical Education/Health & Safety
- Technology
- Foreign Language

Character Education Program. In addition, Menlo Park Academy will integrate Character Education throughout its curriculum. The school's character education component is constantly monitored, evaluated and upgraded to ensure students are exposed to the most comprehensive program possible. Copies of the most current character education materials are available at the school, or upon request.

Technology. Technology and computers play a significant part in the lives of children today, therefore, Menlo Park Academy has adopted a comprehensive Computer/Technology Education Curriculum, which is constantly monitored, evaluated and improved. A copy of the most current Technology Curriculum is available for review at the school or upon request.

Executive Function. Executive function skills are critical to student achievement. They include skills that have to do with acting on knowledge, such as organizing, documenting, taking notes, studying, and planning for larger projects. For many gifted children, information goes into their minds easily, but they struggle with the output and can appear scattered. The Academy provides a program to enable students to develop these skills over time.

Mindfulness. As a part of servicing the whole child, The Academy offers a program in mindfulness. This ties to our classroom management model of Responsive Classroom.

INSTRUCTIONAL DESIGN

Methods. The Academy will use block scheduling for maximum flexibility and employ a variety of instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest, and to challenge all students to strive for academic excellence. The following instructional techniques will be employed:

- Departmentalization in middle grades
- Interdisciplinary teaming
- Flexible ability grouping of students
- Grouping by subject interest
- Independent study
- Self-contained classrooms
- Small and large group instruction
- Individualized instruction
- Computer-assisted instruction
- Distance learning
- Cooperative learning
- Problem-based learning (inquiry-based; open-ended)
- Field trips, guest speakers and special presentations
- Volunteer and real-life experiences
- Multi-media instruction
- A certified teacher in each classroom, supplemented by assistant teachers, aides, and specialty teachers where necessary and appropriate

Facility. The Academy benefits from flexible spaces that enable easy movement of students to accommodate their different needs. Students move seamlessly to different topics, regardless of grade level or age.

Instructional materials and resources will provide advanced readings, present interesting and challenging ideas, and will include:

- Teacher lesson plans
- Current textbooks, workbooks and worksheets aligned with the Common Core State Standards
- Magazines, newspapers and other current materials
- Community resources for hands-on learning
- Academic software programs
- Field Trips
- Internet Learning Experiences

EXIT GOALS

Students completing the Menlo Park Academy program will successfully:

1. Complete classroom assignments with little assistance from the teacher;
2. Pass teacher constructed tests with at least 75% accuracy.
3. Respond orally to questions pertaining to “grade level” material with a clear understanding of what is being asked;
4. Acquire and apply the essential skills in each of the curriculum areas that have been presented at “grade level;”

5. Integrate and apply the skills learned in each area of the curriculum with interdisciplinary activities;
6. Complete homework assignments independently, accurately, and on time
7. Ask questions and seek assistance from the teacher in order to receive extra help and intervention that will allow for mastering the material taught;
8. Use keyboarding, word processing, computing and computer research skills effectively to complete classroom assignments;
9. Read fluently for comprehension, oral presentation and building vocabulary.

In addition, The Academy will focus on the development of the whole child, addressing both academic and personal goals, including:

- Thinking skills, such as observing, predicting, classifying, analyzing, synthesizing and evaluating
- Intellectual curiosity and persistence in developing creative approaches to problem solving
- Creative expression in a wide range of areas
- Large and small muscle coordination
- Self-understanding and being able to accept and understand their strengths and weaknesses and develop a positive self-concept
- Independence and decision-making abilities
- Assertiveness and the ability to express themselves in mature and effective ways
- Social skills and cooperation

Additional Performance Indicators.

Teacher-Constructed Tests, Quizzes, etc. For teacher-constructed tests, quizzes or assessment test given in teacher manuals or student workbooks, the standard will be 75% or higher.

OST/End of course Assessments. For standardized tests such as the Iowa, the standard will be a stanine of 5 or higher; a grade equivalent at grade level or higher (using current month at the time of testing). Ohio State Assessments will be given in grades 3 through 8 as required by the Ohio Department of Education.

Other. Assessments other than paper and pencil will be done on a point system with a standard of 75% or higher.

Attendance. Menlo Park Academy anticipates that its student attendance rate will exceed 93%.

Parent Satisfaction. Parents will be surveyed each year to determine parent satisfaction and areas of concern with the educational program presented at Menlo Park Academy. Survey results will be used to improve the curriculum, educational environment and overall program of the school.

Teacher Satisfaction. Teachers will be surveyed each year to determine their level of satisfaction. In addition, Teachers will attend a day-long staff meeting/debriefing at the end of the school year to discuss the successes and shortcomings of the year. The Chief Administrator will seek input from the teachers on how to make the next school year more successful and ask teachers to provide a critique of the just-completed academic year.

Student Satisfaction. Students will be surveyed each year to determine their satisfaction with the school, teacher, and educational program.

Percent of Returning Enrollment. The percentage of students that are re-enrolled for the following school year will be used as an indicator of parental satisfaction and school success.

Community Involvement. Menlo Park Academy will continue to solicit grants and foundation support to supplement its program. Public recognition of the program offered by the school in the form of media coverage will also be indicative of school success.

Student Performance. School success will be determined by students demonstrating sufficient competency to advance to the next grade.

Report Cards. Menlo Park Academy will complete report cards for each student at the end of each grading period. These reports will include: Academic progress, character formation, and attendance report (including tardiness). Space will also be provided for teacher, parent, and School Director comments. The final average grade will be recorded on the students' permanent record.

Progress Reports. Progress reports will be issued half way through each grading period when appropriate. These can indicate strengths and/or weaknesses. Receiving this report midway through the grading period will allow students/parents to determine whether a child requires additional help, and should permit the student to improve his/her performance before the final grade is issued on the Report Card.

SPECIAL NEEDS SERVICES, SUPPORTS AND SERVICE DELIVERY PLAN

The school will comply with R.C. Chapter 3323 and PL 105-17, Individual with Disabilities Act (I.D.E.A.). All students entering the school will be screened for hearing, vision, speech and communication, and health or medical problems by November 1st of each school year. Students admitted to Menlo Park Academy other than at the beginning of the school year will be screened within 60 days of admission. Students will be provided with all appropriate interventions prior to seeking parental consent for psychological testing to determine whether a disability with an educational impact exists. An Individual Educational Plan (IEP) will be developed for each student identified as having a disability with an educational impact, and Menlo Park Academy will provide services to its special needs students in the least restrictive environment. Typically, this will mean that special needs students will receive services in the classroom with other Menlo Park Academy students. Menlo Park Academy will consult with personnel at the County Special Education Resource Center and other specialized resources, to ensure that special needs students receive optimum services. Ancillary service providers (speech-language pathologist, occupational therapist, psychologist, physical therapist, reading specialist, etc.) will provide services within the classroom setting whenever possible. When necessary, special needs students may be pulled from the classroom and provided services on an individual or group basis. Menlo Park Academy will contract with service providers for services that are beyond the capabilities of its staff.

Limited English Proficiency. To the extent students do have limited English proficiency, the nature of the overall academic program and small class sizes will be conducive to meeting the needs of these students. Teachers are expected to meet the individual need of every child, and a child with limited English would present no exceptional circumstance to this requirement. Additional services will be made available to students if the classroom teacher believes the child will benefit from such services and the teacher is not equipped to provide the assistance necessary.

TEACHER TO STUDENT RATIO

The teacher to student ratio will be no more than 26 students to one certified teacher.

SCHEDULE

Hours of Instruction. Menlo Park Academy will offer a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314.03 (A)(11)(a).

Daily Schedule and Hours of Operation. The daily schedule of Menlo Park Academy is set forth below; however, the schedule may be modified from time-to-time to meet the needs of the school and its students.

7:30 - 8:00 a.m. Teacher Preparation

8:00	-	11:30 a.m.	Morning Classes
11:30	-	12:00 p.m.	Lunch
12:00	-	12:30 p.m.	Recess
12:30	-	3:00 p.m.	Afternoon Classes
3:00 p.m.			Student Dismissal
3:30	-		Teacher Dismissal

ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

1. Fiscal Services Agreement, or
2. Current resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer

NOTE: A resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer must be approved by the Sponsor and submitted to the Ohio Department of Education. The resolution is only valid for one year and does not waive the requirement that the school have a designated fiscal officer.

Any changes made to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.



Massa
Financial Solutions, LLC

FISCAL OFFICER AGREEMENT

This Fiscal Officer Agreement (the “Agreement”) is entered into, by and between **Menlo Park Academy** (“School”) an Ohio not for Profit Corporation and **Massa Financial Solutions, LLC** (“Massa” or “Contractor”), an Ohio limited liability company whose principal office address is **1030 North Main St, North Canton, Ohio 44720**.

RECITALS

WHEREAS, the School is in need of Fiscal Officer to manage and oversee the financial operations of the School. The appointment of a Fiscal Officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, Contractor is engaged in the practice of financial and related services for charter (“community”) schools in the State of Ohio; and

WHEREAS, the School desires to hire Contractor to supervise, consult, and otherwise perform all the responsibilities inherent to the role of Fiscal Officer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS & CONDITIONS

Contracting Period and Transition Period

This agreement shall be for a period of one year, commencing August 1, 2022 through June 30, 2023. Upon the expiration of the term, this agreement shall be renewed automatically for renewal terms in the duration of one (1) year unless terminated by either party providing ninety (90) days written notice of intention not to renew. Upon termination of this agreement, Contractor agrees to provide reasonable services to the School throughout the transition period, however, such transition period shall not exceed 60 days. Contractor shall be compensated by the School at the rate set forth in the List of Services for services rendered during this transition period.

Contracting Services and Relationship

Services

During the Contracting Period, Contractor shall provide to the School the services set forth in the List of Services attached, as well any related responsibilities and duties as may be assigned by the School and agreed to by Contractor (collectively, the "Services"). It is expected that Contractor shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by Contractor. Contractor shall use his best efforts to perform faithfully and efficiently the Services assigned under this Agreement. At all times under the terms of this agreement, the School shall provide Contractor with access to all data determined by the Contractor to be required to render the Services. Such access shall be provided by the School to the Contractor in a timely manner, not unreasonably withheld, and at no charge to the Contractor.

Relationship

Contractor shall be an independent contractor, and not an employee of the School, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The School shall not be liable for employment or withholding taxes respecting Contractor. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by the School for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans, coverages or benefits providing worker's compensation, medical, dental, disability or life insurance protection. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract or assume any obligation on behalf of the School without the prior written consent of the School. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to anyone Contractor has engaged to perform any portion of the Services.

Bonding

Contractor shall execute a Public Official Bond in the name of the School payable to the State of Ohio in the amount of \$25,000, or higher if required by the Governing Authority. Bond shall meet all requirements set forth in Ohio Administrative Code Section 117-6-07 and any other requirements that may be set forth by Statute or the Auditor of State. Placement of bond shall be at the expense of the School.

Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the List of Services throughout the Contracting Period, the School shall pay Contractor the sum of **\$50,000** annually or **\$4,166.67** per month. Installments shall be due on the 1st of each month in advance of Services to be rendered. All payments shall be mailed to

the Contractor's address as reflected in the signature block of this agreement. Such amounts shall be payable monthly and paid on the 1st of each month in advance of Services to be rendered. Contractor agrees to complete and return to the School a W-9 as a condition of receiving timely payment. In addition to the foregoing, reasonable expenses incurred by the Contractor within the scope of performing services are included within the scope of this agreement (e.g. mileage) However, if any extraordinary costs are required to be incurred by the Contractor as part of delivering reasonable services to the School, the School shall also reimburse Contractor for such costs provided these costs were pre-approved in writing.

Events of Termination

Cessation/Death/Incapacity

This Agreement shall terminate automatically upon the cessation of business of Contractor or upon the death or incapacity of Contractor.

Breach

This Agreement may be terminated by the non-breaching party upon a breach of a material term or condition of this Agreement by the other party, which breach is not subsequently cured within five (5) days from written notice from the non-breaching party.

Obligations upon Termination

Upon termination of this Agreement pursuant to Section 4: (i) neither Contractor nor the School shall have any further obligations under this Agreement, except for the obligation to pay Contractor for any unpaid Services rendered and any approved and unpaid expenses incurred prior to the termination, as well as any obligations under Sections 5 through 10 of this Agreement; (ii) Contractor shall return all the School equipment, Work Product and Confidential Information within five (5) days at the School's expense; (iii) Contractor shall have no obligation to perform any of the normal services described in the List of Services during the transition period other than those needed to achieve an orderly transition.

Ownership ,

"Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, ideas, inventions, know-how or techniques, and any other information, or materials generated by Contractor in the performance of the Services. Contractor acknowledges that all Work Product is work made for hire and is the property of the School, including any copyrights, trademarks, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, Contractor hereby assigns to the School all of Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

Confidential Information

Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel. Additionally, it is mutually recognized that the business of the School and the nature of the Contractor will perform will permit Contractor access to certain "confidential information" of the School and persons and entities with whom the School conducts business or from whom the School obtains information. As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public. During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

Successors

This Agreement is personal to Contractor and shall not be assignable by Contractor without the prior written consent of the School which consent may be withheld in The School's sole discretion.

This Agreement may be transferred or assigned by the School, to a parent, subsidiary, successor, or affiliate entity without Contractor's consent.

This Agreement shall inure to the benefit of the School and its successors or assigns.

Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflict of laws. Any litigation under this Agreement shall be filed and pursued in the Stark County Court of Common Pleas, Stark County, Ohio. Both parties expressly consent to the jurisdiction of such courts.

(b) This Agreement and any List of Services attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.

(c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement or to such other address as either party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.

(e) The failure of the School or Contractor at any time to enforce performance by School or Contractor of any provisions of this Agreement shall in no way affect the School's or Contractor's rights thereafter to enforce same, nor shall the waiver by the School or Contractor of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) Contractor shall indemnify, defend and hold harmless the School and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's performance of his obligations hereunder or that results from the negligent or willful acts of Contractor, including, but not limited to acts of omissions of Contractor or anyone Contractor has engaged to perform any portion of the Services, or any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance of Services hereunder.

(g) The School shall indemnify, defend and hold harmless Contractor and his heirs and successors from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) that might arise or be imposed due to the School's breach of its obligations under this Agreement or that is a result of the School's negligent or willful conduct.

(h) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

(i) Contractor acknowledges and agrees that during the performance of the Services, he will not violate any of the School's work rules and policies. Contractor agrees that he will not harm the School's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with the School's business operations.

[Go to next page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
E-mail: dave@massasolutionsllc.com

DocuSigned by:

6478CB3ECF024EE...

Board President
Menlo Park Academy

ATTACHMENT 9.3 FISCAL LICENSURE

1. Treasurer's License

NOTE: Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

DAVID MASSA

THIS LICENSE AWARDED TO

OH3014246

EDUCATOR STATE ID

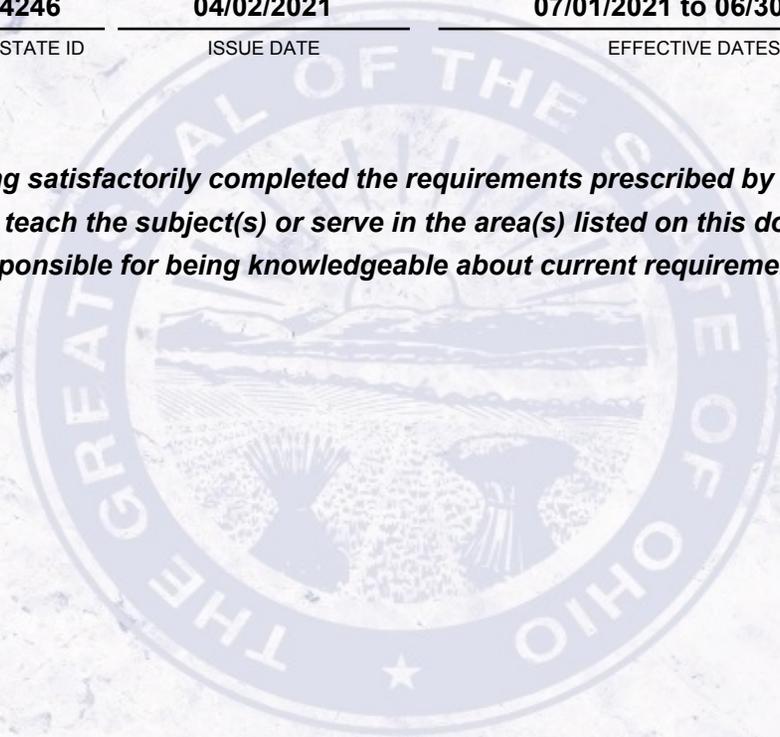
04/02/2021

ISSUE DATE

07/01/2021 to 06/30/2026

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Paolo DeMauro

Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21965653

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 0616060	\$ 25,000.00	\$ 390.00	7/1/2021	7/1/2024
PRINCIPAL Christopher D. Massa (on behalf of Menlo Park Academy)				
OBLIGEE State of Ohio				

Signed, sealed and dated this 27th day of April, 2021.

O'NEILL INSURANCE AGENCY INC
Agency

111 High Street Wadsworth, OH 44281-1857
City & State

By: Jody Maibach Attorney-in-Fact



CERTIFIED COPY

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 0616060**
Principal Name: **Christopher D. Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December** 2019.


By: **Gary W. Stumper**, *National Surety Leader and Senior Executive*

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **27th** day of **April**, A.D. **2021**.

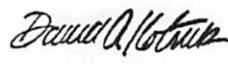

By: **Frank Carrino**, *Secretary*

State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed




By: **David A. Kotnik**, *Attorney at Law, Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:



2022 – 2023 Performance Framework Goals

Contract Attachment 11.6

School Name	Menlo Park Academy
School IRN	000318
Building Principal/Leader	Sh'Annon Caldwell
Board President	Teri Harrison
Start of Current Contract Date	July 1, 2022
End of Current Contract Date	June 30, 2023
Management Company, if any	N/A
School Mission	Menlo Park Academy is a public school that develops the potential of gifted children through an exemplary program of rewarding experiences that nurtures the whole child.

Conversion Chart

Local Report Cards (LRC) using the previous state A-F rating scale will be converted to the 1-5 star system. Please refer to the conversion chart below to determine if a score is the same or better than prior years.

Report Card Conversion Chart	
A	5 stars
B	4 stars
C	3 stars
D	2 stars
F	1 star

A. ACADEMIC LOCAL REPORT CARD GOALS

A1. OVERALL RATING			
The annual Local Report Card will show an increase in Overall School Rating from the previous published Local Report Card.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	NR	NR	
RATING Met (1pt) Not Met (0pt)			

A2. ACHIEVEMENT COMPONENT			
The annual Local Report Card will show an increase in the overall achievement component from the previous published Local Report Card.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		5 stars	
RATING Met (1pt) Not Met (0pt)			

A3. PERFORMANCE INDEX			
The annual Local Report Card will show an increase in performance index points from the previous published Local Report Card.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	66.6 of possible 120 55.3%	101.4 of a possible 109.1	
RATING Met (1pt) Not Met (0pt)			

A4. PROGRESS COMPONENT

The annual Local Report Card will show an **increase** in the Progress Component from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		3 stars	
RATING Met (1pt) Not Met (0pt)			

A5. GAP CLOSING COMPONENT

The annual Local Report Card will show an **increase** in the Gap Closing Component from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		4 stars	
RATING Met (1pt) Not Met (0pt)			

A6. CHRONIC ABSENTEEISM

1. Meeting or exceeding the annual Ohio goal (**8.2** percent or lower for 2022-2023);

OR

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:

- If your current chronic absenteeism rate is **36.7% or higher**, the goal will indicate a 1.1% improvement;
- If your current chronic absenteeism rate is **36.6% or lower**, the goal will indicate a 3% improvement

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		25.3%	24.54%
RATING Met (1pt) Not Met (0pt)			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Goal for this standard should address 1.) Decreasing chronic absenteeism to the rate of 24.5% or lower to show 3% improvement; and 2.) Identify strategies in which the school will work to accomplish this goal

We will measure and monitor progress by:

1. Meeting bi monthly to review student attendance and tardy rates (Director, Admin Team, Counselors and Teachers)
2. Identify students whose attendance and tardies are above the state guidelines
3. Send letters to parents informing them of the issue
4. If problem continues, request parent meeting to discuss issue

A7. GIFTED PERFORMANCE INDICATOR

The annual Local Report Card will show an **increase** in the Gifted Performance Indicator from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		1 star	
RATING Met (1pt) Not Met (0pt)			

A8. GRADUATION COMPONENT

The annual Local Report Card will show an **increase** in the Graduation Component from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL		NR	
RATING Met (1pt) Not Met (0pt)			

A9. 4-YEAR GRADUATION RATE

The annual Local Report Card will show an **increase** in the 4-Year Graduation Rate from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)		NR	

A10. 5-YEAR GRADUATION RATE

The annual Local Report Card will show an **increase** in the 5-Year Graduation Rate from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)		NR	

A11. EARLY LITERACY COMPONENT

The annual Local Report Card will show an **increase** in the Early Literacy Component from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
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RATING Met (1pt) Not Met (0pt)		4stars	
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A12. PROFICIENCY IN THIRD GRADE READING

The annual Local Report Card will show an **increase** in the Proficiency in Third Grade Reading from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)		74.4%	

A13. PROMOTION TO FOURTH GRADE

The annual Local Report Card will show an **increase** in the Promotion to Fourth Grade from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)		100%	

A14. IMPROVING K-3 LITERACY

The annual Local Report Card will show an **increase** in the Improving K-3 Literacy from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)		NC	

A15. – COLLEGE, CAREER, WORKFORCE, AND MILITARY READINESS (2024-2025)

The annual Local Report Card will show an **increase** in the College, Career, Workforce, and Military Readiness component from the previous published Local Report Card.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)	NA	NR	

A16. – POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS

The school will implement a positive intervention behavior and support framework.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
RATING Met (1pt) Not Met (0pt)		YES	

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Menlo's Positive Behavior and Support Plan strategies are:

- Thoughtfully designing the classroom environment...
- Developing and teaching classroom routines, set clear routines for everything you would like students to do in your classroom.
- Posting, defining, and teaching classroom expectations...
- Using active supervision and proximity...
- Providing plenty of opportunities for students to respond...
- Use of effective praise...
- PBIS School-wide Celebration Ideas

Faculty versus student competition. Teachers and students can play against each other as others spectate.

Field Day

School Dance

Field Trips

Competitions

Contest

Extra Recess

Ice Cream Socials etc.

Once a teacher has established classroom management strategies, and created a plan on how the classroom should operate, then the steps or process for establishing classroom expectations can begin. The expectations in the classroom usually communicate and or demonstrates how students treat and interact with each other. The expectations will give a description of how students will conduct themselves in the classroom environment, which ultimately will lend to a safe, and productive learning environment for all students.

It is important to post, define and teach classroom expectations throughout the day to reinforce expectations. While actively supervising students, staff should be listening as well to assist in proactively thwarting potential unsafe behaviors. In addition, using the strategy of proximity to control negative behavior is a practice that can yield positive results.

When teachers move closer to students that may be disrupting the learning environment, generally moving closer will have a desired effect of getting the student to behave appropriately.

A17. COMPARATIVE DATA FROM SIMILAR SCHOOLS

The school will identify two areas of LRC data for comparison with two similar schools. The school will perform higher than or equal to similar schools in the selected LRC categories as indicated in the table below.

Year	2020 - 2021	2021 - 2022	2022 - 2023
GOAL			Menlo Park Academy will perform higher than or equal to Pleasant Valley Elementary Parma City in Progress. Menlo Park Academy will perform higher than or equal to Lewis F. Mayer School Fairview Park in Performance Index.
ACTUAL			
RATING Met (2pt) Not Met (0pt)			

CHART TO INDICATE TWO SIMILAR SCHOOLS AND A COMPARISON OF LRC DATA

	% POVERTY	% MINORITY	Progress	Performance Index
Menlo Park Academy	25.5%	43.2 %		
Pleasant Valley Elem. Parma City	33.9%	27%		X
Lewis F. Mayer School Fairview Park	24.1%	16.9%	X	

B. OTHER ACADEMIC MEASURE GOALS

B1. SUB - GROUP

GOAL: Goal: 30% of our Economically Disadvantaged subgroup of students will meet their end of year growth goal using the MAP testing data from fall to spring.

Year(s)	2020 - 2021	2021- 2022	2022 - 2023
GOAL			Goal: 30% of our Economically Disadvantaged subgroup of students will meet their end of year growth goal using the MAP testing data from fall to spring.
ACTUAL		NR	

RATING Met (1pt) Not Met (0pt)		NR	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ol style="list-style-type: none"> 1. Comparative data provided by the MAP testing for fall and spring will be used as a measure. 2. Strategies to address this goal will include the implementation of the Phonics in Motion program with professional development support. 3. Student assistance from Title I Reading teacher 4. Identification of students requiring ESL assistance and providing ESL instruction. 5. A board adopted curriculum will be utilized in K-8th grade. 			

B2. READING			
GOAL: The reading scores for MPA will be increased by 5 points using the MAP assessment from fall to spring.			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
ACTUAL	N/A		5 points increase from Fall to Spring on MAP Reading assessments.
GOAL	N/A		
RATING Met (1pt) Not Met (0pt)	N/A		
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<ol style="list-style-type: none"> 1. Comparative data provided by the MAP testing for fall and spring will be used as a measure. 2. Strategies to address this goal will include the implementation of the Phonics in Motion program with professional development support. 3. Student assistance from Title I Reading teacher 4. Identification of students requiring ESL assistance and providing ESL instruction. 5. Board adopted curriculum program will be utilized in K-8th grade 			

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B3. MATH

GOAL: The overall math scores for MPA on the NWEA test will increase by 5 points from fall to spring.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
GOAL			5 points increase from Fall to Spring on MAP Math assessments.
ACTUAL			
RATING Met (1pt) Not Met (0pt)			

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

1. The NWEA math scores and the Singapore Math pre and post assessment scores will be used as benchmarks.
2. Board adopted curriculum for Math will be used and online platforms for supplemental material.
3. Intervention time for tutoring will be available to support students in Math.

B4. IMPROVING EARLY LITERACY

GOAL: Overall K-3 literacy for at-risk students in grades K-3 will be increased by 5 points using the MAP assessment from fall to spring.

Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
GOAL		10%	Demonstrated 5 points improvement from Fall to Spring on the MAP assessments.
ACTUAL		NR	

RATING Met (1pt) Not Met (0pt)			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			
<p>The at-risk K-3 literacy scores identified by the NWEA MAP scores from fall and spring will increase by 5 points.</p> <p>Strategies utilized will include:</p> <ol style="list-style-type: none"> 1. Phonics and language acquisition programs. 2. Reading intervention 3. ESL intervention assistance team meetings will be held to identify students needing additional support. 4. TBT 			

B5. PRESCHOOL SPECIFIC GOAL			
GOAL:			
Year(s)	2020 - 2021	2021 - 2022	2022 - 2023
GOAL	NA	NA	
ACTUAL	NA	NA	
RATING Met (1pt) Not Met (0pt)			
DESCRIPTION OF MEASURE AND MONITORING STRATEGY			

C. NON-ACADEMIC / ORGANIZATIONAL AND OPERATIONAL GOALS

C1 – MISSION STATEMENT

State the School's Mission: State the School's Mission: Menlo Park Academy is a public school that nurtures gifted children through an exemplary program and rewarding experiences which develop the whole child. This goal should include mission specific performance measures and targets.	
Year	2022 - 2023
GOAL	Each student experiences the following: Multiple SEL opportunities that serve the whole child and at minimum 2 project-based learning experiences that is student interest based.
RATING Met (1pt) Not Met (0pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<p>A central component of Menlo's mission is to give students a rich experiential educational experience. Ensuring our students have ample experiences outside the classroom will help meet our goal of developing the whole child by providing opportunities for them to experience cultural and educational experiences within a variety of contexts. STRATEGIES USED TO MEET THIS GOAL Leveraging resources in the community and taking advantage of the tools and talents of students, parents and staff.</p>	

C2 – PARENT SATISFACTION	
The goal in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)	
Year	2022 - 2023
GOAL	End-of-year survey will be conducted using a survey device.
RATING Met (1pt) Not Met (0pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<p>We will collect this data via an online survey and will then use that data and feedback to inform board and staff retreats to review the school's strategic goals and vision and then adjust the operational delivery of those goals as necessary.</p> <p>STRATEGIES USED TO MEET THIS GOAL We will measure and monitor progress by 1. Administering the Annual survey to parents 2. Analyzing the results 3. Set goals based on results 4. Solicit feedback on progress of goals 5. Start the cycle again in June 2023.</p>	

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C3 – GOVERNING AUTHORITY	
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.	
Year	2022 - 2023
GOAL	Maintain above 75% attendance rate of Board Members at Work Sessions and Board Meetings for the year
RATING Met (1pt) Not Met (0pt)	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY	
<p>We are thankful for the time and commitment that our volunteer Board members offer in service to the governance of Menlo Park Academy. Recognizing that they all have busy lives, but that they have a commitment to their role as Board members, we are setting a goal of 75% attendance by each member for all Board meetings and working sessions for the 2022-2023 school year.</p> <p>STRATEGIES USED TO MEET THIS GOAL We will measure and monitor progress by: 1. Recording attendance of Board Members at Board Meetings 2. Recording attendance of Board Members at Work Sessions</p>	

C4 – STUDENT DISCIPLINE				
House Bill 318 restricts the out of school suspensions (OSS) and expulsions for students in grades K – 3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <i>**Detailed documentation is required to determine if OSS meets the requirements of the law**</i>				
All students will be required to show a decrease in out-of-school suspensions (OSS) from the previous year.				
Year(s)	2021 - 2022		2022 - 2023	
GOAL	K-3	0	K-3	0
	4-8		4-8	
	9-12		9-12	
ACTUAL	K-3		K-3	
	4-8		4-8	
	9-12		9-12	

RATING Met (1pt each grade level) Not Met (0pt)	K-3		K-3	
	4-8		4-8	
	9-12		9-12	
DESCRIPTION OF MEASURE AND MONITORING STRATEGY				
Grades	Previous year's Actual OSS	This year's goal for OSS	Strategies to accomplish this goal	
K-3	1	0	Use alternative interventions and strategies to de-escalate situations and redirect undesirable behavior. Utilize the Social Emotional Services team to be proactive in pursuit of student strategies and log progress. Focus on constructive behavior programs and work to develop a culture of restorative justice, rather than punitive responses. Transition to student ownership, creation and stewardship of community emotional wellbeing. Continue PBIS program.	
4-8	7	6	Use alternative interventions and strategies to de-escalate situations and redirect undesirable behavior. Utilize the Social Emotional Services team to be proactive in pursuit of student strategies and log progress. Focus on constructive behavior programs and work to develop a culture of restorative justice, rather than punitive responses. Transition to student ownership, creation and stewardship of community emotional wellbeing. Continue PBIS program,	
9-12	NA	NA	NA	

D. LEGAL COMPLIANCE

D1 – LEGAL COMPLIANCE – ON-TIME SUBMISSIONS	
The school will submit all required compliance items to the ESCLEW via Epicenter and meet or exceed the expected percentages for ON-TIME percent of legal submissions.	
Year	2022 - 2023
ACTUAL	
RATING 85 – 100% - Exceeds (2pts) 51 – 84% - Meets (1pt) 50% or less – Not Met (0pts)	

D2 – LEGAL COMPLIANCE - ACCURACY	
The school will submit all required compliance items to the ESCLEW via Epicenter and meet or exceed the expected percentages for ACCURACY of legal submissions.	
Year	2022 - 2023
ACTUAL	
RATING 85 – 100% - Exceeds (2pts) 51 – 84% - Meets (1pt) 50% or less – Not Met (0pts)	

E. FINANCIAL

E1 – FINANCIAL PERFORMANCE	
The school will receive an audit without findings from the Auditor of the State.	
Year	2022 – 2023
GOAL	The school will receive an audit without findings from the Auditor of the State.
RATING RATING Met (1pt) Not Met (0pt)	

E2– FINANCIAL SUSTAINABILITY	
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).	
Year	2022- 2023
GOAL	Student Enrollment – 510 Days Cash Reserve - 15 days
RATING Met (1pt) Not Met (0pt)	

