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www.escofcentralohio.org

April 28, 2023

Dear Stacy:

Thank you for chatting with me on April 21, 2023, regarding my questions on the best location for updates to our contract so that the sponsor evaluation reviewers have everything available. You mentioned that you pull everything from Epicenter personally for the evaluation. Please note that items are in multiple areas, such as contract and modification submissions. Therefore, we are uploading for your convenience a master contract with all of the amendments that have been completed over the course of the contract. Included is the amendment that we completed in the fall reflective of this school year's changes; however, we feel that it is important to have the entire document together in one place. Additionally, the Ohio Department of Education website has our (6) contracts as expiring on June 30, 2023. The correct date for each contract is June 30, 2024. Therefore, there are no renewals that occurred over the course of the 2022-2023 school year. Those will occur next school year.

Please let us know if any additional information is needed. Thank you for your assistance on this matter.

Respectfully Submitted,

Sophia Speelman, Ed.D., ESC of Central Ohio, Coordinator of Community Schools

CURRENT CONTRACT**Start Date:** July 1, 2019

Extended twice:

• #1- page 122

• #2- page 127

End Date: June 30, 2024**Amendments**

• Year 2020- page 110

• Year 2021- page 117

• Year 2022 (spring)- page 132

• Year 2022 (fall)- page 138

• Updated Performance Frameworks- pg. 156

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**educational service center**
of Central Ohio**RESOLUTIONS TO APPROVE COMMUNITY SCHOOL
SPONSORSHIP CONTRACTS**

Approval to enter into a contract for the Educational Service Center of Central Ohio's sponsorship of The Graham School for a period of 2 years, effective July 1, 2019 through June 30, 2021; and authorize the Governing Board President to sign the contract. This contract was approved by The Graham School Board of Directors on January 28, 2019; and authorize the Governing Board President to sign the agreement.

Approval to enter into a contract for the Educational Service Center of Central Ohio's sponsorship of Graham Elementary and Middle School for a period of 3 years, effective July 1, 2019 through June 30, 2022; and authorize the Governing Board President to sign the contract. This contract was approved by the Graham Elementary and Middle School Board of Directors on January 28, 2019; and authorize the Governing Board President to sign the agreement.

Approval to enter into a contract for the Educational Service Center of Central Ohio's sponsorship of The Charles School at Ohio Dominican University for a period of 3 years, effective July 1, 2019 through June 30, 2022; and authorize the Governing Board President to sign the contract. This contract was approved by The Charles School Board of Directors on January 28, 2019; and authorize the Governing Board President to sign the agreement.

Approval to enter into a contract for the Educational Service Center of Central Ohio's sponsorship of the Early College Academy for a period of 3-years, effective July 1, 2019 through June 30, 2022; and authorize the Governing Board President to sign the contract. This contract was approved by Early College Academy Board of Directors on February 21, 2019; and authorize the Governing Board President to sign the agreement.

Approval to enter into a contract for the Educational Service Center of Central Ohio's sponsorship of The Maritime Academy of Toledo for a period of 2 years, effective July 1, 2019 through June 30, 2021; and authorize the Governing Board President to sign the contract. This contract was approved by The Maritime Academy of Toledo Board of Directors on March 11, 2019; and authorize the Governing Board President to sign the agreement.

Certification

I hereby certify that the foregoing resolutions were duly adopted by the Board of Education of the Educational Service Center of Central Ohio on March 22, 2019 at a duly called regular meeting of said Board.

David A. Varda, Treasurer/CFO
Educational Service Center of Central Ohio

**The Graham Elementary & Middle School
Board Resolution 243.0**

Approval of 2019-2022 Sponsor Contract

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached 2019-2022 Sponsor Contract with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

Date 1/28/19


Sara Neikirk
President

Educational Service Center of Central Ohio

SUCCESSOR COMMUNITY SCHOOL SPONSORSHIP CONTRACT

FOR

Graham Elementary and Middle School

Pursuant to the provisions of Chapter 3314 of the Ohio Revised Code, this contract is entered into on July 1, 2019 by and between the Educational Service Center of Central Ohio (hereinafter referred to as the “SPONSOR”), and the GOVERNING AUTHORITY of the Graham Elementary and Middle School (hereinafter referred to as the “SCHOOL”) mailing address is 3950 Indianola Ave., Columbus, OH 43214.

WHEREAS the Ohio General Assembly, in Amended House Bill 215, effective June 30, 1997, declared that the establishment of community schools “has potential desirable effects, including providing parents a choice of academic environments for their children and providing the education community “With the opportunity to establish limited experimental programs in a deregulated setting...;” and

WHEREAS the parties have previously executed and operated pursuant to one or more community school sponsorship contracts (such prior contracts collectively referred to herein as "Initial Sponsorship Contract"); and

WHEREAS the SPONSOR has conducted annual evaluations and a high stakes review of the SCHOOL and the SPONSOR finds that the SCHOOL’s compliance with applicable laws and with the terms of the Initial Sponsorship Contract, and the SCHOOL’s progress in meeting the academic goals prescribed therein, have been satisfactory; and

WHEREAS the SPONSOR desires to facilitate the continued operation of a start-up community school pursuant to Chapter 3314 of the Ohio Revised Code for the purpose of offering a unique learning environment to school-age children; and

WHEREAS Chapter 3314 of the Ohio Revised Code authorizes educational service centers, as sponsors of community schools, to monitor, oversee and provide technical assistance to community schools and the SCHOOL desires to continue as a community school; and

WHEREAS the parties are authorized by section 3314.03(E) of the Ohio Revised Code to enter into a renewal of the Initial Sponsorship Contract;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article I. Board of Directors

- A. The GOVERNING AUTHORITY of the SCHOOL shall be the Graham Elementary and Middle School Governing Board of Directors (“Board”), which shall have at least five (5) members. For the purposes of this agreement, the terms GOVERNING AUTHORITY, and Board are used interchangeably.

- B. No person shall serve on the Board under any of the following circumstances:
 - 1. The person is a member of a board of education.
 - 2. The person already serves on the governing authorities of five or more start-up community schools.
 - 3. The person is an employee of the SPONSOR.
 - 4. The person owes the state any money or is in a dispute over whether the person owes the state any money concerning the operation of a community school that has closed.
 - 5. The person would otherwise be subject to division (B) of section 3319.31 of the Revised Code with respect to refusal, limitation, or revocation of a license to teach, if the person were a licensed educator.
 - 6. The person has pleaded guilty to or been convicted of theft in office under section 2921.41 of the Revised Code, or has pleaded guilty to or been convicted of a substantially similar offense in another state.
 - 7. The person has not submitted to a criminal records check in the manner prescribed by section 3319.39 of the Revised Code.

- C. Each member of the Board shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three years:
 - 1. The SPONSOR or Operator of the SCHOOL;
 - 2. A school district or educational service center that has contracted with the SCHOOL;
 - 3. A vendor that is or has engaged in business with the SCHOOL.

D. The names of the voting members of the GOVERNING AUTHORITY are as follows:

Kathleen King (July 1, 2019 through June 30, 2020)

Sarah Levels (July 1, 2019 through June 30, 2020)

Sara Neikirk (July 1, 2019 through June 30, 2020)

Angela Stoller-Zervas (July 1, 2019 through June 30, 2020)

Mari Sunami (July 1, 2019 through June 30, 2020)

Joyce Swayne (July 1, 2019 through June 30, 2020)

The SCHOOL will provide the name, address, email address and telephone number of each member of the GOVERNING AUTHORITY to the SPONSOR. The names of each member of the GOVERNING AUTHORITY will be posted on the SCHOOL's website.

Article II. Purpose

This contract is established pursuant to Chapter 3314 of the Ohio Revised Code, for the purpose of continuing the SCHOOL as a start-up community school. The SCHOOL shall be a public school, legally separate from any school district, and part of the state education program. Pursuant to Ohio Revised Code Section 3314.01, the SCHOOL may sue and be sued, acquire facilities as needed, and contract for services necessary for the operation of the SCHOOL. The GOVERNING AUTHORITY may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Ohio Revised Code Chapter 3314, other laws, rules and guidance applicable to community schools and the terms of this Contract as set forth below. The GOVERNING AUTHORITY is not planning to seek designation for the SCHOOL as a STEM school equivalent under [section 3326.032 of the Revised Code](#).

Article III. Term

This Contract shall be binding upon execution by both parties. The Term of this Contract shall be three (3) years, commencing on July 1, 2019 and continuing through June 30, 2022. The parties acknowledge that the SPONSOR's current sponsorship agreement with the Ohio Department of Education expires in 2024 and that this Contract shall remain in full force and effect throughout the renewal process. If, however, the SPONSOR's sponsorship authority is non-renewed or

terminated during the Term of this Contract, this Contract shall automatically terminate.

Upon the expiration of the Contract, the SPONSOR may, with the approval of the GOVERNING AUTHORITY, renew this Contract for a period of time determined by the SPONSOR, but not ending earlier than the end of any school year, if the SPONSOR finds that the SCHOOL's compliance with applicable laws and terms of the Contract and the SCHOOL's progress in meeting the academic goals prescribed in the Contract have been satisfactory. Any renewed Contract remains subject to applicable provisions of the Revised Code.

When considering Contract renewal, the SPONSOR will examine the SCHOOL's performance during the term of the Contract and the previous contract (if appropriate) for sponsorship between the ESCCO and GOVERNING AUTHORITY, including but not limited to Exhibit I (Educational Plan) and the SCHOOL's performance against the requirements and goals of Exhibit IV (Assessment and Accountability Plan). The SPONSOR will meet with Board representation annually in a face-face meeting to review the SCHOOL's progress towards goals and compliance. The Board and SCHOOL will be in communication regularly throughout the course of the contract. Any changes to the Educational Plan or Assessment and Accountability Plan must be approved by the SPONSOR.

The renewal or non-renewal of this Contract between the SPONSOR and GOVERNING AUTHORITY shall be subject to Ohio Revised Code 3314.07. In the event of non-renewal, then the parties to this Contract shall fulfill their respective obligations hereunder to the end of the term of this Contract. Once the GOVERNING AUTHORITY has received written notice of a non-renewal decision, which must be received by January 15 of the year in which the SPONSOR intends to not renew, the GOVERNING AUTHORITY is free to contact other SPONSORS within the state, provided, however, that if the non-renewal is for failure to meet student performance requirements set forth in this Agreement or failure to meet generally accepted standards of fiscal management, the SCHOOL shall close permanently at the end of the school year or on the date set forth in the notice. The SCHOOL may request an informal hearing, in writing, within 14 days of receiving the notice of non-renewal. A hearing shall be held within fourteen days of the receipt of the SCHOOL's written request for a hearing and the SPONSOR shall issue a written decision not later than 14 days after the hearing. In the event that the renewal is granted, the SPONSOR may enter into a proposed contact with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a renewal application.

Per Sections 3314.03 and 3317.07(D) of the Ohio Revised Code, if the SCHOOL does not intend to renew the Contract with the SPONSOR, the SCHOOL shall notify the SPONSOR in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract pursuant to Article IX of this Contract.

Article IV. Responsibilities of the GOVERNING AUTHORITY

- A. The GOVERNING AUTHORITY agrees to comply with provisions established under Chapter 3314 of the Revised Code applicable to community schools.
- B. The GOVERNING AUTHORITY also performs its functions as a “Public Benefit Corporation” under section 1702.01(P) of the Revised Code. As well, under section 501 (c)(3) of the Internal Revenue Code, once federal tax exempt status is received, the SCHOOL must distribute, upon dissolution, its benefit as a said public benefit corporation to another public benefit corporation or other entity that is recognized as exempt under section 501 c(3) of the Internal Revenue Code of 1986 as amended. In accordance with Section 3314.03 of the Ohio Revised Code, the SCHOOL agrees that it will remain in good standing as a non-profit corporation pursuant to Chapter 1702 of the Revised Code for the entire term of this contract.
- C. The SCHOOL shall be a community school as defined in Chapter 3314 of the Revised Code and will be located at 140 E. 16th Ave., Columbus, OH 43201.
- D. The location and home address of all instructors and all students served by the GOVERNING AUTHORITY will be available to the SPONSOR and the Ohio Department of Education at all times.
- E. The GOVERNING AUTHORITY will take reasonable steps to ensure compliance with applicable health and safety standards.
- F. The GOVERNING AUTHORITY shall purchase liability insurance that the SPONSOR considers sufficient to indemnify the SCHOOL’s facilities, staff, and GOVERNING AUTHORITY against risk, or otherwise provide for the potential liability of the GOVERNING AUTHORITY.
- G. The GOVERNING AUTHORITY shall provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

1. "Learning opportunities" are defined as including the following: independently-completed SCHOOL assignments; conventional classroom-based coursework; internet-based coursework delivered in the classrooms of the SCHOOL or elsewhere; tutoring; innovative non-classroom-based learning experiences, which may include but will not be limited to experiences related to community service, travel, internships, or employment; orientation activities that introduce students to the educational program of the SCHOOL (including the use of technology); miscellaneous student-teacher interactions; and, provided reasonable advance written notice is given to the SPONSOR by the SCHOOL, other curriculum and educational activities as authorized by the SCHOOL to meet the needs of its students. The SCHOOL shall not make significant changes to the educational opportunities provided students or to the curricular materials used by students without prior written consent of the SPONSOR.
2. Learning opportunities shall also include activities engaged in by students in conformance with the SCHOOL's Credit Flexibility plan.
3. The learning opportunities provided to any given student may be customized from among those offered by the SCHOOL in order to serve the individual student's needs.
4. A student's participation in learning opportunities shall be documented by the SCHOOL pursuant to policies and procedures adopted by the Governing Authority that are in compliance with criteria and documentation requirements established by the Ohio Department of Education under Section 3314.08(H)(2) of the Ohio Revised Code. Any student's instruction time in non-classroom-based learning opportunities shall be certified by an employee of the SCHOOL.
5. Except as otherwise permitted by law, learning opportunities shall be provided by or supervised by a licensed teacher, goal oriented, and certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. The learning opportunities provided by the SCHOOL shall not primarily consist of "nonclassroom-based learning opportunities provided via an internet- or other computer-based instructional method that does not rely on regular classroom instruction or via comprehensive instructional methods that include internet-based, other computer-based, and

noncomputer-based learning opportunities" in which students participate primarily from their residences (R.C. 3314.02(A)(7)).

- H. The GOVERNING AUTHORITY shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- I. The GOVERNING AUTHORITY shall not discriminate against any employee, applicant or any other protected class as determined by the laws or executive orders of the state of Ohio for employment because of race, color, religion, national origin, sex, age or disability in employment.
- J. The GOVERNING AUTHORITY will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112¹, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.074, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with [section 3301.0714 of the Revised Code](#) in the manner specified in [section 3314.17 of the Revised Code](#).
- K. Notwithstanding any and all sections of the Ohio Revised Code that the GOVERNING AUTHORITY agrees to comply with, as described in the contract, the GOVERNING AUTHORITY further agrees to comply with these sections: Sections 3313.608, 3313.6012, 3313.648, 3313.671, 3319.073, 3742, and 5705.391. The GOVERNING AUTHORITY agrees to comply with these sections of the Ohio Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.
- L. The GOVERNING AUTHORITY shall comply with Chapter 102 of the Ohio Revised Code and Section 2921.42 of the Ohio Revised Code, except as otherwise permitted by law. No part of the earnings of the SCHOOL

shall ensure to the benefit of, or be distributable to, the SCHOOL's directors, officers, or other private persons, except that the GOVERNING AUTHORITY may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the SCHOOL's purposes.

- M. The GOVERNING AUTHORITY will comply with section 3302.04 and 3302.041 of the Revised Code, (including division E and its provisions regarding adequate yearly progress) except that any action required to be taken by a school district pursuant to these sections shall be taken by the SPONSOR of the SCHOOL. However, the SPONSOR shall not be required to take any action described in division (F) of section 3302.04 of the Revised Code.
- N. The GOVERNING AUTHORITY shall request the superintendent of the Bureau of Criminal Identification and Investigation (BCI) along with the Federal Bureau of Investigation (FBI) to conduct a criminal records check with respect to any applicant who has applied to the GOVERNING AUTHORITY for employment in any position as a person responsible for the care, custody, or control of a child or which requires the applicant to have routine interactions with a child pursuant to Section 3319.39 of the Ohio Revised Code. The SCHOOL shall not hire a person for any position responsible for the care, custody, or control of a child or which requires the person to have routine interactions with a child until it receives a criminal records check for that person that is favorable, both under the law and to the SCHOOL, from both the Bureau of Criminal Identification and Investigation (BCI) and the Federal Bureau of Investigation (FBI). This requirement also applies to all GOVERNING AUTHORITY members.
- O. Upon request of the SPONSOR, the GOVERNING AUTHORITY shall provide proof of liability insurance or coverage, Bureau of Criminal Identification and Investigation (BCI) and the Federal Bureau of Investigation (FBI) record checks of all staff and GOVERNING AUTHORITY members, and valid teaching certification/licensure of staff. Proof of teacher certification shall be satisfied by the GOVERNING AUTHORITY's providing to the SPONSOR any temporary, interim or permanent teaching certificates/licenses issued by the Ohio Department of Education.
- P. The GOVERNING AUTHORITY shall allow the SPONSOR to monitor the GOVERNING AUTHORITY's operations periodically at the request of the

SPONSOR; provided, however, that the frequency and scope of such monitoring does not unreasonably interfere with or interrupt the operations of the GOVERNING AUTHORITY or the SCHOOL.

- Q. The GOVERNING AUTHORITY shall satisfy the performance standards, including but not limited to all applicable report card measures set forth in section 3302.03 or 3314.017 of the Revised Code, those standards outlined in the Educational Plan, the Assessment and Accountability Plan (Exhibits I and IV), any other contract reference to achievement standards and such other standards required by law or recommended by the SSPONSOR.
- R. The SCHOOL will comply with section 3313.6021 [Instruction in cardiopulmonary resuscitation] and 3313.6023 [Training in use of AED] of the Revised Code as if it were a school district unless it is either of the following:
1. An internet or computer-based school;
 2. A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.
- S. Each GOVERNING AUTHORITY Member will attend board training. The ESCCO provides training annually. If GOVERNING AUTHORITY members cannot attend the SPONSOR-provided training, the GOVERNING AUTHORITY members may select an alternative board training by an approved provider. If taken through an alternative provider, evidence of attendance is required. It is expected that as new members join the GOVERNING AUTHORITY, training is completed. Training should be ongoing.
- T. The GOVERNING AUTHORITY may provide by resolution for the compensation of its members. However, no individual who serves on the GOVERNING AUTHORITY shall be compensated more than one hundred twenty-five dollars per meeting of GOVERNING AUTHORITY and no such individual shall be compensated more than a total amount of five thousand dollars per year for all governing authorities upon which the individual serves. Each member of the GOVERNING AUTHORITY may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars a day for attendance at a training program three hours or less in length and one hundred twenty-five

dollars a day for attendance at a training program longer than three hours in length.

- U. In any case where there exists any business or familial relationship between the GOVERNING AUTHORITY or any of its officers or employees and a management company contracted by the SCHOOL or any of that company's officers or employees, other than the operator agreement itself, the GOVERNING AUTHORITY shall include in the contract with such management company a provision requiring the management company to agree to indemnify the SCHOOL for financial losses to the SCHOOL up to the amount of the moneys received by the management company pursuant to the contract. The GOVERNING AUTHORITY will notify the SPONSOR on an annual basis of the existence of any such contract(s).
- V. The SCHOOL shall adopt procedures regarding child abuse reporting and training for all staff and volunteers as to their obligation to report and consequences for failure to do so.
- W. If the SCHOOL (not the local school district) or employees of the SCHOOL or contracted vendors provide transportation for the SCHOOL's students, the GOVERNING AUTHORITY will adopt a policy for handling emergencies in the school bus and will provide training to drivers, employees and students accordingly. Compliance Worksheet Change Log Item 804
- X. Educational Program
 - 1. The SCHOOL of this GOVERNING AUTHORITY shall operate in substantial compliance with its "Educational Plan", and Assessment and Accountability Plan, which are available to the SPONSOR. The Educational Plan contains the SCHOOL's mission, educational philosophy, the ages and grades of students, the characteristics of the students the SCHOOL is expected to attract, the SCHOOL calendar, the academic goals and the method of measurement and performance standards that will be used to determine progress toward those goals (by both the SCHOOL and the SPONSOR), which include but are not limited to statewide achievement assessment, graduation requirements (if the SCHOOL serves high school students), and the focus of the curriculum. Said Educational Plan is attached hereto as Exhibit I and is incorporated by reference as if fully written herein. The

Assessment and Accountability Plan is Exhibit IV and also notes achievement standards. Any changes to the Educational Plan or Assessment and Accountability Plan must be approved by the SPONSOR.

2. To the extent applicable (i, e., if the SCHOOL serves high school students), the GOVERNING AUTHORITY shall comply with sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except that for students who enter ninth grade for the first time before July 10, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the SCHOOL rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 10, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. The SCHOOL shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the state board of education. Also, beginning with the 2018-2019 school year, each community school will comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. Revised Code Section 3313.603(J).
3. The GOVERNING AUTHORITY shall comply with the methods for achieving racial and ethnic balance reflective of the community it serves as set forth in the Educational Plan. The GOVERNING AUTHORITY shall provide notices to students, parents, employees and the general public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the GOVERNING AUTHORITY shall provide the non-

discrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms and promotional materials.

4. The GOVERNING AUTHORITY shall review monthly the residency records of students enrolled in the SCHOOL. Upon the enrollment of each student and on an annual basis, the GOVERNING AUTHORITY shall verify to the Department of Education the school district in which the student is entitled to attend school under [section 3313.64](#) or [3313.65 of the Revised Code](#). The school district may review the GOVERNING AUTHORITY's determination hereunder. If such determination differs from a district's determination, the SCHOOL shall provide the district with documentation of the student's residency and shall make a good faith effort to accurately identify the correct residence of the student. In order to fulfill its duties pursuant to R.C. 3314.11, the GOVERNING AUTHORITY shall do the following:
 - a. For purposes of its initial reporting of the school districts in which its students are entitled to attend school, adopt a policy that prescribes the number of documents listed in division (E) of Revised Code Section 3314.11 required to verify a student's residency. This policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the district the student is entitled to attend;
 - b. For purposes of the annual reporting of the school districts in which its students are entitled to attend school, adopt a policy that prescribes the information required to verify a student's residency. This information may be obtained through any type of document, including any of the documents listed in Article IV(X)(5)(e) below, or any type of communication with a government official authorized to provide such information.
 - c. Adopt an Enrollment and Attendance Policy requiring parents to notify the SCHOOL when there is a change of residence.
 - d. Adopt a Student Residence and Address Verification Policy.
 - e. For purposes of making determinations as provided in this Article IV(X)(5), the school district in which a parent or child resides is the location the parent or student has established as the primary residence

and where substantial family activity takes place. The policies required hereunder may allow the use of the following documents to determine residency:

- i. A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
 - ii. A utility bill or receipt of utility installation issued within ninety days of enrollment;
 - iii. A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
 - iv. The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
 - v. Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence. In determining which "other documents" to accept, the SCHOOL shall consult the guidelines that the superintendent of public instruction will develop for such documents.
5. The GOVERNING AUTHORITY shall adopt a policy regarding the admission of students who reside outside the district in which the SCHOOL is located. That policy shall comply with the admissions procedures specified in [sections 3314.06 and 3314.061 of the Revised Code](#) and, at the sole discretion of the GOVERNING AUTHORITY, shall do one of the following:
 - a. Prohibit the enrollment of students who reside outside the district in which the SCHOOL is located;
 - b. Permit the enrollment of students who reside in districts adjacent to the district in which the SCHOOL is located;
 - c. Permit the enrollment of students who reside in any other district in the state.
 - d. The SCHOOL's policy is to permit the enrollment of students who reside in any other district in the state.

6. The GOVERNING AUTHORITY shall comply with the dismissal procedures set forth in the Educational Plan.
7. The GOVERNING AUTHORITY shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student, without legitimate excuse, fails to participate in seventy two (72) consecutive hours of the learning opportunities offered to the student. Such policy shall provide for withdrawing the student by the end of the thirtieth (30th) day after the student has failed to participate as required.
8. The GOVERNING AUTHORITY will ensure that the SCHOOL's attendance and participation policies will be available for public inspection;
9. The GOVERNING AUTHORITY will ensure that the SCHOOL's attendance and participation records shall be made available to the Department of Education, Auditor of State, and the SPONSOR to the extent permitted under and in accordance with the "Family Education Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and section 3319.321 of the Revised Code;
10. The GOVERNING AUTHORITY will ensure that if the SCHOOL operates using the blended learning model, as defined in section 3301.079 of the Revised Code, all of the following information is included in Exhibit I, the Educational Plan:
 - (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 will 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.

Y. Financial Plan

1. The GOVERNING AUTHORITY will employ or engage a Fiscal Officer under a contract with the GOVERNING AUTHORITY unless the GOVERNING AUTHORITY adopts a resolution waiving the requirement that the GOVERNING AUTHORITY is the party responsible to employ or contract with the designated Fiscal Officer. The SPONSOR must approve such as resolution. The resolution shall be valid for one year. A new resolution shall be adopted for each year that the GOVERNING AUTHORITY wishes to waive the requirement that it engage or employ the Fiscal Officer, so long as the SPONSOR also approves the resolution. No resolution adopted pursuant to this provision may waive the requirement for the SCHOOL to have a designated Fiscal Officer. If the GOVERNING AUTHORITY adopts a resolution pursuant to this paragraph, the SCHOOL's designated Fiscal Officer shall meet at least annually with the GOVERNING AUTHORITY to review the SCHOOL's financial status. The GOVERNING AUTHORITY shall submit to the Department of Education a copy of each resolution adopted pursuant to this paragraph.
2. Except as otherwise provided herein or by separate agreement with the SPONSOR, the GOVERNING AUTHORITY shall operate in compliance with a "Financial Plan", which is available to the SPONSOR. The Financial Plan establishes an estimated SCHOOL budget for each year of the period of this Contract and a total estimated per pupil expenditure amount for each such year. Said Financial Plan is attached hereto as Exhibit II and incorporated by reference as if fully written herein.
3. The GOVERNING AUTHORITY shall maintain the financial records of the SCHOOL in accordance with any rules that may be adopted by the Auditor of State and, to the extent practicable, in the same manner

as are financial records of school districts. Audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

4. The GOVERNING AUTHORITY shall comply with the policies and procedures regarding internal financial controls of the GOVERNING AUTHORITY and shall comply with the requirements and procedures for financial audits by the Auditor of State, as set forth in the Financial Plan. When submitting the Financial Plan, the SCHOOL shall also submit copies of all policies and procedures regarding internal financial controls adopted by the GOVERNING AUTHORITY.
5. The GOVERNING AUTHORITY will notify and provide copies to the SPONSOR of all communications with the auditor of state regarding an audit of the SCHOOL or the condition of financial and enrollment records. The GOVERNING AUTHORITY will also notify the SPONSOR and schedule all meetings with the auditor of state in such a manner that the SPONSOR may have a presence at all such meetings in accordance with R.C. 3314.019.
6. The GOVERNING AUTHORITY shall not permit any person to engage in the financial day-to-day management of the SCHOOL under contract with the GOVERNING AUTHORITY unless the person has submitted to a criminal records check in the manner prescribed by section 3319.39 of the Revised Code.
7. All moneys the SCHOOL's operator loans to the SCHOOL, including facilities loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate;
8. If the GOVERNING AUTHORITY contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the SCHOOL has contracted.
9. Upon dissolution of the SCHOOL, the GOVERNING AUTHORITY as a "Public Benefit Corporation" under Section 1702.01 (P) of the Ohio Revised Code, shall distribute any remaining assets to another community school, public benefit corporation or other entity that is recognized as exempt under section 501(c)(3) of the Internal Revenue Code of 1986 as amended.

10. The GOVERNING AUTHORITY shall adopt a policy that any contract with a management company, SPONSOR, vendor or any other contractor (Contractor) that requires payments by the SCHOOL based upon the SCHOOL's full-time equivalent (FTE) of enrolled students shall contain provisions that: 1) acknowledge that the SCHOOL's FTE is subject to change by ODE throughout the SCHOOL year; 2) that the SCHOOL's final contractual liability to the Contractor shall be determined by the final number of FTE's determined and accepted by ODE for the school year; 3) if the Contractor has been overpaid based on the SCHOOL's final FTE as determined by ODE, the Contractor shall repay the amount of such overpayment to the SCHOOL within 30 days of receiving notice of such overpayment; and 4) if the Contractor has been underpaid, the SCHOOL shall remit the balance owed to the Contractor.
11. The GOVERNING AUTHORITY shall adopt a policy for the use of credit card accounts as required by Revised Code Section 3314.52.

Z. Payments from the GOVERNING AUTHORITY to the SPONSOR

Pursuant to the authority of section 3314.03(C) of the Ohio Revised Code, the GOVERNING AUTHORITY shall pay to SPONSOR all of the following amounts:

1. The GOVERNING AUTHORITY shall annually pay to the SPONSOR, from the funding provided to the GOVERNING AUTHORITY by the Ohio Department of Education pursuant to Section 3314.08 of the Ohio Revised Code, a portion of such funds. Per student payments shall be calculated against the state foundation formula, for monitoring, oversight and technical assistance, with the per student calculation set at three percent (3%) of the state foundation payment per pupil, as provided for by the state of Ohio. The schedule for such payments shall be as mutually agreed by the parties, and the amount of such payments may be varied by mutual agreement of the parties.

AA. Governance and Administrative Plan

1. The administration and management of the SCHOOL shall be substantially as set forth in the Governance and Administrative Plan

and in the Educational Plan. The Governance and Administrative Plan is attached hereto as Exhibit III and incorporated by reference as if fully written herein.

2. In accordance with Ohio Revised Code Section 3314.03 (A) (10), the GOVERNING AUTHORITY agrees to hire classroom teachers who are licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code and may employ other persons as are necessary to carry out and fulfill its mission pursuant to Section 3314.01 (B) of the Ohio Revised Code. In accordance with applicable provisions of Ohio law, the GOVERNING AUTHORITY hereby represents that all individuals who teach in the SCHOOL during the term of this Contract shall: (i) hold a license to teach in a public school in Ohio under Sections 3319.22 to 3319.31 of the Ohio Revised Code; or (ii) be in the process of obtaining a license to teach in a public school in Ohio under the conditional or alternative path to licensure set forth in Ohio law. The GOVERNING AUTHORITY represents that any individual teaching at the SCHOOL under this option shall complete the conditional or alternative path to licensure not later than two years after beginning to teach at the SCHOOL. The SCHOOL may engage non-certified persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Ohio Revised Code. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the Ohio Department of Education.

Each classroom teacher initially hired by the SCHOOL on or after July 1, 2016, and employed to provide instruction in physical education shall hold a valid license issued pursuant to section 3319.22 of the Revised Code for teaching physical education.

3. The GOVERNING AUTHORITY shall comply with the provisions regarding health care and other benefits to be provided to employees as set forth in the Governance and Administrative Plan.
4. In the event this Contract is terminated or not renewed, the GOVERNING AUTHORITY shall comply with the requirements and procedures regarding the disposition of employees of the SCHOOL as set forth in the Governance and Administrative Plan.

5. The GOVERNING AUTHORITY agrees that the employment of teachers and nonteaching personnel shall be as provided in Section 3314.10 of the Ohio Revised Code. Pursuant to that section and to the extent permitted or required by state or federal law, employment by the SCHOOL shall be subject to Chapter 3307 and Chapter 3309 of the Ohio Revised Code, and the SCHOOL shall carry out the duties of an employer, except to the extent specified otherwise in Section 3314.10 or Chapter 3314.
6. The GOVERNING AUTHORITY shall comply with the procedures for resolving disputes or differences of opinion between it and the SPONSOR as set forth in the Dispute Resolution Procedure, Article XII.
7. The GOVERNING AUTHORITY shall annually report to SPONSOR the names, addresses, and phone numbers of the SCHOOL's Directors and Officers and the meeting schedule of the GOVERNING AUTHORITY.
8. The GOVERNING AUTHORITY agrees to participate in the sponsorship information management system (currently Epicenter) developed by the SPONSOR, including but not limited to: (i) the participation of SCHOOL staff in all required training, and (ii) timely response to all information requests, and (iii) development and approval of all documents/reports related to or required by the sponsorship information management system.
9. The GOVERNING AUTHORITY represents that the GOVERNING AUTHORITY will disclose to the SPONSOR any actual or potential conflict between any member of the GOVERNING AUTHORITY in his/her individual capacity and the SCHOOL. Members with actual or potential conflicts of interest shall recuse themselves from voting on such issues.
10. The GOVERNING AUTHORITY further represents that the GOVERNING AUTHORITY will disclose to the SPONSOR any actual or potential conflicts, including, but not limited to, disclosure of any legal obligations, such as employment or professional services contracts between any individual employed by or retained as a consultant by the GOVERNING AUTHORITY and the SCHOOL.

11. The GOVERNING AUTHORITY agrees that no voting or non-voting member of the GOVERNING AUTHORITY shall knowingly participate in any decision involving an immediate relative of the member who is an employee of the SCHOOL, of a management company as defined by Ohio Revised Code 3314.024, or of a vendor that services the SCHOOL. "Participate in any decision" includes vote on, recommend, deliberate on, or discuss any decision, or formally or informally lobby any SCHOOL official or employee about a SCHOOL contract.
12. The GOVERNING AUTHORITY agrees to notify the SPONSOR in writing within seven (7) business days when an existing GOVERNING AUTHORITY member resigns or a new GOVERNING AUTHORITY member is appointed.
13. Upon request of the SPONSOR, the GOVERNING AUTHORITY will provide proof that the members of the GOVERNING AUTHORITY, the designated Fiscal Officer of the SCHOOL, the chief administrative officer and other administrative employees of the SCHOOL, and all individuals performing supervisory or administrative services for the SCHOOL under a contract with the operator of the SCHOOL have completed training on an annual basis on the public records and open meetings laws.

BB. Assessment and Accountability

1. The GOVERNING AUTHORITY agrees to assess student achievement relative to academic goals using the methods of measurement identified in the Educational Plan, the Assessment and Accountability Plan, and/or any reference in this contract to standards of student achievement, incorporated by reference as if fully written herein.
2. The GOVERNING AUTHORITY shall submit an annual report of its financial status, as well as activities and progress in meeting academic goals as contained in the Educational Plan and the performance standards as contained in the Assessment and Accountability Plan to the SPONSOR, the parents of all students enrolled in the SCHOOL.

- CC. The GOVERNING AUTHORITY agrees that the SCHOOL, unless it is an internet or computer-based community school, will comply with sections 3313.674 and 3313.801 of the Ohio Revised Code as if it were a school district.
- DD. If the SCHOOL is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the “American Recovery and Reinvestment Act of 2009,” Pub. L. No. 111-5, 123 Stat. 115, the SCHOOL will pay teachers based upon performance in accordance with section 3317.141 and will comply with section 3319.111 of the Revised Code as if it were a school district.
- EE. If the SCHOOL operates a preschool program that is licensed by the Department of Education under [sections 3301.52 to 3301.59 of the Revised Code](#), the SCHOOL shall comply with [sections 3301.50 to 3301.59 of the Revised Code](#) and the minimum standards for preschool programs prescribed in rules adopted by the state board under [section 3301.53 of the Revised Code](#).
- FF. The SCHOOL will open for operation not later than the thirtieth day of September each school year, unless the mission of the SCHOOL is solely to serve dropouts. In its initial year of operation, if the SCHOOL fails to open by the thirtieth day of September, or within one year after the adoption of the Contract pursuant to division (D) of section 3314.02 of the Revised Code if the mission of the school is solely to serve dropouts, the Contract shall be void.

Article V. Responsibilities of the SPONSOR

The Educational Service Center of Central Ohio (ESCCO) as SPONSOR considers the well-being of students the fundamental value informing all decisions and actions. The SPONSOR’S purpose for charter school authorizing is to improve the quality of the SCHOOL by holding schools accountable for their performance and using objective and verifiable measures of student achievement to verify success.

In entering this Contract the ESCCO will insist on clarity, consistency and transparency in implementing all contractual responsibilities defined for both the SPONSOR and the GOVERNING AUTHORITY. Additionally, the SPONSOR will be equally insistent that the rights and responsibilities of each party, their autonomy, expected outcomes and gains, as well as, measures for success or failures are clearly communicated in the contract.

The ESCCO conducts contract oversight that evaluates performance, monitors compliance, protects student rights, ensures autonomy and informs intervention and renewal decisions. The ESCCO is committed to a comprehensive performance accountability system that demonstrates transparency and rigor and that uses comprehensive data over the term of a charter sufficient to inform a fair and rigorous renewal decision-making process.

- A. The SPONSOR shall evaluate the performance of the SCHOOL according to the standards set forth in the Educational Plan, the Assessment and Accountability Plan, the Financial Plan and/or the Governance and Administrative Plan.
- B. The SPONSOR shall comply with the requirements and procedures regarding the disposition of employees of the GOVERNING AUTHORITY in the event this Contract is terminated or not renewed as set forth in the Governance and Administrative Plan.
- C. The SPONSOR shall comply with the procedures for resolving disputes or differences of opinion between it and the GOVERNING AUTHORITY, as set forth in the Dispute Resolution Procedure in Article XII of this contract.
- D. The SPONSOR shall also monitor the SCHOOL's compliance with all laws applicable to the SCHOOL and with the terms of the contract.
- E. The SPONSOR shall require annual on-site reviews of the SCHOOL and its operation, including its educational, financial, governance and accountability aspects. One site visit shall be conducted annually and not later than ten (10) days prior to the beginning of school to provide assurances to the Ohio Department of Education and other site visits at all times thereafter as determined by the SPONSOR provided, however, that such visits are not of the frequency or scope as to unreasonably interrupt or interfere with school operations.
- F. The Performance Framework, contained in the Assessment and Accountability Plan, Exhibit IV hereto, is incorporated by reference into the Contract as if fully set forth therein. The Performance Framework will be utilized in in the Annual Review of the SCHOOL. The terms "Annual Review" and "Annual Evaluation" are used interchangeably throughout this Contract and refer to the process by which the Annual Performance Report is created.

- G. The SPONSOR shall report, on an annual basis, the results of any evaluation of the SCHOOL conducted under this section to the Department of Education and to the parents of students enrolled in the SCHOOL.
- H. The SPONSOR shall provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and the terms of the contract.
- I. The SPONSOR shall be prepared to intervene in the SCHOOL's operation to correct problems in the SCHOOL's overall performance, declare the SCHOOL to be on probationary status pursuant to section 3314.073 of the Revised Code, and suspend the operation of the SCHOOL pursuant to section 3314.072 of the Revised Code as conditions may warrant and as determined necessary. In the event of such circumstances, the SPONSOR may terminate the contract of the GOVERNING AUTHORITY pursuant to section 3314.07 of the Revised Code.
- J. The SPONSOR shall have in place a plan of action that will be undertaken in the event that the SCHOOL experiences financial difficulties or closes prior to the end of the school year. The plan of action shall include, but not be limited to the following:
 - 1. The then current Closing Procedures issued by the Ohio Department of Education, attached as Exhibit V, which, as it may be amended from time-to-time, is incorporated into the Contract as if fully set forth herein;
 - 2. The applicable policies, practices, procedures, processes, and protocols of the SPONSOR's Community School Department as set forth in the ESC Guidance, as such may be amended from time-to-time. The current version of the Sponsor's Board Approved Policies that are contained in the ESC Guidance are attached hereto as Exhibit VII;
 - 3. Notwithstanding anything to the contrary contained in this Contract, the Parties acknowledge that each school closure is unique, which will result in variations in the actions that will need to be taken to ensure a smooth transition for the students, employees, creditors and the SCHOOL's community. Because of the number of variables involved in such situations, the details and the timing of the plan of action may be varied for good cause with the approval of the Sponsor's Deputy

Superintendent or such other official designated by the Sponsor's Superintendent;

4. In the case of the closure of the SCHOOL, the primary contact between the SCHOOL and the SPONSOR will be the SPONSOR's Coordinator assigned to the SCHOOL. The Coordinator will communicate with the SCHOOL and serve as a liaison with the SPONSOR's officials and staff in order to ensure a smooth transition for the students, employees, creditors and the SCHOOL's community;
 5. To the extent that the SCHOOL is willing and able to complete all of the steps necessary to close the SCHOOL, the Coordinator will monitor the progress of the closure and facilitate the SPONSOR's aid in completing the closure. If there are any steps that the SCHOOL is unable or unwilling to undertake to fulfill the requirements to close the SCHOOL, the SPONSOR'S Department of Community Schools will determine the steps necessary to ensure that the requirements are met.
- K. The SPONSOR recognizes the ultimate authority of the Ohio Department of Education (ODE) to assume the sponsorship of the SCHOOL in accordance with the provisions of division (c) of section 3314.05 of the Revised Code. The SPONSOR shall timely notify the SCHOOL of all communications from the Ohio Department of Education to the SPONSOR concerning the SCHOOL.
- L. Consistent with division (b) of section 3314.073 of the Revised Code, the SPONSOR shall be prepared to assume the operation of the SCHOOL under the conditions specified in this section of the Revised Code.
- M. The SPONSOR recognizes the authority of the Department of Education to suspend the operations of the SCHOOL pursuant to 3314.072 of the Revised Code.
- N. The SPONSOR shall instruct The GOVERNING AUTHORITY regarding the authority of public health and safety officials to inspect the SCHOOL from time to time, and the obligation to meet the requirements of the State Fire Marshall and extant health and safety codes.
- O. The SPONSOR shall review the financial and enrollment records of the SCHOOL monthly and assist in compliance with all applicable laws, rules and regulations.

- P. The SPONSOR shall annually verify that a finding for recovery has not been issued by the auditor of state against any member of the GOVERNING AUTHORITY, the operator, or any employee of the SCHOOL.
- Q. The SPONSOR shall conduct an annual face to face meeting with the Board and administrative representation to review progress towards goals.
- R. A “High-Stakes Review” is a rigorous evaluation of a school’s performance (academic, financial and organizational/operational) over the entire contract term. Prior to Contract renewal or once every five years, whichever is sooner, the SPONSOR will conduct a high-stakes review of the SCHOOL. The high-stakes review is part of the renewal process for the Sponsorship Contract. The renewal process will utilize the “Performance Framework”, which is defined as “Metrics, targets and ratings of all applicable academic, financial and organizational/operational measures for multiple years and over the term of the contract.” The Performance Framework consists of all Contract Performance Measures, including the measures, metrics and targets for renewal beyond those listed in [Ohio Revised Code 3314.03\(A\)\(4\)](#) and [ORC 3314.07\(B\)\(1\) through \(4\)](#) that are set forth in the Contract, including all Exhibits, Amendments and the ESC Department of Community Schools Guidance (the “ESC Guidance”). The ESC Guidance contains the Board approved policies, practices, procedures, processes, and protocols of the SPONSOR’s Community School Department. The ESC Guidance can be found at <http://www.escco.org/programs-services/community-schools/> and, as it may be amended from time-to-time by the SPONSOR, is incorporated into the Contract by reference. The ESC Guidance will also be linked to the SCHOOL’s website. As part of the Renewal process, the SPONSOR may also consider any other information that 1) results from the Annual Evaluations of the SCHOOL; 2) is negotiated between the Parties; 3) demonstrates the SCHOOL’s progress over –the-contract-term or 4) extra-contractual information that the SPONSOR determines, in its sole discretion, reasonably impacts the renewal decision. If the SPONSOR determines to use extra-contractual information as part of the renewal process, it will inform the SCHOOL of such decision and provide the SCHOOL with an opportunity to respond to the same.
- S. “Contract Performance Measures” include the following:
1. all applicable measures and indicators of student performance included on the state report card with specific annual and over-the-contract-term metrics and targets for each measure;

2. additional applicable academic and non-academic measures of student performance with annual and over-the-contract-term metrics and targets (e.g., student performance on other valid and reliable assessments, student engagement, student discipline, attendance and postsecondary outcomes);
 3. both annual and over-the-contract-term measures, metrics and targets beyond gap closing for applicable individual student subgroups;
 4. goals with both annual and over-the-contract-term measures, metrics and targets that compare the SCHOOL's performance to other schools (e.g., schools serving similar populations, schools in the same geographic region, statewide community schools) and mission-specific performance measures and targets;
 5. financial and organizational/operational goals, measures, metrics and targets; and any other information that is relevant to the performance of the SCHOOL and the accomplishment of its mission.
- T. The Performance Framework, contained in the Assessment and Accountability Plan, Exhibit IV hereto, will be utilized in the renewal process as a portion of the high-stakes review of the SCHOOL.
- U. On at least an annual basis, the SPONSOR shall review the SCHOOL's academic, financial (including but not limited to fiscal viability) and organizational/operational/governance performance using data related to the terms of the SCHOOL's Performance Framework ("Annual Evaluation"). In doing so, the SPONSOR will:
1. evaluate the SCHOOL's academic, financial (including but not limited to fiscal viability) and organizational/operational/governance performance against the performance framework metrics and targets in the Contract;
 2. evaluate the SCHOOL's academic, financial (including but not limited to fiscal viability) and organizational/operational/governance performance against the performance framework metrics and targets in the Contract;

3. collect data related to academic, financial (including but not limited to fiscal viability) and organizational/operational/governance performance of the SCHOOL throughout the year;
 4. analyze the data collected against the SCHOOL's contractual targets;
 5. evaluate the overall performance of the SCHOOL based on the outcomes of its data analysis;
 6. analyze multiple years of academic, financial (including but not limited to fiscal viability) and organizational/operational/governance data when evaluating the overall performance of the SCHOOL;
 7. use its analysis and evaluation of the data to determine subsequent actions required of the SCHOOL (e.g., corrective action, intervention, professional development, contract termination, contract renewal, etc.).
- V. As part of the Annual Evaluation, the SPONSOR will evaluate the SCHOOL's academic, financial (including but not limited to fiscal viability) and organizational/operational/governance performance framework and propose necessary amendments to the same.
- W. The Performance Framework, contained in the Assessment and Accountability Plan, Exhibit IV hereto, will be utilized in in the annual review of the SCHOOL.
- X. As part of it duties to be prepared to intervene in the SCHOOL's operation to correct problems in the SCHOOL's overall performance contained in Article V(H) of the Contract and ORC 3314.023(E), the SPONSOR will intervene if the SCHOOL violates the contract and/or is academically, financially or organizationally/operationally deficient. The ESC's Intervention Policy is contained in the ESC Guidance. The ESC's Intervention Policy is meant to provide general principles for SPONSOR interventions, but it may be varied from time-to-time, depending on the facts of a particular situation. Nothing in the ESC Intervention Policy shall require the SPONSOR refrain from suspending or terminating the Contract.

**Article VI. Compliance with the Americans with Disabilities Act,
Section 504 of the Rehabilitation Act of 1973, and the
Reauthorized Individuals with Disability Education Act of 1997**

- A. The GOVERNING AUTHORITY shall comply with the Americans with Disabilities Act and shall not exclude a qualified individual with a disability, by reason of such disability, from participation in any programs or activities of the SCHOOL, or subject such qualified individual to discrimination by the SCHOOL.
- B. The GOVERNING AUTHORITY shall ensure that all facilities and programs meet the requirements of the Americans with Disabilities Act.
- C. The GOVERNING AUTHORITY shall comply with Section 504 of the Rehabilitation Act of 1973 and shall not exclude a qualified handicapped person on the basis of such handicap from participation in any programs or activities of the SCHOOL.
- D. The GOVERNING AUTHORITY shall comply with all the provisions set forth in the Reauthorized Individuals with Disability Education Act of 1997, (IDEA) PL 105-17.
- E. Notwithstanding the foregoing provisions, nothing in this Article is, or shall be construed to be, a waiver of any exceptions, exclusions, or other rights that the SCHOOL may have or may avail itself of under the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Reauthorized Individuals with Disability Education Act of 1997, (IDEA) PL 10517, or any other applicable state or federal law. To the extent permitted by law, the GOVERNING AUTHORITY shall not be required to fundamentally alter its program or incur an undue financial or other hardship in the operation of its program.

Article VII. Probationary Status

In lieu of termination of the Contract or suspension of the operation of the SCHOOL, the SPONSOR may, after consultation with the GOVERNING AUTHORITY, declare in written notice to the GOVERNING AUTHORITY that the SCHOOL is in a probationary status for the following reasons:

- 1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Educational Plan specified pursuant to Exhibit I of this Contract to all students enrolled in the SCHOOL.

2. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4(a) of Exhibit IV, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of Exhibit IV.
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management.
4. The GOVERNING AUTHORITY has violated any provision of this Contract or applicable state or federal law; or
5. Other good cause.

The notice shall specify the conditions that warrant probationary status. Upon receipt of this notice, the GOVERNING AUTHORITY shall submit in writing reasonable assurances to the satisfaction of the SPONSOR, within ten (10) business days of receipt of the SPONSOR'S notice of the SCHOOL being placed on probation, that the GOVERNING AUTHORITY can and will take actions necessary to remedy the conditions that have warranted such probationary status pursuant to this Article of the Contract. Upon review by the SPONSOR of the assurances, if the assurances provided by the GOVERNING AUTHORITY are not sufficient the Contract may be terminated pursuant to Article IX of this Contract or operations of the SCHOOL may be suspended pursuant to Article VIII of this Contract.

If the SPONSOR approves the written proposed remedy submitted by the GOVERNING AUTHORITY, then the SCHOOL shall remain on probationary status and the SPONSOR shall monitor the actions taken by the GOVERNING AUTHORITY to remedy the conditions that have warranted probationary status as specified by the SPONSOR and, if the SPONSOR at any time finds that the GOVERNING AUTHORITY is no longer able or willing to remedy those conditions to the reasonable satisfaction of the SPONSOR, the SPONSOR may take further action under Section 3314.073, including taking over the operation of the SCHOOL, or suspending the operation of the SCHOOL.

Except in cases determined by the SPONSOR, in its discretion, to be of such an extreme nature so as to require immediate remedy (e.g., financial insolvency or severe education programmatic inadequacy of the SCHOOL) a SCHOOL placed on probation pursuant to Article VII of this Contract may remain in operation on probation for the remainder of the school year in which the notice of probation was

received by the GOVERNING AUTHORITY, unless or until the SCHOOL closes and ceases to operate for ten (10) consecutive business days during the period of probation for reasons other than closures scheduled on the academic calendar or force majeure events.

If such status is declared, the probationary status shall not extend beyond the end of the current school year. The probationary status under this Article VII and the suspension of operation of the SCHOOL under Article VIII are separate and distinct actions available to the SPONSOR under this Contract. Nothing herein shall preclude the SPONSOR from taking action under Article VIII for suspension of operation of the SCHOOL during the pendency of any probationary status or period for such imposed on the SCHOOL under Article VII. Notwithstanding the foregoing, before taking action under Articles VII or VIII the SPONSOR shall endeavor through reasonable efforts to inform, in the form of a warning, the GOVERNING AUTHORITY and the SCHOOL of areas of noncompliance that may warrant probationary status. The SPONSOR shall not have an affirmative legal obligation to provide a warning in lieu of action under Articles VII or VIII but does hereby agree to provide such as an additional form of corrective action where, in the SPONSOR'S sole discretion, circumstances so warrant.

Article VIII. Suspension of Operation

If the SPONSOR suspends the operation of the SCHOOL pursuant to the procedures set forth in this Article VIII, the GOVERNING AUTHORITY shall not operate the SCHOOL while the suspension is in effect.

A. Health and Safety

1. If at any time the conditions at the SCHOOL do not comply with health and safety standards established by law for school buildings, the SPONSOR may immediately suspend the operation of the SCHOOL by sending a written notice of suspension to the GOVERNING AUTHORITY. If the SPONSOR fails to take such action, the Ohio Department of Education may take such action.
2. If at any time public health and safety officials inspect the facilities of the SCHOOL, such officials have the authority to order the facilities closed for noncompliance.
3. If at any time the SPONSOR determines that conditions at the SCHOOL do not comply with health and safety standards established by law for school buildings, the SPONSOR shall immediately suspend

the operation of the SCHOOL by sending a written notice of suspension to the GOVERNING AUTHORITY.

4. If the SPONSOR determines to suspend the operation of the SCHOOL pursuant to the terms of this Contract and the provisions of Ohio law, the SPONSOR shall send written notice to the GOVERNING AUTHORITY stating that the operation of the SCHOOL is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the GOVERNING AUTHORITY has five (5) business days to submit to the SPONSOR a written proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.
5. If the SPONSOR approves and accepts the written proposed remedy submitted by the GOVERNING AUTHORITY, then the SCHOOL may reopen following notification by the SPONSOR that such suspension is no longer in effect.

B. Other

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

1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Educational Plan specified pursuant to Exhibit I of this Contract to all students enrolled in the SCHOOL;
2. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4 (a) of Exhibit IV, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of Exhibit IV;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;
4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law or;
5. Other good cause.

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

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

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

Upon the GOVERNING AUTHORITY'S receipt of the notice of suspension, the GOVERNING AUTHORITY shall: (i) designate a representative of the GOVERNING AUTHORITY who shall retain responsibility for the security of and access to all SCHOOL records, including student records, during the suspension; (ii) provide the means and capability to access SCHOOL records, to the fullest extent permitted by law, including student records, to the SPONSOR's representative, as designated in writing, and (iii) fully cooperate with the SPONSOR'S representative, who shall have unrestricted and equal access to SCHOOL records, including student records during the suspension period. During the suspension period, the SPONSOR'S representative shall have access to and may remove SCHOOL records, if, in the sole discretion of the SPONSOR, the representative of the GOVERNING AUTHORITY fails to timely provide such records, following a legitimate request, or for any reason if the

SCHOOL remains under suspension and is not fully operational for a period of ten (10) weekdays.

In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to suspension of operations.

C. Termination Resulting from the Suspension of School Operations

In accordance with Article IX of this Contract and Ohio law, the SPONSOR may choose to terminate this Contract prior to its expiration if the SPONSOR has suspended the operation of the Contract pursuant to Chapter 3314 of the Revised Code.

Article IX. Expiration/Termination of Contract

The expiration of the Contract between the SPONSOR and the GOVERNING AUTHORITY shall be the date provided in the Contract, provided, however, the GOVERNING AUTHORITY may terminate this Contract upon one hundred eighty (180) days written notice to the SPONSOR of its intent to enter into a community school contract with a successor sponsor then or to be approved to be a sponsor of community schools by the Ohio Department of Education. If the SPONSOR decides to terminate the Contract prior to its expiration, then at least one hundred eighty (180) days prior to the termination of the Contract the SPONSOR shall notify the GOVERNING AUTHORITY in writing of its intent to terminate the Contract pursuant to Ohio Revised Code Section 3314.07. The SPONSOR may choose to terminate this Contract prior to its expiration for any of the following reasons:

1. The GOVERNING AUTHORITY'S failure to ensure that the SCHOOL delivers the Educational Plan specified pursuant to Exhibit I of this Contract to all students enrolled in the SCHOOL;
2. The GOVERNING AUTHORITY'S failure to ensure the SCHOOL meets the student performance requirements specified in the Contract, including but not limited to Section 4 (a) of Exhibit IV, and achievement of academic goals specified in the Contract, including but not limited to Section 4 (b) of Exhibit IV;
3. The GOVERNING AUTHORITY'S failure to meet generally accepted standards of fiscal management;

4. The GOVERNING AUTHORITY has violated any provisions of this Contract or applicable state or federal law;
5. The SCHOOL is insolvent or is bankrupt;
6. The SCHOOL has insufficient enrollment to successfully operate a community school, or the SCHOOL has lost more than fifty (50%) percent of its student enrollment from the previous year;
7. The SCHOOL defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or any other agreement entered into between the SPONSOR and the SCHOOL or GOVERNING AUTHORITY;
8. The SCHOOL's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the SPONSOR in connection with the SPONSOR'S issuance of this contract, Preliminary Agreement or other legally binding document executed by the parties to this Contract, or the SCHOOL's reporting requirements under this Contract or applicable law;
9. The SPONSOR discovers grossly negligent, fraudulent or criminal conduct by the SCHOOL's applicant(s), directors, employees, not reported and cured by the GOVERNING AUTHORITY, in relation to their performance under this Contract;
10. The SPONSOR has suspended the operation of the Contract under section 3314.072 of the Revised Code and Article VIII of this Contract; or
11. Other good cause.

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

In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to suspension of operations.

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

1. Ninety (90) days following the date the SPONSOR notifies the GOVERNING AUTHORITY of its decision to terminate the Contract;
2. If an informal hearing is requested, and as a result of the informal hearing the SPONSOR affirms its decision to terminate this Contract, the effective date of the termination specified in the notice of termination.

If the SCHOOL receives a designation of “unauditable” from the Ohio Auditor of State, the SCHOOL shall be subject to probationary status, suspension of operations, termination or nonrenewal of the Contract.

Article X. Ending the SCHOOL

In the event that this contract is terminated or not renewed and the GOVERNING AUTHORITY does not enter into an Agreement pursuant to R.C. 3314.03 with a successor sponsor in accordance with the requirements of Article III above, the operation of the GOVERNING AUTHORITY and THE SCHOOL will cease as a community school.

Article XI. Contract Termination Contingencies

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

All property personally and/or individually owned by the trained and licensed teachers or staff employed by the GOVERNING AUTHORITY, which is not work for hire or licensed, shall be exempt from distribution of property and shall remain

the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus that have been personally financed by teachers or staff.

Upon the GOVERNING AUTHORITY'S receipt of written notice of termination, and throughout the period of SCHOOL operation between the notice of termination and school closure, if any, the GOVERNING AUTHORITY shall (i) comply with school closing procedures required by law imposed by or upon the Ohio Department of Education and SPONSOR and perform all obligations necessary thereto, (ii) designate a representative of the GOVERNING AUTHORITY or its designee who shall retain responsibility for the security of and access to all SCHOOL records, to the fullest extent permitted by law, including student records, to the SPONSOR'S representative, as designated in writing, and (iv) fully cooperate with the SPONSOR'S designated representative, who shall have unrestricted and equal access to SCHOOL records, including student records during the period prior to the closure of the SCHOOL. Upon termination and closure, the GOVERNING AUTHORITY shall secure all SCHOOL records, including student records, in the possession of the SCHOOL and shall grant to the SPONSOR access to records requested by the SPONSOR. In accordance with Section 3314.44, the GOVERNING AUTHORITY shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the SCHOOL so that those records may be transmitted within seven (7) business days of the SCHOOL closing to the student's school district of residence. The SCHOOL's Fiscal Officer shall deliver all financial and enrollment records to the SPONSOR within thirty (30) days of closure, and upon taking possession of such records, the SPONSOR shall thereafter fulfill any and all statutory and contractual duties concerning the SCHOOL records, including the student records which are within the SPONSOR'S possession; provided that in performing the GOVERNING AUTHORITY'S statutory or contractual duties, the SPONSOR shall comply with Section 3314.015 (E), and any procedural guidances published by the Ohio Department of Education, which correspond thereto.

The GOVERNING AUTHORITY and SCHOOL shall comply with Ohio Department of Education guidance related to community school closure. (See attachment to contract.)

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

Article XII. Dispute Resolution Procedure

In accordance with the Ohio Revised Code Section 3314.03 (A) (18), disputes involving the GOVERNING AUTHORITY of the SCHOOL and the SPONSOR regarding this Contract shall be placed in writing and resolved in the following manner:

- a. Members of the GOVERNING AUTHORITY, or an appointed minority of GOVERNING AUTHORITY members shall meet with representatives of the SPONSOR;
- b. Members of the GOVERNING AUTHORITY and the SPONSOR will make a good faith effort to define the issues, clarify any miscommunications and resolve contractual differences;
- c. All agreed terms shall be placed in writing and signed by both parties;
- d. The GOVERNING AUTHORITY or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute resolution process.

In the event the representatives are unable to resolve such disputes on their own accord, then the representatives may engage in nonbinding mediation, using a trained, experienced mediator selected by mutual agreement of the representatives of the SPONSOR, and the representatives of the GOVERNING AUTHORITY. In addition to the foregoing, the parties may also engage in a process of notifications relating to noncompliance or corrective actions through the use of written notice, warnings, and other remedial action prior to the SCHOOL being subject to probationary status, suspension of operations, termination or nonrenewal of the Contract. Notwithstanding the foregoing, nothing herein is intended to supersede or modify the procedures set forth under Article VII for Probationary Status, Article VIII for Suspension of Operation or Article IX for Expiration/Termination of Contract.


Article XIII. Miscellaneous Provisions

- A. This Contract shall be governed and interpreted according to the laws of the State of Ohio.
- B. The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including rules promulgated by the Ohio Department of Education for community schools.

- C. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent of the SPONSOR and the SCHOOL.
- D. The parties may modify the Contract at any time by written amendment. The parties shall modify the Contract by entering into written amendments to the Contract: a) when changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio's accountability system require modifications to the Contract performance measures. On a continuing basis, the SPONSOR will monitor federal and/or state laws, regulations, interpretations by competent legal authorities, School data, changes to Ohio's accountability system, and any other authority for relevant changes. The SPONSOR will notify the SCHOOL of such changes on a regular basis. The SPONSOR will determine whether any such changes require modification of the Contract and, when appropriate, shall prepare an amendment to the Contract on at least an annual basis. By way of illustration, ODE makes changes to the rubric for sponsor evaluations on a regular basis. SPONSOR shall monitor these changes and will prepare amendments to the Contract and/or make modifications to the ESC Guidance in order to maintain compliance with such changes.
- E. This Contract constitutes the entire agreement among the parties and any changes or modifications of this Contract shall be made and agreed to in writing.
- F. Neither party shall solicit or accept assignment of any or all portions of this contract without the express written agreement of the other party.

SPONSOR

**ON BEHALF OF THE EDUCATIONAL SERVICE CENTER OF
CENTRAL OHIO**

By: (Signature) 
 Print name: W. Gregory Spencer
 Title: Governing Board President
 Date: March 22, 2019

GOVERNING AUTHORITY

ON BEHALF OF GRAHAM ELEMENTARY & MIDDLE SCHOOL

By: (Signature) Sara S. Nestik

Print name: Sara Nestik

Title: Bd. Pres.

Date: 1/28/19

FACILITIES ADDENDUM

- I. A detailed description of each facility used for instructional purposes:
GEMS is housed in a three story historical building in the OSU area.

- II. The annual costs associated with leasing each facility that are paid by or on behalf of the SCHOOL:

- III. The annual mortgage principal and interest payments that are paid by the SCHOOL: GEMS acquired a loan from Huntington Bank to purchase the building and pays \$82,545 annually in principal and interest.

- IV. The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. Huntington Bank

Exhibit 1
Educational Plan For
Graham Elementary and Middle School

Mission

As a member of The Graham Family of Schools and partner with EL Education, Graham Elementary & Middle School's mission is to provide a rigorous and engaging education while developing a strong sense of character and community among a diverse group of learners.

Purpose

The Graham Elementary & Middle School (GEMS) is a K-8 school serving students from central Ohio. GEMS was initiated and planned by the team that started The Graham School (TGS) and The Charles School at Ohio Dominican University (TCS) which form a group of schools known as The Graham Family of Schools (TGFS). GEMS is grounded in the principles of experiential, real-world learning, self-direction, and connection to community developed and proven effective at TGS. It is supported and enriched by technology in all aspects of teaching and learning, as implemented at TGS and TCS. GEMS is also committed to its partnership with EL Education and its three dimensions of student achievement: Mastery of knowledge and skills, character, and high-quality student work. We address the important learning arc that provides the transition from elementary school to success in middle school, and on to success in high school, not only academically but in terms of character development and understanding of the communities in which students live. Key features of the curriculum are that the educational expeditions integrate content across the curriculum, engage real-world issues, engage students with professionals in the field, and develop high-quality work through the process.

GEMS is committed to the ongoing social and emotional growth of all of our students. Research shows that there is a significant connection between academic learning and Social Emotional Learning (SEL). Studies over the past 30 years also connect trauma, including the stressful environment of continuous, pervasive poverty, as a significant factor in many children's school struggles. Therefore, our entire staff is being trained in trauma sensitivity. Our SEL focus incorporates work in the development of daily, small group community advising, the use of Restorative Practices, and the use of mindfulness to equip our students with strategies, skills, experiences and mindsets to enable success both in the classroom and in their lives beyond school.

Program Goals

- Offer engaging academic expeditions including fieldwork and service-learning in which students are challenged to take on new roles and complete significant tasks with real impact in the community, emphasizing learning-by-doing with reflection in order for students to become leaders of their own learning.
- Provide a unique and nurturing environment for students and staff to thrive in their academic and social-emotional growth.
- Construct small, interdisciplinary learning environments in which GEMS students apply academics to solve problems encountered in their real world experiences, expeditions, and traditional classes. Through purposeful activity, students make the connection between the abstract and the concrete that is essential to true education.
- Provide guidance and support to students as they transition from childhood to adolescence and in preparation for their transition into high school and beyond, providing a clear path for success between middle school and high school.

Exit Goals

GEMS is committed to providing all students with an excellent, high-quality education and meeting the following overall student goals:

- Learn how to transfer knowledge, make connections and therefore improve knowledge retention.
- Learn how to analyze, explain and apply knowledge.
- Learn how to make decisions and to work cooperatively with others.
- Grow in individuality and diversity.
- Become involved with the community as the learning environment.
- Learn to increasingly take control of their own learning.
- Demonstrate to others how the arts, humanities, math, social sciences and physical sciences are interdependent and enriching.
- Demonstrate how technology supports learning and living.
- Demonstrates how Habits of Learning contribute to academic success

State Mandated Testing

GEMS works to meet the state's standards for each grade-level test. In Ohio, students take state mandated tests every year in grades 3-8. GEMS understands that if it, like any community and other public schools, does not meet all the requirements, the school must work to show improvement in the passing rates in alignment with the goals of the Ohio Department of Education.

School Community

The GEMS school community includes students, their families, the staff and administration as well as community partners utilized for connecting with our classrooms as experts and fieldwork sites.

Parent Involvement

GEMS families are encouraged to join the GEMS community. Opportunities for involvement in the daily operations include supporting extracurricular activities, chaperoning fieldwork, acting as experts to support learning expeditions, and involvement in the Family-Teacher Organization.

Parent Complaints

If parents have a complaint or concern, they are directed to the school's administration. If the issue cannot be resolved there, the parent can request a meeting with the Superintendent or designee, who has the final authority regarding student suspensions and/or dismissals that have not been mediated at the school level.

Community Relationships

GEMS is committed to building partnerships with the greater Columbus community. Community partnerships provide students with opportunities to explore the neighborhood and larger community. GEMS partnerships benefit from the connections made on behalf of experiential education by TGFS over the past two decades. GEMS has also developed a formal relationship with OSU's College of Education and Human Ecology in which a room inside the school building is used for instruction and collaboration with various GEMS classrooms.

Evidence of Support

GEMS combines three approaches to teaching and learning – an experiential, problem-based curriculum that integrates core subjects in hands-on lessons; a rigorous standards based curriculum; and interdisciplinary teams of teachers providing interdisciplinary and integrated lessons. Each of these alternative approaches to schooling has evidence of support.

- The Columbus community has a clear and stated interest in a broader and more intentional connection between classroom learning and the meaning and understanding that comes within an experiential context. There are a host of alternative schools in the Columbus area that offer alternative forms of teaching and learning (experiential, language immersion, arts impact, STEM).

Student Demographic Information

The school is open to all students and works to serve the range of central Ohio students. There is an expectation that students will be attracted to the school, particularly those who are seeking an alternative approach to the elementary & middle school experience.

Admissions

GEMS will be in compliance with ORC 3314.06. Pursuant to sections 3313.64 and 3313.65 of the Ohio Revised Code, any student who resides in the State of Ohio and who meets the grade level guidelines will be eligible to attend the school.

Admission Procedures

Students and their parents must first complete the application and make an appointment for an interview. The purpose of the student and family interview is to clarify and orient both to the school program. It allows the student and family to meet in person with a staff member and to fully address any remaining questions. The interview is imperative towards helping both parent and student understand the unique nature of the school's curriculum and the demands for self-direction in all classrooms.

If necessary, a lottery will be held on the first Monday of February. All parents of children selected in the lottery will be notified of the selection by mail. Parents will have up to 14 days from receipt of the letter to contact the school regarding their decision. If a parent does not respond within 14 days of receipt of the letter, the school will select another child from the lottery in the order the child's name was drawn.

As soon as GEMS has accepted a student, the Registrar requests transfer of their records from their current school. The office administrators assist in ensuring that records are transferred in a timely manner.

Instructional Design

GEMS provides a rigorous and high quality instructional program for all of its students. As an EL Education school, GEMS features three core concepts of instructional design that impact its school curriculum design, development, and implementation: Active Pedagogy, Workshop Model Instruction and Learning Expeditions. GEMS also works toward annual improvement through a work plan in cooperation with EL Education that focuses on Mastery of Knowledge & Skills, Character, and High Quality Student Work.

Active Pedagogy

Active Pedagogy describes methods for maximizing students' direct experience and participation in learning. Teachers:

- strategically select and sequence instructional practices within and across lessons that are aligned to Ohio and Common Core standards;
- craft each lesson so that it builds curiosity and includes a sense of urgency and purpose;

- structure lessons so that teachers talk less and students talk more; they set up students to do the thinking and the work;
- activate and build upon students' prior knowledge;
- sometimes start a lesson or an investigation with a complex or provocative problem and will build students' skills, vocabulary, and concepts on a "need to know" basis; alternatively, teachers will sometimes start a lesson or an investigation with an experience, and invite students to make sense of it; and,
- actively engage and guide students (for example, confer with students, pull students into small invitational groups, etc.) during students' independent work times.

These methods will enable students to use manipulatives as tools for thinking and representing, and take responsibility for producing something that shows their individual thinking. Every day GEMS teachers will use the following specific practices that embody EL Education's vocabulary for Active Pedagogy:

- **Protocols:** Teachers will use protocols (such as Socratic seminars and jigsaws) to ensure that all students think critically and participate fully. In addition, they will use protocols to look at student work, facilitate classroom meetings and student advisory periods, and model and encourage behavior conducive to productive individual and group work.
- **Workshops:** Teachers will use the workshop format to model or demonstrate a concept, skill, or strategy; require students to practice and apply what was modeled; and discuss and debrief what has been learned.
- **Mini-lessons:** Teachers will use mini-lessons to introduce and explicitly teach concepts, skills, and strategies to the whole class or small groups, as needed, often in response to student work and misconceptions.
- **Modeling:** Teachers will use demonstrations, role-plays, and fishbowls to set criteria and model expectations for high quality group processes, products, writing, reading, and problem solving. Teachers will also use think-alouds to model comprehension strategies and skills.
- **Representing thinking:** Teachers will use anchor charts and other forms of documentation to synthesize and make student understanding public. Students will represent their thinking using formats such as graphic organizers, journals, quick-writes, and summaries of their learning.
- **Questioning and following student thinking:** Teachers will ask open-ended questions and follow-up questions to stimulate student thinking. Teachers will confer with students individually and in small groups on a regular basis to gauge each student's level of understanding, differentiate instruction, and identify issues affecting a whole class.
- **Using exemplars and models:** Teachers will use a range of exemplars and models to help students see and understand quality, format, and group work. Teachers will use exemplars and models to elicit criteria and construct rubrics.
- **Multiple drafts, revision, and critique:** Students will produce multiple drafts for all products and assess each draft against generated criteria and rubrics to improve successive drafts. Teachers will develop focused questions to guide revision. Students will use critique protocols to receive and provide feedback and to revise their work.
- **Reflecting and debriefing:** Teachers and students will use reflection and debriefing of lessons and experiences to improve retention of information, generalization, and transfer of learning, and to set goals for future learning.

Workshop Model Instruction

Workshop Model Instruction describes a set of structures, groupings, and activities that incorporate Active Pedagogy practices and protocols -- all are carefully aligned to the Ohio and Common Core standards. Based on the premise that students learn by doing, this model ensures that students get time each day to engage meaningfully with the subjects they are exploring. The workshop model

provides a format for exposing students to a variety of instructional strategies as they work individually or in small groups on a specific set of predetermined learning targets, but it really allows students to take ownership of the learning process. Although no two workshops look exactly alike, the following components are typically present in some form:

- **Mini-lessons:** Organized around a clearly-focused objective that addresses a single element of the work that students will be doing, mini-lessons can be as short as five minutes or as long as 15 minutes. Mini-lessons provide explicit instruction in the skills that students will practice and apply during the workshop. They typically include modeling and think-alouds.
- **Guided or independent work time:** Students generally use the guided and independent practice work time to practice, extend, and refine the skills addressed in the daily mini-lesson. Guided or independent work time takes up the bulk of time in any workshop. Well-articulated and consistently enforced classroom procedures, traditions, and rituals, and established accountability systems help ensure that students use this time well.
- **One-on-one/small group conferences:** Along with mini-lessons, conferencing provides a venue for direct instruction during the workshop. While the rest of the students are working independently, the teacher meets with students one on one or in small groups to check on progress and, most importantly, to have “instructional conversations.” The topic of these conversations is student work and progress over time relative to the day’s learning objective. Teachers provide descriptive feedback to each student and document what was discussed and decided through standardized note-taking and record-keeping protocols.
- **Sharing, critique, and debriefing:** At the end of each workshop, teachers and students take a few minutes to share progress, examine student work as small or large groups, or debrief the group’s performance during that workshop. This immediate feedback is one of several ways in which students receive substantive feedback on their progress from their peers and teachers.
- **Assessment:** Multiple forms of informal and formal assessment of student progress are part of every workshop. Mini-lessons, conferences, and the daily debriefing all give the teacher opportunities to assess student understanding. Teachers then use what they have learned about student understanding to give students feedback, plan for re-teaching, and provide immediate interventions for struggling students. Some workshops end with students writing or responding orally with an “exit ticket” that gives the teacher more information about an individual student’s progress on the daily learning target.

Learning Expeditions

A learning expedition is a purposeful, in-depth investigation of a rich theme or topic. Aligned to Ohio state standards and organized by guiding questions that emerge from curricular topics and community issues, learning expeditions allow students to experience and actively engage with content through fieldwork, student inquiry, challenging projects, relevant literature, simulations, and service. Learning expeditions culminate in exhibits, performances, publications, and other demanding products for audiences beyond the classroom.

Lasting eight to twelve weeks, a learning expedition investigates a compelling topic that emerges directly from Ohio and Common Core standards. The compelling topic for each expedition provides a focused, narrow context for engaging students with the content and addressing the big ideas and enduring understandings that are at the heart of academic disciplines. Compelling topics for learning expeditions are not only aligned to the State Standards and the Common Core State Standards, but are also typically rooted in community issues dealing with the environment, public health topics, social justice questions, or other relevant, real-world problems.

Students develop background knowledge, engage in fieldwork outside of the classroom, and interact with people who are knowledgeable in the fields they are studying. Learning expeditions require

students to think critically, grapple with complex problems over time, practice essential literacy skills, and develop knowledge in a variety of domains.

Learning expeditions also provide a vehicle for integrating rigorous literacy instruction and data analysis into social studies and science. In the course of learning expeditions, students also demonstrate what they have learned through the creation of projects—portfolios, exhibitions, presentations, performances, documentation panels, original research, videos, or multimedia presentations that they share with groups inside or outside of the school.

Learning expeditions also give students an authentic reason for learning and developing proficiency. The connection to a real-world problem or issue and a real-world audience within the school or the larger community motivates students to ensure that their work is of high quality, accurate, and meets or exceeds standards. They reinforce the need for working effectively in groups and for revising work over time.

GEMS believes that these learning expeditions will provide a meaningful context for students to apply academic and social skills. Moreover, by building a bank of experiences over time, the students at GEMS will be equipped with essential domain knowledge to effectively motivate and support ongoing learning throughout the grades, beyond elementary school and into high school.

EL Education

EL Education (formerly Expeditionary Learning) is a New American Schools-approved model for comprehensive school reform that achieves results: improved teacher practice, higher student achievement and engagement, and a positive and productive school culture. Multiple reports have evaluated ELs' work favorably. These include studies and reports from the Center for Research on the Education of Students at Risk; the National Staff Development Council; the American Youth Policy Forum; the Center for Research in Educational Policy; American Institutes for Research; Academy for Educational Development; and Polly Ulichney, Ed.D., Brown University. In addition, Expeditionary Learning itself has commissioned third-party studies to assess student achievement and teacher practice in individual schools and groups of schools; including those in urban settings similar to GEMS' proposed target population.

The research evidence on EL schools has shown them to be exemplary in providing high student achievement and high student engagement. Schools implementing the EL model outperform district averages in reading/English language arts and math. They also greatly enhance student engagement.

Curriculum

This section provides a general description of the curriculum. The curriculum will be fine-tuned and elaborated to meet specific needs of students and to take specific advantage of the special talents of the teaching staff. The guiding principles that undergird the curriculum are to be student and outcome focused:

- Interdisciplinary learning expeditions, aligned with state and Common Core standards, promote learning through authentic experiences that encourage critical thinking and social responsibility.
- High expectations for character and behavior create a school culture exemplified by physical and emotional safety, accountability, compassion, integrity, and respect.
- Shared school traditions and celebrations support reflection, personal growth and a sense of belonging within the school community.
- Multiple means of assessment, including portfolios, student-led conferences, and passages, along with academic and character reports, hold students, teachers, and staff accountable for the highest quality of work.

- A diverse school population reflective of the Columbus community promotes intercultural understanding and respect for individual differences and similarities.
- Physical fitness, outdoor activities, and visual and performing arts are an integral part of students' daily lives.

Technology

GEMS will offer students and staff a variety of technological support.

- GEMS integrates technology into the classroom.
- The technology enhances learning spaces (classrooms, laboratories, project rooms, community) and provide a variety of teaching strategies to be supported:
 - Student presentations with graphics and other online resources.
 - Creating multimedia presentations.

School Calendar and Daily Schedule

GEMS offers a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314.03 (A)(11)(a). GEMS generally follows Columbus City School's yearly calendar.

Student's Daily Schedule

Monday through Friday classes scheduled with inter-disciplinary structures.

Serving Special Needs Students

There are two categories of special education students: those who come already identified and those who come not yet identified. For students who come to GEMS already identified and with active IEPs the process is that those records are secured, MFEs are read and IEPs are checked. If records are in order, students are provided with appropriate special education services.

Students referred by either parents or staff to special education go through an Response to Intervention (RTI) process in which there is discussion and intervention based on the student's needs. After uniform interventions are tried, over a period of time, the Intervention Assistance Team (IAT) evaluates whether or not the interventions are successful and whether the student should be referred for special education.

GEMS employs intervention specialists to meet the needs of its students. Intervention Specialists work closely with regular education classroom teachers to provide appropriate modifications and alternate assignments as needed.

Withdrawal Procedures

GEMS students will be expected to attend school during all hours of the documented school calendar unless there is a legitimate excuse. In addition, a student will be automatically withdrawn from GEMS if the student fails to participate for seventy-two consecutive hours of school without a legitimate excuse.

Exhibit 2

**Financial Plan For
Graham Elementary and Middle School**

Please see attached GEMS five-year Financial Plan

FY19 - 10-18 submission
 IRN No.: 011972
 Type of School: Community
 Contract Term: 6/30/19

County: Franklin

School Name: Graham Elementary and Middle School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2016 through 2018, Actual and
 the Fiscal Years Ending 2019 through 2023, Forecasted

	Actual			Forecasted				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 1,070,137	\$ 1,207,135	\$ 3,594,652	\$ 3,929,250	\$ 3,968,543	\$ 4,008,228	\$ 3,984,511	\$ 3,984,511
Charges for Services (1500)	-	-	11,186	10,000	10,000	10,000	10,000	10,000
Fees (1600, 1700)	19,466	19,855	6,638	6,000	6,000	6,000	6,000	6,000
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	166,706	635,791	139,771	110,000	110,000	115,000	120,000	120,000
Total Operating Receipts	\$ 1,256,309	\$ 1,862,781	\$ 3,752,247	\$ 4,055,250	\$ 4,094,543	\$ 4,139,228	\$ 4,120,511	\$ 4,120,511
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-
400 Purchased Services	1,282,560	1,257,000	4,144,377	4,247,986	4,290,466	4,333,371	4,365,871	4,395,000
500 Supplies and Materials	134,179	171,000	126,821	126,000	130,000	135,000	135,000	140,000
600 Capital Outlay -New	-	329,328	-	15,000	4,000	4,000	4,000	4,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	1,486	9,427	320	56,838	2,000	2,000	2,000	2,000
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,418,225	\$ 1,766,755	\$ 4,271,518	\$ 4,445,824	\$ 4,426,466	\$ 4,474,371	\$ 4,506,871	\$ 4,541,000
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (161,916)	\$ 96,026	\$ (519,271)	\$ (390,574)	\$ (331,924)	\$ (335,143)	\$ (386,360)	\$ (420,489)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 173,176	\$ 134,896	\$ 442,573	\$ 485,000	\$ 490,000	\$ 495,000	\$ 495,000	\$ 495,000
State Grants (3200, except 3211)	970	444	678	650	650	650	650	650
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	1,000	1,000	35,403	5,000	5,000	5,000	5,000	5,000
Interest Income (1400)	-	-	28	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	(81,622)	(35,612)	(37,267)	(38,999)	(40,810)	(41,500)
Interest and Fiscal Charges	-	-	(1,194)	(50,550)	(48,754)	(46,874)	(44,908)	(43,500)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 175,146	\$ 136,340	\$ 395,866	\$ 404,488	\$ 409,629	\$ 414,777	\$ 414,932	\$ 415,650
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating Disbursements	\$ 13,230	\$ 232,366	\$ (123,405)	\$ 13,914	\$ 77,705	\$ 79,634	\$ 28,572	\$ (4,839)
Fund Cash Balance Beginning of Fiscal Year	\$ 73,209	\$ 86,439	\$ 318,805	\$ 195,400	\$ 209,314	\$ 287,019	\$ 366,653	\$ 395,225
Fund Cash Balance End of Fiscal Year	\$ 86,439	\$ 318,805	\$ 195,400	\$ 209,314	\$ 287,019	\$ 366,653	\$ 395,225	\$ 390,386

Assumptions

	Actual			Forecasted				
	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023
Staffing/Enrollment								
Total Student FTE	126	135	423	465	465	465	465	465
Instructional Staff	5	6.00	22.00	22.00	22.00	22	22	22
Administrative Staff	2	2.00	4.00	4.00	4.00	4	4	4
Other Staff	3	3.00	3.00	3.00	3.00	3	3	3
Purchased Services								
Rent	\$ 85,273.00	\$ 85,105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	54,297.00	52,356.00	54,588.00	56,000.00	56,000.00	56,000.00	56,000.00	56,000.00
Other Facility Costs	101,647.00	117,318.00	195,271.00	200,000.00	200,000.00	200,000.00	210,000.00	210,000.00
Insurance	-	-	-	-	-	-	-	-
Management Fee	912,943	832,918	3,067,322	3,265,986.00	3,301,466.00	3,332,371.00	3,349,871.00	3,301,500.00
Sponsor Fee	32,104	36,214	102,950	110,000.00	112,000.00	115,000.00	115,000.00	115,000.00
Accounting and Audit Fees	12,000	12,000	26,926	4,000.00	4,000.00	3,000.00	3,000.00	3,000.00
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	8,641	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00
Legal	-	-	6,145	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Marketing	-	-	7,495	7,500.00	7,500.00	7,500.00	7,500.00	75,000.00
Consulting	149,047	102,433	112,755	120,000.00	125,000.00	125,000.00	130,000.00	130,000.00
Professional Development	-	-	41,571	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	-	-	334,357	300,000.00	300,000.00	300,000.00	300,000.00	300,000.00
Technology Services	-	-	-	-	-	-	-	-
Food Services	85,578	48,326	166,014	130,000.00	130,000.00	140,000.00	140,000.00	150,000.00
Other	(150,329)	(29,670)	20,342	-	-	-	-	-
Total	\$ 1,282,560.00	\$ 1,257,000.00	\$ 4,144,377.00	\$ 4,247,986.00	\$ 4,290,466.00	\$ 4,333,371.00	\$ 4,365,871.00	\$ 4,395,000.00
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ 82,816	\$ 86,162	\$ 86,021	\$ 85,873	\$ 85,718	\$ 85,000
Debt Service Coverage	0.00	0.00	-0.49	1.16	1.90	1.93	1.33	0.94
Growth in Enrollment	0.00%	7.14%	213.33%	9.93%	0.00%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	0.00%	-100.00%	0.00%	-73.33%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	48.27%	101.43%	8.08%	0.97%	1.09%	-0.45%	0.00%
Growth in Non-Operating Receipts/Expenses	0.00%	-22.16%	190.35%	2.18%	1.27%	1.26%	0.04%	0.17%
Days of Cash	0.05	0.05	0.07	0.04	0.05	0.06	0.08	0.09

Fiscal Year 2019-2028 Projected Debt				
Description	Proceeds	Principle Retirement	Interest Expense	Debtholder/Creditor
FTE	\$ -	\$ -	\$ -	
Loan	\$ -	\$ 1,043,202.00	\$ 397,224.00	Huntington
Loan	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	
Payables (Past)	\$ -	\$ -	\$ -	
Total	\$ -	\$ 1,043,202.00	\$ 397,224.00	

Assumptions Narrative Summary

- 1) Enrollment Trends
- 2) Staffing levels

Assumes enrollment of 465 students in FY 19 through FY 23 of the forecast. The School merged with Graham Primary school in FY 18. For FY2019, a minimal increase is projected. Employees are paid out of both general and federal grant funds. Staff is purchased service (TGS). Staffing levels and salary amounts are projected steady with minimal increases for FY 2019-2023. Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, The School provides health insurance coverage to its staff. Benefits are projected to be between 23% to 25% of salaries for FY 2019– FY 2023. Costs are purchased service from TGS.

- 3) Service levels
- 4) State foundation
- 5) Other receipts
- 6) Operating Disbursements
- 7) Debt

- 8) Purchased Services
- 9) Other objects
- 10) Other assumptions

Will be servicing Students K-8
Assumes per pupil revenue of \$8450 (which includes payments for casino, facilities, and spec ed). Minimal growth of 1% is projected.
Is based on income generated from donations and private grants
A minimal increase (1 - 2.5%) is projected for FY 2019 - FY 2023.
School issued a mortgage debt in FY 2017 in the amount of \$1,080,000 at 4.55% interest with a balloon payment due in 2027. Payments per month are \$6,862 per month.
See note above detailing purchased services projections.
All other fees per the USAS manual are included.
TGS acts as a EMO for GEMS. Per the contract, TGS receives a base fee of three (3) percent up of sister schools state revenues. TGS also receives up to ninety-five (95) percent of sister school's qualified revenues, after required direct expenses are paid.

Exhibit 3
Governance and Administrative Plan For
Graham Elementary and Middle School

**** If conflicting information appears in these documents and exhibits, the Articles of Incorporation and the Code of Regulations will supersede all others.**

School Governance

The Graham Elementary and Middle School's Governing Board of Directors ("Board") always put the needs of students first; maintain high standards of conduct; work to manage stressful situations positively; work to maintain clear and constant channels of communication; and have the capacity and personal commitment to lifelong learning which includes their work as members of the Board.

The Board's primary responsibilities are the establishment of policies and evaluation of effectiveness of their implementation. Therefore the Board has the powers and duties permitted by law to manage the business, property and affairs of the school. It establishes the policies and oversees the operations, ensuring that the school operates according to the terms and conditions of its authorizing contract as well as federal, state and local laws. It is the responsibility of the administrative team and staff to determine the methods of implementing the Board policies and the Board delegates to them the authority for managing the day-to-day operations.

The responsibilities of the Board are: to oversee the administration and operation of the school; to adopt an annual budget; to appoint and evaluate the school's administrative team and business manager; to develop, implement and monitor school policies, including short and long term; to advise and report to the sponsor and the State Board of Education, parents and the community at large regarding all significant activities, program evaluations and outcomes, student achievement data and policies.

Corporate governance documents include the Articles of Incorporation and the Code of Regulations.

Membership of Governing Board

The governing authority of the SCHOOL shall be the Graham Elementary and Middle School Governing Board of Directors ("Board"), which shall have no fewer than five (5) and no more than nine (9) voting members. None of the members of the Board will have contracts with the School. None of the employees of the school will serve on the Board. There will be no members of the sponsor, Educational Service Center of Central Ohio, on the Board.

Board Directors' desired qualifications include: having a clear understanding of both the theoretical framework of the school and a commitment to the school and its students, having areas of expertise such as business / financial and community development, providing diversity in terms of race, gender and age. Implicit in all of this are the personal characteristics of integrity, creativity and organizational management.

Once elected, each Director shall hold office until his or her successor is elected, or until his or her resignation, removal from office, or death.

Orientation of new Board Directors will be the joint responsibility of the Board President and the administrative team.

The Articles further state, “Any Director by notice in writing to the Board of Directors, may resign at any time. Except as otherwise provided by the Articles of Incorporation or these Regulations, any Director may be removed from office with or without cause by a majority of the whole number of Directors.”

As noted above any Director may be removed from office with or without cause by a majority of the whole number of Directors. While this is legally set, it is not sufficient in terms of establishing the full description of a working relationship. The Board will have the responsibility to hear any concerns regarding a Director and meet to consider those concerns as well as meet with the Director to address the concerns. Once considered, a vote will be taken on the Director’s removal following the opportunity for the Director in question to make comments and the Board to entertain discussion.

Description of Governing Board Organization

Officers and their roles are designated in the Articles as: The officers of the corporation shall consist of a President, a Vice President, a Secretary, a Treasurer and such other Officers as the Directors may from time to time designate. Election of Officers shall take place at each annual meeting of the Board or, if action is not taken then or if there is a vacancy, at any regular or special meeting for which notice is given as provided in Section 2.04. The same individual may be elected to more than one office and for consecutive years. Otherwise, each Officer shall be elected by the Board of Directors by a majority vote for a one-year term, and until his or her successor is duly elected and qualified, or until his or her earlier resignation, removal from office or death.

The President will chair the Board meetings; execute all contracts and agreements on behalf of the Board, serve as the Board’s chief spokesperson and serve as the chief liaison with the School’s sponsor and the administrative team of the school. The President shall preside at all meetings of the Board and will use the Roberts’ Rules of Order as his / her guideline. The President with the agreement of the Board shall determine the length and requirements for public participation in Board meetings. This policy shall be posted at the site of the meeting and included in the parent orientation materials. The President may call for an Executive Session when confidential personnel information needs to be shared. The President shall, subject to the direction of the Board, have general supervision, direction and control of the business and Officers of the Corporation.

The Vice President will serve in the absence of the President and will lead the Board’s oversight of all school reporting requirements.

The Secretary shall keep the minutes of the proceedings of the Board. Those minutes may be distributed by hard copy or by email as each Director requests. The Secretary shall be the custodian of all books, records, papers and property of the Corporation and shall perform such other administrative duties as shall be necessary or desirable to carry out the purposes of the Corporation. He or she shall have such other duties as from time to time may be established by the President with the consent of the Board.

The Board shall appoint a person to serve as School Treasurer. The Treasurer shall be bonded in accordance with ORC 3314.011. The School Treasurer will report to the audit committee and Board Treasurer as necessary. The Board shall establish and appoint a financial audit committee. The chair of this committee will report to the Board or Board Treasurer as necessary. He or she shall have such other duties as from time to time may be established by the President with the consent of the Board. The School Treasurer will be the chief Board liaison with the administrative team.

A major function of the Board is to work with the administrative team to establish the goals by which the school can accomplish its mission and to provide the resources necessary for their accomplishment.

The Board is responsible for ensuring the evaluation of the staff. This evaluation is to be based on four outcomes: meeting the GEMS mission; the professional development plan designed by the staff and the administrative team, the performance evaluation tool and compliance with GEMS contracts, policies and procedures and the law.

The Board is responsible for instituting evaluation of the administrative team and staff annually. This evaluation is to be based on outcomes in terms of meeting goals laid out by the Board.

In conjunction with the annual evaluation of staff the Board shall provide time for assessment and evaluation of the school in meeting its goals and objectives for each school year.

The Board shall provide time for its own assessment and evaluation of the school in meeting its goals and objectives each year. The Board in light of the evaluation data will make revisions of policy.

Committees and Responsibilities

The Board may create a committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director unless Ohio law allows otherwise in the future. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board with respect to such matter. Once the Corporation becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board, or as otherwise required by law, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the actions of the Board shall be valid and binding.

Policies Concerning the Governing Board

There is no financial compensation for Board participation.

It will be the Board's policy to involve parents in the school. This will be done by encouraging parents to help as volunteers in classes or at experiential sites outside the school where parents may have expertise and participate in school activities during non-traditional hours.

All records with the exception of student and personnel records shall be open to Board Members if asked for in a reasonable period of time. Board Members should not expect to be able to come in and have immediate access to any record. However, a request of a file or record for the following business day will be honored.

Only the Board President or his or her designee may publicly speak for the Board on issues of concern.

The maintenance of unusually high standards of honesty, integrity, impartially and professional conduct by the Board will be the basis for ethical decision-making. This requires clear policies on issues related to the area of conflict of interest in, directly or indirectly, any activity that conflicts or raises reasonable question of conflict of interest in terms of his/ her Board responsibilities. Board Members cannot engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of the relationship concerned with the students, staff or parents of the school. If there is the slightest question of conflict of interest the matter shall be brought to the Board.

The Board shall comply with Sunshine Laws / Open Meetings Act ORC 121.22. Any person calling the school can also get this information.

Board meetings will be regularly scheduled and dates/times will be sent to both local and area newspapers, as well as included in the school news sent to families of students and posted on the school's website. Any prearranged discussion of the public business of the Board by a majority of its members will be open to the public. No special meetings will be held without 24-hour notice to the news media that have requested notification, except in the case of an emergency requiring immediate action. Upon request GEMS will provide any person advance notification of any matter to be discussed in a Board meeting. GEMS shall comply with the Public Records Act / Open Meetings Act of ORC 121.22 and Public Records Act, ORC 149.43.

Special Board meetings are called in accordance with the corporate governing documents.

Directors will be notified as noted in the Articles, "Notice of any meeting shall be considered given if mailed, e-mailed or otherwise sent or delivered to the Director at his or her most recent address specified in the Articles of Incorporation."

According to the Articles, "Special meetings may be called by the President or by three Directors who deliver a written request at least five business days prior to the minimum notice period of two days."

Human Resources

Staff Development

It is the responsibility of the entire staff in conjunction with their own self-evaluations, peer evaluations and the school evaluation to consider and recommend the most relevant training and professional development options.

Staff Recruitment and Hiring

The Administrative Team identifies staff to be hired and makes recommendations to the Board who hires staff. It is the responsibility of the administrative team to initiate the hiring of staff by contacting teacher education programs and other professional contacts, and if necessary advertising for unfilled positions. The team is also responsible for checking on certification in accordance with ORC 3319.22 to 3319.31 and BCII/FBI checks in accordance with ORC 3319.39 on final applicants as well as setting up staff interviews with the candidate, leading those interviews and with the staff making timely decisions.

GEMS does not discriminate on the basis of race, color, religion, gender, gender identity, national origin, sexual orientation, cultural heritage, handicap, age or ancestry. Every effort is made to ensure that all employment decisions, school programs and personnel actions are administered in conformity with the principles of Equal Employment Opportunity. The Board ensures that discrimination will be prohibited in all matters of hiring, promotion, discharge, compensation, terms, conditions and privileges of employment.

In addition to the certification requirements and high competency in their discipline area, staff must exhibit an understanding of and commitment to interdisciplinary and experiential learning and instruction. The staff must be able to be effective both in and out of the traditional classroom. This requires that an applicant be able to give examples in his/her own personal and professional lives illustrating his/her understanding and work in these areas.

Requirements for part-time positions (12 hours or less) are the same as for the full-time staff with the exception of the teaching certification requirement. Individuals who are hired to teach 12 hours or less must hold a license pursuant to Ohio Revised Code section 3319.301.

Salaries and Benefits

The Board determines the salary and benefits for all positions.

Salaries for both licensed and non-licensed staff is competitive with salaries of other area school districts.

Conflict Resolution

In accordance with the Ohio Revised Code Section 3314.03(A)(18), any dispute involving the GOVERNING AUTHORITY of GEMS and the SPONSOR regarding this contract shall be placed in writing and resolved in the following manner:

- a. Members of the Board shall meet with representatives of the Ohio Department of Education, Office of School Options;
- b. Members of the Board and the Office of School Options will make a good faith effort to define the issues, clarify any miscommunications and resolve contractual differences;
- c. All agreed terms shall be placed in writing and signed by both parties; and
- d. The Board or the SPONSOR may initiate this process by providing written notice to the other party of their intent to initiate the dispute resolution process.

Contract Terminations, Dissolution and Non-Renewal

In the event the school's contract would be terminated, employees who are on leave of absence from other school districts will have return rights to their districts. The school will work to help other employees secure employment.

Student records will be forwarded to each student's new school. School records will be boxed for archives, returned to the Sponsor and stored accordingly.

The disbursements of facilities will be handled in accordance with all the requirements listed in ORC 3314.074.

Assessment & Accountability Plan – Exhibit IV

There are three (3) components on which schools will be assessed and held accountable: Academic, Financial, and Organizational/Operational. Together, these three components comprise the Performance Framework.

The ESC will utilize the National Association of Charter School Authorizer's (NACSA's) Core Academic Performance Framework to guide its academic monitoring of the schools that it sponsors. The framework components include:

1. Indicator – general category of academic performance, i.e., student achievement
2. Measure – general means to evaluate the indicator, i.e., state assessment
3. Metric – method of quantifying a measure, i.e., percentage of students proficient on state assessment
4. Target – threshold for meeting specific measure, i.e., state cut-off for meeting proficiency or higher
5. Rating – assignment of school's performance into one of four categories based on how school performs against the target, i.e., exceeds, meets, approaching standard or falls far below standard

We will utilize the graded measures available on the state report card each year. As additional measures are added from year to year, we will also utilize the performance framework in those areas. Note, additional or fewer measures may be used for different schools to appropriately evaluate their specific educational plans. The general Graded Measures are:

- Value-Added: Overall
- Value-Added: Gifted
- Value Added: Students with Disabilities
- Value-Added: Lowest 20% in Achievement
- Performance Index
- Performance Indicators
- 4 Year Graduation Rate
- 5 Year Graduation Rate
- Annual Measurable Objectives (AMO)

- The inclusion of the measures will be based on their report card release from the Ohio Department of Education.

The ESC will rate each of these areas as –

- Exceeds Standard – Determined by Overall Progress Grade of A or B
- Meets Standard – Determined by Overall Progress Grade of C
- Approaching Standard – Determined by Overall Progress Grade of D
- Falls Far Below Standard – Determined by Overall Progress Grade of F

- The following tables represent the three (3) components of the Performance Framework- Academic, Financial, and Organizational/Operational. School

performance in these areas is documented annually, reviewed with administration and Governing Authorities, and reported in the Annual Review.

- School and Sponsor may agree to include additional Progress and/or Achievement measures using data from standardized assessments (i.e., NWEA MAP, STAR) and/or other school mission specific metrics and non-academic measures. These will be used to assist in monitoring accountability, especially if there are areas that were not rated on the report card.
- At the end of each contract term a High Stakes Review is conducted, at which time multiple years of school ratings in Academics and Organizational/Operational areas, and the most recent Financial scores on the Performance Frameworks are reviewed. The overall performance is considered at renewal time.

The report card grades are used by the State to determine levels of support in the Ohio Improvement Process (OIP). If the school receives any correspondence from ODE listing the school as assigned in an OIP tier of priority, focus, alert or low-performing, the ESSCO will support that vetted accountability system and the following will be expected:

1. The Sponsor will be notified immediately. Correspondence from ODE is directly sent to the superintendent of the school.
2. The Sponsor will be copied in on all correspondence and requirements that the school sends related to OIP as well as the school's ODE submissions in the process.
3. The Sponsor will be notified of and invited to all meetings related to the OIP, such as building team meetings.
4. Communication occurring with any SST or support facilitators that are assigned to the school will occur consistently and in a timely fashion.
5. Completion of all required documentation as assigned by ODE will be completed and submitted on time and the OIP will be followed with fidelity.

If assigned to OIP – we will monitor and use that process as the supported intervention for the schools that we sponsor. If a school is not assigned to the OIP by ODE, but has issues related to academic accountability and is consistently low-performing in areas that result in a concern to the Sponsor, intervention and support will be assigned specifically by the needs of the school and a plan will be outlined – which could include, but not limited to:

- Required participation in the Ohio Improvement Process assigned by the Sponsor – even if not yet assigned by ODE
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in contract length, non-renewal, suspension, and/or termination if no growth occurs over the course of the contract life

The rating system described earlier is subject to change if any legislative revision occurs or a new expected accountability standard is issued to Sponsors by the State. As future graded measures are added to the report card over the course of a contract's life, it will be assumed that the school will be rated on those measures throughout the life of the contract with that specific measure language being added at renewal time. If needed, the ESC will amend and update the assessment and accountability portion of the contract if the legal requirements of monitoring change after the contract has been approved by both governing authorities.

Graham Elementary & Middle School Performance Framework

Performance Framework for annual review of school outcomes includes 3 main components: Academic, Financial, and Organizational/Operational

PERFORMANCE FRAMEWORK: ACADEMIC COMPONENT

Report Card Scale			
4 points	3 points	2 points	1 points
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
A/B	C	D	F

Overall School Performance: School Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Achievement: Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Achievement: Performance Index		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Achievement: Indicators Met		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Progress: Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Progress: Value Added Overall		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Progress: Value Added Lowest 20% in Achievement		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Progress: Value Added Students With Disabilities		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Gap Closing Component Grade: Annual Measurable Objectives		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

K-3 Literacy Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Mission Specific Goal #1 Scale			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
> 35% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	30-35% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	20-20.9% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	<20% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math
Mission Specific Goal #1: \geq 35% of Grade 7 will meet STAR Student Growth Percentile (SGP) in Reading/Math.			
	Rating	Points	
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Mission Specific Goal #2 Scale			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
\geq 40% of students K-8 meet annual growth target in Reading/Math	30-40% of students K-8 meet annual growth target in Reading/Math	20-20.9% of students K-8 meet annual growth target in Reading/Math	<20% of students K-8 meet annual growth target in Reading/Math
Mission Specific Goal #2: \geq 40% Grades K-8 will meet NWEA MAP Reading/Math annual growth projection.			
	Rating	Points	
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Mission Specific Goal #3 Scale			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
>40% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	30-40% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	20-20.9% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	<20% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math
Mission Specific Goal #3: \geq 35% of Grades 5-8 will meet STAR Student Growth Percentile (SGP) in Reading/Math			
	Rating	Points	
2020-2022			

2020-2021		
2019-2020		
2018-2019		

Progress: Lowest 20% Comparison to All Community Schools Statewide Scale				
Point Value	4 points	3 points	2 points	1 point
Rating	Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
Progress Lowest 20% Rate vs All Community Schools Statewide	Ranked \geq 75% of All	Ranked between 50-74.9% of All	Ranked between 25-49.9% of All	Ranked lower than 24.9% of All

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	A	B	C	D	F
2021-2022	GEMS						
	All						
2020-2021	GEMS						
	All						
2019-2020	GEMS						
	All						
2018-2019	GEMS						
	All						

PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT

Near-Term Measures

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	Current Ratio is less than or equal to 0.9
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard

	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	Fewer than 15 Days Cash
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement		
	1 point	0 points
	Meets Standard	Falls Far Below Standard
	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments/ Not Applicable	School is in default of loan covenant(s) and/or is delinquent with debt service payments
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Enrollment Variance equals or exceeds 95% in the most recent year	Enrollment Variance is between 85-95% in the most recent year	Enrollment Variance is less than 85% in the most recent year
2021-2022			
2020-2021			
2019-2020			
2018-2019			

Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Debt to Asset Ratio is less than 0.9	Debt to Asset Ratio is between 0.9 to 1.0	Debt to Asset Ratio is greater than 1.0
2021-2022			
2020-2021			
2019-2020			
2018-2019			

PERFORMANCE FRAMEWORK: ORGANIZATIONAL/OPERATIONAL COMPONENT

Educational Program

This measure does not evaluate the performance of the school. This measure only addresses the program described in the Education Plan of this contract – the school’s fidelity to the program and organizationally the school’s **faithfulness to the terms of the charter**.

Is the school implementing the material terms of the education program as defined in the current charter contract?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school implemented the material terms of the education program in all material aspects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESC for a charter modification to the material terms.	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Education Requirements

Is the school complying with applicable education requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: <ul style="list-style-type: none"> • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • Common Core Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	2 points	1 point	0 points
	Meets Standard	Meets Standard w/ CAP	Does Not Meet Standard
	Consistent with the school’s status and responsibilities as an LEA, the school materially complies with applicable	The school is on an approved Corrective Action Plan and is actively making progress to cure the	

	<p>laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans • Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans • Appropriate use of all available funding 	deficiency.	
2021-2022			
2020-2021			
2019-2020			
2018-2019			

English Learners

Is the school protecting the rights of English Learner (EL) students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELs), including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements 	

	<ul style="list-style-type: none"> • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p> <ul style="list-style-type: none"> • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant ongoing concern disclosure in the notes or 	

	explanatory paragraph within the audit report	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Governance Requirements

Is the school complying with governance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Management Accountability

Is the school holding management accountable, if applicable?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Reporting Requirements

Is the school complying with reporting requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESC, ODE, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight • Additional information requested by ESCCO 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Students and Employees

Is the school protecting the rights of all students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: <ul style="list-style-type: none"> • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction • Conduct of discipline 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Is the school respecting employee rights?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Is the school complying with health and safety requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: <ul style="list-style-type: none"> • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Is the school handling information appropriately?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: <ul style="list-style-type: none"> • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

Additional Obligations

Is the school complying with other obligations?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources: <ul style="list-style-type: none"> • Acceptable performance on site visit reports, Annual reports, and Annual Reviews • Revisions to State Charter Law • Intervention requirements by the ESC (corrective action plans or other required interventions) • Intervention requirements by the Ohio 	

	Department of Education <ul style="list-style-type: none"> Requirements by other entities to which the charter school is accountable 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		

PERFORMANCE FRAMEWORK: ACADEMIC COMPONENT – High stakes review based on performance over multiple years.

Report Card Scale			
4 points	3 points	2 points	1 points
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
A/B	C	D	F

Overall School Performance: School Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Achievement: Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Achievement: Performance Index		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Achievement: Indicators Met		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		

2018-2019		
Overall Performance		

Progress: Component Grade		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Value Added Overall		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Value Added Lowest 20% in Achievement		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Value Added Students With Disabilities		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Gap Closing Component Grade: Annual Measurable Objectives		
	Rating	Points
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		
K-3 Literacy Component Grade		
	Rating	Points

2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Mission Specific Goal #1 Scale			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
> 35% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	30-35% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	20-20.9% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	<20% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math
Mission Specific Goal #1: \geq 35% of Grade 7 will meet STAR Student Growth Percentile (SGP) in Reading/Math.			
	Rating		Points
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall Performance			

Mission Specific Goal #2 Scale			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
\geq 40% of students K-8 meet annual growth target in Reading/Math	30-40% of students K-8 meet annual growth target in Reading/Math	20-20.9% of students K-8 meet annual growth target in Reading/Math	<20% of students K-8 meet annual growth target in Reading/Math
Mission Specific Goal #2: \geq 40% Grades K-8 will meet NWEA MAP Reading/Math annual growth projection.			
	Rating		Points
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall Performance			

Mission Specific Goal #3 Scale			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
>40% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	30-40% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	20-20.9% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math	<20% of Grade 7 will meet STAR Student Growth Percentile in Reading/Math
Mission Specific Goal #3: \geq 35% of Grades 5-8 will meet STAR Student Growth Percentile (SGP) in Reading/Math			
	Rating		Points

2020-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Progress: Lowest 20% Comparison to All Community Schools Statewide Scale				
Point Value	4 points	3 points	2 points	1 point
Rating	Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
Progress Lowest 20% Rate vs All Community Schools Statewide	Ranked ≥ 75% of All	Ranked between 50-74.9% of All	Ranked between 25–49.9% of All	Ranked lower than 24.9% of All

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	A	B	C	D	F
2021-2022	GEMS						
	All						
2020-2021	GEMS						
	All						
2019-2020	GEMS						
	All						
2018-2019	GEMS						
	All						
Overall Performance							

PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT – High stakes review: multiple years are reviewed, financial performance in the most recent year is prioritized for renewal. Information derived from Audit Reports.

Near-Term Measures

Current Ratio: Current Assets divided by Current Liabilities			
Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	Current Ratio is less than or equal to 0.9
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Most Recent Performance			

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	Fewer than 15 Days Cash
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Most Recent Performance			

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments	Not applicable	School is in default of loan covenant(s) and/or is delinquent with debt service payments
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Most Recent Performance			

Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Enrollment Variance equals or exceeds 95% in the most recent year	Enrollment Variance is between 85-95% in the most recent year	Enrollment Variance is less than 85% in the most recent year
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall			

Performance	
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Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Debt to Asset Ratio is less than 0.9	Debt to Asset Ratio is between 0.9 to 1.0	Debt to Asset Ratio is greater than 1.0
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Most Recent Performance			

PERFORMANCE FRAMEWORK: ORGANIZATIONAL/OPERATIONAL COMPONENT – High stakes review based on performance over multiple years.

Educational Program

This measure does not evaluate the performance of the school. This measure only addresses the program described in the Education Plan of this contract – the school’s fidelity to the program and organizationally the school’s **faithfulness to the terms of the charter**.

Is the school implementing the material terms of the education program as defined in the current charter contract?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school implemented the material terms of the education program in all material aspects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESC for a charter modification to the material terms.	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Education Requirements

Is the school complying with applicable education requirements?

	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • Common Core Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	2 points	1 point	0 points
	Meets Standard	Meets Standard w/ CAP	Does Not Meet Standard
	<p>Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Identification and referral • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation 	<p>The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.</p>	

	determinations, and behavioral intervention plans <ul style="list-style-type: none"> • Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans • Appropriate use of all available funding 		
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Overall Performance			

English Learners

Is the school protecting the rights of English Learner (EL) students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELs), including but not limited to: <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP) • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p> <ul style="list-style-type: none"> • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant <u>ongoing concern</u> disclosure in the notes or explanatory paragraph within the audit report 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Governance Requirements

Is the school complying with governance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> • Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Management Accountability

Is the school holding management accountable, if applicable?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Reporting Requirements

Is the school complying with reporting requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESC, ODE, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight • Additional information requested by ESCCO 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Students and Employees

Is the school protecting the rights of all students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to: <ul style="list-style-type: none"> • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction • Conduct of discipline 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Is the school respecting employee rights?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.	
2021-2022		
2020-2021		

2019-2020		
2018-2019		
Overall Performance		

Is the school complying with health and safety requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: <ul style="list-style-type: none"> • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Is the school handling information appropriately?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to: <ul style="list-style-type: none"> • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Additional Obligations

Is the school complying with other obligations?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:</p> <ul style="list-style-type: none"> • Acceptable performance on site visit reports, Annual reports, and Annual Reviews • Revisions to State Charter Law • Intervention requirements by the ESC (corrective action plans or other required interventions) • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable 	
2021-2022		
2020-2021		
2019-2020		
2018-2019		
Overall Performance		

Exhibit V.

School Suspension and/or School Closing Procedures

Community School: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Updated: May 2018

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes or operations are suspended.

Closure Statute

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. In order to provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended, and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore, and shall cease all school operations on the next business day.*

Overview

Sponsors provide and execute a plan for an orderly conclusion of a community school's affairs when a community school is closed or suspended for any reasons permitted by law and/or the contract between the sponsor and the school. A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if the Department issued a notice to a school under the state's automatic closure law, [ORC 3314.35](#). In the case of both suspension and closure, the sponsor and an authorized representative of the governing authority complete and sign the Suspension and Closing Assurance Template. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If a school's governing authority is no longer able or willing to fulfill obligations with respect to orderly closure, the school's sponsor assumes responsibility for all closure activities. A plan for school closure is a required part of the school's contract with the sponsor. Final preparations, as outlined in the plan, should be in place prior to the last day students are in attendance.

Note:

- Closing procedures detailed in this guidance or the accompanying template are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors are advised to consult their legal counsel.

Sponsors must submit a Suspension and Closing Assurance Template for each closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

When possible, the final FTE review should be completed within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing by the Department. Final FTE reviews should be completed prior to transfer of original student records to the district(s). Sponsors must monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, the sponsor must step in and make the necessary arrangements.

Sponsors should begin completing the Suspension and Closing Assurance Template as soon as possible after the suspension/closure of the school.

For mid-year closure or suspension, an estimated timeline for closure activities must be submitted to the Office of Community Schools within 10 days of notification. In the case of closure at the end of the school year, sponsors shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. Sponsors shall use the Suspension and Closing Assurance Template for the estimated timeline.

The updated Suspension and Closing Assurance Template shall be submitted to the Office of Community Schools, via Epicenter, quarterly (July 1, Oct. 1, Jan. 1 and April 1), noting which activities are complete and which are not yet complete until the process is finished and closing assurances are submitted. The quarterly submissions shall include a narrative explaining any delays and the sponsor's target date for submitting the final closing assurances.

If refunds are generated at a later date, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the template and complete the Final Payments and Adjustments section.

The Suspension and Closing Assurance Template provides step-by-step guidance to assist sponsors in meeting their responsibilities when one of their schools suspends operations or closes.

Additional Resource

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

Submission Instructions

Sponsors must submit the Suspension and Closing Assurance Template for each closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

Submit the Suspension and Closing Assurance Template by uploading the completed template, including certification, to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select Suspension and Closing Assurance Template.
8. For Entities, select the appropriate school by checking the box next to the school name.
9. Enter required information.
10. Click Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with this completed spreadsheet.

The Office of Community Schools and your consultant use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above.

Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions or events maintained and kept for the proper administration of the school, including student, staff and administrative/financial information. Please note, the following categories and types of records should not be considered as the entire list of documents that might be examined during a closing

procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's FTE Review Manual.)

Student Records

Student records include all educational, special education and other documents in the school's possession that relate to a particular student. Student records include, but are not limited to: documents normally found in permanent record folders that are necessary for reviews and audits; attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, courses completed and grades for each course, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; FTE Detail reports, with names and SSID numbers that can be used to match names to the FTE Detail report with randomly selected SSIDs obtained by the area coordinator; special education information and folders; and other such information that may be maintained and kept in a student permanent record folder.

Schools must retain copies of all student records necessary to complete the final FTE review and financial audit.

Staff Records

Staff records include, but are not limited to: employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be maintained in an employee record folder.

Administrative/Financial Records

Administrative/financial records include, but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers and purchase orders that detail expenditures; grant records, including detail of federal and state grant awards and final expenditure reports and contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

Record Retention

Sponsors shall secure all school records (student, personnel, fiscal, etc.) prior to closing. All such records shall be maintained according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy. Additional information regarding state requirements is available [here](#). Federal records retention schedules are available [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Template.

Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedules.

Should you have any questions, please contact the Office of Community Schools at Community.Schools@education.ohio.gov or your lead consultant.

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Exhibit VI. - Sponsor Evaluation

The Ohio Department of Education annually evaluates community school sponsors on three components:

1. The academic performance of the community schools they sponsor.
2. Their compliance with all applicable laws and rules.
3. Their adherence to quality sponsoring practices.

The most current sponsor expectations can always be found on the Ohio Department of Education website - keyword "sponsor evaluation".

* Most current link is <http://education.ohio.gov/Topics/Community-Schools/Sponsor-Ratings-Rules-Evaluation-Tools/Sponsor-Evaluation-Tools>

Sponsor Evaluation Tools | Ohio Department of Education
education.ohio.gov

The Ohio Department of Education annually evaluates community school sponsors on three components: The academic performance of the community schools they sponsor.

If the school does not meet sponsor expectations related to academic performance, compliance with laws/rules, and/or adherence to quality sponsoring practices, the sponsor reserves the right to assign corrective action and/or require and/or provide targeted intervention as deemed appropriate by the sponsor. Expectations are communicated continuously via a variety of methods --

1. Contract
2. Opening Assurances Process
3. School Visitations
4. Sponsor Site Reports

5. Annual Reviews
6. Renewal Process - Timeline, Application Review, Review Meeting, Board Presentations, etc.
7. Weekly Communications & Case Specific Communications
8. Epicenter - On-Line Compliance System
9. Monthly Board Meetings and Reports to Schools Boards
10. School Report Cards and Accountability Spreadsheets
11. Annual Report
12. Professional Development
13. Corrective Action (if needed)
14. ESCCO Webpage

Exhibit VII.

ESC Department of Community Schools Policy Manual

ESC Department of Community Schools Policy Manual

The following is the ESC Department of Community Schools Policy Manual. These policies are approved by the Governing Board of the ESC of Central Ohio (“ESCCO”) and remain in effect until amended or superseded. This manual will be included in the ESC Department of Community Schools Guidance (the “ESC Guidance”). The ESC Guidance contains the Board approved policies, practices, procedures, processes, and protocols of the Sponsor’s Community School Department. The ESC Guidance can be found at <http://www.escco.org/programs-services/community-schools/>. The ESC Guidance will also be linked to each community school’s website.

On a continuing basis, the ESC Department of Community Schools seeks ways to improve the policies, practices, procedures, processes and protocols through its experience in working with the schools that are sponsored by ESCCO, reviewing literature in the field, monitoring federal and/or state law changes, etc. These efforts will from time-to-time result in changes to the ESC Guidance and, when appropriate, these policies. These changes will be communicated to the schools through various means, including but not limited to inclusion in the ESC Guidance. The Governing Board reviews and approves changes to the ESC Guidance on at least an annual basis.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Ethics and Conflicts of Interest

ESC Department of Community Schools Policy No. 1

Each official, staff member, contractor, or any other person performing services for a community school under the authority of the Educational Service Center of Central Ohio (“ESCCO”) is required to adhere to the ESCCO’s Staff Conflict of Interest Policy 1130, which is attached and incorporated as if set forth herein and any applicable federal or state statutes, rules and regulations in his/her dealings with any community school sponsored by ESCCO. In accordance with exemplary standards for sponsorship, each member of the Governing Board, staff member, contractor, or other person performing services for a community school under the authority of ESCCO will annually sign the approved Ethics and Conflicts of Interest Form by September 30th. If an official, board member, staff member, contractor, etc. is assigned sponsoring responsibilities and has not already signed a conflicts of interest statement for the current year, a statement will be signed prior to carrying out the sponsoring responsibility.

Conflicts

If a conflict of interest, potential, actual or perceived, is present with any official, staff member, contractor, or any other person performing services for a community school under the authority of ESCCO, that person is required to disclose that a conflict exists and remove themselves from any discussions or decisions on matters relevant to the entity or person with which the conflict exists, regardless of whether the conflict is internal or external. If necessary, ESCCO may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy. If ESCCO becomes aware of a potential conflict, actual or perceived, it will reach out to legal counsel for advice on how to appropriately handle the issues and, if a conflict exists, work with counsel to resolve the conflict.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Ethics and Conflicts of Interest Form

ESC Department of Community Schools

Each official, staff member, contractor, or any other person performing services for a community school under the authority of the Educational Service Center of Central Ohio (“ESCCO”) is required to adhere to the ESCCO’s Staff Conflict of Interest Policy 1130 and any applicable federal or state statutes, rules and regulations in his/her dealings with any community school sponsored by ESCCO. In accordance with exemplary standards for sponsorship, each member of the Governing Board, staff member, contractor, or other person performing services for a community school under the authority of ESCCO will annually sign a conflict of interest statement by September 30th. If an official, board member, staff member, contractor, etc. is assigned sponsoring responsibilities and has not already signed a conflicts of interest statement for the current year, a statement will be signed prior to carrying out the sponsoring responsibility.

Conflicts

If a conflict of interest, potential, actual or perceived, is present with any official, staff member, contractor, or any other person performing services for a community school under the authority of ESCCO, that person is required to disclose that a conflict exists and remove themselves from any discussions or decisions on matters relevant to the entity or person with which the conflict exists, regardless of whether the conflict is internal or external. If necessary, ESCCO may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy. If ESCCO becomes aware of a potential conflict, actual or perceived, it will reach out to legal counsel for advice on how to appropriately handle the issues and, if a conflict exists, work with counsel to resolve the conflict.

Annual Statement

The undersigned hereby acknowledges and affirms that s/he has received a copy of the ESCCO’s Staff Conflict of Interest Policy 1130, has read and understands the policy and agrees to comply with the policy and any applicable federal or state statutes, rules and regulations in the performance of their work with the Educational Service Center of Central Ohio and administration of ESCCO’s sponsorship program.

Acknowledged:

Signature and Date

Printed Name

Application Process for New Schools, Replicators and Schools Seeking to Change Sponsors and Related Rigorous Criteria

ESC Department of Community Schools Policy No. 2

ESCCO considers strong sponsorship practices to be essential to the success of community schools in Ohio. This belief is reflected throughout the entire life cycle of the relationship between ESCCO and its sponsored Schools. ESCCO requires schools that wish to obtain a sponsorship relationship with ESCCO to successfully complete a systematic application process, as set forth in the ESC Guidance, based on rigorous criteria and the use of an application form. The ESC Department of Community Schools is charged with continuously monitoring developments in the community school field and, when necessary, making changes to improve the application process/form. At all times, the application process will require at a minimum:

- A standard application form
- A defined timeline, which includes a planning stage of at least nine months for new schools and replicators.
- Prescriptive requirements for the submission of the application.
- Prescriptive criteria used to evaluate the application.
- Sponsoring priorities.
- An interview of final applicants.
- Public availability on the organization's website.

For replicators and schools seeking a new sponsor, the application process will require at a minimum a review of all of the following:

- Academic data.
- Sponsor's compliance reports.
- Financial records.
- Recent audit reports.
- The school's governing authority's meeting minutes.
- For replicators: a business or growth plan and market research.
- For schools seeking a change in sponsor: any deficiencies cited by the current sponsor, along with the school's remedies.

The application process for replicators and schools seeking a new sponsor shall also require 1) interviewing the current sponsor of the applicant; and 2) interviewing the applicant.

Dates approved/amended by the ESC of Central Ohio Governing Board:

Contract Amendments and Updates

ESC Department of Community Schools Policy No. 3

The Sponsorship Agreement (the “Contract”) between ESCCO and its sponsored community schools establishes the relationship between those parties. During the term of such agreements, however, there may be: a) changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio’s accountability system that require modifications to the Contract performance measures.

On a continuing basis, the ESC Department of Community Schools will monitor federal and/or state laws, regulations, interpretations by competent legal authorities, School data, changes to Ohio’s accountability system, and any other authority for relevant changes. The ESC Department of Community Schools will determine whether any such changes require modification of the Contract and/or the ESC Guidance and, when appropriate, shall prepare an amendment to the Contract and/or the ESC Guidance on at least an annual basis. By way of illustration only, the Ohio Department of Education makes changes to the rubric for sponsor evaluations on a regular basis. The ESC Department of Community Schools shall monitor these changes and will prepare amendments to the Contract and/or make modifications to the ESC Guidance in order to maintain compliance with such changes.

The ESC Department of Community Schools will notify the schools: 1) of such changes to rule, law and/or policy that impact the community school operations, and 2) the resulting amendments to the Contract or the ESC Guidance, on a regular basis, through its regular communications, professional development, technical assistance and in any other manner deemed appropriate. The ESC Department of Community Schools will also provide an annual training to assist the schools in understanding changes to rule, law and policy that impact community school operations.

The Contract shall contain a provision that the parties will modify the Contract by entering into written amendments to the Contract: a) when changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio’s accountability system require modifications to the Contract performance measures.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Oversight Transparency

ESC Department of Community Schools Policy No. 4

ESCCO has a duty to provide effective oversight and evaluations of the community schools it sponsors. The ESC Department of Community Schools will share how it will monitor academic, operational and financial performance through the ESC Guidance, the Contract's provisions as they may be amended from time-to-time, its monthly meetings with the schools, professional development, technical assistance, regular communications, and, when required, through intervention. The ESC Department of Community Schools will proactively communicate the timelines related to the systems for oversight and evaluation and for gathering school performance, compliance and fiscal data. The ESC Department of Community Schools will develop specific processes to implement this Policy and communicate such processes to the schools through appropriate means, including but not limited to the ESC Guidance.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Enrollment and Financial Reviews

ESC Department of Community Schools Policy No. 5

The ESC Department of Community Schools will review enrollment and financial information of each community on at least a monthly basis. Such reviews will be conducted in accordance with law, the Contract and board-adopted process as stated in the ESC Guidance. The ESC Department of Community Schools will provide written feedback to the school following each month's reviews. Such written feedback may be provided through Epicenter or any other means reasonably calculated to make the school aware of the feedback. The financial reviews include a review of budget ledgers and transaction detail reports, and other items listed in the ESC Guidance and at least one monthly review will include a review of the five-year forecast. When a review indicates areas of financial concern, including but not limited to enrollment and/or revenue and expense fluctuations, the ESC Department of Community Schools will make recommendations to the school's governing authority regarding financial and enrollment decision-making.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Intervention

ESC Department of Community Schools Policy No. 6

When ESCCO has information, whether as a result of a review, receipt of a complaint, etc., that indicates a school it sponsors has violated the Contract, and/or is academically, financially or organizationally/operationally deficient, ESCCO will intervene. Provided that ESCCO does not determine, in its sole discretion, that the Contract violation and/or deficiency is of such a serious nature as to require the immediate suspension and/or termination of the Contract, the ESC Department of Community Schools will provide appropriate interventions to rectify the issue(s) and allow for the continued operation of the school. Because such interventions will vary depending on the circumstances of each situation, the Deputy Superintendent may vary the time periods set forth herein.

The ESC Department of Community Schools will investigate the contract violation/deficiency and provide notice to the school of the Contract provision/deficiency at issue. The school will have 10 days to provide information to the ESC Department of Community Schools in response to the notice. Within 10 days of receiving information from the school, the ESC Department of Community Schools will provide proactive directions and a timeline for correcting the Contract violation/deficiency. Corrective actions may take various forms, depending on the nature of the deficiency being addressed and may include development of a corrective action/improvement plan, requests for documentation that deficiency has been addressed, notification of probationary status, or other means. The ESC Department of Community Schools will monitor the school's progress in correcting the deficiency. Monitoring may include submission of regular reports on the school's progress in correcting the deficiency and/or implementing the corrective action/improvement plan, site visits and/or meetings between school and sponsor, or other appropriate means. Progress on correcting the deficiency will be measured as set forth in a corrective action/improvement plan. The school's failure to correct deficiencies may lead to further corrective measures and/or the suspension or termination of the Contract.

The ESC Department of Community Schools will establish processes for interventions and communicate such processes to the community schools sponsored by ESCCO. Communication of the processes may be made through inclusion in the ESC Guidance.

The ESC Department of Community Schools will share this policy with such schools on at least an annual basis.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Application Process for Renewal of Sponsorship Contract

ESC Department of Community Schools Policy No. 7

The ESC of Central Ohio (ESCCO) considers strong sponsorship practices to be essential to the success of community schools in Ohio. This belief is reflected throughout the entire life cycle of the relationship between ESCCO and its sponsored schools. ESCCO requires each school that wishes to renew its sponsorship contract with ESCCO to successfully complete a systematic application process, as set forth in the Guidance Document, based on rigorous criteria and the use of an application form. The ESC Department of Community Schools is charged with continuously monitoring developments in the community school field and, when necessary, making changes to improve the application process/form.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Termination of Sponsorship Contract

ESC Department of Community Schools Policy No. 8

Termination of a sponsorship contract has serious consequences for the school, the students and the community it serves. Consequently, absent exigent circumstances, including but not limited to health and safety issues or legal or fiscal malfeasance, ESCCO will attempt to resolve issues through improvement plans or other interventions, probation and/or suspension prior to termination of the Contract. ESCCO, however, in its sole discretion, reserves the right to skip all other steps and proceed directly with termination if appropriate. In addition to the procedures set forth in the Ohio Revised Code and the Contract, this Policy further explains criteria for termination and procedures to be followed.

While engaging in attempts at corrective action, the ESC Department of Community Schools will engage in regular communications with the school to ensure that the school is aware of breaches of the Contract or deficiency in performance and to monitor the school's progress in correcting such breaches/deficiencies.

In making the decision to issue a notice of intent to terminate, ESCCO may consider any information that is relevant to its decision. This information may come from various sources, including but not limited to audits of the school, monthly financial reviews, progress reports associated with interventions, reports of health and safety violations, site visits, monthly board meetings, compliance submissions, state report cards, assessment results, and annual reviews.

ESCCO may terminate a Contract before its expiration for any of the reasons contained in law or the Contract, including good cause. Good cause is a malleable term that encompasses various actions, failures, deficiencies and failures to act. By way of illustration only, examples of good cause include:

1. Sudden drops in enrollment, threatening the fiscal viability of the school;
2. Failure to attempt to correct contract violations or deficiencies in performance;
3. Failure to make progress pursuant to an improvement plan;
4. Refusal to participate in interventions;

ESCCO will determine what constitutes good cause based on the circumstances of each case in its sole discretion.

If a school requests an informal hearing, it will be conducted by the Superintendent or his/her designee. The school will be allowed to submit information for ESCCO's consideration that is relevant to the reasons stated in the notice of ESCCO's intent to terminate the Contract. The evidence may include, but is not limited to, the reasons that the school believes that there are no Contract violations and/or deficiencies, its plan to correct such violations/deficiencies, its request that ESCCO consider the use of corrective plans or other remedial actions in lieu of termination, or such other information as is relevant to the proceedings. The Superintendent or his/her

designee will determine the medium in which evidence will be submitted and if evidence is relevant.

The Superintendent or his/her designee will include the following in issuing a decision following the informal hearing:

1. The reasons that ESCCO has proposed termination of the Contract as set forth in the notice of intent;
2. A summary of the school's response; and
3. A statement affirming or rescinding the decision to terminate the Contract.

If the school is seeking a new sponsor at the time of termination, the Coordinator will communicate with the school and the proposed sponsor as set forth in the procedures contained in the ESC Guidance. If the school is ineligible for or does not seek a new sponsor, the Coordinator and the school will proceed with the closure of the school as set forth in Policy Number 9, Plan of Action Closure of Community Schools, the current version of the "Ohio Department of Education's Community School Suspension and Closing Procedures" and applicable procedures contained in the ESC Guidance, with any adjustments required by the unique facts of the particular closure.

The Department of Community Schools will provide this policy to ESCCO sponsored schools before September 30th of each year.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Amended: *March 22, 2019*

Plan of Action Closure of Community Schools

ESC Department of Community Schools Policy No. 9

In order to avoid unnecessary disruptions that may result from the closure of a community school, ESCCO recognizes the importance of having a plan of action in place for such occasions. This is especially true when a school closes because it experiences financial difficulties or closes prior to the end of a school year. The following plan of action will be instituted whenever a community school closes. Each school closure is unique, which will result in variations in the actions that will need to be taken to ensure a smooth transition for the students, employees, creditors and the school's community. Because of the number of variables involved in such situations, the details and the timing of the plan of action may be varied for good cause with the approval of the Deputy Superintendent.

Whenever ESCCO becomes aware of information indicating that a community school is experiencing financial difficulties or is closing, the Coordinator will contact the School to obtain any necessary information to provide for ESCCO's intervention or for closure of the school, whichever is appropriate. In cases where intervention is warranted, ESCCO will proceed under policy Number 6, Intervention. In cases where the school will close before the end of the school year, the Coordinator will supply the school's administration with the current version of the "Ohio Department of Education's Community School Suspension and Closing Procedures" ("ODE's Procedures"). The Coordinator will review ODE's Procedures with the school and determine which, if any, of the steps required thereunder the school will not be able to complete.

Within twenty-four hours of the Coordinator's initial communication with the school regarding the school's closure, the ESC Department of Community Schools will make a preliminary determination of what services may be required to aid in the closure of the school. If there are any steps that the school is unable or unwilling to undertake to fulfill the requirements to close the school, the ESC Department of Community Schools will determine the steps necessary to ensure that the requirements are met. The ESC Department of Community Schools will make a recommendation as to whether ESCCO should act as a receiver or seek appointment of a receiver to oversee the closing of the financial records and to distribute the assets of the school if the school does not retain a treasurer to oversee its remaining financial activity.

To the extent that the school is willing and able to complete all of the steps necessary to close the school, the Coordinator will monitor the progress of the closure and facilitate ESCCO's aid in completing the closure.

The Coordinator will aid the school in notifying the parents, the staff and ODE that the school will close within 24 hours of action being taken to close the school. If the school is unable/unwilling to make such communications, ESCCO will communicate with the parents, staff and ODE unilaterally. The ESCCO treasurer will take possession of and secure the school's records, property and assets immediately upon the suspension or closure of the school. ESCCO

will retain the school's records in accordance with the proper records retention schedules. If the school has not transferred its records, property and assets to the ESCCO Treasurer within 30 days, ESCCO will consult with legal counsel to determine the best course of action to obtain possession of the same, including but not limited to possible legal action.

ESCCO will submit the required closing assurances to ODE following the closing of the school and the disposition of the school's funds and assets.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Ongoing Technical Assistance

ESC Department of Community Schools Policy No. 10

In order to provide ongoing quality technical assistance to the community schools sponsored by ESCCO, the ESC Department of Community Schools will follow a continuing process of obtaining and utilizing information that will be useful to the schools from various sources, including but not limited to monitoring changes in state and federal law, studying literature in the field of community schools and recounting problems and solutions observed in monitoring the schools. “Technical assistance” includes targeted and customized supports to support schools in successfully fulfilling their legal and contractual obligations. The ESC Department of Community Schools will:

- provide timely assistance to the schools in response to issues, problems and concerns once they are identified by either the school or the sponsor.
- proactively solicit information from the schools about their need for technical assistance and about the quality and impact of previous technical assistance through a needs assessment.
- use the results of a needs assessment or survey to plan proactive technical assistance to the schools.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Professional Development for Schools

ESC Department of Community Schools Policy No. 11

In order to provide ongoing quality professional assistance to the community schools sponsored by ESCCO, the ESC Department of Community Schools will follow a continuing process of obtaining and utilizing information that will be useful to the schools for professional development from various sources, including but not limited to monitoring changes in state and federal law, studying literature in the field of community schools and recounting problems and solutions observed in monitoring the schools. As part of this process, the ESC Department of Community Schools will proactively solicit information from the schools about their needs for professional development and about the quality and impact of previous professional development through a needs assessment. The ESC Department of Community Schools will use the results of the needs assessment, as well as other information gained through this process, to plan professional development for the schools.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

Sponsor-Self-Evaluation and Self-Improvement

ESC Department of Community Schools Policy No. 12

The ESC Department of Community Schools will establish a process that will allow ESCCO to obtain information to allow for the self-evaluation and self-improvement of ESCCO as a sponsor of community schools. At a minimum, this information will include the results of ESCCO's sponsor evaluation, feedback from stake holders, including the schools and ESCCO staff members, and the results of a self-evaluation using an evaluation instrument from a nationally recognized organization. The ESC Department of Community Schools will use the information to evaluate its work against national standards for community school sponsors (e.g., National Association of Charter School Authorizers) and will use the findings to develop goals and implement strategic action steps (the "Self-Improvement Plan").

The self-evaluation and self-improvement process will take place annually and the Self-Improvement Plan will be implemented by March 1st of each year.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*

ESC Department of Community Schools Process for Sponsor-Self-Evaluation and Self-Improvement

The ESC Department of Community Schools will follow the following process on at least an annual basis in order to provide for ESCCO's self-evaluation and self-improvement. We will utilize the following sources in order to gain pertinent information for this task:

1. Sponsor evaluation results
2. Stakeholder feedback
3. ESCCO Coordinator meetings and discussions weekly; monthly/quarterly meetings with Deputy Superintendent; monthly meetings with other ESC Coordinators
4. Self-survey
5. NACSA self-evaluation instrument
6. Other sources that may provide us with information relevant to potential areas of improvement and selecting the means for making such improvements.

After obtaining this information, the ESC Department of Community Schools will use internal improvement processes and strategic planning to help plan our growth over time using strategic action steps, measures, metrics, targets, and timeframes. We will notify staff and stakeholders of our self-evaluation/improvement efforts and implement the Self-Improvement Plan by March 1 each year. (LINK to Policy No. 12)



**RESOLUTION TO APPROVE AMENDMENTS TO THE
SPONSORSHIP CONTRACTS OF COMMUNITY SCHOOLS
SPONSORED BY THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO**

Approved the amendments, addressing the items listed below, to the sponsorship contracts of the following community schools sponsored by the ESC of Central Ohio: Early College Academy, Graham Elementary and Middle School, Oakstone Community School, The Charles School at Ohio Dominican University, The Graham School and The Maritime Academy of Toledo.

- Changes to language consistent with the Ohio Department of Education's Sponsor Evaluation
- Wellness Fund Clarification
- Racial and Ethnic Balance Requirement Description
- Finding for Recovery Verification
- ESCCO Policy Revisions
- Updating Guidance to Reflect Consistency with Amendment

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Certification

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on February 28, 2020 at a duly called regular meeting of said Board.

David Varda

David Varda, Treasurer/CFO
Educational Service Center of Central Ohio

MODEL
Winter 2019-2020 Amendment to Sponsorship Contract

The Graham Elementary and Middle School (“SCHOOL”) and the ESC of Central Ohio (“SPONSOR”) agree to this Amendment to modify the parties’ Sponsorship Contract dated July 1, 2019 (“Contract”). The SCHOOL and SPONSOR further agree:

1. The terms of this Amendment supersede any clearly irreconcilable provisions of the Contract, including but not limited to its exhibits, and any prior Amendments thereto. The term of this Amendment shall be concurrent with the Term of the Contract and any mutually-agreed extension.
2. The term “Assessment and Accountability Plan” is amended to read “Assessment and Accountability Plan/**Performance Framework**” throughout the Contract.¹
3. The following sentences will be added to the end of Article IV(Z)(1):

Any amounts paid to the GOVERNING AUTHORITY pursuant to R.C. 3314.088 for student wellness and success shall not be included in the calculation of the three percent (3%) per pupil amount set forth in this paragraph.” The total amount of such payments for monitoring, oversight, and technical assistance of the SCHOOL shall not exceed three per cent of the total amount of payments for operating expenses that the SCHOOL receives from the state.

4. Article IV, Paragraph (J) of the Contract is deleted in its entirety and replaced with the following language:

The SCHOOL will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, **3313.6024**, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, **3313.818**, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, **3321.141**, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.

¹ Language added to the provision is bolded and underlined for purposes of this Amendment.

5. The first sentence of Article IV(X)(2) is amended to read as follows:

To the extent applicable (i, e., if the SCHOOL serves high school students), the GOVERNING AUTHORITY shall comply with sections 3313.61, 3313.611, 3313.614, **3313.617**, **3313.618**, and **3313.6114** of the Ohio Revised Code, except that for students who enter ninth grade for the first time before July 10, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the SCHOOL rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education.

6. The following is added as the second sentence to Article IV, Paragraph (X)(3):

In order to achieve the racial and ethnic balance reflective of the community it serves, the SCHOOL shall take the following steps:

- a. **On an annual basis, the SCHOOL will provide the SPONSOR with a demographic breakdown of students exemplifying that the SCHOOL achieves racial and ethnic balance of the community it serves.**
- b. **The demographic breakdown will include percentages by race, ethnicity and gender of the students enrolled in the SCHOOL.**
- c. **The demographic breakdown will also include percentages by race, ethnicity and gender of the community served by the SCHOOL and whether the student demographics are consistent of the community served.**
- d. **The annual demographic breakdown will use recent statistics each year.**²

7. The following language is inserted as the third paragraph of Article V:

The ESC Department of Community Schools Guidance (the “ESC Guidance”) contains the Board approved policies, practices, procedures, processes, and protocols of the SPONSOR’s Community School Department. The ESC Guidance can be found at <https://www.escco.org/CommunitySchoolSponsorship.aspx> and, as it may be amended from time-to-time by the SPONSOR, is incorporated into the Contract by reference. The ESC Guidance will also be linked to the SCHOOL’s website.³

8. Article V, Paragraph (P) of the Contract is amended to read as follows:

² The Educational Plan should already include methods the SCHOOL will use to achieve the required racial and ethnic balance, but ODE has not always given credit for items contained in the Plans even though they are incorporated into the Contract by reference.

³ This language was previously contained in Article V, Paragraph (R) and is being relocated for emphasis.

The SPONSOR shall annually verify that a finding for recovery has not been issued by the auditor of state against any member of the GOVERNING AUTHORITY, the operator, or any employee of the SCHOOL **with responsibility for fiscal operations or authorization to expend money on behalf of the SCHOOL.**

9. The second sentence of Article V, Paragraph (E) is deleted in its entirety and replaced with the following:

In the first year of operation of the SCHOOL or, if the SCHOOL is not an internet- or computer-based community school, any year in which the SCHOOL changes the building from which it operates, one site visit shall be conducted not later than ten (10) days prior to the beginning of school to provide assurances to the Ohio Department of Education and other site visits at all times thereafter as determined by the SPONSOR provided, however, that such visits are not of the frequency or scope as to unreasonably interrupt or interfere with SCHOOL operations.

10. The introductory paragraph of Article V, Paragraph (J) is deleted in its entirety and replaced with the following:

It is the SPONSOR'S obligation to oversee community school closure. The SPONSOR shall have in place a plan of action that will be undertaken in the event that the SCHOOL experiences financial difficulties or closes prior to the end of the school year. The plan of action shall include, but not be limited to the following:

11. Article V, Paragraph (J)(2) is amended to read as follows:

The applicable policies, practices, procedures, processes, and protocols of the SPONSOR's Community School Department, **including but not limited to Policies 8 "Termination" and 9 "Plan of Action – Closure of Community Schools,"** as set forth in the ESC Guidance, as such may be amended from time-to-time. **The SPONSOR's applicable policies, practices, procedures, processes, and protocols reflect the SPONSOR's duty to oversee the closure of the SCHOOL, including informing parents, transitioning records, disposition of SCHOOL funds and assets and submitting the Closing Assurances or Quarterly Closing Assurances if the Closing Assurance Form is not complete.** The current version of the **SPONSOR's** Board Approved Policies that are contained in the ESC Guidance are attached hereto as Exhibit VII;

12. The first sentence of Article V, Paragraph (J)(5) is amended to read as follows: "To the extent that the SCHOOL is willing and able to complete all of the steps necessary

to close the SCHOOL, the Coordinator will oversee the progress of the closure and facilitate the SPONSOR's aid in completing the closure."

13. Article V, Paragraph (R) is deleted in its entirety and replaced with the following:

A "High-Stakes Review" is a rigorous evaluation of a school's performance (academic, financial and organizational/operational) **against the Performance Framework included in the Contract** over the entire contract term. Prior to Contract renewal or once every five years, whichever is sooner, the SPONSOR will conduct a high-stakes review of the SCHOOL. The high-stakes review is part of the renewal process for the Sponsorship Contract. **The renewal process is set forth in this Contract, as well as the ESC Guidance (as such may be amended from time-to-time) that is hereby incorporated into this Contract.**

1. The renewal process will utilize the "Performance Framework", which is defined as "Metrics, targets and ratings of all applicable academic, financial and organizational/operational measures for multiple years and over the term of the contract." The Performance Framework consists of all Contract Performance Measures, including the measures, metrics and targets for renewal beyond those listed in Ohio Revised Code 3314.03(A)(4) and ORC 3314.07(B)(1) through (4) that are set forth in the Contract, including all Exhibits, Amendments and the ESC Department of Community Schools Guidance (the "ESC Guidance").
2. As part of the Renewal process, the SPONSOR may also consider any other information that 1) results from the Annual Evaluations of the SCHOOL; 2) is negotiated between the Parties; 3) demonstrates the SCHOOL's progress over –the-contract-term or 4) extra-contractual information that the SPONSOR determines, in its sole discretion, reasonably impacts the renewal decision. If the SPONSOR determines to use extra-contractual information as part of the renewal process, it will inform the SCHOOL of such decision and provide the SCHOOL with an opportunity to respond to the same.

14. Article V, Paragraph (F) is amended to read as follows:

The Performance Framework, **which includes but is not limited to the Contract Performance Measures set forth in Article V, Paragraph (S) below**, is contained in the Assessment and Accountability Plan/**Performance Framework**, Exhibit IV hereto, is incorporated by reference into the Contract as if fully set forth therein. The Performance Framework will be utilized in in the Annual Review of the SCHOOL. The terms "Annual Review" and "Annual Evaluation" are used interchangeably throughout this Contract and refer to the process by which the Annual Performance Report is created.

The amended Performance Framework for the SCHOOL is attached to this Amendment.

15. Article V, Paragraph (S)(1) and (2) are amended to read as follows:

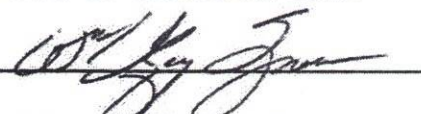
S. "Contract Performance Measures" include the following:

1. all applicable measures and indicators of student performance included on the state report card **that provide information regarding academic success and progress** with specific annual and over-the-contract-term metrics and targets for each measure;
2. additional applicable academic and non-academic measures of student performance **and progress** with annual and over-the-contract-term metrics and targets (e.g., student performance on other valid and reliable assessments, student engagement, student discipline, attendance and postsecondary outcomes);

IN WITNESS THEREOF, the parties have executed this Amendment through their duty-authorized representatives, pursuant to and in conformance with Article VIII of the Sponsorship Contract as of the date written below.

SPONSOR

ON BEHALF OF
THE GOVERNING BOARD OF
THE ESC OF CENTRAL OHIO

By: 

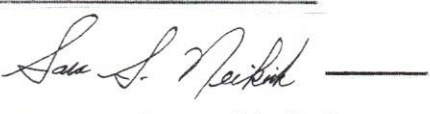
Print Name: W. Gregory Spencer

Title: Governing Board President

Date: February 28, 2020

COMMUNITY SCHOOL

ON BEHALF OF The Governing Board
of Graham Elementary and
Middle School

By: 

Print Name: Sara Neikirk

Title: Board President

Date: 5/14/20

**The Graham Elementary & Middle School
Board Resolution 295.0**

Approval of Sponsor Contract Amendment

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached Amendment to the Sponsor Contract with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

5/4/20

Date



Sara Neikirk
President

**The Graham Elementary & Middle School
Board Resolution 334.0**

Approval of Sponsor Contract Amendment

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached Amendment to the Sponsor Contract with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

3/8/21
Date



Sara Neikirk
President



**RESOLUTION TO APPROVE AMENDMENTS TO THE
SPONSORSHIP CONTRACTS OF COMMUNITY SCHOOLS
SPONSORED BY THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO**

Approved addenda to the sponsorship contracts of the following community schools sponsored by the ESC of Central Ohio: Early College Academy, Graham Elementary and Middle School, Oakstone Community School, The Charles School at Ohio Dominican University, The Graham School, and The Maritime Academy of Toledo. Addenda are due to legislative and Sponsor Evaluation changes. Annual reviews of the contracts occur in order to remain current with any needed updates.

Certification

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on February 26, 2021 at a duly called regular meeting of said Board.



David A. Varda, Treasurer/CFO
Educational Service Center of Central Ohio

Graham Elementary and Middle School
February 2021 Amendment to Sponsorship Contract

Graham Elementary and Middle School (“SCHOOL”) and the ESC of Central Ohio (“SPONSOR”) agree to this Amendment to modify the parties’ Sponsorship Contract dated July 1, 2019 (“Contract”). The SCHOOL and SPONSOR further agree:

1. The terms of this Amendment supersede any clearly irreconcilable provisions of the Contract, including but not limited to its exhibits, and any prior Amendments thereto. The term of this Amendment shall be concurrent with the Term of the Contract and any mutually-agreed extension.¹
2. Article IV, Paragraph (J) of the Contract is deleted in its entirety and replaced with the following language:

The SCHOOL will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, **3313.6025**, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, **3313.669**, **3313.6610**, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, **3319.077**, **3319.078**, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, **3320.01**, **3320.02**, **3320.03**, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, **3323.251**, 3327.10, 4111.17, 4113.52, **5502.262** and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.

3. Article I(B)(2) is amended to read as follows:

The person already serves on the governing authorities of five or more start-up community schools **unless both of the following apply:**

- (a) The person serves in a volunteer capacity and receives no compensation under Revised Code Section 3314.02(E)(5) from any governing authority on which the person serves; and**
- (b) For any school that has an operator, the operator is a nonprofit organization.**

¹ Language added to the provisions is bolded and underlined for purposes of this Amendment.

4. The next to last sentence of the first paragraph of Article IV(AA)(2) is amended to read as follows: “The SCHOOL may engage non-certified persons to teach up to twelve (12) hours or forty (40) hours per week pursuant to Section 3319.301 of the Ohio Revised Code.”

5. New Article IV(GG) is added and reads as follows:

The School will comply with section 3321.191 of the Revised Code [student absence policy], unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code [Attendance standards for e-schools that are not drop out recovery].

6. Article V(U) and (V) are amended to read as follows:

U. On at least an annual basis, the SPONSOR shall review the SCHOOL’s academic, financial (including but not limited to fiscal and operational viability) and organizational/operational/governance performance using data related to the terms of the SCHOOL’s Performance Framework (“Annual Evaluation”). **The School’s fiscal and operational viability is based on the following indicators: the School cannot be in 'unauditable' status; the School cannot be in probationary (for financial or operational reasons), suspended or closed status; the School cannot have any unresolved findings for recovery (as identified on annual fiscal audits); and the School must have received an 'unqualified' opinion on the school's most recent annual fiscal audit. In performing the Annual Evaluation,** the SPONSOR will:

1. evaluate the SCHOOL's academic, financial (including but not limited to fiscal and operational viability) and organizational/operational/governance performance against the performance framework metrics and targets in the Contract;
2. evaluate the SCHOOL's academic, financial (including but not limited to fiscal and operational viability) and organizational/operational/governance performance against the performance framework metrics and targets in the Contract;
3. collect data related to academic, financial (including but not limited to fiscal and operational viability) and organizational/operational/governance performance of the SCHOOL throughout the year;
4. analyze the data collected against the SCHOOL's contractual targets;
5. evaluate the overall performance of the SCHOOL based on the outcomes of its data analysis;
6. analyze multiple years of academic, financial (including but not limited to fiscal and operational viability) and organizational/operational/governance data when evaluating the overall performance of the SCHOOL;

7. use its analysis and evaluation of the data to determine subsequent actions required of the SCHOOL (e.g., corrective action, intervention, professional development, contract termination, contract renewal, etc.).

V. As part of the Annual Evaluation, the SPONSOR will evaluate the SCHOOL's academic, financial (including but not limited to fiscal and **operational viability**) and organizational/operational/governance performance framework and propose necessary amendments to the same.

IN WITNESS THEREOF, the parties have executed this Amendment through their duty-authorized representatives, pursuant to and in conformance with Article VIII of the Sponsorship Contract as of the date written below.

SPONSOR
ON BEHALF OF
THE GOVERNING BOARD OF
THE ESC OF CENTRAL OHIO

By: Beth Glitt

Print Name: Beth Glitt

Title: Governing Board President

Date: February 26, 2021

COMMUNITY SCHOOL
ON BEHALF OF
GRAHAM ELEMENTARY
AND MIDDLE SCHOOL

By: Sara S. Neikirk

Print Name: Sara Neikirk

Title: Board President

Date: 3/8/21

Extension #1

School Sponsorship Contract Extension Amendment 2021

This Amendment to the Successor Community School Sponsorship Contract (“the Amendment”) is entered into by and between the Educational Service Center of Central Ohio (the “ESC” or “Sponsor”) and Graham Elementary and Middle School (the “School” or “Community School”) (collectively “the Parties”) on the 26th day of March, 2021.

WHEREAS, the ESC and the School are parties to a Successor Community School Sponsorship Contract (“the Contract”) in effect from July 1, 2019 to June 30, 2022; and

WHEREAS, on March 9, 2020 Governor Mike DeWine declared a state of emergency in Ohio related to the ongoing COVID-19 pandemic, and this state of emergency included a school shutdown that originally began on March, 16, 2020; and

WHEREAS, Section 17 of House Bill 197, effective on March 27, 2020, lifted statutory requirements related to statewide testing, and the Ohio Department of Education (“ODE”) announced that these tests were effectively cancelled; and

WHEREAS, as a result of the above, the School could not and did not administer the spring 2020 tests it normally would have: and

WHEREAS, before making a renewal decision, the Sponsor is required to follow certain procedures as set forth in statute, the Contract and rubrics/guidance set forth by ODE; and

WHEREAS, as part of the renewal procedures, the Sponsor is required to conduct a high-stakes review of the School, which is defined as a rigorous evaluation of a school’s performance (academic, financial and organizational/operational) over the entire contract term. A major component of the high-stakes review is the results of the statewide testing. Without the results of the statewide testing, the Sponsor cannot complete the high-stakes review; and

WHEREAS, the Ohio General Assembly has passed legislation to ensure that community schools are not penalized because the assessments were cancelled. For instance, ODE has issued Frequently Asked Questions (FAQs) stating,

Based on legislative flexibility, community schools will not be subject to penalties based on the 2019-2020 school year since state assessments were not administered ... For the purposes of determinations regarding closure after the 2020-2021 school year pursuant to Ohio Revised Code sections 3314.35 or 3314.351, the Department will review a school’s performance during the 2017-2018, 2018-2019 and 2020-2021 school years; and

WHEREAS, ODE recognized through its FAQs the Sponsor’s discretion to measure the School’s academic performance using other data and metrics, stating:

Each sponsor should discuss how it will evaluate each school’s performance for the 2019-2020 school year considering the decision to eliminate the administration of state assessments. Other academic data collected by the school may be an appropriate substitute.

The determination of progress toward meeting academic indicators within the contract is a responsibility reserved for the sponsor of each community school; and

WHEREAS, the General Assembly has also enacted H.B. 409, which among other things:

1. Prohibits ODE from publishing state report card ratings, assigning letter grades (overall or to individual components), and ranking schools for the 2020-2021 school year,
2. Requires ODE to report any data it has regarding district and building performance for the 2020-2021 school year by September 15, 2021;
3. Ensures that the absence of report card ratings shall have no effect in determining sanctions or penalties, and shall not affect the awarding of Educational Choice Scholarships for the 2021-2022 and 2022-2023 school years; and
4. Ensures that community school sponsor ratings issued for 2020-2021 shall have no effect in determining sanctions or penalties; and

WHEREAS, because the Contract expires at the end of the upcoming school year, the parties are required to determine if they wish to continue their relationship as School and Sponsor; and

WHEREAS, the Sponsor determines that a decision to nonrenew the Contract because the Sponsor cannot conduct the high-stakes review would be penalizing the School; and

WHEREAS, the Sponsor is satisfied that the School's compliance with applicable laws and with the terms of the Contract, and the School's progress in meeting the academic goals prescribed therein, have been sufficient to extend the Contract for an additional year;

NOW, THEREFORE, the Parties agree to the following terms:

1. The Contract will be extended for a period of one year with a new expiration date of June 30, 2023.
2. The terms of this Amendment supersede any clearly irreconcilable provisions of the Contract, including but not limited to its exhibits, and any prior Amendments thereto. All other terms of the Contract are unaffected by this Amendment.
3. This constitutes the entire agreement between the ESC and the School regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties regarding these issues.
4. The ESC and the School have reviewed and understand this Amendment and each signatory to this Amendment represents that he or she has the authority to enter into this Amendment and bind his or her Party.

**SPONSOR
ON BEHALF OF
THE GOVERNING BOARD OF
THE ESC OF CENTRAL OHIO**

By: Thomas L. Goodney

Print Name: Thomas L. Goodney, Ed.D.

Title: Superintendent

Date: March 26, 2021

**COMMUNITY SCHOOL
ON BEHALF OF GRAHAM
ELEMENTARY AND
MIDDLE SCHOOL**

By: Sara S. Neikirk

Print Name: Sara Neikirk

Title: Board President

Date: 4/26/21



RESOLUTION TO APPROVE COMMUNITY SCHOOL SPONSORSHIP CONTRACT EXTENSION AMENDMENTS

Approved the School Sponsorship Contract Extension Amendments, as presented, between the Educational Service Center of Central Ohio and the following Community Schools to extend their current sponsorship contracts by one year with a new expiration date of June 30, 2023; and authorized the Superintendent to sign the agreements.

- Early College Academy
- Graham Elementary and Middle School
- Oakstone Community School
- The Charles School at Ohio Dominican University
- The Graham School
- The Maritime Academy of Toledo.

Certification

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on March 26, 2021 at a duly called regular meeting of said Board.



David A. Varda, Treasurer/CFO
Educational Service Center of Central Ohio

**The Graham Elementary & Middle School
Board Resolution 340.0**

Approval of Contract Extension with ESCCO

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached Contract Extension with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

4/26/21

Date



Sara Neikirk
Sara Neikirk
President

Extension #2

School Sponsorship Contract Extension Amendment 2022

This Amendment to the Successor Community School Sponsorship Contract (“the Amendment”) is entered into by and between the Educational Service Center of Central Ohio (the “ESC” or “Sponsor”) and Graham Elementary and Middle School (the “School” or “Community School”) (collectively “the Parties”) on the 25th day of February, 2022.

WHEREAS, the ESC and the School are parties to a Successor Community School Sponsorship Contract (“the Contract”) in effect from July 1, 2019 to June 30, 2022; and

WHEREAS, on March 9, 2020 Governor Mike DeWine declared a state of emergency in Ohio related to the ongoing COVID-19 pandemic, and this state of emergency included a school shutdown that originally began on March, 16, 2020; and

WHEREAS, Section 17 of House Bill 197, effective on March 27, 2020, lifted statutory requirements related to statewide testing, and the Ohio Department of Education (“ODE”) announced that these tests were effectively cancelled; and

WHEREAS, as a result of the above, the School could not and did not administer the spring 2020 tests it normally would have: and

WHEREAS, before making a renewal decision, the Sponsor is required to follow certain procedures as set forth in statute, the Contract and rubrics/guidance set forth by ODE; and

WHEREAS, as part of the renewal procedures, the Sponsor is required to conduct a high-stakes review of the School, which is defined as a rigorous evaluation of a school’s performance (academic, financial and organizational/operational) over the entire contract term. A major component of the high-stakes review is the results of the statewide testing. Without the results of the statewide testing, the Sponsor cannot complete the high-stakes review; and

WHEREAS, the Ohio General Assembly has passed legislation to ensure that community schools are not penalized because the assessments were cancelled. For instance, ODE has issued Frequently Asked Questions (FAQs) stating,

Based on legislative flexibility, community schools will not be subject to penalties based on the 2019-2020 school year since state assessments were not administered ... For the purposes of determinations regarding closure after the 2020-2021 school year pursuant to Ohio Revised Code sections 3314.35 or 3314.351, the Department will review a school’s performance during the 2017-2018, 2018-2019 and 2020-2021 school years; and

WHEREAS, ODE recognized through its FAQs the Sponsor’s discretion to measure the School’s academic performance using other data and metrics, stating:

Each sponsor should discuss how it will evaluate each school’s performance for the 2019-2020 school year considering the decision to eliminate the administration of state assessments. Other academic data collected by the school may be an appropriate substitute.

The determination of progress toward meeting academic indicators within the contract is a responsibility reserved for the sponsor of each community school; and

WHEREAS, the General Assembly has also enacted H.B. 409, which among other things:

1. Prohibits ODE from publishing state report card ratings, assigning letter grades (overall or to individual components), and ranking schools for the 2020-2021 school year,
2. Requires ODE to report any data it has regarding district and building performance for the 2020-2021 school year by September 15, 2021;
3. Ensures that the absence of report card ratings shall have no effect in determining sanctions or penalties, and shall not affect the awarding of Educational Choice Scholarships for the 2021-2022 and 2022-2023 school years; and
4. Ensures that community school sponsor ratings issued for 2020-2021 shall have no effect in determining sanctions or penalties; and

WHEREAS, as a result of the above, the Parties entered into a one-year extension (the "First Extension") of the Contract until June 30, 2023; and

WHEREAS, because the Contract expires at the end of the upcoming school year, the parties are required to determine if they wish to continue their relationship as School and Sponsor; and

WHEREAS, the Sponsor determines that a decision to nonrenew the Contract because the Sponsor cannot conduct the high-stakes review would be penalizing the School; and

WHEREAS, the Sponsor is satisfied that the School's compliance with applicable laws and with the terms of the Contract, and the School's progress in meeting the academic goals prescribed therein, have been sufficient to extend the Contract for an additional year;

NOW, THEREFORE, the Parties agree to the following terms:

1. The Contract will be extended for a period of one year with a new expiration date of June 30, 2024.
2. The terms of this Amendment supersede any clearly irreconcilable provisions of the Contract, including but not limited to its exhibits, and any prior Amendments thereto. All other terms of the Contract are unaffected by this Amendment.
3. This constitutes the entire agreement between the ESC and the School regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties regarding these issues.
4. The ESC and the School have reviewed and understand this Amendment and each signatory to this Amendment represents that he or she has the authority to enter into this Amendment and bind his or her Party.

SPONSOR
ON BEHALF OF
THE GOVERNING BOARD OF
THE ESC OF CENTRAL OHIO

By: *Th L. Goodney*

Print Name: Thomas L. Goodney

Title: Superintendent

Date: February 25, 2022

COMMUNITY SCHOOL
ON BEHALF OF GRAHAM
ELEMENTARY AND
MIDDLE SCHOOL

By: *Sara S. Neikirk*

Print Name: Sara S. Neikirk

Title: Board President

Date: 4/4/22



RESOLUTION TO APPROVE COMMUNITY SCHOOL SPONSORSHIP CONTRACT EXTENSION AMENDMENTS

Approval of the School Sponsorship Contract Extension Amendments, as presented, between the Educational Service Center of Central Ohio and the following Community Schools to extend their current sponsorship contracts by one year with a new expiration date of June 30, 2024; and authorize the Superintendent to sign the amendments.

- Early College Academy
- Graham Elementary and Middle School
- Oakstone Community School
- The Charles School at Ohio Dominican University
- The Graham School
- The Maritime Academy of Toledo.

Certification

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on February 25, 2022 at a duly called regular meeting of said Board.



David A. Varda, Treasurer/CFO
Educational Service Center of Central Ohio

**The Graham Elementary & Middle School
Board Resolution 390.0**

Approval of Contract Extension with ESCCO

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached Contract Extension with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

4/4/22

Date



Sara Neikirk
President

Amendment 2022 Spring

Spring 2022 Amendment to Sponsorship Contract

The Educational Service Center of Central Ohio (ESCCO) and the Graham Elementary and Middle School hereby amend Article V(J)(1) of the Sponsorship Contract (the "Contract) to include Exhibit V-1, "Suspension and Closing Assurance Form," https://education.ohio.gov/getattachment/Topics/Community-Schools/Guidance-Documents-Webinars-and-Presentations/ODE-Suspension-and-Closing-Assurance-Form_Final_07_1_21.xlsx.aspx?lang=en-US, attached hereto, which is made a part of the Contract as if fully set forth therein. All other terms and conditions of the Contact not inconsistent with this amendment remain as set forth in the Contract.

SPONSOR

ON BEHALF OF
THE ESC OF CENTRAL OHIO

By: 


Print Name: Thomas L. Goodney, Ed.D.

Title: Superintendent

Date: March 25, 2022

Graham Elementary and Middle School

ON BEHALF OF THE GOVERNING
AUTHORITY

By: 

Print Name: Sara S. Neikirk

Title: Board President

Date: 4/4/22

Section	Item #	Action Item	Required Action for Suspension/Closure	Responsible Party (provide name of responsible party)	Suggested Evidence to Demonstrate Compliance during Audit or FTE Review	Applicable (Y/N)	If "Not Applicable" justification is required	Estimated Dates of Completion	Completion Date	Notes
A. Initial Notifications	1	Notify the Office of Community Schools (OCS) that the school is being suspended or closing, nonrenewed under 9314.07(B) or for other cause or the school has taken action to initiate suspension or closure within required timelines.	Suspension, Closure, Nonrenewal	Sponsor	Board Resolution, email to OCS, email to AOS, and submission to Epicenter					
	2	Notify the Area Coordinator's office to schedule the student enrollment/FTE review.	Suspension, Closure, Nonrenewal	School fiscal officer, governing authority (GA) or sponsor in absence of GA.	Email to Area Coordinator					
	3	Notify the resident districts of students enrolled in the school, and the Auditor of State's Office [CommunitySchoolQuestions@ohioauditor.gov] of the school being suspended, closed or non-renewed and include the effective date of the suspension or closure.	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Official Closing Letter from Governing Authority or sponsor in absence of governing authority.					
	4	Notify STRS and SERS that the school is being suspended or closed	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Emails to STRS and SERS					
B. Timeline of suspension or closure process	1	An estimated timeline of the suspension or closure process that includes all information contained in the suspension or closure procedures. <i>Submission of the first quarterly suspension and closing assurances template with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.</i>	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Estimated timeline for suspension or closure, submission to Epicenter					
C. Parent Notification	1	Notify parents of the suspension or closure of the school. Notices, information for requesting or obtaining student records, student report cards, contacts for staff assistance and general questions should be available on the school website.	Suspension, Closure and Nonrenewal	GA or sponsor in absence of GA.	Parent Letter					
	2	Provide each parent with the location that the child's records are being delivered to.	Suspension, Closure, Nonrenewal	School GA, administration and/or sponsor.	Parent Letter					
	3	Provide sponsor contact information to all parents.	Suspension, Closure, Nonrenewal	Sponsor, school GA.	Parent Letter					
	4	Information meeting re: educational options for students.	Suspension, Closure, Nonrenewal	Sponsor, school GA.	Parent Letter; school's website					
D. Staff Notification	1.	Notify the teachers and staff that the school is suspended or closing.	Suspension, Closure, Nonrenewal	Community school GA, school administration or sponsor in the absence of the treasurer.	Staff Letter					
	2.	Notify teachers and staff that STRS and SERS contributions are current.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	3.	Clarify COBRA benefits and when medical benefits end.	Suspension, Closure, Nonrenewal	Treasurer/fiscal officer or sponsor in the absence of the treasurer.	Staff Letter					
	4.	Notify staff of the obligation to continue instruction through the date of suspension or closure.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	5.	Ensure each faculty member's LPDC information is current and available to the teacher.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Documentation provided to faculty members regarding their LPDC information					
	6.	Provide sponsor contact information to all staff.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	7.	Ensure all Resident Educator program documentation is current and available to affected teachers.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Documentation provided to Resident Educators					
E. Secure the records, property and assets	1.	Take control of and secure all school records, property and assets immediately when the school is suspended or closes.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	None					
F. Student Records	1	Review organization of student records and transcripts to ensure records will be ready for delivery.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	None					
	2	Scan all currently enrolled student records and provide a listing by residential district. If scanning is not an option, make a copy of currently enrolled student records.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of current students, in alphabetical order by district of residence					
	3	Organize all withdrawn student files by district.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of all withdrawn students by district of residence.					

Section	Item #	Action Item	Required Action for Suspension/Closure	Responsible Party (provide name of responsible party)	Suggested Evidence to Demonstrate Compliance during Audit or FTE Review	Applicable (Y/N)	If "Not Applicable" justification is required	Estimated Dates of Completion	Completion Date	Notes
	4	Organize all SPED files by district	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of all SPED students by district of residence					
	5	If the school has graduated students, compile a list of the names and dates of all graduates and retain that list.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Copy of the list of all graduate students by district					
	6	Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	None					
	7	Completion of student enrollment/FTE review	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Final FTE report					
	8	Deliver the original student records to each student's district of residence within seven business days of the school's suspension or closure (ORC Section 3314.44). Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts					
	9	Deliver the original SPED student records to each student's district of residence and obtain signed delivery receipt. Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts					
	10	Deliver the student records of all withdrawn and graduates to each student's district of residence and obtain signed delivery receipt. Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts					
G. Financial records review and notifications	1	List all creditors and debtors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Full listing of AP's and AR's					
	2	Notice to creditors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None					
	3	Notice to debtors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None					
	4	Notice to vendors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None					
	5	Budget/cashflow review	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	June 30 bank reconciliation					
	6	Terminate operator agreements	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Signed termination letter					
	7	Notice to private funders	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None					
	8	Report all required data in EMIS.	Suspension and Closure	School administration, governing authority or sponsor in the absence of GA.	None					
	9	Year-end financial statements, notes to the financial statements and, if applicable, schedule of federal awards.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Hinkle submission					
	10	Establish approved order of vendors to be paid	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Copy of vendor list and order					
H. Disposition of assets for either state or federal funds:	1	Provide a comprehensive Asset listing for the school by fund.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Asset list with values					
	2	For all federal program purchases that have a value of \$5,000 or greater, complete all required actions.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values					
	3	Disposition of assets purchased using Public Charter School Program grant funding.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values					
	4	Liquidation of cafeteria equipment purchased with NSLP funds	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values					
	5	Establish the fair market (initial and amortized) value of assets following generally accepted business rules and in a transparent manner.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Asset list with values					

Section	Item #	Action Item	Required Action for Suspension/Closure	Responsible Party (provide name of responsible party)	Suggested Evidence to Demonstrate Compliance during Audit or FTT Review	Applicable (Y/N)	If "Not Applicable," justification is required	Estimated Dates of Completion	Completion Date	Notes
	6.	Identify staff having the legal authority to implement payment processes.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Board resolution					
	7.	Establish disposition plan for any remaining items.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Board resolution					
	8.	Notification of public auction for asset/ property disposition.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of notice					
	9.	Provide board resolutions and minutes of any assets transferred at no cost to another school	Closure Only	Administration/treasurer or sponsor in absence of GA.	Board resolution					
	10.	Identify any Ohio Facilities Construction Commission guarantees, if applicable.	Closure Only	Administration/treasurer or sponsor in absence of GA.	None					
	11.	Notify the Ohio Facilities Construction Commission of the closure.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Email to SFC					
	12.	Offer real property acquired from public district back to district at fair market value.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of offer letter					
	13.	Prepare documentation on sale of assets	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of sale receipts					
I. Final Payments and Adjustments	1.	Receive any funds or adjustments credited to the account of the closed school; and determine payments to all vendors.	Closure	Administration/treasurer or sponsor in absence of GA.	Email confirmation from treasurer					
	2.	Completion of final audit	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of final audit					
	3.	Send all or the remaining portion of funds to the Ohio Department of Education	Closure	Administration/treasurer or sponsor in absence of GA.	Receipt from the Department					
	4.	Close all bank accounts	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of confirmation					
J. Quarterly reports	1.	As a reminder, sponsors must provide quarterly reports on the progress made on all suspension or closing procedures and submit this progress report through Epicenter by April 1, July 1, Oct. 1, Jan. 1 until suspension or closure process is complete. Final submission of suspension and closing assurance form shall be submitted to the Office of Community Schools no later than 14 days after suspension and closure process is completed.	Suspension and closure	Sponsor	Epicenter submission			July 1 April 1 October 1 January 1	July 1 April 1 October 1 January 1	
Dissolve the community school	2.	a) The governing authority adopts a resolution to dissolve that indicates to whom the school assets purchased with nonpublic funds will be distributed after all creditors have been paid; b) Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103); c) Consult with school's attorney for further details.	Closure	Governing Authority	Copy of resolution					
Notify Secretary of State's Office	3.	After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: a) The name of the nonprofit corporation; b) The address of the nonprofit corporation's principal office; c) The date dissolution was authorized; d) If dissolution was authorized by the directors, a statement to that effect; e) If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve; and f) Such additional information as the Secretary of State determines is necessary or appropriate.	Closure	Governing Authority	Copy of notice to SOS					
Notify IRS	4.	Notify IRS of the closing of the school and/or dissolution of nonprofit corporation.	Closure	Governing Authority	Copy of notice					

**The Graham Elementary & Middle School
Board Resolution 389.0**

Approval of Sponsor Contract Amendment

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached Amendment to the Sponsor Contract with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

4/4/22

Date



Sara Neikirk
President



**RESOLUTION TO APPROVE THE AMENDMENT OF ARTICLE V(J)(1)
OF THE COMMUNITY SCHOOL CONTRACTS**

Approval of to amend Article V(J)(1) of the Sponsorship Contracts with the Early College Academy, Graham Elementary and Middle School, Oakstone Community School, The Charles School at Ohio Dominican University, The Graham School and The Maritime Academy of Toledo (the "Contract) to include Exhibit V-1, "Suspension and Closing Assurance Form".

Certification

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on March 25, 2022 at a duly called regular meeting of said Board.



David A. Varda, Treasurer/CFO
Educational Service Center of Central Ohio

September 2022 Amendment to Sponsorship Contract

The Graham Elementary and Middle School ("SCHOOL") and the ESC of Central Ohio ("SPONSOR") agree to this Amendment to modify the parties' Sponsorship Contract dated July 1, 2019, subsequently extended to June 30, 2024 by agreement of the Parties ("Contract"). The SCHOOL and SPONSOR further agree:

1. The terms of this Amendment supersede any clearly irreconcilable provisions of the Contract, including but not limited to its exhibits, and any prior Amendments thereto. The term of this Amendment shall be concurrent with the Term of the Contract and any mutually-agreed extension.¹
2. Article IV, Paragraph (J) of the Contract is deleted in its entirety and replaced with the following language:

The SCHOOL will comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, **3202.037**, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, **3313.6026**, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, **3319.238**, **3319.318**, 3319.321, 3319.39, 3319.391, **3319.393**, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, **5502.703** and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code.

3. The attached document "Performance Framework – Amended Oct. 2022," attached hereto as Ex.A, amends and replaces the Performance Framework contained in 1) the Assessment and Accountability Plan/Performance Framework, Exhibit IV of the Contract; 2) the ESC Guidance; and 3) every other place where the Performance Framework appears in documents between the Parties or the Sponsor's documentation. The Parties reserve the right to make further revisions to the Performance Framework as changes in law and circumstances require.

¹ Language added to the provisions is bolded and underlined for purposes of this Amendment.

IN WITNESS THEREOF, the parties have executed this Amendment through their duty-authorized representatives, pursuant to and in conformance with Article VIII of the Sponsorship Contract as of the date written below.

SPONSOR
ON BEHALF OF
THE GOVERNING BOARD OF
THE ESC OF CENTRAL OHIO

By: Thomas L. Goodney

Print Name: Thomas L. Goodney, Ed.D.

Title: Superintendent

Date: October 28, 2022

COMMUNITY SCHOOL
ON BEHALF OF THE BOARD
OF THE GRAHAM ELEMENTARY
AND MIDDLE SCHOOL

By: Sara Verkirk

Print Name: Sara Verkirk

Title: Board President

Date: 11/14/22

**The Graham Elementary & Middle School
Board Resolution 424.0**

Approval of Sponsor Contract Amendment

Whereas The Graham Elementary & Middle School is a publicly chartered Community School of the State of Ohio; and

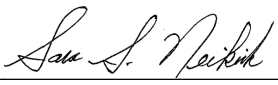
Whereas the school is located in the Columbus, Ohio community; and

Whereas the educational, legal and fiscal responsibilities of the school include an agreed-upon responsibility between the school and the state;

Therefore, be it resolved that The Graham Elementary & Middle School Board approves the attached Amendment to the Sponsor Contract with the Educational Service Center of Central Ohio.

Approved by The Graham Elementary & Middle School Board:

11/14/22
Date



Sara Neikirk
President

RECORD OF PROCEEDINGS

Minutes of the Educational Service Center of Central Ohio Governing Board's Regular Meeting held on October 28, 2022 at 2080 Citygate Drive, Columbus, Ohio.

Call to Order: Meeting called to order by Mr. Lopez, Board Vice President at 10:01 a.m.

Roll Call:

Mr. Barry Alcock	Present
Mrs. Joyce Galbraith	Present
Mrs. Beth Glitt	Absent
Ms. Susan Kish	Present
Mr. Christopher Lopez	Present

Staff Present:

- Dr. Thomas Goodney – Superintendent
- Mr. David Varda – Treasurer/CFO
- Mr. Gale Marsh – Deputy Superintendent
- Mr. David Weaver – Assistant Treasurer

Mr. Lopez, Board Vice President, led the Pledge of Allegiance.

22.10.01 APPROVED ADOPTION OF THE AGENDA

It was moved by Ms. Kish and seconded by Mrs. Galbraith the Educational Service Center of Central Ohio Governing Board to approve the adoption of the agenda of the October 28, 2022 Regular Board meeting.

Roll Call: Mr. Alcock, yea; Mrs. Galbraith, yea; Ms. Kish, yea; Mr. Lopez, yea
Motion passed.

22.10.02 APPROVED THE BOARD MEETING MINUTES AND CONSENT AGENDA

It was moved by Mr. Alcock and seconded by Ms. Kish the Educational Service Center of Central Ohio Governing Board approve the following:

5.01/Approved the Board Meeting Minutes

1. Board meeting minutes for the September 23, 2022 Regular Board Meeting.

5.02/Approved the Financial Reports for September 2022

1. **Board Financial Update for September 2022.** *(For Information Purposes)*
2. **Investment Report for September 2022** that is on file in the Treasurer's Office.
3. **Bill List for September 2022.**

General Fund	\$606,951.95
Fiscal – Other Services	42,218.44
Dublin City Schools	650,790.06
Gahanna-Jefferson Public Schools	403,679.48
Grandview Hts. City Schools	12,193.40
Hilliard City Schools	828,340.73
Reynoldsburg City Schools	335,308.90
Westerville City Schools	1,036,767.42
Whitehall City Schools	36,212.83
Upper Arlington City Schools	544,499.63
South-Western City Schools	217,880.65
Bexley City Schools	164,155.23
Columbus City Schools	117,624.34
Worthington City Schools	504,054.34
Hamilton Local Schools	143,265.83
Canal Winchester Local Schools	98,752.98
Groveport-Madison Local Schools	134,967.14
New Albany-Plain Local Schools	131,382.35
Delaware City Schools	425,615.78
Marysville Exempted Village Schools	23,925.29
North Union Local Schools	6,925.64
Olentangy Local Schools	1,921,921.37
Big Walnut Local Schools	198,696.81
Buckeye Valley Local Schools	211,448.26
Fairbanks Local Schools	8,138.92
Delaware Area Career Center	20,897.90
Pickerington Local Schools	94.42
Granville Exempted Village Schools	17.50
Chillicothe City Schools	19,130.84
Licking Heights Local Schools	413,628.89
OCALI – Operations-Family and Community Support	14,063.55
Mount Vernon City Schools	76.50
ESCCO – Administrative Student Services	159,292.93
ESCCO – Audiology	1,175.00
ESCCO – Behavior Intervention	43.69
ESCCO – Special Education Transition Services	8,039.02
ESCCO – Low Incidence Services	117,103.91
ESCCO – Hearing Impaired Services	131,210.11
ESCCO – Visually Impaired Services	37,529.41
ESCCO – English Language Services	20,348.77
ESCCO – Behavioral Support Class	74,383.09
ESCCO – STACK Autistic Student Services	342,195.21
ESCCO – Changes Student Services	8,529.21
Project Search	18,919.14
Delaware/Union ESC	15,191.97
Reynoldsburg Preschool	128,526.44
Bexley Preschool	12,668.28
Upper Arlington Preschool	53,623.98
Preschool Itinerant	18,949.01
Fairbanks LSD Preschool	7,718.08
ESCCO – Campus Based Transition	46,625.86
ESCCO – Speech/Language Services	72,411.12
Strive	98,503.95

OCALI – Autism Speaks Mod	(773.04)
OCALI – PBIS Video Series	89,114.00
EANS General Fund	13,678.89
EANS Contract	655,444.35
Ventures	159,083.98
Ventures II	118,367.53
ESCCO – Mental Health Services	7,251.10
ESCCO – Adapted PE Services	17,970.81
ESCCO – Occupational Therapy Services	43,161.69
ESCCO – Physical Therapy Services	11,947.23
ESCCO – Center for Achievement	26,250.27
ESCCO – Gifted Students Services	16,029.04
ESCCO – Professional Learning	66,593.87
ESCCO – Special Projects	38,349.91
ESCCO – Digital Learning	11,188.23
OCALI – FY 22	(34,227.29)
OCALI – Multi-System Youth	704.80
OCALI – Lifespan FY 22	(659.40)
OCALI – Tr Vis Employment First Tr	(308.19)
OCALI – Consulting Services of OCALI	5,611.81
OCALI – Reg Coaches for MSY	14,047.20
OCALI – MCAT	1,260.00
OCALI – FY 23	495,784.63
OCALI – Blueprint Curriculum	7,029.85
OCALI – ELSR FY 23	25,128.68
OCALI – Early Scr & Services	25,371.88
OCALI – MCAT FY 23	23,024.55
OCALI – Tr Vis emp First Tr	23,743.43
OCALI – Reg Coaches MSY	28,404.64
OCALI – Surrogate Par	1,546.08
OCALI – Lifespan FY 23	8,573.50
EANS II Contract	183,646.42
PBIS	167.50
ODE Field Specialist	28,276.92
Threat Assessment	8,234.35
ESCCO – Printing Services	20,164.74
ESCCO – Court Liaison Services	11,089.26
ESCCO – Conference Center	5,399.03
OCALI – AIM and Online Professional Development	8,239.52
Marburn Academy	4,308.02
Jonathan Alder Local Schools	5,237.54
Wellington Schools	1,254.75
Tolles Career and Technical Center	4,553.78
Northridge Local Schools	6,681.44
Marion City Schools	149,853.51
Cardington-Lincoln Local Schools	8,132.75
Columbus DeSales	29,411.31
College and Career Success	49,326.57
One School Christian Academy	8,890.70
Worthington Christian School	36,463.04
Groveport Madison Christian School	40,633.40
Columbus School for Girls	2,463.34
SOS	48,504.73
Columbus Academy	15,616.14

Star House	224,570.75
Ohio Alliance for High Quality Education	5,036.38
Investigations	20,466.16
Community School Monitoring Services	41,057.00
OCECD	144,651.23
Permanent Improvement	132,522.62
Central Ohio Superintendents' Association	487.79
OCALI – Bldg Cap Assist Tech	(4,777.43)
Support for Martha Holden Jennings/OSU CLB	476.54
OCALI – Bldg Cap Assist	(2,361.59)
FCFC – Admin 2022	23.97
FCFC – Multisystem 2022	124,761.36
FCFC – EI Outreach 2022	3.64
FCFC – MS FCSS 2022	51,907.31
FCFC – JFS 2022	46,755.15
FCFC – Home Choice 0-5 2022	249.71
FCFC – BBL 2022	112.34
FCFC – JFS P4S 2022	10,584.72
FCFC – P4S Adm 2022	191.26
Ohio Reading Corps FY 22	42,656.95
AmeriCorp Mentor Success FY 22	470.18
EPSEA FY 22	24,228.08
PALL Summer	140,933.00
FCFC – Case Management 2023	2.50
FCFC – Admin 2023	23,443.19
FCFC – Multisystem 2023	80,560.70
FCFC – Help Me Grow EI 2023	228,510.19
FCFC – MS FCSS 2023	7,850.93
FCFC – Comm of Support 2023	1,914.76
FCFC – Home Choice 0-5	1,472.40
FCFC – BBL 2023	32,352.68
FCFC – Celebrate One 2023	9,790.26
FCFC – React 2023	10,719.37
FCFC – P4S Adm 2023	32,242.17
FCFC – MSY Crisis 2023	181,027.66
FCFC – MSY Flex 2023	362.50
Ohio Reading Corps FY 23	51,134.23
EPSEA FY 23	132,994.38
OCALI – OCALICON Conference	6,822.77
Background Checks Rotary	977.42
Section 125 Plan	11,022.34
COBRA Premium Payments	641.00
Rockbridge Academy	17,798.90
SERS	21,738.76
Medical Insurance	420,649.00
Dental Insurance	32,660.00
Workers Compensation	47,018.39
SST – GRF FY 22	(1,513.24)
School Psychology FY 22	341.92
IFAC – FCBOC/OJPP	276.00
SST – GRF FY 23	19,746.41
School Psychology FY 23	12,056.32
ELRP Planning	175,000.00
ELRP FY 23	60,197.94

Ohio Personalized Learning	9,274.99
ESSER Family Engagement	5,569.18
HQIM	8,436.64
GEER Fund FY 22	140,368.75
SST – IDEA FY 22	(5,665.37)
SST – Urban Rel FY 22	272.33
SST – Early Lit SSIP IDEA	187.58
SST – IDEA FY 23	138,323.01
SST – Urban Rel FY23	7,887.48
SST – Early Lit SSIP IDEA	6,257.08
LEP FY 22	661.34
LEP FY 23	5,580.00
SST – Title I	(4,054.97)
SST – Title I FY 23	19,450.55
SST – ELD FY 22	(3,375.85)
SST – Early Lit SSIP FY 22	50.99
SST – ELD FY 23	11,201.96
SST – Early Lit SSIP FY 23	1,844.33
Ohio Reading Corps FY 22	1,801.98
Mentors for Success FY 22	(240.62)
OCALI – Best FY 22	10,802.76
CDC Prime for Life FY 22	9,583.33
Ohio Reading Corp	(1,502.14)
TOTAL	\$16,209,392.64

5.03/Approved Total Appropriations by Fund

1. Approved the total appropriations by fund for September 2022

Fund Number	Fund Description	August Appropriation	Increase (Decrease)	September Appropriation
001	General Fund			
	Total General Fund	\$150,993,765.30	\$3,006,807.47	\$154,000,572.77
	Other Funds			
003	PERMANENT IMPROVEMENT	1,184,253.83	955,332.83	2,139,586.66
018	PUBLIC SCHOOL SUPPORT	4,032.00	0.00	4,032.00
019	OTHER GRANT	17,702,550.47	14,527.00	17,717,077.47
022	DISTRICT AGENCY	1,006,149.45	85,189.24	1,091,338.69
026	MEDICAL INSURANCE	5,850,000.00	0.00	5,850,000.00
027	WORKERS COMP AGENCY FUND	228,891.00	0.00	228,891.00
499	MISCELLANEOUS STATE GRANT FUND	465,224.64	50,467.65	515,692.29
507	ESSER	8,197,218.12	13,675,000.00	21,872,218.12
508	GEERS	775,540.17	28,800.47	804,340.64
516	IDEA PART B GRANTS	3,117,955.25	0.00	3,117,955.25
551	LIMITED ENGLISH PROFICIENCY	58,347.63	118,198.38	176,546.01
571	REFUGEE CHILDREN SCHOOL IMPACT	367,375.02	0.00	367,375.02
572	SST TITLE I	274,163.39	0.00	274,163.39
587	IDEA PRESCHOOL-HANDICAPPED	140,278.53	57,412.28	197,690.81
590	IMPROVING TEACHER QUALITY	12,834.43	0.00	12,834.43
599	MISCELLANEOUS FED. GRANT FUND	1,607,269.82	0.00	1,607,269.82
	Total Other Funds	40,992,083.75	14,984,927.85	55,977,011.60
	Grand Total All Funds	\$191,985,849.05	\$17,991,735.32	\$209,977,584.37

Months in **RED** are temporary appropriations

5.04/Miscellaneous Consent Agenda Items / CFO/Treasurer

Approved the following miscellaneous consent agenda items recommended by the CFO/Treasurer.

1. Approved the following new grants and authorize the CFO/Treasurer to establish the appropriate funds:

	Appropriations	Estimated Revenue
BEST FY23 599 9302	\$111,930.00	\$111,930.00
GEER II 508 9201	28,800.47	28,800.47
SST Transition 499 9304	20,000.00	20,000.00

2. Approved the following fund to fund transfers.

From	To	Amount
General Fund 001 0000	Achievement 001 9200	\$226,645.00
General Fund 001 0000	College Career Success 001 9707	237,395.00
General Fund 001 0000	Professional Learning 001 9213	522,332.00
General Fund 001 0000	Special Projects 001 9215	157,751.00
Publication Center 001 9340	General Fund 001 0000	111,500.00
General Fund 001 0000	Digital Learning 001 9216	172,981.00
General Fund 001 0000	Conference Center 001 9342	111,539.00
Admin Student Services 001 9100	Adapted PE 001 9191	35,322.00
Admin Student Services 001 9100	Audiology 001 9118	47,982.00
Admin Student Services 001 9100	Behavior Intervention 001 9119	1,406.46
Behavioral Support 001 9125	Admin Student Services 001 9100	415,388.00
Campus-Based Trans. 001 9147	Admin Student Services 001 9100	186,996.00
Admin Student Services 001 9100	Changes Student Services 001 9128	22,818.00
Admin Student Services 001 9100	Court Liaison 001 9341	57,342.00
Delaware-Union ESC 001 9131	Admin Student Services 001 9100	52,885.00
Admin Student Services 001 9100	English Language Services 001 9124	124,123.00
Admin Student Services 001 9100	Federal Document Reposi 001 9912	4,520.00
Admin Student Services 001 9100	Hearing Impaired 001 9122	173,997.00
Admin Student Services 001 9100	Mental Health 001 9189	28,399.00
Admin Student Services 001 9100	PD Itinerant 001 9139	168,066.00
Physical Therapy 001 9193	Admin Student Services 001 9100	27,242.00
Admin Student Services 001 9100	Project Search 001 9129	6,604.00
Admin Student Services 001 9100	Psychology 001 9132	72,994.00
Admin Student Services 001 9100	SOS 001 9806	370,039.00
Speech 001 9152	Admin Student Services 001 9100	71,828.00

STACK 001 9126	Admin Student Services 001 9100	1,841,462.00
Strive 001 9153	Admin Student Services 001 9100	592,426.00
Sun Behavior 001 9127	Admin Student Services 001 9100	42,647.96
Admin Student Services 001 9100	Transition Specialist 001 9120	18,483.00
Admin Student Services 001 9100	Ventures 001 9184	307,734.00
Admin Student Services 001 9100	Ventures II 001 9185	411,938.00
Admin Student Services 001 9100	Visually Impaired 001 9123	138,170.00

5.05/Resignations

Approved the following resignations.

ESC of Central Ohio

1. Richard Bailey – Director of Human Resources, effective October 25, 2022
2. Robin Ducay – Fiscal Specialist, effective October 21, 2022 *[Contingent upon employment as ESCCO Payroll Manager.]*
3. Dana Malesky – Occupational Therapist, effective October 28, 2022
4. Ronda Partlow – Fiscal Specialist, effective October 23, 2022 *[Contingent upon employment as ESCCO Accounting Manager.]*
5. Thomas Reed – Director of Data, Research and Grants Management, for the purpose of retirement, effective January 31, 2023

OCALI

1. Mark Garrett – Operations Specialist, effective September 23, 2022

5.06/Employment

Approved the following employment for the 2022-2023 contract year. *[Contingent upon and subject to successful background checks, current license, receipt and final administrative review of all application records and receipt of all other necessary documentation.]*

ESC of Central Ohio

1. Nathan Deel – Fiscal Specialist, partial-year contract, 179 days, beginning October 17, 2022 through June 30, 2023, at a salary of \$37,110.28 for the 2022-2023 contract year
2. Robin Ducay – Payroll Manager, partial year contract, 200 days, beginning October 24, 2022 through July 31, 2023, at a salary of \$51,256.00 for the 2022-2023 contract year

3. Jennifer Iceman – Director of Human Resources, contract effective January 3, 2023 and ending July 31, 2024 with partial year contract payment for 151 days, beginning January 3, 2023 through July 31, 2023, at a salary of \$71,058.82 for the 2022-2023 contract year
4. Ronda Partlow – Accounting Manager, partial-year contract, 195 days, beginning October 24, 2022 through July 31, 2023, at a salary of \$50,861.85 for the 2022-2023 contract year

5.07/Personnel Contract Changes

Approved the following personnel contract changes for the 2022-2023 contract year.

ESC of Central Ohio

1. Jacklyn Main – Payroll Manager, Increase in contract days to 260 at a revised salary of \$64,261.60 for the 2022-2023 contract year, effective August 1, 2022
2. Andrea Mervis – Fiscal Specialist, Education credit eligibility, \$200.00, effective October 3, 2022

Canal Winchester Local Schools

1. Cathy Pratt – Occupational Therapist, Mileage reimbursement eligibility, effective August 1, 2022

Olentangy Local Schools

1. Sarah Ebersole – Transition Specialist, Longevity pay eligibility, \$1,000.00, effective August 15, 2022
2. Alecia Russell – School Psychologist, Longevity pay eligibility, \$1,000.00, effective August 8, 2022

5.08/Stipends

Approved the following stipend requests:

ESC of Central Ohio

1. Amanda Beverly – Intervention Specialist, Mentor for Ohio University Intern/Fall Semester, \$300.00
2. Jamie Finney – Mentor for Ohio University Intern, \$300.00
3. Robin Halley – Interim Human Resources Director, \$7,500.00
4. Neeley Keys – Mental Health Specialist, Facilitate PRIME for Life Workshop, \$2,520.00

5. Stephanie Schlegel – Consultant, Transition Consulting Services for Student Services, \$8,046.00

OCALI

1. Heather Bridgman – Assistive Technology Consultant, Autism Internet Module Instructor for Ashland University, \$260.00
2. Amy Coffin – Autism Center Program Director, Autism Internet Module Instructor for Ashland University, \$280.00
3. Sheila Smith – Senior Director, Autism Internet Module Instructor for Ashland University, \$260.00
4. Wendy Szakacs – Regional Consultant, Autism Internet Module Instructor for Ashland University, \$160.00

New Albany-Plain Local Schools

1. Lindsay Anders – Mental Health Specialist, 2022 Academic Achievement Stipend, \$1,500.00
2. Diane Barrick – Physical Therapist, 2022 Academic Achievement Stipend, \$1,500.00
3. Brooke Holcomb – Mental Health Specialist, 2022 Academic Achievement Stipend, \$1,500.00
4. Sandee Lee – Mental Health Specialist, 2022 Academic Achievement Stipend, \$1,500.00
5. Amy Nicely – Transition Specialist, 2022 Academic Achievement Stipend, \$1,500.00
6. Claire Goecke – Speech Language Pathologist, CPI Training, \$285.09

Olentangy Local Schools

1. Amanda Alice – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00
2. Amanda Barnes – Physical Therapist, Summer Work/Equipment Moving, \$233.84
3. Melinda Barren-Thurman – Behavior Specialist, Summer CPI Training, \$354.25
4. Catherine Brower - Behavior Specialist, Summer CPI Training, \$1,053.66
5. Chelsea Calif – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00
6. Anne Devilbiss – Speech Language Pathologist, LAMP Training, \$221.88

7. Brooke Doubikin – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00
8. Brenda Dougherty – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00
9. Erin Hazelton – Speech Language Pathologist, LAMP Training, \$196.80
10. Teresa Metcalf – Preschool Assistant, Summer Office Work, \$405.72
11. Jack Schlabig – Behavior Specialist, Summer CPI Training, \$614.04
12. Laura Schneider – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00
13. Julie Sherwood – Behavior Specialist, Restraint and Seclusion Data Reporting, \$194.88 **and** Summer CPI Training, \$1,343.16
14. Shannon Summers – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00
15. Abigail Tidball – Physical Therapist, Summer Work/Equipment Moving, \$233.84
16. Allison Watson – Preschool Intervention Specialist, Preschool Leadership Team, \$2,000.00

5.09/Agreements

Approved the following agreements.

1. Approved entering into a Services Agreement with Wellness Coaches USA, LLC to provide health and wellness related services and products to ESC of Central Ohio employees, at pricing listed in the Statement of Work, as presented, effective October 28, 2022 through December 31, 2023; and authorize the CFO/Treasurer to sign the agreement.
2. Approved entering into an agreement with the following Educational Service Center (ESC) for Math HS Pathways Support and authorize the Superintendent and/or CFO/Treasurer to sign the agreement with the ESC listed.

Montgomery County ESC	\$ 61,500.00
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3. Approved entering into an agreement with Graduation Alliance for an amount not to exceed \$99,800.00 for survey and data analysis for Graduate Outcomes to Inform Workforce Resources (Extended Learning Recovery Plan Grant).

4. Approved the Severance Agreement and Release of All Claims to resolve the Workers Compensation Claim Number 21-182705 and the pending Franklin County Court of Common Pleas Case Number 22-CV-002600 and authorize a payment of \$32,500.00 to the Plaintiff through her attorney and to not pursue repayment of the previous award by Ohio Industrial Commission of \$10,985.05; and authorize the CFO/Treasurer, David Varda, to sign the agreement.

5.10/Miscellaneous Consent Agenda Items / Superintendent

1. Approved the first reading of the following revised Board policies.

2430	Co-Curricular Activities
3120.08	Employment of Personnel for Co-Curricular/Extra-Curricular Activities
1617	Weapons
3217	Weapons
4217	Weapons
7217	Weapons
8320	Personnel Files
2. Approved to amend the Sponsorship Contracts with the Early College Academy, Graham Elementary and Middle School, Oakstone Community School, The Charles School at Ohio Dominican University, The Graham School and The Maritime Academy of Toledo to include the September 2022 Amendment to Sponsorship Contract, as presented.
3. Approved the following communication allowances of \$75.00 per month:

Robin Ducay, ESCCO Payroll Manager

Jennifer Iceman, Director of Human Resources

Vote to approve the consent agenda.

Approved the consent agenda:

Roll Call: Mr. Alcock, yea; Mrs. Galbraith, yea; Ms. Kish, yea; Mr. Lopez, yea
Motion passed.

6.01/Items for the Board's Information and Review

- **Center for Student Services ELRP Update**

Ms. Cindy Eldridge, ESC of Central Ohio Executive Director of Student Services, shared a PowerPoint presentation with Board members regarding the initiatives that have been undertaken by the ESC of Central Ohio with funds provided by the Extended Learning and Recovery Plan grant. The update included a review of the 4 pathways to licensure for staff through the Career Development and Advancement Program; leadership and instruction coaching; Board Certified Behavior Analyst coaching and supervision; credentialing pathways for the positions of Registered Behavior Technician and Behavior Technician; assessment of the causes of chronic absenteeism; and participation in statewide initiatives for providing academic support to tutor students in Math, English Language Arts, Science and Social Studies.

- **Superintendent's Update**

Dr. Goodney provided information to Board members regarding a series of meetings have been scheduled by higher education institutions around the State to discuss the Future of Teaching in Ohio and develop a series of strategies to retain teachers and bring new ones into the profession. Ohio has experienced an increase of 400% in teacher resignations the past two years and the lowest number of qualified applicants available to fill these positions in all subject areas that has become a problem for all Ohio school districts. An array of expedited programs are needed to certify more teachers.

- **Governing Board Members' Update**

Eastland-Fairfield Career & Technical Schools

Mrs. Galbraith and Mr. Lopez reported that Dr. Pietsch Miller presented the EFCTS quarterly report at their recent Board meeting. In addition, a presentation on the adult law enforcement program was shared with EFCTS Board members.

Delaware Area Career Center

Ms. Kish reported that DACC students placed third in the Ohio High School Landscape Olympics that was hosted by the Ohio Green Industry Association earlier this month. The DACC State Report card was reviewed with DACC Board members at their recent meeting.

- **Treasurer's Update**

Mr. Varda reviewed the recent staff re-structuring of his department this Fall. In addition to filling vacancies due to resignations, two additional staff members have been hired – one who will work with KIPP as they have expanded their fiscal contract with the ESC of Central Ohio and the other because of the increased workload due to the acquisition of several new grants. Indeed was used to identify qualified candidates to fill these positions.

Mr. Varda reported that the new Emergency Assistance to Non-Public Schools (EANS) funds are scheduled to be released soon.

- **Ohio Healthcare Consortium Update**

Mr. Varda reported that staff open enrollment recently ended with 82% of staff completing their benefit selections for 2023. Those who have not completed their enrollment are being contacted.

Upcoming Meetings / Events

November 13 – 15, 2022

OSBA (Ohio School Boards Association) Capital Conference and Trade Show
Greater Columbus Convention Center

November 18, 2022 / 10 a.m.

Governing Board Regular Meeting / 2080 Citygate Drive, Columbus, Ohio

December 16, 2022 / 10 a.m.

Governing Board Regular Meeting / 2080 Citygate Drive, Columbus, Ohio

22.10.03

APPROVE ADJOURNMENT

It was moved by Mrs. Galbraith and seconded by Mr. Alcock the Educational Service Center of Central Ohio Governing Board adjourn the meeting at 11:18 a.m.

Roll Call: Mr. Alcock, yea; Mrs. Galbraith, yea; Ms. Kish, yea; Mr. Lopez, yea
Motion passed.



Beth Glitt

Governing Board President

Educational Service Center of Central Ohio

ATTEST:



David A. Varda

CFO/Treasurer

Educational Service Center of Central Ohio

Performance Framework – Amended Oct. 2022

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Assessment & Accountability Plan/Performance Framework – Exhibit IV

There are three (3) components on which schools will be assessed and held accountable: Academic, Financial, and Organizational/Operational. Together, these three components comprise the Performance Framework.

The ESCCO will utilize the National Association of Charter School Authorizer's (NACSA's) Core Academic Performance Framework to guide its academic monitoring of the schools that it sponsors. The framework components include:

1. Indicator – general category of academic performance, i.e., student achievement
2. Measure – Categories of performance included within the components making up the Ohio School Report Cards, Dropout Prevention and Recovery Report Cards and the Career-Technical Report Cards. The measures, some of which are graded and some of which are rated, vary for each type of report card and are used to provide information regarding student academic success and progress.
3. Metric – method of evaluating a measure, i.e., percentage of students proficient on state assessment
4. Target – threshold that signifies success in meeting the standard for a specific metric, i.e., state cut-off for meeting proficiency or higher
5. Rating – assignment of school's performance into categories/scoring based on the performance against framework targets, i.e., exceeds, meets, approaching standard/needs support to meet standards, or falls far below standard/needs significant support to meet state standards

We will utilize the graded or rated measures or indicators available on the state report card each year. As additional measures are added from year to year, we will also utilize the performance framework in those areas. For some items, because of changes to state report cards, data may not be available for all items for all years. Note, additional or fewer measures may be used for different schools to appropriately evaluate their specific educational plans. The general Graded/Rated Measures are:

- Overall Grade/Rating
- Progress
 - Component Grade/Rating
 - Value-Added: Overall*
 - Value-Added: Gifted*
 - Value Added: Students with Disabilities
 - Value-Added: Lowest 20% in Achievement*
 - Value-Added: Highly Mobile*
- Achievement
 - Component Grade/Rating
 - Performance Index*
 - Indicators Met*
- Graduation Rate
 - Component Grade/Rating
 - 4 Year Graduation Rate*
 - 5 Year Graduation Rate (Not individually rated on state report cards beginning in 2021-2022 school year; Sponsor will assign points)

- Gap Closing
 - Annual Measurable Objectives (AMO)/Performance Goals
- Improving At-Risk K-3 Readers/Early Literacy
- Prepared for Success Component/College, Career, Workforce and Military Component Grade/Rating

* Items with an asterisk are not rated and/or are not individually rated on state report cards for 2021-2022 and thereafter.

- The inclusion of the measures will be based on their report card release from the Ohio Department of Education.
- The measures for dropout prevention and recovery schools will align to the report card for these schools.

The ESSCO will rate each of the report card measures as –

- Exceeds Standard – Determined by Grade of A or B or Rating of 4 or 5 Stars
 - Meets Standard – Determined by Grade of C or Rating of 3 to 3.5 Stars
 - Approaching Standard/Needs support to meet standards – Determined by Grade of D or Rating of 1.5 to 2.5 Stars
 - Falls Far Below Standard/Needs significant support to meet state standards – Determined by Grade of F or Rating of 1 Star
- The following tables represent the three (3) components of the Performance Framework- Academic, Financial, and Organizational/Operational. School performance in these areas is documented annually, reviewed with administration and Governing Authorities, and reported in the Annual Review.
 - School and Sponsor will agree to include additional Progress and/or Achievement measures using data from standardized assessments (i.e., NWEA MAP, STAR) and/or other school mission specific metrics and non-academic measures. These will be used to assist in monitoring accountability, especially if there are areas that were not rated on the report card.
 - School and Sponsor will agree to include targets that compare the school’s student performance to other schools.
 - At the end of each contract term a High Stakes Review is conducted, at which time multiple years (over the contract term) of school ratings in Academics and Organizational/Operational areas, and the most recent Financial scores on the Performance Frameworks are reviewed. The overall performance is considered at renewal time.

The report card grades/ratings are used by the State to determine levels of support in the Ohio Improvement Process (OIP). If the school receives any correspondence from ODE listing the school as assigned in an OIP tier of priority, focus, warning, or watch, the ESSCO will support that vetted accountability system and the following will be expected:

1. The Sponsor will be notified immediately. Correspondence from ODE is directly sent to the superintendent of the school.
2. The Sponsor will be copied in on all correspondence and requirements that the school sends related to OIP as well as the school's ODE submissions in the process.
3. The Sponsor will be notified of and invited to all meetings related to the OIP, such as building team meetings.
4. Communication occurring with any SST or support facilitators that are assigned to the school will occur consistently and in a timely fashion.
5. Completion of all required documentation as assigned by ODE will be completed and submitted on time and the OIP will be followed with fidelity.

If assigned to OIP – we will monitor and use that process as the supported intervention for the schools that we sponsor. If a school is not assigned to the OIP by ODE, but has issues related to academic accountability and is consistently low-performing in areas that result in a concern to the Sponsor, intervention and support will be assigned specifically by the needs of the school and a plan will be outlined – which could include, but not limited to:

- Required participation in the Ohio Improvement Process assigned by the Sponsor – even if not yet assigned by ODE
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in contract length, non-renewal, suspension, and/or termination if no growth occurs over the course of the contract life

The rating system described earlier is subject to change if any legislative revision occurs or a new expected accountability standard is issued to Sponsors by the State. As future graded/rated measures are added to the report card over the course of a contract's life, it will be assumed that the school will be rated on those measures throughout the life of the contract with that specific measure language being added at renewal time. If needed, the ESCCO will amend and update the assessment and accountability portion of the contract if the legal requirements of monitoring change after the contract has been approved by both governing authorities.

Community School Performance Framework Addendum

Due to COVID-19, all ESCCO-sponsored community schools were approved for contractual extensions. The contract renewal process will begin in the Fall of 2023 for all contracts that expire on June 30, 2024. Due to the report card change from letter grades to stars, a conversion chart can be found below. (Stars do not apply to DOPR schools).

Additionally, as granted by Appendix A, Flexibility During Periods of Declared Emergencies, the sponsor is adding an academic bonus framework due to the decrease in available assessment data during the global pandemic, as well as the

transition to new state report cards. Academic Bonus Framework points will be rated by the Sponsor based on data from the 2022-2023 school year. The bonus points earned will be added to the academic performance component of the High-Stakes Review Contract Renewal Application Scoring Rubric during the contract renewal process.

Lastly, under ESC Policy # 3 of the Guidance Document “The Sponsorship Agreement (the "Contract") between ESCCO and its sponsored community schools establishes the relationship between those parties. During the term of such agreements, however, there may be: a) changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio's accountability system that require modifications to the Contract Performance Measures.”

Multiple years of data will be used where available within the performance framework below. For some items, because of changes to state report cards, data may not be available for all items for all years.

Academic Bonus Framework
(based on data from the 2022-2023 school year)

Academic Bonus – Possible 1 bonus point for each section with a maximum of 4 bonus points. (Selected by the school. Either achieved or not achieved and evidence must be clearly provided. For any assessment related option, vendor data/reports must be provided.)

Score	Definition
	School provided evidence that 80% or more of the student body took a baseline, benchmark, and final Norm Referenced Test in Math and ELA and demonstrated the use of data in instructional decision making.
	50% of students or higher show a year or more growth on the Norm Referenced Test in Math and ELA.
	School completed a PBIS fidelity implementation inventory and shared data with staff and board.
	School demonstrates a regular teacher teams using data to make classroom decisions such as, BLT and TBT process.
	Family and student survey administered by the school with a response rate of 50% or higher and results were shared with the board.
	The school completed all sponsor recommended academic actions from site visits and academic meetings.
	Total points to be added to the academic component after conversion of the original score to a 50-point denominator.*

*Conversion of original score to 50-point denominator is based on the percentage of possible points earned on the Academic Performance Framework. For example, if a school earns 53 of

88 possible points (60% of possible points), this would be converted to 30 of 50 possible points (60% of 50 possible points). If 4 bonus points are earned, these 4 points are added to 30 for 34 of 50 total points earned (68%).

Community School Performance Framework

Performance Framework for annual review of school outcomes includes 3 main components: Academic, Financial, and Organizational/Operational

PERFORMANCE FRAMEWORK: ACADEMIC COMPONENT

Report Card Scale and Conversion to Stars			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B or 4-5 Stars	C = 3 – 3.5 Stars	D = 1.5 – 2.5 Stars	F = 1 Star

* Stars do not apply to Dropout Prevention Recovery Schools (DOPR) as that report card has not changed.

Overall School Performance School Grade/Rating		
	Rating	Points
2022-2023		
2021-2022	Not rated in 2021-2022	Not rated in 2021-2022
2020-2021		
2019-2020		

Achievement: Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Achievement: Performance Index		
	Rating	Points
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2020-2021		
2019-2020		

Achievement: Indicators Met		
	Rating	Points
2022-2023	Not rated	Not rated
2021-2022	Not rated	Not rated
2020-2021		
2019-2020		

Progress: Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Progress: Value Added Overall		
	Rating	Points
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2020-2021		
2019-2020		

Progress: Value Added Lowest 20% in Achievement		
	Rating	Points
2022-2023	Not individually rated	Not individually rated
2021-2022	Not individually rated	Not individually rated
2020-2021		
2019-2020		

Progress: Value Added Students With Disabilities		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Progress: Gifted Value Added		
	Rating	Points
2022-2023	Not individually rated	Not individually rated
2021-2022	Not individually rated	Not individually rated
2020-2021		
2019-2020		

Progress: Highly Mobile Value Added		
	Rating	Points
2022-2023	Not individually rated	Not individually rated
2021-2022	Not individually rated	Not individually rated
2020-2021		
2019-2020		

Gap Closing Component Grade/Rating: Annual Measurable Objectives/Performance Goals		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Improving At-Risk K-3 Readers/Early Literacy Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Graduation Rate: Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Annual Graduation Rate				
	4 Year		5 Year	
	Rating	Points*	Rating/ Percentage	Points*
2022-2023	Not rated for 22-23	N/A		
2021-2022	Not rated for 21-22	N/A		
2020-2021				
2019-2020				

*Not individually rated on state report cards beginning in 2021-2022 school year. For 2021-2022 school year and thereafter, ESCCO will assign points for the 5-year graduation rate based on standards in OAC 3301-28-10: 5 stars ($\geq 96.5\%$); 4 stars ($\geq 93.5\%$ but less than 96.5%); 3 stars ($\geq 90\%$ but less than 93.5%); 2 stars ($\geq 84\%$ but less than 90%); 1 star (less than 84%).

If a school with a graduation rate of less than 84% improves its graduation percentage by 5% or greater over the prior year, the school will receive an extra point for this item. (For example, if a school would otherwise receive 1 point for this item, but improves its percentage by 5% , they will receive two points.)

Rating pertains to Dropout Prevention and Recovery Schools only

Annual Graduation Rate										
	4 Year		5 Year		6 Year		7 Year		8 Year	
	Rating	Points	Rating	Points	Rating	Points	Rating	Points	Rating	Points
2022-2023										
2021-2022										
2020-2021										
2019-2020										

Prepared for Success; College, Career, Workforce, and Military Readiness Component Grade/Rating		
	Rating	Points
2022-2023	Not rated ¹	Not rated
2021-2022	Not rated	Not rated
2020-2021		
2019-2020		

Mission Specific Goal 1: School Goal & Rubric		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Mission Specific Goal 2: School Goal & Rubric		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Mission Specific Goal 3: School Goal & Rubric		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		

¹ The overall component is not rated, and the measures are not individually rated; report only until at least 2024-2025 school year.

Progress: Lowest 20% Comparison to All Community Schools Statewide Scale				
Point Value	4 points	3 points	2 points	1 point
Rating	Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
Progress Lowest 20% Rate vs All Community Schools Statewide	Ranked \geq 75% of All	Ranked between 50-74.9% of All	Ranked between 25-49.9% of All	Ranked lower than 24.9% of All

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	A	B	C	D	F
2022-2023	School	Not available					
	All						
2021-2022	School	Not available					
	All						
2020-2021	School						
	All						
2019-2020	School						
	All						

Comparison: Progress Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
	All					
2021-2022	School					
	All					

Comparison: Achievement Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
	All					
2021-2022	School					
	All					

*Sponsor and school will agree upon schools to be used as comparators. Zero points if performance is less than that of comparator(s), 1 point if equal to or greater than comparator(s). (Comparison is based on average of comparator schools.)

PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT

Near-Term Measures

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	Current Ratio is less than or equal to 0.9
2022-2023			
2021-2022			
2020-2021			
2019-2020			

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	Fewer than 15 Days Cash
2022-2023			
2021-2022			
2020-2021			
2019-2020			

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement		
	1 point	0 points
	Meets Standard	Falls Far Below Standard
	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments/ Not Applicable	School is in default of loan covenant(s) and/or is delinquent with debt service payments
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Enrollment Variance equals or exceeds 95% in the most recent year	Enrollment Variance is between 85-95% in the most recent year	Enrollment Variance is less than 85% in the most recent year
2022-2023			
2021-2022			
2020-2021			
2019-2020			

Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Debt to Asset Ratio is less than 0.9	Debt to Asset Ratio is between 0.9 to 1.0	Debt to Asset Ratio is greater than 1.0
2022-2023			
2021-2022			
2020-2021			
2019-2020			

PERFORMANCE FRAMEWORK: ORGANIZATIONAL/OPERATIONAL COMPONENT

Educational Program

This measure does not evaluate the performance of the school. This measure only addresses the program described in the Educational Plan of this contract – the school’s fidelity to the program and organizationally the school’s **faithfulness to the terms of the charter**.

Is the school implementing the material terms of the educational program as defined in the current charter contract?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school implemented the material terms of the educational program in all material aspects and the educational program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Education Requirements

Is the school complying with applicable education requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to: <ul style="list-style-type: none"> • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • State of Ohio Standards • State Assessments 	

	<ul style="list-style-type: none"> Implementation of mandated programming as a result of state or federal funding 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	2 points	1 point	0 points
	Meets Standard	Meets Standard w/CAP	Does Not Meet Standard
	<p>Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> Equitable access and opportunity to enroll Identification and referral Appropriate development and implementation of IEPs and 504 Plans Operational compliance, including provision of services in the LRE, and appropriate inclusion in the 	<p>The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.</p>	

	<p>school's academic program, assessments, and extracurricular activities</p> <ul style="list-style-type: none"> • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans • Appropriate use of all available funding 		
2022-2023			
2021-2022			
2020-2021			
2019-2020			

English Learners

Is the school protecting the rights of English Learner (EL) students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Learners (ELs), including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP)/management company • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p> <ul style="list-style-type: none"> • An unqualified audit opinion 	

	<ul style="list-style-type: none"> • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Governance Requirements

Is the school complying with governance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> • Board policies, including those related to oversight of an Education Service Provider (ESP)/management company, if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Management Accountability – Applies only to schools with a Management Company

Is the school holding management accountable, if applicable?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Reporting Requirements

Is the school complying with reporting requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESCCO, ODE, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight 	

	<ul style="list-style-type: none"> Additional information requested by ESCCO 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Students and Employees

Is the school protecting the rights of all students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p> <ul style="list-style-type: none"> Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) The collection and protection of student information Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction Conduct of discipline 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Is the school respecting employee rights?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Is the school complying with health and safety requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: <ul style="list-style-type: none"> • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Is the school handling information appropriately?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Additional Obligations

Is the school complying with other obligations?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:</p> <ul style="list-style-type: none"> • Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews • Revisions to State Charter Law • Intervention requirements by the ESCCO (corrective action plans or other required interventions) 	

	<ul style="list-style-type: none"> • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

HIGH-STAKES REVIEW PERFORMANCE FRAMEWORK

Community School Performance Framework Addendum

Due to COVID-19, all ESCCO-sponsored community schools were approved for contractual extensions. The contract renewal process will begin in the Fall of 2023 for all contracts that expire on June 30, 2024. Due to the report card change from letter grades to stars, a conversion chart can be found below. (Stars do not apply to DOPR schools).

Additionally, as granted by Appendix A, Flexibility During Periods of Declared Emergencies, the sponsor is adding an academic bonus framework due to the decrease in available assessment data during the global pandemic, as well as the transition to new state report cards. Academic Bonus Framework points will be rated by the Sponsor based on data from the 2022-2023 school year. The bonus points earned will be added to the academic performance component of the High-Stakes Review Contract Renewal Application Scoring Rubric during the contract renewal process.

Lastly, under ESC Policy # 3 of the Guidance Document “The Sponsorship Agreement (the "Contract") between ESCCO and its sponsored community schools establishes the relationship between those parties. During the term of such agreements, however, there may be: a) changes to federal and/or state laws, regulations or rules are inconsistent with the terms of the Contract; or b) School data and changes to Ohio's accountability system that require modifications to the Contract Performance Measures.”

Multiple years of data will be used where available within the performance framework below. For some items, because of changes to state report cards, data may not be available for all items for all years.

**Academic Bonus Framework
(based on data from the 2022-2023 school year)**

Academic Bonus – Possible 1 bonus point for each section with a maximum of 4 bonus points. (Selected by the school. Either achieved or not achieved and evidence must be clearly provided. For any assessment related option, vendor data/reports must be provided.)

Score	Definition
	School provided evidence that 80% or more of the student body took a baseline, benchmark, and final Norm Referenced Test in Math and ELA and demonstrated the use of data in instructional decision making.
	50% of students or higher show a year or more growth on the Norm Referenced Test in Math and ELA.
	School completed a PBIS fidelity implementation inventory and shared data with staff and board.
	School demonstrates a regular teacher teams using data to make classroom decisions such as, BLT and TBT process.

	Family and student survey administered by the school with a response rate of 50% or higher and results were shared with the board.
	The school completed all sponsor recommended academic actions from site visits and academic meetings.
	Total points to be added to the academic component after conversion of the original score to a 50-point denominator.*

*Conversion of original score to 50-point denominator is based on the percentage of possible points earned on the Academic Performance Framework. For example, if a school earns 53 of 88 possible points (60% of possible points), this would be converted to 30 of 50 possible points (60% of 50 possible points). If 4 bonus points are earned, these 4 points are added to 30 for 34 of 50 total points earned (68%).

PERFORMANCE FRAMEWORK: ACADEMIC COMPONENT – High stakes review based upon performance over term of the contract including multiple years and measures of achievement.

Report Card Scale and Conversion to Stars			
4 points	3 points	2 points	1 point
Exceeds Standard	Meets Standard	Approaching Standard/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B or 4-5 Stars	C = 3 – 3.5 Stars	D = 1.5 – 2.5 Stars	F = 1 Star

* Stars do not apply to Dropout Prevention Recovery Schools (DOPR) as that report card has not changed.

Overall School Performance School Grade/Rating		
	Rating	Points
2022-2023		
2021-2022	Not rated in 2021-2022	Not rated in 2021-2022
2020-2021		
2019-2020		
Overall Performance		

Achievement: Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Achievement: Performance Index		
	Rating	Points
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2020-2021		
2019-2020		
Overall Performance		

Achievement: Indicators Met		
	Rating	Points
2022-2023	Not rated	Not rated
2021-2022	Not rated	Not rated
2020-2021		
2019-2020		
Overall Performance		

Progress: Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Progress: Value Added Overall		
	Rating	Points
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2020-2021		
2019-2020		
Overall Performance		

Progress: Value Added Lowest 20% in Achievement		
	Rating	Points
2022-2023	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2021-2022	Not individually rated – 100% of component grade	Not individually rated – 100% of component grade
2020-2021		
2019-2020		
Overall Performance		

Progress: Value Added Students With Disabilities		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Progress: Gifted Value Added		
	Rating	Points
2022-2023	Not individually rated	Not individually rated
2021-2022	Not individually rated	Not individually rated
2020-2021		
2019-2020		
Overall Performance		

Progress: Highly Mobile Value Added		
	Rating	Points
2022-2023	Not individually rated	Not individually rated
2021-2022	Not individually rated	Not individually rated
2020-2021		
2019-2020		
Overall Performance		

Gap Closing Component Grade/Rating: Annual Measurable Objectives/Performance Goals		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Improving At-Risk K-3 Readers/Early Literacy Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Graduation Rate: Component Grade/Rating		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Annual Graduation Rate				
	4 Year		5 Year	
	Rating	Points*	Rating /Percentage	Points*
2022-2023	Not rated for 22-23	N/A		
2021-2022	Not rated for 21-22	N/A		
2020-2021				
2019-2020				
Overall Performance				

*Not individually rated on state report cards beginning in 2021-2022 school year. For 2021-2022 school year and thereafter, ESCCO will assign points for the 5-year graduation rate based on standards in OAC 3301-28-10: 5 stars (>=96.5%); 4 stars (>=93.5% but less than 96.5%); 3 stars (>= 90% but less than 93.5%); 2 stars (>= 84% but less than 90%); 1 star (less than 84%).

If a school with a graduation rate of less than 84% improves its graduation percentage by 5% or greater over the prior year, the school will receive an extra point for this item. (For example, if a school would otherwise receive 1 point for this item, but improves its percentage by 5%, they will receive two points.)

Rating pertains to Dropout Prevention and Recovery Schools only

Annual Graduation Rate										
	4 Year		5 Year		6 Year		7 Year		8 Year	
	Rating	Points	Rating	Points	Rating	Points	Rating	Points	Rating	Points
2022-2023										
2021-2022										
2020-2021										
2019-2020										
Overall Performance										

Prepared for Success; College, Career, Workforce, and Military Readiness Component Grade/Rating		
	Rating	Points
2022-2023	Not rated ²	Not rated
2021-2022	Not rated	Not rated
2020-2021		
2019-2020		
Overall Performance		

Mission Specific Goal 1: School Goal & Rubric		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Mission Specific Goal 2: School Goal & Rubric		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

² The overall component is not rated, and the measures are not individually rated; report only until at least 2024-2025 school year.

Mission Specific Goal 3: School Goal & Rubric		
	Rating	Points
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Progress: Lowest 20% Comparison to All Community Schools Statewide Scale				
Point Value	4 points	3 points	2 points	1 point
Rating	Exceeds Standard	Meets Standard	Approaching Standard	Falls Far Below Standard
Progress Lowest 20% Rate vs All Community Schools Statewide	Ranked \geq 75% of All	Ranked between 50-74.9% of All	Ranked between 25-49.9% of All	Ranked lower than 24.9% of All

Progress: Lowest 20% Comparison vs All Community Schools Statewide							
		Rating - Points	A	B	C	D	F
2022-2023	School	Not available					
	All						
2021-2022	School	Not available					
	All						
2020-2021	School						
	All						
2019-2020	School						
	All						
Overall Performance							

Comparison: Progress Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
	All					
2021-2022	School					
	All					
Overall Performance						

Comparison: Achievement Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2022-2023	School					
	All					
2021-2022	School					
	All					
Overall Performance						

*Sponsor and school will agree upon schools to be used as comparators. Zero points if performance is less than that of comparator(s), 1 point if equal to or greater than comparator(s). (Comparison is based on average of comparator schools.)

PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT – High stakes review: multiple years/over the contract term are reviewed, financial performance in the most recent year is prioritized for renewal. Information derived from Audit Reports.

Near-Term Measures

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive	Current Ratio is between 0.9 and 1.0 or equals 1.0 or Current Ratio is between 1.0 and 1.1 and one-year trend is negative	Current Ratio is less than or equal to 0.9
2022-2023			
2021-2022			
2020-2021			
2019-2020			
Most Recent Performance			

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative	Fewer than 15 Days Cash
2022-2023			
2021-2022			

2020-2021			
2019-2020			
Most Recent Performance			

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement		
	1 point	0 points
	Meets Standard	Falls Far Below Standard
	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments/ Not Applicable	School is in default of loan covenant(s) and/or is delinquent with debt service payments
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Most Recent Performance		

Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Enrollment Variance equals or exceeds 95% in the most recent year	Enrollment Variance is between 85-95% in the most recent year	Enrollment Variance is less than 85% in the most recent year
2022-2023			
2021-2022			

2020-2021			
2019-2020			
Most Recent Performance			

Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet			
	2 points	1 point	0 points
	Meets Standard	Does Not Meet Standard	Falls Far Below Standard
	Debt to Asset Ratio is less than 0.9	Debt to Asset Ratio is between 0.9 to 1.0	Debt to Asset Ratio is greater than 1.0
2022-2023			
2021-2022			
2020-2021			
2019-2020			
Most Recent Performance			

PERFORMANCE FRAMEWORK: ORGANIZATIONAL/OPERATIONAL COMPONENT

– High stakes review based on performance over multiple years/contract term.

Educational Program

This measure does not evaluate the performance of the school. This measure only addresses the program described in the Educational Plan of this contract – the school’s fidelity to the program and organizationally the school’s **faithfulness to the terms of the charter**.

Is the school implementing the material terms of the educational program as defined in the current charter contract?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school implemented the material terms of the educational program in all material aspects and the educational program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the ESCCO for a charter modification to the material terms.	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Education Requirements

Is the school complying with applicable education requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements, including but not limited to:	

	<ul style="list-style-type: none"> • Academic Program Assurances Instructional days or hours requirements • Graduation requirements • Promotion and Acceleration requirements • State of Ohio Standards • State Assessments • Implementation of mandated programming as a result of state or federal funding 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	2 points	1 point	0 points
	Meets Standard	Meets Standard w/CAP	Does Not Meet Standard
	<p>Consistent with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Identification and referral 	<p>The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.</p>	

	<ul style="list-style-type: none"> • Appropriate development and implementation of IEPs and 504 Plans • Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities • Discipline, including due process protections, manifestation determinations, and behavioral intervention plans <p>Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans</p> <ul style="list-style-type: none"> • Appropriate use of all available funding 		
2022-2023			
2021-2022			
2020-2021			
2019-2020			
Overall Performance			

English Learners

Is the school protecting the rights of English Learner (EL) students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Learners (ELs), including but not limited to:</p> <ul style="list-style-type: none"> • Equitable access and opportunity to enroll • Required policies related to the service of EL students • Compliance with native language communication requirements • Proper steps for identification of students in need of EL services • Appropriate and equitable delivery of services of identified students • Appropriate accommodations on assessments • Exiting of students from EL services • Ongoing monitoring of exiting students 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Complete and on-time monthly submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP)/management company • On-time submission and completion of the annual independent audit and corrective action plans, if applicable • All reporting requirements related to the use of public funds 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p>	

	<ul style="list-style-type: none"> • An unqualified audit opinion • An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses • An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Governance Requirements

Is the school complying with governance requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to:</p> <ul style="list-style-type: none"> • Board policies, including those related to oversight of an Education Service Provider (ESP)/management company, if applicable • Board Bylaws • Board Training • Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time • Code of Ethics • Conflicts of Interest • Board composition and/or membership rules • Compensation for attendance at meetings 	
2022-2023		

2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Management Accountability – Applies only to schools with a Management Company

Is the school holding management accountable, if applicable?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP • Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Reporting Requirements

Is the school complying with reporting requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESCCO, ODE, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> • Accountability tracking • Attendance and enrollment reporting • Compliance and oversight • Additional information requested by ESCCO 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Students and Employees

Is the school protecting the rights of all students?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p> <ul style="list-style-type: none"> • Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment) • The collection and protection of student information • Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction • Conduct of discipline 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Is the school respecting employee rights?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating the FMLA, ADA, and employment contracts.</p>	
2022-2023		

2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Is the school complying with health and safety requirements?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to:</p> <ul style="list-style-type: none"> • Nursing services and dispensing of medication to students (screenings, logs, policies) • Food Service Inspections • Health and Wellness requirements • Other services 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Is the school handling information appropriately?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> • Maintaining the security of and providing access to student records under FERPA and other applicable authorities • Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities • Transferring of student records • Proper and secure maintenance of testing materials 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Additional Obligations

Is the school complying with other obligations?		
	1 point	0 points
	Meets Standard	Does Not Meet Standard
	<p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:</p> <ul style="list-style-type: none"> • Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews • Revisions to State Charter Law • Intervention requirements by the ESCCO (corrective action plans or other required interventions) • Intervention requirements by the Ohio Department of Education • Requirements by other entities to which the charter school is accountable 	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

FY23 - 5-23 submission
 IRN No.: 011972
 Type of School: Community
 Contract Term: 6/30/23

County: Franklin

School Name: Graham Elementary and Middle School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 3,997,482	\$ 3,443,566	\$ 3,826,234	\$ 3,840,196	\$ 4,034,598	\$ 4,115,290	\$ 4,197,595	\$ 4,281,546
Charges for Services (1500)	8,533	75	-	7,500	7,500	6,000	6,500	6,500
Fees (1600, 1700)	513	555	2,548	4,500	4,000	3,500	3,500	3,500
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	114,796	98,703	26,608	26,000	30,000	35,000	35,000	40,000
Total Operating Receipts	\$ 4,121,324	\$ 3,542,899	\$ 3,855,390	\$ 3,878,196	\$ 4,076,098	\$ 4,159,790	\$ 4,242,595	\$ 4,331,546
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-
400 Purchased Services	4,528,095	3,829,517	4,716,258	5,175,000	5,061,904	4,368,000	4,455,360	4,722,190
500 Supplies and Materials	143,372	254,264	280,519	300,000	375,000	250,000	300,000	250,000
600 Capital Outlay -New	-	-	-	-	50,000	50,000	50,000	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	606	626	8,279	13,000	8,500	9,000	9,000	650
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 4,672,073	\$ 4,084,407	\$ 5,005,056	\$ 5,488,000	\$ 5,495,404	\$ 4,677,000	\$ 4,814,360	\$ 4,972,840
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (550,749)	\$ (541,508)	\$ (1,149,666)	\$ (1,609,804)	\$ (1,419,306)	\$ (517,210)	\$ (571,765)	\$ (641,295)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 660,146	\$ 692,454	\$ 1,331,631	\$ 1,690,000	\$ 1,500,000	\$ 650,000	\$ 700,000	\$ 725,000
State Grants (3200, except 3211)	2,451	2,644	1,052	1,710	2,400	2,400	2,400	2,400
Restricted Grants (3219, Wellness and Success)	111,457	139,610	-	-	-	-	-	-
Donations (1820)	14,506	10,857	22,188	38,000	16,500	17,000	17,000	17,000
Interest Income (1400)	315	345	163	4,800	300	300	300	150
Debt Proceeds (1900)	75,000	-	-	-	-	-	-	-
Debt Principal Retirement	(118,058)	(40,902)	(41,506)	(42,707)	(44,691)	(48,767)	(48,840)	(48,840)
Interest and Fiscal Charges	(42,051)	(41,912)	(40,346)	(42,850)	(40,696)	(35,754)	(33,402)	(33,402)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 703,766	\$ 763,096	\$ 1,273,182	\$ 1,648,953	\$ 1,433,813	\$ 585,179	\$ 637,458	\$ 662,308
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 153,017	\$ 221,588	\$ 123,516	\$ 39,149	\$ 14,507	\$ 67,969	\$ 65,693	\$ 21,013
Fund Cash Balance Beginning of Fiscal Year	\$ 101,032	\$ 254,049	\$ 475,637	\$ 599,153	\$ 638,302	\$ 652,809	\$ 720,778	\$ 786,471
Fund Cash Balance End of Fiscal Year	\$ 254,049	\$ 475,637	\$ 599,153	\$ 638,302	\$ 652,809	\$ 720,778	\$ 786,471	\$ 807,484

Assumptions

	Actual			Forecasted				
	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027
Staffing/Enrollment								
Total Student FTE	384	342	320	313	318	320	325	330
Instructional Staff	22.00	22.00	22.00	22.00	22.00	22	21	21
Administrative Staff	4.00	4.00	4.00	4.00	4.00	4	3	3
Other Staff	3.00	3.00	3.00	3.00	3.00	3	3	3
Purchased Services								
Rent		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	54,321	46,712	75,638	79,100	80,000	80,000	85,000	86,000
Other Facility Costs	189,950	119,337	418,919	484,675	300,000	205,000	260,000	263,900
Insurance	-	-	-	-	-	-	-	-
Management Fee	3,304,688	2,918,803	3,439,219	3,692,981	3,733,904	3,119,500	3,138,360	3,383,630
Sponsor Fee	85,099	127,039	72,956	118,000	125,000	130,000	130,000	135,000
Accounting Fees	13,312	6,800	-	1,000	1,000	1,000	1,000	1,015
Contingency	-	-	-	-	-	-	-	-
Transportation	8,746	14,595	12,168	28,980	16,000	16,500	17,000	17,255
Legal	5,923	-	9,990	11,000	6,000	6,000	6,000	6,090
Marketing	10,045	17,290	17,983	20,000	10,000	10,000	10,000	10,150
Consulting	65,870	41,029	10,000	80,000	80,000	80,000	80,000	81,200
Professional Development	82,640	36,809	59,201	73,085	75,000	80,000	80,000	81,200
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	366,362	364,401	333,835	362,700	365,000	370,000	375,000	380,625
Technology Services	-	58,392	12,579	32,800	50,000	50,000	50,000	50,750
Food Services	140,470	34,889	183,331	168,000	195,000	195,000	198,000	200,000
Other	200,669	43,421	70,439	22,679	25,000	25,000	25,000	25,375
Total	4,528,095	3,829,517	4,716,258	5,175,000	5,061,904	4,368,000	4,455,360	4,722,190
Financial Metrics								
Debt Service Payments	\$ 160,109	\$ 82,814	\$ 81,852	\$ 85,557	\$ 85,387	\$ 84,521	\$ 82,242	\$ 82,242
Debt Service Coverage	1.49	3.68	2.51	1.46	1.17	1.80	1.80	1.26
Growth in Enrollment	0.00%	-10.94%	-6.43%	-2.19%	1.60%	0.63%	1.56%	1.54%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-100.00%
Growth in Operating Receipts	0.00%	-14.03%	8.82%	0.59%	5.10%	2.05%	1.99%	2.10%
Growth in Non-Operating Receipts/Expenses	0.00%	8.43%	66.84%	29.51%	-13.05%	-59.19%	8.93%	3.90%
Days of Cash	0.02	0.06	0.10	0.11	0.12	0.14	0.15	0.16

Fiscal Year 2023-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 890,475	\$ (890,475)	\$ (206,133)	\$ -	Huntington
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 890,475	\$ (890,475)	\$ (206,133)	\$ -	

Assumptions Narrative Summary

1) Enrollment Trends

Assumes enrollment of 313-330 students in FY 23 through FY 27 of the forecast.

2) Staffing levels

For FY2023, a minimal increase is projected. Employees are paid out of both general and federal grant funds. Staff is purchased service from the Graham School (TGS). Staffing levels and salary amounts are projected steady with minimal increases(1-3%) for FY 2023-2027. ESSER II, and ARP funds are projected to be spent in part to continue employment of current and additional staff. □

Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, The School provides health insurance coverage to its staff. Benefits are projected to be between 29% to 30% of salaries for FY 2023– FY 2027. Costs are purchased service from TGS.□

- 3) Service levels Will be servicing Students K-8
- 4) State foundation and funding Assumes small increases in funding from prior years for base foundation due to increase of students (which includes payments for facilities, and spec ed) for FY 2023 with minimal increases beyond. However, The school was approved for a High Performing funding for FY 2020 and FY 2021 in the amount of \$573,000 for both years. The school only received 60% of this (\$348,603) for FY 2021 due to reduced state funding levels. The school qualified for FY 2022 and FY 2023 as well and received \$519,000 in FY 2022 and \$368,530 in FY 2023.
There was a new funding for Wellness and Student Success approved by the state for FY 2020 and 2021 that is reflected under state grants. This funding was included in Economic Disadvantage after this.
- 5) Federal Grants The school received a four year School Quality federal grant (\$75,000 - \$150,000) that is reflected in the forecast. Grant expenditures are reflected in purchased services and supplies as necessary. This grant was approved in FY 19. There was CARES Act funding awarded for FY 21 for COVID-19 related costs. There were two additional rounds of emergency funding approved for COVID-19 related costs that are projected to be received and spent in FY 2022-FY 2024. The school may carryover spending into FY 2025 as necessary.
- 6) Other receipts Is based on income generated from donations and private grants. There was a 2 Year \$75,000 loan received in FY 20 for roof repairs. The Board approved to repay this loan during FY 2020.
- 7) Operating Disbursements A minimal increase (2-4%) is projected for FY 2022 - FY 2026, with the exception of grant and COVID relief funding expenditures. The purchased services line item includes management fees to The Graham School. This amount fluctuates in the forecast based on anticipated revenues since the management fees are 95% of net income.
- 8) Debt School issued a mortgage debt in FY 2017 in the amount of \$1,080,000 at 4.55% interest with a balloon payment due in 2027. Payments per month are \$6,862 per month. There is a plan to refinance this debt in the upcoming year.
- 9) Purchased Services See note above detailing purchased services projections.
- 9) Other objects All other fees per the USAS manual are included.
- 10) Other assumptions TGS acts as a EMO for GEMS. Per the contract, TGS receives a base fee of three (3) percent up of sister schools state revenues. TGS also receives up to ninety-five (95) percent of sister school's qualified revenues, after required direct expenses are paid.