

**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, 2024 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”) whose 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 “[w]ith 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, has 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 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.
  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. Each member of the GOVERNING AUTHORITY shall have completed training on an annual basis on the Ohio public records and open meetings laws.
- E. The names of the voting members of the GOVERNING AUTHORITY are as follows:
- Joyce Swayne-President  
Kitty King  
Ari Pompas  
Marci Ryan  
Rayshawn Wilson

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, 2024 and continuing through June 30, 2027. The parties acknowledge that the SPONSOR's current sponsorship agreement with the Ohio Department of Education and Workforce (DEW) expires in 2028 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 SPONSOR 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/Performance Framework). The SPONSOR will meet with Board representation annually 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/ Performance Framework 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 contract with the GOVERNING AUTHORITY. Nothing herein shall obligate the SPONSOR to approve a renewal application.

Per Sections 3314.03 and 3314.07(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 East 16<sup>th</sup> Street, 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 DEW 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 a 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 DEW 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 "non-classroom-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)).
  6. Provided that the SCHOOL is not an internet- or computer-based community school as defined in section 3314.02 of the Revised Code and/or has not made a blended learning declaration, no later than the first day of August of each school year, the GOVERNING AUTHORITY shall adopt a plan to provide instruction via online delivery in order to make up hours in that school year for which it is necessary to close the SCHOOL for disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the SCHOOL's operation, damage to the SCHOOL's building or other temporary circumstances due to utility failure rendering the SCHOOL's building unfit for use. Such plan will comply with the requirements of section 3313.482.
- 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, 3302.037, 3313.472, 3313.50, , 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 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 3313.7117, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, , 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 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, 3322.20, 3322.24, 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.

- K. 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 insure 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.
- L. The GOVERNING AUTHORITY will comply with section 3302.04 and 3302.041 of the Revised Code, 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.
- M. 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 in accordance with sections 3319.39 and 3319.391. The SCHOOL shall not hire, or shall release from employment as applicable, any person who does not receive a criminal records check for that person that is favorable, both under the law and to the SCHOOL, from the BCI, as well as the FBI where applicable. This requirement also applies to all GOVERNING AUTHORITY members.
- N. Upon request of the SPONSOR, the GOVERNING AUTHORITY shall provide proof of liability insurance or coverage, BCI and FBI record checks of all staff and GOVERNING AUTHORITY members, and valid



certification/licensure/registration of relevant staff, including but not limited to teachers and pupil services personnel. Proof of certification/licensure/registration shall be satisfied by the GOVERNING AUTHORITY's providing to the SPONSOR any valid certificates/licenses/registrations issued by the State Board of Education.

- O. 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.
- P. 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/ Performance Framework (Exhibits I and IV), any other contract reference to achievement standards and such other standards required by law or recommended by the SPONSOR.
- Q. 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.
- R. 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.
- S. 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.

- T. 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).
- U. 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.
- V. 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. If the SCHOOL uses a nine (9) passenger van, as described in R.C. 4511.76 (F), to regularly transport students to the SCHOOL, the SCHOOL shall ensure compliance with the requirements of R.C. 4511.76 (G).
- W. Educational Program
  - 1. The SCHOOL of this GOVERNING AUTHORITY shall operate in substantial compliance with its "Educational Plan", and Assessment and Accountability Plan/ Performance Framework, which are available to the SPONSOR. The Educational Plan contains the education program of the school, including the school's mission, the

characteristics of the students the school is expected to attract, the ages and grades of its students, and the focus of the curriculum; admission standards; dismissal procedures; the ways by which the school will achieve racial and ethnic balance reflective of the community it serves; the instructional program and educational philosophy of the school; the school calendar; and the graduation requirements (if the SCHOOL serves high school students). Said Educational Plan is attached hereto as Exhibit I and is incorporated by reference as if fully written herein. The Assessment and Accountability Plan/Performance Framework contains a) the academic goals to be achieved and the method of measurement that will be used to determine progress toward those goals (by both the SCHOOL and the SPONSOR), which shall include but are not limited to statewide achievement assessment; and b) the performance standards, including but not limited to all applicable report card measures set forth in section 3302.03 or 3313.017 of the Revised Code, by which the success of the SCHOOL will be evaluated by the SPONSOR. The Assessment and Accountability Plan/Performance Framework is Exhibit IV and also notes achievement standards. Any changes to the Educational Plan or Assessment and Accountability Plan/Performance Framework 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, 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 Governing Authority 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 requirements in section 3313.6027 and 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 under Division (J)(3) of section 3313.603 of the Revised Code.

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 (Exhibit I). 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 nondiscrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms and promotional materials. In order to achieve the racial and ethnic balance reflective of the community it serves, the SCHOOL shall take the following steps:
  - i. 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.
  - ii. The demographic breakdown will include percentages by race, ethnicity and gender of the students enrolled in the SCHOOL.
  - iii. 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.
  - iv. The annual demographic breakdown will use recent statistics each year.

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 DEW 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(W)(4)(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(W)(4), 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 Director of Education and Workforce 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 contained in the SCHOOL's Educational Plan (Exhibit I).
6. The GOVERNING AUTHORITY shall comply with the dismissal procedures set forth in the Educational Plan (Exhibit I).
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 (30<sup>th</sup>) 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 DDEW, 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.
11. The GOVERNING AUTHORITY will ensure the following:

- a. If the SCHOOL serves any students in grades kindergarten through six, the Governing Authority shall adopt curriculum for those grades that includes annual developmentally appropriate instruction in child sexual abuse prevention, including information on available counseling and resources for children who are sexually abused. The SCHOOL's instruction and information provided shall not be connected in any way to any individual, entity, or organization that provides, promotes, counsels, or makes referrals for abortion or abortion-related services. Upon written request of the student's parent or guardian, a student shall be excused from taking instruction in child sexual abuse prevention.
- b. If the SCHOOL serves any students in grades seven through twelve, the SCHOOL shall adopt curriculum for those grades that includes developmentally appropriate instruction in sexual violence prevention education, except that upon written request of the student's parent or guardian a student shall be excused from taking instruction in sexual violence prevention.
  - i. If the parent or legal guardian of a student less than eighteen years of age who is attending the SCHOOL submits to the principal a written request to examine the sexual violence prevention education instruction materials used at that SCHOOL, the principal, within forty-eight hours after the request is made, shall allow the parent or guardian to examine those materials at that SCHOOL.
- c. The SCHOOL shall notify the parents and legal guardians of students who receive instruction related to child sexual abuse prevention and sexual violence prevention of all of the following:
  - i. That instruction related to child sexual abuse prevention and sexual violence prevention is a required part of the SCHOOL's curriculum;
  - ii. That upon request, parents and legal guardians may examine such instructional materials within forty-eight hours of making a request to the principal;
  - iii. That upon written request of the student's parent or guardian, a student shall be excused from taking



instruction in child sexual abuse prevention and sexual violence prevention.

12. The GOVERNING AUTHORITY shall ensure the SCHOOL complies with section 3313.6028 of the Revised Code [literacy curriculum], and uncodified Section 265.330 [literacy improvement], including that:
  - a. The SCHOOL uses core curriculum and instructional materials in English language arts and evidence-based reading intervention programs only from lists established by DEW that are aligned with the science of reading and strategies for effective literacy instruction.
  - b. The SCHOOL does not use any core curriculum, instructional materials, or intervention program in grades pre-kindergarten to five that use the three-cueing approach to teach students to read, unless the SCHOOL obtains a waiver on an individual student basis from DEW or the student's individualized education program explicitly indicates the three-cueing approach is appropriate for the student's learning needs.
  - c. The SCHOOL requires all teachers and administrators to complete professional development in the science of reading and evidence-based strategies for effective literacy provided by DEW or otherwise meets the requirement by having completed similar training, as determined by DEW. The SCHOOL shall pay a stipend to each teacher who completes an appropriate professional development course as prescribed by law and apply to DEW for reimbursement of the cost of the stipends in the manner prescribed by DEW.
  - d. The SCHOOL participates in a DEW survey and provide information requested by DEW on the core curriculum and instructional materials in English language arts in grades pre-kindergarten through five and the reading intervention programs in grades pre-kindergarten through twelve that are being used by the SCHOOL, as applicable.

## X. 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 a 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 DEW 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 (Exhibit II). 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 Governing Authority 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 DEW 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 DEW for the school year; 3) if the Contractor has been overpaid based on the SCHOOL's final FTE as determined by DEW, 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.

Y. 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 DEW 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. 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.

Z. Governance and Administrative Plan

1. The management and administration 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) is otherwise authorized to teach in accordance with Ohio law and to be compensated for teaching services pursuant to R.C. 3319.36 and any other applicable laws. 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. The requirement of certification or licensure may be fulfilled by obtaining either a teaching certificate/license or temporary teaching certificate/license issued by the State Board of Education.

Pursuant to Revised Code sections 3314.104 and 3314.03(A)(10)(b), the SCHOOL shall not employ an individual in any position if the State Board of Education permanently revoked or permanently denied the individual a license under section 3319.31 of the Revised Code or if the individual entered into a consent agreement under division (E) of section 3319.311 of the Revised Code in which the individual agreed never to apply for a license after the date on which the agreement was entered into.

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 (Exhibit III).
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 (Exhibit III).
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 that the GOVERNING AUTHORITY is reasonably aware of.
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 voting on, recommending, deliberating on, or discussing any decision, or formally or informally lobbying 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.

AA. 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 (Exhibit I), the Assessment and Accountability Plan/Performance Framework (Exhibit IV), 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 within four months after the end of each school year an annual report of its financial status, as well as activities and progress in meeting academic goals as contained in the Educational Plan (Exhibit I) and/ or the Assessment and Accountability Plan//Performance Framework (Exhibit IV), and the performance standards as contained in the Assessment and Accountability Plan//Performance Framework (Exhibit IV) to the SPONSOR, the parents of all students enrolled in the SCHOOL.

BB. 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.

CC. 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.

- DD. If the SCHOOL operates a preschool program that is licensed 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 under section 3301.53 of the Revised Code.
- EE. 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.
- FF. 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].
- GG. If the SCHOOL receives student wellness and success funds as described in section 3317.26 of the Revised Code, or disadvantaged pupil impact aid spending (DPIA) funds as described in section 3317.25 of the Revised Code, the SCHOOL shall develop a plan and spend those funds in accordance with these statutes and any relevant regulations or guidance.

#### **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 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, is attached as Exhibit VI, and is incorporated by reference herein as it exists on the effective date of this Contract. The ESC Guidance can be found at <https://www.escco.org/CommunitySchoolSponsorship.aspx>. To the extent provisions may be added or amended from time-to-time by the SPONSOR after the effective date of this Contract to comply with state law or directives or official guidance from the DEW, such provisions are also incorporated into the Contract by reference. The ESC Guidance will also be linked to the SCHOOL's website.

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/Performance Framework, 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 on-site reviews of the SCHOOL and its operation, including its educational, financial, governance and accountability aspects, to meet its obligations under section 3301-102-05 of the Ohio Administrative Code and Sponsor Quality Practices.
- F. 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, the SPONSOR shall also conduct at least one pre-opening site visit not later than ten (10) days

prior to the beginning of school to provide assurances to DEW as required by section 3314.19 of the Revised Code.

The Performance Framework, which includes the Contract Performance Measures set forth in Article V, Paragraph (S) below, 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 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. This report is presented to the SCHOOL’s GOVERNING AUTHORITY, SCHOOL leadership and to the parents of students enrolled in the community school annually.

- G. The SPONSOR shall report, on an annual basis, the results of any evaluation of the SCHOOL conducted under this section to DEW 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. 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:
  - 1. The then current Closing Procedures issued by the DEW, attached as Exhibit V, <https://education.ohio.gov/getattachment/Topics/Community-Schools/Guidance-Documents-Webinars-and-Presentations/Community-Schools-Suspension-and-Closing-Procedures.pdf.aspx?lang=en-US>, and the Suspension and Closing

Assurance Form, attached as Exhibit V-1, <https://education.ohio.gov/getattachment/Topics/Community-Schools/Guidance-Documents-Webinars-and-Presentations/Suspension-Closing-Assurance-Template.xlsx.aspx?lang=en-US>, which, as they may be amended from time-to-time, are 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, 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 VI;
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 oversee 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 DEW to assume the sponsorship of the SCHOOL in accordance with the provisions of division (C) of section 3314.015 of the Revised Code. The SPONSOR shall timely notify the SCHOOL of all communications from DEW 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 DEW 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 Marshal and extant health and safety codes.
- O. The SPONSOR shall meet with the GOVERNING AUTHORITY or the SCHOOL's fiscal officer and review the financial and enrollment records of the SCHOOL at least monthly and assist in compliance with all applicable laws, rules and regulations. The SPONSOR shall provide the GOVERNING AUTHORITY and the SCHOOL's fiscal officer with a written report regarding the review. Copies shall also be furnished on a monthly basis as required by law.
- 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 with responsibility for fiscal operations or authorization to expend money on behalf of the school.
- Q. 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 (Exhibit VI) (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 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; or 3) demonstrates the SCHOOL’s progress over the contract term.

R. “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);
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.
- S. The Performance Framework, contained in the Assessment and Accountability Plan/Performance Framework, Exhibit IV hereto, will be utilized in in the renewal process as a portion of the high-stakes review of the SCHOOL.
- T. 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. 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;
  3. analyze the data collected against the SCHOOL's contractual targets;
  4. evaluate the overall performance of the SCHOOL based on the outcomes of its data analysis;
  5. 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;

6. 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.).
- U. 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.
- V. The Performance Framework, contained in the Assessment and Accountability Plan/Performance Framework, Exhibit IV hereto, will be utilized in in the annual review of the SCHOOL.
- W. As part of its 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(Exhibit VI). 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 105-17, 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 academic goals and performance standards described in 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 public health and safety officials inspect the facilities of the SCHOOL, such officials have the authority to order the facilities closed for noncompliance.
2. 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. If the SPONSOR fails to take such action, DEW may take such action.
3. 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.
4. 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 Reasons for Suspension**

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 academic goals and performance standards described in 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 DEW. 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 academic goals and performance standards described in 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 DEW, shall be used for nonprofit educational purposes, and (ii) remaining funds received from DEW shall be returned to DEW.

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 DEW 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 guidance published by DEW, which correspond thereto.

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

The GOVERNING AUTHORITY further recognizes the authority of the DEW to take over sponsorship of the SCHOOL in accordance with Section 3314.015 (C) of the Revised 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 and Workforce and/or the State Board 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 GOVERNING AUTHORITY.
- 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, DEW 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 (Exhibit VI) 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.

A. As of the effective date of R.C. 130.106, except with regards to matters related to the statutory powers and duties of the State Board of Education described in R.C. 3301.111, whenever the Contract and the ESC Guidance refer to “ODE,” the “Ohio Department of Education,” the “Department,” the “State Board of Education,” or the “Superintendent of Public Instruction,” such references shall be deemed to refer to the Department of Education and Workforce or the Director of Education and Workforce, whichever is appropriate in context.

**SPONSOR**

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

By: (Signature) *Thomas L. Goodney*

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

Title: Superintendent

Date: March 22, 2024

**GOVERNING AUTHORITY**

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

By: (Signature) *Gregory C. Brown*

Print name: Gregory Brown

Title: Superintendent

Date: April 15, 2024



**RESOLUTION TO APPROVE  
COMMUNITY SCHOOL SPONSORSHIP CONTRACTS**

Approved the following resolution to renew a Community School Sponsorship Contract.

Approved a 3-year renewal of the School Sponsorship Contract, as presented, between the Educational Service Center of Central Ohio and the Graham Elementary and Middle School, effective July 1, 2024 through June 30, 2027; and authorized the Superintendent to sign the contract.

***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 22, 2024 at a duly called regular meeting of said Board.



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

**The Graham Elementary & Middle School  
Board Resolution 473.0**

**Approval of FY25 – FY27 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 FY25 – FY27 Community School Sponsorship Contract with the Educational Service Center of Central Ohio.

*Approved by The Graham Elementary & Middle School Board:*

4/15/24  
Date



\_\_\_\_\_  
Joyce Swayne  
President

## FACILITIES ADDENDUM

- I. A detailed description of each facility used for instructional purposes including address(es): GEMS is housed in a three story historical building in the OSU area. The address is 140 E. 16<sup>th</sup> Ave. Columbus, OH 43201.
  
- II. The annual costs associated with leasing each facility that are paid by or on behalf of the SCHOOL: NA
  
- 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 approximately \$109,000 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



## **GEMS/ESCCO 24-27 Contract Exhibit I**

### **Educational Plan**

#### **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**

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 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 include supporting extracurricular activities, chaperoning fieldwork, acting as experts to support learning expeditions, and involvement in the Family-Teacher Organization and Family Crew.

### **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 serves a wide range of central Ohio students. There is an expectation that students and families will be attracted to the school's 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 complete the application, attend an enrollment information session and make an appointment for a family meeting. The purpose of the student and family meeting 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 meeting helps 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.



We seek a broad diversity of students to enroll in our schools from all over central Ohio. As a public charter school we must enroll anyone who is interested in attending as long as they have successfully completed the previous grade. During our recruiting season we advertise and market our school in a wide variety of areas and with a range of local partners as we seek racial and ethnic balance reflective of central Ohio. We encourage our current school community (families, students, teachers) to serve as community ambassadors, spreading the word about GEMS. Our school is unique with its emphasis on early college and draws students representing nearly every zip code.

### **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.



## **GEMS/ESCCO 24-27 Contract Exhibit II**

### **Fiscal Plan**

#### **Internal Financial Controls**

Graham Elementary and Middle School (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

#### **Policies Regarding Internal Financial Controls**

##### **GEMS Credit Card Policy Approved by the GEMS Board 4/26/21**

The Governing Authority realizes that as credit card use becomes increasingly common, clear rules must be established regarding their use. Accordingly, the following Policy is establishing what constitutes an acceptable use and states the procedures for using a credit card.

"Credit card" is defined to include credit cards and business check cards.

As used in this policy, a "credit card account" means any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or to transact with the account, and any debit or gift card account related to the receipt of grant moneys. "Credit card account" does not include a procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the card account.

Credit Card Agreements must be approved by the Executive Director of Operations and the Treasurer.

The Executive Director of Operations shall serve as the Compliance Officer for the credit cards and shall review the following on a quarterly basis and report any changes to the Governing Authority: the number of cards issued, the number of active cards issued, the cards' expiration dates and credit limits. The monthly invoices, along with supporting documentation, will be sent to the Board President and Treasurer for their review and approval. Only the Executive Director of Operations and any employee pre-authorized by the Executive Director of Operations to use the School's credit card may do so.

The School name must appear on the credit card and checks related to a credit card account.

#### **Acceptable Purposes**

Credit Card purchases must be limited to those purchases made for the School's benefit and for an acceptable purpose. Acceptable purposes are those that are approved by the Governing Authority and include the following:

- transportation related expenses including: taxi fares, mileage, fuel, parking and other transportation expenses;
- accommodation expenses;
- conference/course registration fees;
- meal purchases including gratuity up to 20%;
- vendor purchases, where the vendor refuses to accept other forms of payment;
- student trip expenses, provided the use is necessary, preapproved by the Executive Director of Operations, and properly budgeted; and
- any other use that is deemed appropriate and acceptable by the Executive Director of Operations.

#### Unacceptable Purposes

Individuals are prohibited from making unacceptable purchases. Unacceptable purchases include, but are not limited to the following:

- cash advancements/disbursements, unless approved;
- the purchase of alcoholic beverages, tobacco products, and any related gratuity;
- personal expenses not otherwise permitted under this Policy; and
- any purchases that are not approved and/or are consistent with this policy.

If any individual uses a credit card in an unacceptable purchase, the employee will be held financially responsible for paying the expenses and any interest incurred. Furthermore, any employee or other representative that makes unacceptable purchases may be subject to disciplinary action and may have his/her credit card privileges revoked. Additionally, anyone who knowingly uses a credit card account for expenses beyond those authorized by the Governing Authority is guilty of misuse of credit cards.

Additionally, the School prohibits the use of debit cards except for debit card accounts related to the receipt of grant money. If an individual uses a debit card for any other purpose, s/he shall be guilty of the criminal offense of misuse of credit cards.

#### Tax Exemption Forms.

As a tax-exempt entity, the School does not pay State or local taxes regarding any purchase made pursuant a School purpose. All purchases on behalf of the School shall inform the merchant that the purchase is for "Official School Business" and that the purchase is tax exempt. If the merchant refuses to waive the State and local taxes, the purchaser is required to present a tax exemption form to the merchant. If the merchant still refuses to waive the State and local taxes after presenting the form, the purchase may still be made.

All authorized persons are required to carry a sufficient number of tax exemption forms so that such a form can be presented to any merchant who refuses to waive State and local taxes regarding the sale. Tax exemption forms may be obtained from the Business Office.

#### Credit Card Use Procedures

All School employees and other representatives shall strictly adhere to the following rules and guidelines.

- All requests for the use of a credit card shall be submitted, in writing, to the Executive Director of Operations, and shall include the purpose of the request, date needed, and the date the credit card will be returned. Upon approval granted to an employee to use a credit card, the Executive Director of Operations shall maintain a system for signing out credit cards to employees for their use and purpose for the use of the credit card.
- The employee shall be responsible for the credit card's safe storage while the credit card is in his/her possession to avoid loss of the card and to avoid any unauthorized charges. If the card is lost or stolen, the employee shall immediately inform his/her immediate supervisor and the Executive Director of Operations. The Executive Director of Operations shall immediately notify the credit card company of a lost or stolen card and cancel the card. The Executive Director of Operations shall initiate the process for having a new credit card issued.
- The employee shall make every attempt to have the State and local taxes waived regarding a purchase, include notifying the merchant that the purchase is for "Official School Business" and presenting a tax exemption form.
- The employee shall return the credit card to the Executive Director of Operations as soon as they are finished with the credit card purchases or within one week, whichever comes first. Failure to return the credit card in a timely manner may result in the suspension or revocation of credit card privileges.
- Itemized Receipts: The employee shall request and maintain all itemized receipts and appropriate documentation regarding all purchases made with the credit card. All receipts and documentation shall be presented to the Executive Director of Operations or his/her designee as soon as reasonably practicable, but not later than five (5) days after the purchase. If the receipt is not presented within this time, the employee may be held liable for payment of the purchase, the associated interest and expenses.
- If the employee is terminated, resigns, or otherwise ends employment with the School, all credit cards shall be returned immediately and the former employee will be held liable for continued use.

#### Credit Card Management.

The Executive Director of Operations is responsible for storing all credit cards in a locked storage area. All credit card payments shall be made through the office of the Executive Director of Operations. The Executive Director of Operations shall monitor and reconcile all credit card activity each month. Credit Card activity shall be reported to and reviewed by the Treasurer on a monthly basis. The Executive Director of Operations shall set the credit card's maximum credit limit. As of the date of this policy, the school's maximum credit limit between all cards held in the school's name was \$27,000.

The Treasurer or his/her designee annually shall file a report with the Governing Authority detailing all rewards received based on the use of the School's credit card account.

#### **Deposits of Funds Policy** **Approved by the GEMS Board 8/12/09**

This policy is in accordance with Ohio Revised Code (ORC) § 9.38 and provides guidance for the depositing and safeguarding of funds at Graham Elementary and Middle School. It is the intent of this policy to ensure prudent business practices in the operation of GEMS and compliance with all legal requirements.



To assure compliance with Ohio Revised Code (ORC) § 9.38, all funds received by GEMS in the course of one (1) business day shall be totaled, regardless of category for deposit. If the total of all checks and cash received is less than one thousand dollars (\$1,000), the funds will be safeguarded in the office of the Business Administrator. These funds may be safeguarded for a maximum of three (3) business days, at which time they shall be deposited in the appropriate bank account.

If, at the conclusion of one (1) business day, the funds received to be deposited are in excess of one thousand dollars (\$1,000), a deposit of all monies shall occur on the next business day.

If, over the course of three (3) business days, additional funds are received and the total amount of money for intended deposit exceeds the one thousand dollar (\$1,000) limit, a deposit of all funds will occur on the next business day.

**Fixed Asset Policy**  
**Approved by the GEMS Board 9/20/10**

The Graham Elementary and Middle School Board authorizes the school's administration to oversee the inventory of all material owned by the school valued at more than one thousand dollars. The aforementioned material will be marked as belonging to the school and catalogued with the school's records.

**Policy on Overpayments to Vendors**  
**Approved by the GEMS Board 2/5/18**

This procedure outlines the means by which the School may collect any overpayments to vendors. For the purposes of this policy, an "overpayment" shall only refer to school funds paid to a vendor to which the vendor is barred from receiving pursuant to the terms of its contract. Subject to the plain meaning of the contractual terms involved, the intentions of the parties, and clear provisions in state law, an overpayment under contracts providing for fees based on a percentage of state funds "received" by the School will not occur in the event of a subsequent reduction in state funds based on a full-time equivalency review, a finding for recovery, or any fine, penalty, or attempt to recover a portion of state funds levied by a state or federal agency, unless the contract between the School and the vendor specifically provides otherwise. The School may specify further the meaning of the word "received" through negotiations with vendors and/or upon renewal of any contracts based on a percentage of revenues of the School, including but not limited to its community school contract, operator contract(s), or lease(s).

In the event of an overpayment, the School's Superintendent or Fiscal Officer will contact the vendor directly to negotiate repayment. If not addressed in the relevant contract, the default payment will be as follows:

- If less than \$50,000, one year via monthly payments.
- If more than \$50,000, two years via monthly payments.

The Superintendent may agree to a shorter or longer, or more or less frequent, repayment schedule in consultation with the Fiscal Officer of the School. In the event the vendor does not agree to repay any overpaid funds, the Superintendent should contact legal counsel to determine whether (1) such overpaid funds may be

withheld from future payments to the vendor, (2) legal action may be necessary, and/or (3) there are any other options for collection.

**Purchasing & Reimbursement Policy**  
**Approved by GEMS Board 3/18/19**

**Purchasing Procedures**

It is the policy of the Governing Board that when funds are available, all purchases, contemplated within the current budget and not subject to bid, be made in a manner that tends toward the insurance of maximum value for GEMS. All purchases that are within budgetary limits and were originally contemplated within the budget may be made upon authorization of the Superintendent, Dean or Business Administrator. Before the Business Administrator places a purchase order or approves an expenditure, he/she will assure whether sufficient funds exist in the budget. Upon the placement of a purchase order, the Treasurer shall commit the expenditure against a specific budget line item to guard against the creation of liabilities in excess of appropriations. The Governing Board may acquire office equipment as defined in law by lease, by installment payments, by entering into lease-purchase agreements or by lease with an option to purchase, provided the contract setting forth the terms of such a purchase shall not extend for a period of more than five years.

**Expense Reimbursements**

GEMS Staff have individual budgets that they are free to spend for needs within their particular area. The school's Business Administrator will inform all staff members of their respective budget amounts and will track all expenses within those accounts. All expenditures made on behalf of the school should be made by the school whenever possible. Any online orders can be sent to the school's business office for purchase with the school's account or credit card. When this is not possible, GEMS shall reimburse the expenses of employees in accordance with the policy of this Governing Board and in accordance with the following conditions:

1. Reimbursement shall be made only upon presentation of itemized and dated receipts for all expenses submitted for reimbursement. No reimbursement shall be made unless receipts are presented for all costs except mileage.
2. All reimbursed items are the sole property of GEMS and will remain at the school when the staff member is no longer employed by the school.
3. As the school is a non-profit, 501c3 organization, no taxes that an employee has paid for any school purchase will be reimbursed by the school.
4. Any coupons or reward points that may be used by an employee when making a school purchase will not be reimbursed by the school. The employee will only receive what was actually paid out for the purchase, minus any taxes paid.

## Expense Reimbursements for Professional Travel

Any staff member traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, circuitous routes (taking a round-about or lengthy route), delays or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable. Staff members will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel must be obtained by submitting expected costs to the school's Business Administrator. If a staff member travels without having prior approval of the travel, the request for reimbursement of expenses may be denied.

All travel arrangements for school business should be made and paid for through the school's business office whenever possible, where all care will be taken to incur the lowest possible expenses available at the time. If travel arrangements must be made and paid for by the individual, the following cost standards must be followed in order for the costs incurred to be eligible for reimbursement.

### Cost Standards

1. Transportation
  - a. Common Carrier – Travel by air, rail or bus must be at the lowest and best available rate.
  - b. Private Car – Mileage reimbursement will be at the current Board approved rate (\$.67/mile at this time).
  - c. Mileage is payable to only one of two or more employees traveling on the same trip and in the same vehicle.
  - d. Costs resulting from necessary parking will be reimbursed with receipt.
  - e. Costs resulting from traffic violations are not reimbursable.
  - f. Use of a rental car is not reimbursable unless pre-approved by the business administrator. The school will only reimburse at the economy rental rate unless otherwise approved (e.g. van for seven people).
2. Hotel
  - a. A single room (or double if sharing with another staff member) is the standard for reimbursement. A detailed original bill showing payment must be submitted for reimbursement or documentation of school credit card use. If the hotel/motel bill does not show payment, other proof of payment must be provided. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls of a business nature must be identified for reimbursement.
  - b. Safe arrival call – on extended travel (at least one night away from home), the staff member will be allowed one safe arrival telephone call to her/his place of choice, not to exceed five dollars (including hotel charges, if any). The staff member should identify the safe arrival call on the hotel bill.
3. Meals
  - a. An itemized and dated receipt must be submitted for each reimbursement meal or for documentation of school credit card use.
  - b. Meals will be reimbursed or paid for directly by the school at the rate of \$50 per day per staff member. Incidentals will be reimbursed or paid for directly by the school at the rate of \$30 per day per staff member. Incidentals are expenses for laundry, cleaning and pressing of clothing and

fees and tips for services, such as for porters, waiters, and baggage carriers. Use of meal and incidental allowance for purchase of alcohol is prohibited.

- c. Travel must occur during a reasonable mealtime for the meal expense to be reimbursed.
- d. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. If meals are included as part of registration, a staff member will not be reimbursed for a meal purchased during the time when the seminar is providing a meal.
- e. Meals paid for locally will only be reimbursed or paid for directly by the school if they are a part of a seminar or training registration or incurred while conducting business (i.e. lunch meeting with consultants). Locally is considered within 30 miles of the school.

#### 4. Miscellaneous Expenses

- a. Expenses incurred for fax copies, storage of baggage, telephone calls on official business, and rental of equipment for temporary meetings or office facilities necessary for the conduct of official business may be reimbursed. Such items must be itemized, receipted, and explained.
- b. Parking, bridge, highway and tunnel tolls, taxi fares, bus fares, etc. are reimbursable items if accompanied by original receipts.
- c. Any receipt that appears to be altered will not be reimbursed.

All receipts for charges on the school's credit card should be turned in to the school's business office as soon as the staff member returns from the trip. All receipts for reimbursement should be presented within thirty days after the conclusion of the trip. The school's travel reimbursement form must be completely filled out and must accompany the receipts submitted for reimbursement. Failure to submit receipts within sixty days can result in denial of travel expenditures. Staff members are personally liable for unauthorized expenses and any unpaid sums owed to the school by a staff member may be reimbursed to the school through a payroll deduction.

All expenditures will be audited for content, accuracy, reasonableness, and for acceptable supporting documentation. Any deviations from this policy must be approved in advance by the school's Business Administrator.

### **Disposition of School Property** **Approved by GEMS Board 10/25/21**

The Graham Family of Schools' Governing Boards recognize that most unused property of the Schools has value and that it may be practical to retain such property for a period of time. Once property is no longer needed for school purposes currently or in the future, it should be slated for disposal at the Superintendent's discretion.

The Graham Family of Schools' Governing Boards require the Superintendent to review the property of the Schools periodically and to dispose of that material and equipment which is no longer usable in accordance with the terms of this policy.

The Administration shall inspect the equipment used in the educational program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available;
2. repair records indicate equipment has no usable life remaining;
3. obsolete and/or no longer contributing to the educational program;

4. some potential for sale to staff; or
5. creates a safety or environmental hazard

The Superintendent is authorized to dispose of obsolete instructional and other property by selling it to interested staff members, by donation to appropriate parties, or by proper recycling/waste removal.

The Superintendent/designee will use reasonable efforts to re-use or re-purpose School property

Disposal of surplus property purchased with Federal funds shall be disposed of in accordance with Federal guidelines. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the School shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made in accordance with disposition instructions of the Federal awarding agency.

The Superintendent will devise a procedure for the selling of school property to interested staff members and that procedure will be attached to this board policy.

### **Procedure for Disposition of School Property**

Once the parameters of the TGFS Disposition of School Property Policy have been determined to be met, the following procedures will be followed when selling school property to current TGFS staff members.

- Item for sale must be at least five years old to be completely depreciated.
- Item for sale must be sold at the current Fair Market Value.
- If item for sale has currently been used solely by one staff member, that staff member will have the first option to purchase that item.
- School that originally purchased the item for sale will offer the item, via email from the dean, to that school's employees first before opening it up to the other two TGFS schools.
- Staff will have one week to submit their interest in purchasing the item for sale. If more than one staff member is interested, a lottery will determine the eligible staff member.



## **GEMS/ESCCO 24-27 Contract Exhibit III**

### **Governance and Administrative Plan**

#### **School Governance**

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."

## **School Organization**

Graham Elementary and Middle School (GEMS) is chartered by the state of Ohio and as such, is overseen by the Ohio Department of Education. Our sponsor is the Educational Service Center of Central Ohio (ESCCO). The GEMS Board of Directors provides governance. The school Treasurer is hired and supervised by the Board and works closely with the senior administrative team. GEMS is one of three public charter schools that share the same Superintendent and senior administrative staff. Officially The Graham School (TGS) is the Operator for The Charles School at Ohio Dominican University (TCS) and Graham Elementary and Middle School (GEMS). All employees for all three schools are employed by TGS and then assigned to the school in which they work daily. TGS, TCS, and GEMS have a contractual relationship outlining the details of this operating structure.

The Superintendent and senior administrative staff, known internally as TGFS Administration, collectively oversee all aspects of the school. This includes two Assistant Superintendents, Executive Director of Operations, Executive Director of Advancement, Executive Director of Business and Personnel Services, Director of Counseling and SEL, and Director of Career Pathways and IT. This group supervises and meets regularly with the school Deans who are charged with the day to day operation of the school. GEMS has four Deans which is an essential feature of our shared leadership model. The Deans hire and supervise all licensed staff (teachers/counselors/intervention specialists).

GEMS partners with EL Education, national experts in effective educational practice using an expeditionary model.

## **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**

As the Operator, The Graham School 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. The school provides medical, dental and vision insurance to full-time employees (those working a minimum of 30 hours per week) of the school. The school shall contribute 85 percent of the cost of this insurance with the employee contributing 15 percent of the cost. The Graham School will reimburse employees for half of the deductible charged by the provider and approved by Sidecar Health. All eligible employees are automatically enrolled in the School's group life insurance. Various other Supplemental coverages are available at the employee's cost.

The school participates in the Ohio Public Employees Deferred Compensation Program allowing employees to defer part of their compensation for investment purposes.

The Graham School Board agrees to "pick-up" the requisite percent of the school's eligible employee's individual contributions to the State Teachers Retirement System (STRS) stipulated in Section 3307.51 of the Ohio Revised Code, and authorized by Section 414(h)(2) of the Internal Revenue Code and the school's eligible employee's individual contributions to the School Employees Retirement System (SERS) stipulated in Section 3309.47 of the Ohio Revised Code, and authorized by Section 414(h)(2) of the Internal Revenue Code.

### **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.

**Disposition of employees in event contract is terminated or not renewed:** In the event the school is terminated or non-renewed, the disposition of employees is laid in the Exhibit V Closing Procedures also linked here [CLOSING PROCEDURES](#)

## **Exhibit IV**

### **Assessment & Accountability Plan/Performance Framework**

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) principles and standards 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 School Performance Rating
- Achievement
  - Component Rating
- Progress
  - Component Rating
- Gap Closing Component Rating: Annual Performance Goals
- Early Literacy (K-3) Component Rating
- Graduation Rate
  - Component Rating (All Schools)
  - 5 Year Graduation Rate (Non-DOPR Schools) (Not individually rated on state report cards beginning in 2021-2022 school year; Sponsor will assign points)

- Annual Graduation Rate: 4, 5, 6, 7 and 8 Year Rate (ONLY Pertains to Dropout Prevention and Recovery Schools)
- College, Career, Workforce, and Military Readiness Component Rating
  - (The overall component is not rated, and the measures are not individually rated; report only until at least 2024-2025 school year)
- The inclusion of the measures will be based on their report card release from the Ohio Department of Education and Workforce (DEW).
- 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 Rating of 4 or 5 Stars
- Meets Standard – Determined by Rating of 3 to 3.5 Stars
- Approaching Standard/Needs support to meet standards – Determined by Rating of 1.5 to 2.5 Stars
- Falls Far Below Standard/Needs significant support to meet state standards – Determined by Rating of 1 Star

\*The rating for dropout prevention and recovery schools will align to the report card for these schools.

- 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 goals 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. Agreed upon goals, and targets and metrics demonstrating School's progress in meeting the goals, will be attached to this Exhibit.
- 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 DEW 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 DEW 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 DEW 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 DEW 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 DEW, 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 DEW
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in future 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

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

*(Multiple years of data, including performance over the contract term, will be used where available, for some items, data may not be available for all years.)*

### **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
4-5 Stars DOPR - Exceeds	3 – 3.5 Stars DOPR - Meets	1.5 – 2.5 Stars DOPR - DNM plus 5% growth from previous year	1 Star DOPR - Does Not Meet

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

Overall School Performance Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022	Not rated in 2021-2022	Not rated in 2021-2022

Achievement: Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Progress: Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Gap Closing Component Rating: Annual Performance Goals		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Early Literacy (K-3) Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Graduation Rate: Component Rating (All Schools)		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

*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.)*



Annual Graduation Rate (Non-DOPR Schools)		
	5 Year	
	Rating/ Percentage	Points*
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

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%).

Annual Graduation Rate										
Rating Pertains to Dropout Prevention and Recovery Schools ONLY										
	4 Year		5 Year		6 Year		7 Year		8 Year	
	Rating	Points	Rating	Points	Rating	Points	Rating	Points	Rating	Points
2026-2027										
2025-2026										
2024-2025										
2023-2024										
2022-2023										
2021-2022										

College, Career, Workforce, and Military Readiness Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024	Not rated <sup>1</sup>	Not rated
2022-2023	Not rated <sup>1</sup>	Not rated
2021-2022	Not rated <sup>1</sup>	Not rated

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

### Comparison Component

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 the average of comparator schools.)

Comparison: Progress Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2026-2027	School					
	All					
2025-2026	School					
	All					
2024-2025	School					
	All					
2023-2024	School					
	All					
2022-2023	School					
	All					
2021-2022	School					
	All					
*Agreed Upon Schools:						

Comparison: Achievement Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2026-2027	School					
	All					
2025-2026	School					
	All					
2024-2025	School					
	All					
2023-2024	School					
	All					
2022-2023	School					
	All					
2021-2022	School					
	All					
Agreed Upon Schools:						

### Mission Specific Goals

Progress on meeting agreed upon yearly Mission Specific Goals with determined success rates.

*The mission specific goals, and the targets and metrics demonstrating the School's progress in meeting the goals, will be attached to this Exhibit IV/Performance Framework.*

Mission Specific Goal 1: School Goal & Rubric		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Mission Specific Goal 2: School Goal & Rubric		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Mission Specific Goal 3: School Goal & Rubric		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT**

\*The financial portion of the performance framework for the year indicated will be completed upon the release of the State Audit for the relevant year.

**Near-Term Measures**

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

### Sustainability Measures

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

**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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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.	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Education Requirements**

Is the school complying with applicable education requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>● Academic Program Assurances Instructional days or hours requirements</li> <li>● Graduation requirements</li> <li>● Promotion and Acceleration requirements</li> <li>● State of Ohio Standards</li> <li>● ELA curriculum selected from state</li> <li>● State Assessments</li> <li>● Implementation of mandated programming as a result of state or federal funding</li> <li>● On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		

2022-2023		
2021-2022		

**Students with Disabilities**

Is the school protecting the rights of students with disabilities?		
	<b>1 points</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• 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</li> <li>• Appropriate use of all available funding.</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

## English Learners

Is the school protecting the rights of English Learner (EL) students?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of EL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of EL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from EL services</li> <li>• Ongoing monitoring of exiting students</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

## Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• 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</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to the use of public funds</li> </ul>	
2026-2027		
2025-2026		
2024-2025		



2023-2024		
2022-2023		
2021-2022		

### Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Governance Requirements**

Is the school complying with governance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>● Board policies, including those related to oversight of an Education Service Provider (ESP)/management company, if applicable</li> <li>● Board Bylaws</li> <li>● Board Training</li> <li>● Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>● Code of Ethics</li> <li>● Conflicts of Interest</li> <li>● Board composition and/or membership rules</li> <li>● Compensation for attendance at meetings</li> <li>● On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Management Accountability – Applies only to schools with a Management Company**

Is the school holding management accountable, if applicable?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>● Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>● Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>	
2026-2027		
2025-2026		
2024-2025		

2023-2024		
2022-2023		
2021-2022		

### 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 ESCCO, DEW, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> <li>• Accountability tracking</li> <li>• Attendance and enrollment reporting</li> <li>• Compliance and oversight</li> <li>• Additional information requested by ESCCO</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

### 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"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• 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</li> <li>• Conduct of discipline</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		

2023-2024		
2022-2023		
2021-2022		

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. If applicable, on-time submission and completion of the corrective action plan.	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

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"> <li>● Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>● Food Service Inspections</li> <li>● Health and Wellness requirements</li> <li>● Inspections - fire, health and safety, etc.</li> <li>● Insurance</li> <li>● Other services</li> <li>● On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Is the school handling information appropriately?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state’s Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Additional Obligations**

Is the school complying with other obligations?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the Department of Education and Workforce</li> <li>• Requirements by other entities to which the charter school is accountable</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Did the school use required state approved curriculum in ELA?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	Does the school use core curriculum and instructional materials in English language arts and evidence-based reading intervention programs from lists established under division (B) of ORC 3313.6028?	
2026-2027		
2025-2026		
2024-2025		
2023-2024	Not rated	Not rated
2022-2023	Not rated	Not rated
2021-2022	Not rated	Not rated

*\*Added to Performance Framework with adoption of new contract July 1, 2024. No data on performance frameworks prior to 2023-2024. Beginning in 2024-2025.*

Did the school sufficiently address sponsor recommended actions?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	Sufficiently addressed recommendations from Academic Meetings, Site Visits, and/or Corrective Action Plans	
2026-2027		
2025-2026		
2024-2025		
2023-2024	Not rated	Not rated
2022-2023	Not rated	Not rated
2021-2022	Not rated	Not rated

*\*Added to Performance Framework with adoption of new contract July 1, 2024. No data on performance frameworks prior to 2023-2024. Beginning in 2024-2025.*

## **Exhibit IV**

### **Assessment & Accountability Plan/Performance Framework**

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) principles and standards 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 School Performance Rating
- Achievement
  - Component Rating
- Progress
  - Component Rating
- Gap Closing Component Rating: Annual Performance Goals
- Early Literacy (K-3) Component Rating
- Graduation Rate
  - Component Rating (All Schools)
  - 5 Year Graduation Rate (Non-DOPR Schools) (Not individually rated on state report cards beginning in 2021-2022 school year; Sponsor will assign points)

- Annual Graduation Rate: 4, 5, 6, 7 and 8 Year Rate (ONLY Pertains to Dropout Prevention and Recovery Schools)
- College, Career, Workforce, and Military Readiness Component Rating
  - (The overall component is not rated, and the measures are not individually rated; report only until at least 2024-2025 school year)
- The inclusion of the measures will be based on their report card release from the Ohio Department of Education and Workforce (DEW).
- 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 Rating of 4 or 5 Stars
- Meets Standard – Determined by Rating of 3 to 3.5 Stars
- Approaching Standard/Needs support to meet standards – Determined by Rating of 1.5 to 2.5 Stars
- Falls Far Below Standard/Needs significant support to meet state standards – Determined by Rating of 1 Star

\*The rating for dropout prevention and recovery schools will align to the report card for these schools.

- 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 goals 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. Agreed upon goals, and targets and metrics demonstrating School's progress in meeting the goals, will be attached to this Exhibit.
- 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 DEW 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 DEW 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 DEW 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 DEW 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 DEW, 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 DEW
- Professional development
- SST support
- On-site support
- Corrective action planning, and intervention where needed, as requested by the Sponsor
- Decrease in future 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

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

*(Multiple years of data, including performance over the contract term, will be used where available, for some items, data may not be available for all years.)*

### **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
4-5 Stars DOPR - Exceeds	3 – 3.5 Stars DOPR - Meets	1.5 – 2.5 Stars DOPR - DNM plus 5% growth from previous year	1 Star DOPR - Does Not Meet

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

Overall School Performance Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022	Not rated in 2021-2022	Not rated in 2021-2022

Achievement: Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Progress: Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Gap Closing Component Rating: Annual Performance Goals		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Early Literacy (K-3) Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Graduation Rate: Component Rating (All Schools)		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

*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.)*

Annual Graduation Rate (Non-DOPR Schools)		
	5 Year	
	Rating/ Percentage	Points*
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

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%).

Annual Graduation Rate										
Rating Pertains to Dropout Prevention and Recovery Schools ONLY										
	4 Year		5 Year		6 Year		7 Year		8 Year	
	Rating	Points	Rating	Points	Rating	Points	Rating	Points	Rating	Points
2026-2027										
2025-2026										
2024-2025										
2023-2024										
2022-2023										
2021-2022										

College, Career, Workforce, and Military Readiness Component Rating		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024	Not rated <sup>1</sup>	Not rated
2022-2023	Not rated <sup>1</sup>	Not rated
2021-2022	Not rated <sup>1</sup>	Not rated

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

### Comparison Component

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 the average of comparator schools.)

Comparison: Progress Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2026-2027	School					
	All					
2025-2026	School					
	All					
2024-2025	School					
	All					
2023-2024	School					
	All					
2022-2023	School					
	All					
2021-2022	School					
	All					
*Agreed Upon Schools:						

Comparison: Achievement Component Comparison vs Selected Comparators*						
		Rating - Points	4-5 Stars	3 Stars	2 Stars	1 Star
2026-2027	School					
	All					
2025-2026	School					
	All					
2024-2025	School					
	All					
2023-2024	School					
	All					
2022-2023	School					
	All					
2021-2022	School					
	All					
Agreed Upon Schools:						

### Mission Specific Goals

Progress on meeting agreed upon yearly Mission Specific Goals with determined success rates.

*The mission specific goals, and the targets and metrics demonstrating the School's progress in meeting the goals, will be attached to this Exhibit IV/Performance Framework.*

Mission Specific Goal 1: School Goal & Rubric		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Mission Specific Goal 2: School Goal & Rubric		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Mission Specific Goal 3: School Goal & Rubric		
	Rating	Points
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT**

\*The financial portion of the performance framework for the year indicated will be completed upon the release of the State Audit for the relevant year.

**Near-Term Measures**

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365 Source: Audited Balance Sheet and Income Statement			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

Debt Default: Is the school able to meet its debt obligations or covenants? Source: Notes to Audited Financial Statement			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

**Sustainability Measures**

Enrollment Variance: Sufficiency of revenues to fund ongoing operations Source: Projected Enrollment in the approved budget for the year vs. actual enrollment			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			

Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets Source: Audited Balance Sheet			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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
2025-2026			
2024-2025			
2023-2024			
2022-2023			
2021-2022			
2020-2021			



**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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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.	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Education Requirements**

Is the school complying with applicable education requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>● Academic Program Assurances Instructional days or hours requirements</li> <li>● Graduation requirements</li> <li>● Promotion and Acceleration requirements</li> <li>● State of Ohio Standards</li> <li>● ELA curriculum selected from state</li> <li>● State Assessments</li> <li>● Implementation of mandated programming as a result of state or federal funding</li> <li>● On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		

2022-2023		
2021-2022		

**Students with Disabilities**

Is the school protecting the rights of students with disabilities?		
	<b>1 points</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• 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</li> <li>• Appropriate use of all available funding.</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

## English Learners

Is the school protecting the rights of English Learner (EL) students?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of EL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of EL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from EL services</li> <li>• Ongoing monitoring of exiting students</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

## Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• 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</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to the use of public funds</li> </ul>	
2026-2027		
2025-2026		
2024-2025		

2023-2024		
2022-2023		
2021-2022		

### Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Governance Requirements**

Is the school complying with governance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>● Board policies, including those related to oversight of an Education Service Provider (ESP)/management company, if applicable</li> <li>● Board Bylaws</li> <li>● Board Training</li> <li>● Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>● Code of Ethics</li> <li>● Conflicts of Interest</li> <li>● Board composition and/or membership rules</li> <li>● Compensation for attendance at meetings</li> <li>● On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**Management Accountability – Applies only to schools with a Management Company**

Is the school holding management accountable, if applicable?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>● Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>● Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>	
2026-2027		
2025-2026		
2024-2025		

2023-2024		
2022-2023		
2021-2022		

### 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 ESCCO, DEW, and/or federal authorities, including but not limited to: <ul style="list-style-type: none"> <li>• Accountability tracking</li> <li>• Attendance and enrollment reporting</li> <li>• Compliance and oversight</li> <li>• Additional information requested by ESCCO</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

### 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"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• 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</li> <li>• Conduct of discipline</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		

2023-2024		
2022-2023		
2021-2022		

Is the school respecting employee rights?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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. If applicable, on-time submission and completion of the corrective action plan.	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

Is the school complying with health and safety requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>● Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>● Food Service Inspections</li> <li>● Health and Wellness requirements</li> <li>● Inspections - fire, health and safety, etc.</li> <li>● Insurance</li> <li>● Other services</li> <li>● On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

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"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state’s Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		

**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"> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the Department of Education and Workforce</li> <li>• Requirements by other entities to which the charter school is accountable</li> <li>• On-time submission and completion of the corrective action plan, if applicable</li> </ul>	
2026-2027		
2025-2026		
2024-2025		
2023-2024		
2022-2023		
2021-2022		



Did the school use required state approved curriculum in ELA?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	Does the school use core curriculum and instructional materials in English language arts and evidence-based reading intervention programs from lists established under division (B) of ORC 3313.6028?	
2026-2027		
2025-2026		
2024-2025		
2023-2024	Not rated	Not rated
2022-2023	Not rated	Not rated
2021-2022	Not rated	Not rated

*\*Added to Performance Framework with adoption of new contract July 1, 2024. No data on performance frameworks prior to 2023-2024. Beginning in 2024-2025.*

Did the school sufficiently address sponsor recommended actions?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	Sufficiently addressed recommendations from Academic Meetings, Site Visits, and/or Corrective Action Plans	
2026-2027		
2025-2026		
2024-2025		
2023-2024	Not rated	Not rated
2022-2023	Not rated	Not rated
2021-2022	Not rated	Not rated

*\*Added to Performance Framework with adoption of new contract July 1, 2024. No data on performance frameworks prior to 2023-2024. Beginning in 2024-2025.*



GEMS School 2024.2025

Mission Specific Goals

<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaching Standard</b>	<b>Falls Far Below Standard</b>
<b>≥ 50% of students 3-8 meet NWEA MAP annual growth target in Reading</b>	<b>35-49.9% of students 3-8 meet NWEA MAP annual growth target in Reading</b>	<b>20-34.9% of students 3-8 meet NWEA MAP annual growth target in Reading</b>	<b>&lt;20% of students 3-8 meet NWEA MAP annual growth target in Reading</b>
<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaching Standard</b>	<b>Falls Far Below Standard</b>
<b>≥ 50% of students 3-8 meet NWEA MAP annual growth target in Math</b>	<b>35-49.9% of students 3-8 meet NWEA MAP annual growth target in Math</b>	<b>20-34.9% of students 3-8 meet NWEA MAP annual growth target in Math</b>	<b>&lt;20% of students 3-8 meet NWEA MAP annual growth target in Math</b>
<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaching Standard</b>	<b>Falls Far Below Standard</b>
<b>≥ 50% of students 3-8 will have a favorable perspective in Grown Mindset, Self-Efficacy and Sense of Belonging measured by Panorama</b>	<b>30-49.9% of students 3-8 will have a favorable perspective in Grown Mindset, Self-Efficacy and Sense of Belonging measured by Panorama</b>	<b>20-29.9% of students 3-8 will have a favorable perspective in Grown Mindset, Self-Efficacy and Sense of Belonging measured by Panorama</b>	<b>&lt;20% of students 3-8 will have a favorable perspective in Grown Mindset, Self-Efficacy and Sense of Belonging measured by Panorama</b>



# Community Schools: School Suspension and/or School Closing Procedures

**Effective date: July 1, 2010**

**Revised: April 2023**

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

## Statutory Requirement for Closure

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. 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 operations 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 Form. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing responsibilities. **If a school's governing authority is no longer able or willing to fulfill its obligations 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:

- The suspension and closing procedures detailed in this document or the accompanying 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 should consult their legal counsel. Sponsors must submit a Suspension and Closing Assurance Form for each suspended or 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 Form as soon as possible after the suspension or closure of the school.

For all suspensions and closures, an estimated timeline for suspension and closure activities must be submitted to the Office of Community Schools. For mid-year suspension or closure, the estimated timeline must be submitted to the Office of Community Schools within 10 days of notification. In the case of suspension or closure at the end of the school year, sponsors shall submit an estimated timeline for suspension or closure activities to the Office of Community Schools, via Epicenter. When submitting the first quarterly suspension and closing assurances report, please ensure Column I is filled out with estimated dates of completion. Additionally, when submitting future quarterly suspension and closing reports, update Column I as needed.

The updated Suspension and Closing Assurance Form shall be submitted to the Office of Community Schools, quarterly, (July 1, or July 15 for newly closed schools, Oct. 1, Jan. 1 and April 1) via the Epicenter "Quarterly suspension and closing assurance reports" submission type while noting which activities are complete and identifying the date of completion for each item. Sponsors should continue to submit quarterly closing



assurance reports until all items on the form are complete and the suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the “Notes” column, a narrative explaining any delays. For items in which the sponsor believes is “non-applicable” to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

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

### **Additional Resources**

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

### **Submission Instructions**

Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports quarterly using the submission type: Quarterly Suspension and Closing Assurance Reports; and the (2) completed Suspension and Closing Assurance Form with its Certification tab using the submission type: Suspension and Closing Assurance Form. Upload the files 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 either the “Quarterly Suspension and Closing Assurance Reports” or the “Suspension and Closing Assurance Form.” Final closure assurance forms should be submitted by sponsors using submission type “Suspension and Closing Assurance Form.”
8. For Entities, select the appropriate school by checking the box next to the school’s name.
9. Enter the required information.
10. Click the 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 the completed spreadsheet.**

The OCS consultants 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 suspension or 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 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 included in an employee record folder. Staff records at the school do not include records of individuals employed by the operator or contractors.

### *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. [Find additional information](#) regarding state requirements. Federal records retention schedules are [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Form.



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

Should you have any questions, please contact your lead consultant or the Office of Community Schools at [Community.Schools@education.ohio.gov](mailto:Community.Schools@education.ohio.gov).

**Please note:**

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the “Notes”, column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.





## Instructions for Completing All Required Suspension/Closing Tasks

### Section A: Initial Notifications

1. **Notify the Office of Community Schools (OCS) that the school is being suspended, closed or non-renewed under 3314.07(B) or for other cause, or the school has taken action to initiate closure within required timelines.**
  - a. In the case of a sponsor suspending or terminating a school's operation during the school year, notify OCS that the school is suspending or closing within 24 hours of the action.
  - b. In any other case, notify OCS of the action within 10 days.
  - c. Submit the community school's board resolution via Epicenter, including the date of suspension or closing within 10 days of the action.
2. **Notify the Area Coordinator's office to schedule the student enrollment/FTE review.**
  - a. Notify area coordinator(s) of the school suspension or closure and schedule the final student enrollment/FTE review within three days of the action.
  - b. The treasurer/fiscal officer of the school and other applicable staff should familiarize themselves with the current FTE manual.
  - c. In the case of closure, non-renewal or termination for reasons other than those outlined in 3314.07(B), the sponsor shall request notice of intent regarding continued operation from the school no later than May 15 and provide the response via Epicenter to the Office of Community Schools within three days of receipt.
3. **Notify the resident districts of students enrolled in the school, and the Auditor of State's office of the school being suspended, closed or non-renewed; include the effective date of the suspension or closure.**
  - a. Notify the resident districts, for the students currently enrolled.
  - b. Notify the Auditor of State's office of the school suspension or closure.
4. **Notify STRS and SERS that the school is being suspended or closed.**
  - a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
  - b. Ensure STRS and SERS contributions are current and request a final reconciliation.
    - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
    - ii. For any other case, notify retirement systems no later than May 1.





## **Section B: Timeline of suspension or closure process**

- 1. Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
  - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances form with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
    - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
    - ii. In the case of suspension or closure at the end of the school year, include an estimated timeline when submitting the first quarterly suspension and closing assurances report.

## **Section C: Parent Notification**

- 1. Notification to parents of community school suspension or closure**
  - a. Notify parents that the school is suspending or closing through a formal letter from the school's Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
- 2. Provide each parent with the location to where the child's records are delivered.**
  - a. The notification must include, but not be limited to; address and phone number, department and contact information of the resident districts to where the records are being delivered to.
- 3. Provide each parent with the contact information of the school's sponsor.**
  - a. The notification must include the contact information of the school's sponsor.
- 4. Information meeting regarding educational options for students**
  - a. Notify parents of an informational meeting, where the school will present education options to students for enrolling in another community school, traditional school, or nonpublic school.
  - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

## **Section D: Staff Notification**

- 1. Notify the teachers and staff that the school is suspended or closing.**
  - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to, the reason for the suspension or closing of the school, and if applicable, the status of appeals or legal action. Additionally, in the case of a mid-year suspension or closure, provide a second notification to the teachers and staff no later than 7 days after the initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6)



description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

- b. In the case of nonrenewal under ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school, and if applicable, the status of appeals or legal action.
  - i. Additionally, in case of nonrenewal under ORC 3314.07 (B), provide a second notification to the teachers and staff no later than April 1 and include items 1-7 of section (D)(1)(a) above.
- c. In the case of nonrenewal for reasons other than ORC 3314.07(B), notify teachers and staff that the school is suspending operations or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school and the status of appeals or legal action.
  - i. Also, in case of nonrenewal for reasons other than ORC 3314.07(B), provide a second notification to the teachers and staff no later than May 1 and include items 1-7 of section (D)(1)(a) above.

**2. Notify teachers and staff that STRS/SERS contributions are current.**

- a. Include language in staff letter to assure staff that the contributions are kept current.

**3. Clarify COBRA benefits and when medical benefits end.**

- a. In the case of mid-year suspension or closure, school employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after.
- b. In the case of nonrenewal under 3314.07(B) the notification, described in section (D)(3)(a), shall take place no later than April 1.
- c. In all other cases, the notification shall take place no later than April 15.

**4. Notify staff of the obligation to continue instruction through the date of suspension or closure.**

- a. Notify teachers and staff that the school is suspending operations or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must reiterate their obligation to continue instruction through the date of suspension or closure.

**5. Ensure each faculty member's LPDC information is current and available to the teacher.**

- a. Provide each faculty member, in the case of a mid-year suspension or closure, with documentation that their LPDC information is current within five days of the action.
  - i. In the case of nonrenewal under 3314.07(B), notify the faculty no later than April 1.
  - ii. In all other cases, notify the teachers no later than April 15.

**6. Provide sponsor contact information to all staff.**

- a. See item (D)(1) above and include in the letter to teachers and staff must the sponsor contact information.

**7. Ensure all Resident Educator program documentation is current and available to affected teachers.**

- a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that their Resident Educator program information is current within 5 days of action.
  - i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
  - ii. In all other cases, ensure the resident education program documentation is current no later April 15.



## **Section E: Secure all school records, property, and assets.**

- 1. Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
  - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
  - b. If the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
  - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
    - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
    - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

## **Section F: Student Records**

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, 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; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

- 1. Ensure student records are in order and transcript materials can be provided immediately.**
  - a. Organize records by grade level and district of residence.
  - b. Student names and SSID must be displayed clearly.
  - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
    - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 2. Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
  - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
  - b. Scan or make a copy of each currently enrolled student's records.
  - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
  - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
- 3. Organize all withdrawn student files by district.**
  - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
  - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.



- 4. Organize all SPED files by district (separate from cumulative files)**
  - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
  - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.
  
- 5. If the school has graduated students, compile a list of the names and dates of all graduates, and provide digital or hard copies of transcripts.**
  - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
  - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
    - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
  
- 6. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
  - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
  - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
    - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*
  
- 7. If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**
  
- 8. Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the student's new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
  - a. Provide the district of residence with a printed list of all student records they are receiving.
  - b. Records must be placed in a box and arranged in alphabetical order.
  - c. Place a printed list of the student records on the outside of each box of records.
  - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
  - e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
    - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.
  
- 9. Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
  - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
  - b. Records must be placed in a box and arranged in alphabetical order.
  - c. Include a printed list of the special education student records inside of each box to ensure student confidentiality.



- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
  - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

**10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be placed in a box in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
  - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.



## **Section G: Financial Review and Notifications includes completing a review of the financial records within seven days of notice of suspension or closure.**

### **1. Compile List of Creditors and Debtors.**

- a. Compile a listing of Creditors. The list may include, but not be limited to, the following categories:
  - i. Contractors to whom the school owes payment.
  - ii. Lenders
  - iii. Mortgage holders
  - iv. Bond holders
  - v. Equipment suppliers
  - vi. Secured and unsecured creditors
  - vii. Persons or organizations who owe the school fees or credits.
  - viii. Lessees or sub-lessees of the school
  - ix. Any person or organization holding property of the school.
- b. Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors.

### **2. Notification to all Creditors**

- a. Solicit from each creditor a final accounting of the school's accrued and unpaid debt.
  - i. Compare the figures provided with the school's calculation of the debt and reconcile.
  - ii. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.
  - iii. Schools having elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of Unemployment Insurance Operations to determine unemployment insurance liability.

### **3. Notification to all Debtors**

- a. Contact all debtors and request payment.
  - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.
  - ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

### **4. Notification to vendors and termination of contracts**

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will be made.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g.,2 copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.



## **5. Review of budget and cash balances to ensure funds through closure process.**

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions to closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

## **6. Terminate Operator (EMO/CMO) Agreement**

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
  - i. Request a final invoice from the operator and a final accounting of any retained school funds and the status of grant funds.
  - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
  - iii. The school and the operator agree when other services including business services will end.

## **7. Notify all funding sources, charitable contributors, grants, etc.**

## **8. Final Reporting of all EMIS items (staff, student, and fiscal)**

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

## **9. Preparation of year-end financial statements**

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:
  - i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
  - ii. List of investments in paper (hard copy) format.
  - iii. List of all payables and indicate when a check to pay the liability clears the bank.
  - iv. List of all unused checks (collect and void all unused checks).
  - v. List of any petty cash.
  - vi. List of bank accounts, closing the accounts once all transactions are final.
  - vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
  - viii. Lists of all accounts receivable.
  - ix. List of assets and their disposition





## 10. Establish approved order of Vendors to be Paid.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, and any other non-federal dollars to pay creditors in the following order:
  - i. Retirement funds of employees of the schools, such as 401Ks.
  - ii. STRS/SERS retirement systems teachers and staff.
  - iii. Teachers and staff salaries.
  - iv. Unemployment insurance, if applicable.
  - v. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs.
  - vi. Any remaining funds are to be paid to the Department of Education.

## Section H: Disposition of Assets

### 1. Establish a comprehensive Asset listing for the school by fund.

- a. The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish a check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.
  - i. *NOTE: ORC 3314.0210, effective 02/01/2016, states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a community school under this chapter with state funds that were paid to the operator or management company by the community school as payment for services rendered, such property is property of that school and is not property of the operator or management company. When a community school permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.*

### 2. Separate Identification of Federal assets valued over \$5,000.

- a. Unless otherwise described below for the Public Charter Schools Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labeled on the disposition of assets record as having been purchased with federal dollars, along with the purchaser information (name of school or organization and contact).

### 3. Separate identification of Federal assets purchased with PCSP funds.

- a. The following tasks are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
  - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
  - ii. After the above steps have been taken, any remaining assets may be offered to any public- school district with documented board resolutions by the community school and the accepting district.
  - iii. Provide the Office of Community Schools with a written report of the property and, if





available, a bill of sale. Completion within 30 days of closure.

**4. Separate identification of Federal assets purchased with NSLP funds.**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
  - i. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

**5. Establish Fair Market Value**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).
  - i. *Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy also should be followed. If an asset has no market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.*
  - ii. As a best practice, sponsors are advised to periodically review the schedule of assets and accompanying value to ensure that records are up to date.
- b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

**6. Designation of Individual with legal authority for payment processing**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

**7. Board approved Disposition plan for assets**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

**8. Notification of Public Auction**

- 9. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure. Board resolution for assets transferred to another public school at no cost.**



- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must provide board resolutions and minutes of any assets transferred at no cost to another school. In the case of a mid-year closure, a plan for disposition of assets shall be completed within 14 days of notice or closure.

**10. Identify any Ohio Facilities Construction Commission guarantees.**

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

**11. Notify the Ohio Facilities Construction Commission of the closure.**

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

**12. Offer assets acquired from public districts back to district at Fair Market Value**

- a. Consistent with ORC Section 3314.051, the community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, shall offer real property acquired from a public-school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

**13. Prepare documentation on the sale of assets.**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must track the sale of items in addition to establishing a fair market value for each item and have supporting board resolutions for donation of items to another community, other public school, or nonprofit entity.

## **Section I: Final Payments and Adjustments**

**1. Final Payments to All Vendors**

- a. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).

**2. Completion of Final Audit**

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office. **(Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.)**

**3. Send Remaining Funds to ODE**

- a. Send all the remaining funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition. **(Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)**

**4. Close all Bank Accounts.**

- a. The treasurer shall direct all bank accounts to be closed.
  - i. Remaining checks shall be destroyed.



## Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
  - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
  - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to 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.
  - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
  - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is adopted, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
  - a. Name of the nonprofit corporation.
  - b. Address of the nonprofit corporation's principal office.
  - c. 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.
  - f. Provide additional information the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.

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
<b>A. Initial Notifications</b>	1	Notify the Office of Community Schools (OCS) that the school is being suspended or closing, nonrenewed under 3314.07(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>B. Timeline of suspension or closure process</b>	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					
<b>C. Parent Notification</b>	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					
<b>D. Staff Notification</b>	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					

<b>E. Secure the records, property and assets</b>	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					
<b>F. Student Records</b>	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					
	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					
<b>G. Financial records review and notifications</b>	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					
	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; The final audit identifies the amount of any remaining funds the school has at the time of the audit.	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of final audit					
	3.	Forward all remaining funds to the Ohio Department of Education; (Note: Sponsors are requested to verify that all funds remaining after outstanding liabilities are paid have been returned to the Department.)	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					

<b>Community School: School Suspension and/or School Closing Procedures</b>
Effective Date: July 1, 2010
Updated: <b>July 2023</b>
<b>Certification</b>
The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.
Community School Name:
Community School IRN:
Governing Authority Representative Name:
Governing Authority Representative Signature:
Date of GA Representative Signature:
Name of Sponsor:
Sponsor IRN:
Sponsor Representative Name:
Sponsor Representative Signature:
Date of Sponsor Signature:
The School's governing authority and the sponsor execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Community Schools.
<b>Please note: The Certification/signature tab must either include electronic signatures or printed for original signatures. If printed for original signatures, the certification page must be uploaded to Epicenter along with this completed spreadsheet.</b>





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**ESCCO Department of Community Schools Guidance**

**Background Information**

*(Background Information Sources--Department of Education and Workforce and Buckeye Charter School Boards, Inc.)*

**Ohio Charter Accountability  
Hierarchy**

DEW

SPONSORS / AUTHORIZERS GOVERNING  
AUTHORITY / BOARD SCHOOL OPERATOR

- *Ohio is the only state that refers to charter schools as community schools.*

***Community schools and charter schools are synonymous.***

- *This guidance document is subject to change. It is approved as the ESCCO's policy on an annual basis.*

**Roles (Training completed by November 30<sup>th</sup>)**

**Department of Education and Workforce (DEW) Responsibilities**

The Department's responsibilities fall into two distinct areas. First, the Office of School Sponsorship focuses on authorizing and providing oversight to the schools it sponsors. Second, the Office of Community Schools focuses on oversight of charter school sponsors (also referred to as "authorizers") and is assigned the following key responsibilities in that role:

- Approving and renewing sponsors
- Revoking sponsorship authority, as necessary

- Monitoring sponsor effectiveness
- Evaluating sponsor performance (based on an assessment of compliance, quality practices & school academic performance)
- Placing sponsors on probation, as necessary, and reviewing/approving related corrective action plans
- Reviewing all charter contracts between sponsors and school governing authorities for legal sufficiency
- Providing technical assistance to sponsors and schools
- Preparing annual community school report and distributing to key policy makers as required by law DEW/sponsor contracts. Most sponsors must enter into contracts with DEW – which specify the sponsor’s obligations.

### **Sponsor/Authorizer Responsibilities**

Ohio has numerous authorizer options available – districts, educational service centers (ESCs), state universities/designees, not-for-profit organizations and DEW. Under Ohio law, sponsors are assigned the following key responsibilities:

- Thoroughly vetting new school proposals and entering into initial contracts only with the boards of schools deemed likely to succeed
- Renewing (or non-renewing) school contracts based on a rigorous assessment of school performance and compliance
- Providing school oversight, monitoring, technical assistance, and intervention (when needed)
- Conducting annual site visits to schools during the school year and prior to opening each school year, and providing written assurances of compliance to DEW
- Meeting with schools’ boards, reviewing school financial and enrollment records on a monthly basis (and preparing written reports, made available to DEW upon request).
- Notify DEW of Sponsor’s determination to declare a community school to be on probationary status, to suspend the operation of the community school, or to terminate the community school contract, in accordance with applicable timelines
- Placing schools on probation, as necessary, and demanding corrective action plans to address issues of concern; removing schools from probation upon successful implementation of corrective actions
- Suspending operations of non-compliant schools. State law specifies many items that must be addressed in the contract between sponsors and school governing boards including the educational program (mission, student demographics and characteristics, and curriculum focus), academic goals (and method of measuring achievement), performance standards, admission standards, dismissal procedures, policy requirements, financial audit

requirements, facilities, teacher qualifications, insurance requirements, financial plan and budget, and more.

- All preliminary agreements, contract adoption resolutions, executed contracts, and any amendments must be filed with DEW within ten business days of execution and are available online at DEW's website.

(\*Conflict of Interest forms will be collected by the sponsor by September 30<sup>th</sup>.)

### **Community School Governing Authority Responsibilities**

Community school boards are not-for-profit entities that must have a minimum of five members. Prior to joining, candidates must pass a criminal background check and be free of conflicts of interest with the school. Community school board meetings are public and subject to state sunshine laws. Individuals are limited to serving on no more than five community schools boards at the same time (with certain exceptions as indicated in R.C. 3314.02). Key governing board responsibilities include:

- Oversight of all aspects of school operations and performance ensuring full compliance with state laws and all the requirements of the “charter” contract
- Fiscal management and accountability of public funds
- Submission of annual reports summarizing school activities, progress in meeting goals and performance standards, and financial status to sponsors and students’ parents/guardians -within four months of the end of each school year
- Adoption of administrative policies and procedures, as required by state law (and others appropriate to each individual school)
- Hiring, evaluating and, if necessary, terminating school leaders responsible for school operations and performance or contracting with a professional operator for the school
- Oversight of academics, curriculum, testing and all compliance with state requirements in regards to student achievement

*Governing authority/operator contract: A Board may enter into an agreement or contract with an individual or a management organization that will be responsible for day-to-day school operations-referred to below as school operator.*

### **School Operator Responsibilities (if applicable)**

Responsibilities and expectations are defined in each unique agreement or contract and may include any or all of these key responsibilities:

- Compliance with all applicable state laws and administrative rules
- Day-to-day school operations in compliance with charter contract
- Curriculum - from selection and implementation, to alignment with state standards

- Student growth and achievement measurements - including administration of all state-mandated and other testing
- Special education services -- in full compliance with state/federal rules and laws
- Student services – from health, counseling and social services, to coordination of student transportation
- Personnel/HR management – from recruitment/hiring, retention, discipline, professional development and training, to ensuring appropriate certifications and other qualifications
- Communication with stakeholders – from students, parents/guardians and staff, to the board and local community and Sponsor
- Budgeting and fiscal management
- Facilities and food service management
- Technology
- Security

### **ESCCO SPONSORED SCHOOLS**

As stated earlier, an ESC can serve as sponsor in Ohio. The ESCCO currently provides sponsorship for the following schools:

Early College Academy (Columbus) – Drop-out prevention and recovery school serving high school students. Contract expires in 2024.

Graham Elementary and Middle School (Columbus) – K-8 Expeditionary Learning (EL) School. Contract expires in 2024.

Oakstone Community School (Columbus) – K-12 school serving students on the autism spectrum. 100% special education from Kindergarten through age 21. Contract expires in 2024.

The Charles School at Ohio Dominican University (Columbus) – Five-Year Expeditionary Learning (EL) high school working with Ohio Dominican University and Columbus State University giving students an opportunity to complete their Associate Degree. Contract expires in 2024.

The Graham School (Columbus) – High school using part of their week for experiential programs in the community. Contract expires in 2024.

The Maritime Academy of Toledo (Toledo) – A maritime themed school serving grades 6-12. Contract expires in 2024.

Community School Sponsorship is one of the services that an ESC can provide. The agency also proudly serves students and school districts in Delaware, Franklin, Licking, Madison,

Marion, Morrow, Ross, and Union counties. The community schools which it sponsors are located in both Franklin and Lucas Counties.

In serving school districts and community schools that it does not sponsor, the ESC of Central Ohio provides expertise in the areas of Achievement & Leadership Services, Business Services, Student Services and Technology. In serving community schools that it sponsors, the ESC of Central Ohio focuses on the following performance framework critical areas while addressing education/academic, governance/operational, finance, and accountability throughout each critical area.

## **ESCCO QUALITY PRACTICES**

### **I. Commitment and Capacity**

#### **Board and Agency Commitment/Capacity:**

##### **ESC of Central Ohio's Vision, Purpose, Values and Goals**

#### VISION

An educational solutions agency meeting the needs of today, while remaining focused on the future, driven by innovation and choice.

#### PURPOSE

The ESC of Central Ohio leads when necessary, supports all stakeholders, and seeks to share and leverage resources on behalf of its client school districts and partners.

#### VALUES

Respect: We honor the diverse needs of those we serve.

Service: We value the opportunity to be of service.

Collaboration: We foster strong relationships with our partners.

Accountability: We are answerable for our actions and behaviors.

#### GOALS

Build and sustain relationships that advance the vision, purpose and values of the ESC of Central Ohio.

Make optimum use of all available resources.

Provide programs and services that improve outcomes for students.

*All Departments of the ESCCO support the agency vision and values. Within the community school department we also have a departmental mission specific to community schools:*

**Community School Department Mission:** All departments of the ESCCO support the mission of the agency. Specifically to its community schools, the ESCCO is committed to monitoring each of its sponsored schools for the benefit of the students in each of the sponsored schools.



Although sponsoring is a small part of the agency’s portfolio, it is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

Education: To monitor and assess the goals of the Educational Plan of the sponsorship agreement, aligning them with the Assessment and Accountability Plan/Performance Framework.

Governance: To monitor and assist with governance compliance.

Finance: To monitor and provide feedback for fiscal viability and sustainability – providing intervention, if needed.

Accountability: To monitor and evaluate legal compliance as well as all areas of the contract.

**Community School Department Strategic Plan**: The ESC Department of Community Schools has a [strategic plan](#) for sponsorship that sets forth priority areas for improvement over the next four years.

## II. Sponsoring Priorities

The ESCCO is currently not accepting applications for new schools, replicators, or schools seeking to change sponsors. As sponsor, the ESCCO has as its priority authorizing quality community schools that meet academic, fiscal, and organizational requirements within a small portfolio.

The purpose of the agency is:

### PURPOSE

The ESC of Central Ohio leads when necessary, supports all stakeholders, and seeks to share and leverage resources on behalf of its client school districts and partners.

The ESCCO Community School Department supports the greater agency purpose while also providing the department’s specific mission of monitoring each of its community schools through quality sponsorship for the benefit of the students in each of the sponsored schools.

Although sponsoring is a small part of the ESCCO’s portfolio, it is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

- Education: To monitor and assess the goals of the Education Plan of the sponsorship agreement, aligning them with the Assessment and Accountability Plan.
- Governance: To monitor and assist with governance compliance.
- Finance: To monitor and provide feedback for fiscal viability and sustainability, providing intervention if needed.
- Accountability: To monitor and evaluate legal compliance as well as areas of the contract.

- Technical Assistance: To provide technical assistance in all aspects of successful school programming.

If an application period opens, public notification will be made on the ESCCO Community Schools webpage. All application information including processes and timelines can be found in the ESCCO Department of Community Schools Guidance Document on the webpage.

Thank you for your interest in ESCCO Community School Sponsorship!

### **III. Application Process and Decision Making**

Information concerning potential sponsorship by the ESCCO is listed on the Community School webpage [Community School Sponsorship](#). Interested applicants may contact the Coordinators of the Community Schools for clarification. The ESCCO currently is not taking applications for sponsorship and has no plans to do so in the foreseeable future. When and if the ESCCO takes applications, its sponsorship priorities, in addition the priorities described above, are to sponsor community schools that fill an identified need in its educational community while conforming to the vision, purpose, values and goals of the ESC of Central Ohio.

Timeline for new applications that are accepted:

- **Some flexibility on the timeline may be permitted for those trying to replicate a successful school or a current successful ESCCO Operator is applying for a new school to be sponsored. All schools will begin the planning process at least 9 months in advance.**

**1 1/2 - 2 Years Prior to Potential School Opening** – The applicant starts communicating with the Sponsor and a vetting process occurs to determine what is planned for the organizational, governance, financial, and academic sustainability of the school. During this time, the Operator of the proposed school is vetted to determine if he/she has been affiliated with any other charter schools and if any of them have closed. It will also be determined if the applicant is leaving another sponsor, and if so, for what reason. The applicant will be judged on their capacity to operate a new school and to communicate the need for their type of targeted student population.

**1 1/2 - 1 Year Prior to Potential School Opening** – Applicants submit an application for sponsorship (application in Appendices). The application is scored based on a rigorous rubric, both internally and externally (rubric in Appendices). If internal reviewers do not possess the necessary expertise, one or more external reviewers with sufficient expertise and sponsoring experience will be used. Additional external reviewers (with sufficient expertise and sponsoring experience) will also be used if not enough internal staff members are available. Each reviewer will individually score and document the rating for application criteria.

**September 30<sup>th</sup> of the Year Before the Potential School Opening** – Deadline for applications.

**October of the Year Before the Potential School Opening** – Applications results are reviewed with the ESCCO Governing Board requesting approval to pursue talks and interviews with qualifying applicants.

**November – December of the Year Before the Potential School Opening** – Applicants are notified of initial application results and selected applicants are invited to the ESCCO for an interview with Sponsor leadership (Superintendent/Deputy Superintendent, Treasurer, & Community School Coordinators). As indicated in the application rubrics, interview questions will reflect the submitted application, current legislative requirements, and the commitment and capacity of the applicant to show sustainability in the areas of education, governance/operational, finance, and accountability (legal compliance) for its targeted population. Interview results will be shared and a preliminary agreement may be offered to the new school. Technical assistance will ensue and deadlines for preliminary agreements and potential sponsorship contracts will be communicated.

- *Throughout the process communication is constant between the potential school, the ESCCO and the ESCCO Governing Board.*

#### **IV. Performance Contracting**

Current and archived contracts are available in Epicenter. The agency will continue to look for alignment to Ohio's accountability system with targeted goals as set forth in the Educational Plan and assessed in the Assessment and Accountability Plan/Performance Framework of the contract. Each school's performance framework will be reviewed in a high stakes review at renewal time. In addition, the performance framework is evaluated annually to monitor progress. Amendments will be added annually, if needed, to address changes in the sponsor evaluation process, or Ohio's accountability system, and/or pertinent statutes.

**Process to Monitor Changes in Law, Ohio's Accountability System, and School Performance Measures:** The ESCCO Department of Community Schools, including but not limited to the Coordinators of Community Schools, will monitor changes in federal and/or state laws, regulations, or rules, as well as changes to Ohio's accountability system and school data, in accordance with ESCCO Board policy. This monitoring will include: annual review of Ohio's accountability system; ongoing monitoring of changes in laws and rules; review of changes to the Ohio Department of Education and Workforce's Sponsor Compliance and Oversight of Schools Compliance Worksheets and Quality Practices Rubric; monitoring communications and updates from the Department of Education and Workforce concerning changes in rules, regulations, or procedures. School data will be reviewed as part of the annual performance report/annual review process, and as part of the intervention process if applicable. The Coordinators of Community Schools, or other ESCCO staff as assigned, will recommend modifications to the Contract and/or ESCCO Guidance or policies to ensure consistency with changes in law and regulations and Ohio's accountability system, and to support higher achievement in sponsored schools.

#### **V. Ongoing Oversight and Evaluation**

The ESCCO takes accountability and monitoring seriously as well as a school's autonomy. Once a school is accepted or renewed for sponsorship, monitoring is individualized to the school. Each school is assigned a Coordinator of Community Schools Lead at the ESCCO. Each coordinator does the following:

- Monitors progress and compliance with the performance framework as stated in the sponsorship agreement.

- Completes opening assurances documentation through visitations to the schools. (Requirements as set forth by DEW's compliance checklist – sent to us each year from DEW).
- Completes fall and spring site visits and reviews academic program and compliance documents. (Detailed site reports sent pursuant to each visit.)
- Utilizes Epicenter compliance software – documents entered by schools, reviewed by coordinators, and stored on-line. A master calendar of needed documents as well as sponsor requested reports are included. The documents are spread out over the entire year so that there are weekly submissions rather than one mass collection. Notes can be added to the system for further documentation. Reminders are sent out to all involved with the system and we have the ability to approve or reject submissions as well as ask for additional information. Data can be pulled from the system to review on-time and accuracy statistics.
- Attends three or more governing authority board meetings (per school) at which sponsor updates are given and financials reviewed.
- Serves as liaison between school and Department of Education and Workforce. Leads any needed investigation or complaint.
- Provides technical assistance and regular communications to the schools regarding academic performance and professional development and any issues, concerns, laws that arise.
- Attends internal meetings between coordinators of community schools to review community school issues, policies, contract reviews, and any pertinent information.
- Provides intervention through consultation, assistance, assignment of corrective action plan and/or probationary status, as needed. Fiscal corrective actions are assigned by the treasurer or treasurer designee.
- Reviews/assesses new and renewed contracts.
- Compiles annual performance reports/annual reviews on each school.
- Leads high stakes review at renewal time, or at least once every five years (whichever comes first).

## **VI. Interventions, Termination, and Renewal**

Prior to initiating any termination proceeding, outside of legal or fiscal malfeasance, the following interventions would be undertaken in an effort to rectify the issues and allow for the continued operation of the school. These interventions would draw the school's attention to portions of the contract and the exhibits that we as the sponsor consider unacceptable or in violation. Our intent would be to provide specific proactive direction and a timeline to correct the deficiencies. Intervention progression would be:

1. The review of the annual performance report with emphasis on areas of concern or in need of improvement via a plan of action with a formal request for documents and/or assurances that areas of concern are being addressed. There would need to be a documented progression towards a desired solution.
2. A face to face meeting to discuss the concerns, the progress or lack thereof, next steps, and a draft timeline for additional actions.
3. The official notification of probation with a specific intervention plan and timeline if progress is not being made.
4. The notice that the ESCCO will begin the formal process of terminating our sponsor contract.

Unless termination is immediate due to legal or fiscal malfeasance, termination will occur for reasons as stated in the sponsorship agreement and/or ESCCO Policy and Practices. Communication will be ongoing and a documented annual review will occur each year. Goals will be monitored and evaluated. Decisions regarding non-renewal or termination will be communicated far in advance to the school leadership, school administration, or ESCCO Governing Board prior to any formal action being taken. Decisions will be made based on compliance in the areas of education (meeting goals in Educational Plan and Assessment and Accountability Plan), governance (governing board ethics, policy, academic/fiscal monitoring, and compliance with statute), finance (enrollment, compliance with law and sustainability), and accountability (legal compliance and required monitoring requests per sponsor and DEW in Epicenter), as outlined in the performance framework.

For schools with expiring contracts who wish to renew, a contract renewal must be submitted via the agency on-line compliance system known as Epicenter. Communication regarding the renewal process begins far in advance of the deadline.

### **Renewal Timeline**

Each Year of The Contract – The Sponsor is communicating to the school and board and monitoring education, governance, finance, and accountability via site visits, weekly written communications, compliance monitoring of documents through the Epicenter on-line compliance system, board meeting attendance, monthly fiscal reviews, and professional development. Throughout this process the ESCCO Governing Board is also updated on the process.

Year Before Contract Expires: Remind schools and their governing authorities that contract renewals are due September 30<sup>th</sup> of the year before their contract expires. This is done in visits, in letters, in emails, site reports, annual review, and during sponsor updates at board meetings.

October-December Prior to Expiration: Contract renewals are reviewed internally and externally. A High Stakes Review occurs during the application process for renewal. The application is scored based on a rubric and results shared with ESCCO board and community school board (rubric in appendices).

January 15th: Non-renewable schools need to be notified by this date. Communication has been transparent throughout and they should be aware if this is coming.

January-February: Renewable schools will work with the sponsor for statutory updates and modifications to the contract. Timelines will be communicated with a goal of having the contract renewed by April of the expiration year officially by both boards explaining the need to go over contract submissions and review the rubrics together. Coordinators will independently complete rubrics for each contract and then meet to discuss and complete a combined rubric (attached).

By June of Contract Expiration: Approved contract sent to DEW within ten days of execution.

## **VII. Technical Assistance**

The ESCCO prides itself in excellent customer service. The Coordinators of Community Schools are the main contacts for each of the agency sponsored schools. Based on the situations that arise, each coordinator not only monitors, but provides guidance and assistance in areas of education, finance, governance, and accountability (legal compliances). This includes but is not limited to, conducting research on behalf of the school, relaying state requirements and changes, making contacts for the school, attending meetings with the school, and accessing other parts of the ESCCO for free assistance (State Support Team, Special Education, Strategic Planning, Assessment, Professional Learning, Legal, and Fiscal). The treasurer or treasurer designee of the Community Schools Department monitors monthly fiscal documents, and the coordinators attend board meetings monthly (all have access to online compliance monitoring via Epicenter online). The coordinators also serve as facilitators and mediators when any issues arise with parents and/or students. Depending on the situation, the coordinators take the lead and help the schools meet their needs. Communication is conducted via email, phone, text, in person meetings, during school visits, and board meetings. Technical assistance and professional development are also provided based on school-specific needs.

**Note**: When providing technical assistance, ESCCO will from time-to-time identify and share law-related issues for consideration of the schools. The ESCCO, however, cannot provide legal advice to its schools, and technical advice in this area should not be treated as such. For legal matters, Sponsor recommends that schools and their governing authorities consult with their legal counsel.

**Process to Monitor Changes in Law, Ohio's Accountability System, and School Performance Measures**: The ESCCO Department of Community Schools, including but not limited to the Coordinators of Community Schools, will monitor changes in federal and/or state laws, regulations, or rules, as well as changes to Ohio's accountability system and school data, in accordance with ESCCO Board policy. This monitoring will include: annual review of Ohio's accountability system; ongoing monitoring of changes in laws and rules; review of changes to

the Ohio Department of Education and Workforce's Sponsor Compliance and Oversight of Schools Compliance Worksheets and Quality Practices Rubric; monitoring communications and updates from the Department of Education and Workforce concerning changes in rules, regulations, or procedures. School data will be reviewed as part of the annual performance report/annual review process, and as part of the intervention process if applicable. The Coordinators of Community Schools, or other ESC staff as assigned, will recommend modifications to the Contract and/or ESCCO Guidance/policies to ensure consistency with changes in law and regulations and Ohio's accountability system, and to support higher achievement in sponsored schools.

### **Examples of Technical Assistance:**

#### **Support Infrastructure & Communication**

Site visits, academic visits, monthly board meetings, compliance submissions, state report cards, needs assessment results, school monthly progress monitoring reports and annual performance reports/annual reviews assessing progress towards goals in the areas of education, governance, finance, and accountability are utilized to guide needed technical support.

Internally, there are three (3) coordinators of community schools at the ESCCO. Each person is the lead for his/her particular schools. The coordinators report to the Deputy Superintendent who then reports directly to the Superintendent. Quarterly meetings occur between the Deputy Superintendent and coordinators. Monthly reports covering the community school department are also given to the Deputy Superintendent. Additional meetings and presentations occur bringing in various organizational leaders and/or the governing board based upon what is being discussed. For example, the leadership team is brought together when reviewing academic accountability. For fiscal accountability, the treasurer or treasurer designee has access to the Epicenter online compliance system to review all fiscal documents monthly and meets with the coordinators as needed. For renewals, the coordinators present the review rubrics to the board.

If any concerns arise upon discussion with organizational leadership and/or the board, those are relayed to the schools via the coordinators. The Superintendent reports directly to the ESC Governing Board and he provides them with needed updates. The coordinators communicate with their assigned consultants at the Department of Education and Workforce and they serve as key contacts when communicating guidance between the department and the school. In addition, coordinators serve as intermediaries when investigating complaints. They also assist the school in solving important encountered issues. The coordinators meet weekly to review the overall program. We encourage constant communication with our schools and report news immediately, answer questions as quickly as possible, and provide sponsor updates at meetings monthly. Contact information for the coordinators can be found here: [Community School Sponsorship](#).

## **Professional Development**

Each year the agency provides professional development to its community school staff as well as its sponsored schools. Internal training includes NACSA conferences and workshops, Department of Education and Workforce trainings, reviewer trainings, and any workshops pertinent to supporting schools.

The ESCCO conducts a workshop specific to our community schools. We use surveys and discussions with the schools to guide us in the selection of each year's topic. ESCCO professional development is also made available to participating schools and can be accessed via the webpage.

Professional development links and news is sent weekly to all board members and school leaders through a specially designed resource, the "Weekly Wrap." The Weekly Wrap contains important news from DEW as well as updates on local, state, and federal legislation. In addition, we research and assist the schools on their specific needs and utilize the State Support Team as needed. Therefore, we combine in person, on-line, written, and oral communication to support schools.

### **Helpful Resource Links**

[Buckeye Charter School Boards, Inc.](#)

[Educational Service Center of Central Ohio](#)

[National Association of Charter School Authorizers](#)

[Department of Education and Workforce – Office of Community Schools](#)

[State Support Team 11](#)





**2. Technical Assistance, Monitoring and Intervention**

Rate the frequency and degree of severity of these processes. Have any Corrective Action Plans (CAP's) or probationary notices been issued?

5 4 3 2 1

Comments:

**3. Financial Plan**

Rate the degree to which the school performed its obligations noted in the Financial Plan.

5 4 3 2 1

Comments:

**4. Enrollment**

Rate the level of student retention/transiency during life of the contract.

5 4 3 2 1

Comments:

**5. Governance/Organizational/Operational**

Rate the overall leadership of the governing authority and operational organization.

5 4 3 2 1

Comments:

**6. Academic Accountability**

How is the school performing in relation to the Educational Plan and Performance Framework?

How did the school say it would perform versus how it actually performed?

- Conversation surrounding report card data will occur as well as Exhibit 4 and Performance Framework from the contract.

5

4

3

2

1

Comments:

**7. Contract Sufficiency (per ORC section 3314.03)**

The level of contract sufficiency - DEW checklist will be used to determine whether contract has been updated to their standards.

Comments:

**8. Conclusion**

How is the school performing in relation to the contractual requirements?

Comments:

Areas of Strength

Areas of Improvement

Subsequent Actions

Summary of Performance Over Contract Term and Prospects for Renewal

Note: The school's annual performance report and prospects for renewal will be communicated to and discussed with the school's governing authority.

**ESC Actions**

\_\_\_\_\_ Completed community school performance framework attached

\_\_\_\_\_ Date ESC communicated the report to the school's governing authority

\_\_\_\_\_ Date ESC discussed the report and prospects for renewal with the school's governing authority

**Application Process and Timeline for New Community Schools, Replicators,  
and Schools Seeking a Change in Sponsor**

**Application Process and Timeline**

Application Timeline

*Some flexibility on the timeline may be permitted for those trying to replicate a successful school or a current successful ESCCO Operator is applying for a new school to be sponsored. All schools will begin the planning process at least 9 months in advance.*

1 1/2 - 2 Years Prior to Potential School Opening: The applicant starts communicating with the Sponsor and a vetting process occurs to determine what is planned for the organizational, governance, financial, and academic sustainability of the school. During this time, the Operator of the proposed school is vetted to determine if he/she has been affiliated with any other charter schools and if any of them have closed. It will also be determined if the applicant is leaving another sponsor, and if so, for what reason. The applicant will be judged on their capacity to operate a new school and to communicate the need for their type of targeted student population.

1 1/2 - 1 Year Prior to Potential School Opening: Applicants submit an application for sponsorship (application in Appendices). The application is scored based on a rigorous rubric, both internally and externally (rubric in Appendices). If internal reviewers do not possess the necessary expertise, one or more external reviewers with sufficient expertise and sponsoring experience will be used. Additional external reviewers (with sufficient expertise and sponsoring experience) will also be used if not enough internal staff members are available. Each reviewer will individually score and document the rating for application criteria.

September 30th of the Year Before the Potential School Opening: Deadline for applications.

October of the Year Before the Potential School Opening: Applications results are reviewed with the ESCCO Governing Board requesting approval to pursue talks and interviews with qualifying applicants.

November – December of the Year Before the Potential School Opening: Applicants are notified of initial application results and selected applicants are invited to the ESCCO for an interview with Sponsor leadership (Superintendent/Deputy Superintendent, Treasurer, & Community School Coordinators). As indicated in the application rubrics, interview questions will reflect the submitted application, current legislative requirements, and the commitment and capacity of the applicant to show sustainability in the areas of education, governance/operational, finance, and accountability (legal compliance) for its targeted population. Interview results will be shared and a preliminary agreement may be offered to the new school. Technical assistance will ensue and deadlines for preliminary agreements and potential sponsorship contracts will be communicated.

Throughout the process communication is constant between the potential school, the ESCCO and the ESCCO Governing Board.

### **Protocol for Evaluating Applications for New Community Schools, Replicators, and Schools Seeking a Change in Sponsor**

**Note: This protocol should be read in conjunction with ESC Department of Community Schools Policy No. 2: Application Process for New Schools, Replicators and Schools Seeking to Change Sponsors and Related Rigorous Criteria.**

ESCCO staff (and outside reviewers if applicable) will review applications for new community schools, replicators, and schools seeking a change in sponsor according to the Application Rubric for new schools or the Application Scoring Rubric for sponsor transfer or replicators. These reviewers will make evidence-based decisions, including the gathering, reviewing, and maintaining of documents and data that constitute such evidence. The rubric includes both academic and non-academic (financial and organizational/operational) measures. For replicators/sponsor transfers, the measures incorporate student achievement data, financial audits, site visit reports, and other items as described throughout the rubric.

Reviewers will be trained on application review protocols and rubric criteria annually. Such training will include reviewer calibration. Each reviewer will individually score and document the rating for rubric criteria.

Consideration of application, including interpretation of the rubric items and whether the community school has fulfilled certain obligations, is at the sole discretion of the ESCCO. The reviewers will complete the rubric, assigning an overall rating and a corresponding sponsorship recommendation decision as described in the appropriate table. For example, to be considered for sponsorship, the community school must receive more than 75% of the possible points on the rubric.

For replicators/sponsor transfers, in addition to achieving an acceptable score on the rubric, the community school must also be fiscally and operationally viable, meaning the school: is not in "unauditable status; is not in probationary (for financial or operational reasons), suspended or closed status; does not have any unresolved findings for recovery (as identified on annual fiscal audits); and received an 'unqualified' opinion on the school's most recent annual fiscal audit.

**Educational Service Center of Central Ohio**

**Community School Sponsor Transfer OR Replicator Application**

**For Those Requesting Sponsor Transfer or Replication Sponsorship from the ESCCO**

Directions: Please complete this application on this template and email completed application to one of the ESC coordinators listed below. Attach any needed supporting documents and documents required to be submitted (listed below). (If required documentation is not available for certain items, submit explanation with application stating why documentation is not available.) Please contact a Community School Coordinator: Sophia Speelman (sophia.speelman@escoco.org), Tamar Campbell (tamar.campbell@escoco.org), or James Marion (james.marion@escoco.org) with questions. All timelines and any additional requirements will be completed with the applicant point of contact. Due dates are determined by when your application cycle began. Timeline will be the same as stated on the website and in the community school guidance document for new applications. Depending upon the circumstances, process will remain the same, but timeline could be adjusted. Thank you for your interest!

- As part of the application process for a transfer/replication school, an interview with the current sponsor and applicant as well as school visit/site visit will be scheduled. This application and the application scoring rubric will be used as baseline information for the visit and interview.**

**Section I.**

**Date of Submission:** \_\_\_\_\_

**Name of school:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Grades served:** \_\_\_\_\_ **Enrollment:** \_\_\_\_\_

**Number of locations:** \_\_\_\_\_ **IRN** \_\_\_\_\_

**Current sponsor:** \_\_\_\_\_

**Current Sponsor Contact Name:** \_\_\_\_\_

**Current Sponsor Contact Phone Number:** \_\_\_\_\_

**Name of Person Submitting Proposal:** \_\_\_\_\_

**Phone Number of Person Submitting Proposal:** \_\_\_\_\_

**Superintendent:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell (if different):** \_\_\_\_\_

Email: \_\_\_\_\_

**Treasurer:** \_\_\_\_\_

Phone: \_\_\_\_\_ Cell (if different): \_\_\_\_\_

Email: \_\_\_\_\_

**Governing Board President:** \_\_\_\_\_

Phone: \_\_\_\_\_ Cell (if different): \_\_\_\_\_

Email: \_\_\_\_\_

**Please state the reasons why the school is applying to another sponsor or seeking replication:**

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**Enrollment by grade including student numbers (include current and prior four years):**

**Enrollment projection by grade and number of staff at each grade:**

20\_\_ - 20\_\_ :

20\_\_-20\_\_ :

20\_\_-20\_\_ :

**Describe the staff make-up of the school such as positions (licensed and support staff) and the number at each position.**

## **SECTION II.**

### **Academic Performance**

What are the academic goals in your current sponsor contract and how has the school met or made progress towards these goals? (Provide performance framework/accountability plan that you are currently operating under with your sponsor, and ratings on same.)

Explain the strategies that are in place to ensure that students with special needs are provided an opportunity and reasonable accommodations to meet their individualized academic goals. This includes English Learners (EL).

Provide any relevant data used to analyze student level or school-wide progress towards academic goals. Include formative or summative test scores as well as the name(s) of the test(s) – past three years.

Provide status on the Local Report Card for the past three (3) school years.

### **SECTION III.**

#### **Financial Solvency**

Discuss the school's financial controls and procedures for the management of financial resources.

Attach a copy of the two most recent independent audits.

Attach a copy of the most recent independent audit with any findings, as well as, how they were addressed. If no audits have included any findings, indicate such.

Attach a copy of the most recent 5-year forecast.

Will the school's facilities meet the needs of the school for the next 5 years?

Describe the school's current leasing or purchasing situation and include the monthly rental/mortgage payment.

### **SECTION IV.**

#### **Business Plan**

Discuss the board's business/growth plan. The business plan should include a formal statement of business goals, reasons they are attainable and plans for reaching them while containing background information on the academic, financial and operational position of the organization over multiple years.

### **SECTION V.**

#### **Marketing Plan**

Discuss the board's marketing plan. For replicators, include market research. Market research should include analysis of student and student subgroup(s) academic needs to be served by the proposed community school that are not met by existing schools in the area or community; demonstrated demand for the proposed community schools; and data collection and analysis in the areas of the real estate market, availability of transportation, enrollment fluctuation in surrounding schools, job growth, number and age range of students in the surrounding area of the proposed facility, crime rates, etc.

### **SECTION VI.**

#### **Governance**

Please list all board members and the length of time served.

Describe how Sunshine/Public Notices are provided for all public meetings.

Describe the composition of the board and its structure. Are there any parents of students on the board?



Have all members completed the required Open Meetings Training?

**SECTION VII.**

**Enrollment**

How does a student enroll in the school? Please include copies of forms and/or applications.

**SECTION VIII.**

**School Safety**

- Provide a copy of the schools' safety plan
- Provide a copy of the school's student handbook
- Provide a copy of the discipline policy
- Provide a copy of the most recent health and fire inspections

**SECTION IX.**

**Additional Documentation**

- Provide copies of board minutes for current and prior year
- Provide copies of last three sponsor site visit/compliance reports
- Provide any commendation letters, deficiency letters, and/or corrective action plans given by sponsor
- Provide copies of last three annual reports

Internal Use – Upon Successful Submission and Committee Review:

- Document discussion comments:
- Document anything missing:
- Recommendations:
- Follow-Up with Applicant:
- Interview Questions – Use information from Application:
- When Interview with applicant is to occur: \_\_\_\_\_
- When interview with current sponsor is to occur: \_\_\_\_\_

**Community School Sponsor Transfer OR Replicator Application Scoring Rubric**

**Academic Performance Framework (K-12) – Based upon performance including multiple years and measures of achievement.**

<b>Report Card Scale and Conversion to Stars</b>			
<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
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.

**1. Is the school meeting acceptable standards according to the existing Ohio Local Report Card (LRC)?**

**Overall School Performance Grade/Rating on Local Report Card**

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>4</b>	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	<b>3</b>	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	<b>2</b>	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	<b>1</b>	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Gap Closing Component Grade/Rating – Annual Measurable Objectives (AMOs)/Performance Goals**

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>4</b>	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	<b>3</b>	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	<b>2</b>	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	<b>1</b>	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

### Achievement – Component Grade/Rating

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Achievement – Performance Index (measures the test results of every student, not just those who scored proficient or higher. (For dropout recovery schools, rated on high school test passage rating.)\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Performance Index on Local Report Card equals (A) or (B)
	3	Meets Standard	Performance Index on Local Report Card equals (C)
	2	Approaching Standard	Performance Index on Local Report Card equals (D)
	1	Falls Far Below Standard	Performance Index on Local Report Card equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

**Achievement – Indicators Met (measures the percent of students who have passed state tests)\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Indicators Met on Local Report Card equals (A) or (B)
	3	Meets Standard	Indicators Met on Local Report Card equals (C)
	2	Approaching Standard	Indicators Met on Local Report Card equals (D)
	1	Falls Far Below Standard	Indicators Met on Local Report Card equals (F)

\*Note: This item is not rated for school year 2021-2022 and thereafter.

**2. Are students making expected annual academic growth compared to their academic peers?**

**Progress – Value Added Performance (looks closely at the growth all students are making based on their past performances)**

**Progress: Component Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Progress-All Students\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

**Progress – Students with Disabilities**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Progress – Students in the Lowest 20% of Achievement Statewide\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

**Progress – Gifted Value Added\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

**Progress – Highly Mobile Value Added\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

**Improving At-Risk K-3 Readers Component Grade/Rating - Helping Students who are reading below grade level**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

### 3. Are students graduating from high school?

#### High School Graduation Rates

##### Graduation Rate-Component Grade/Rating

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard /Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

##### Graduation 4-Year Rate\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

\*Note: This item is not rated for school year 2021-2022 and thereafter.

##### Graduation 5-Year Rate\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. 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  $84\%$ ).

**Graduation 4, 5, 6, 7, and 8-Year Rates (pertains only to Dropout Prevention and Recovery schools)**

<b>Score</b>	<b>Graduation Rate – Dropout Prevention and Recovery schools</b> Rating (4 points possible for each year, for total of 20 possible points) Exceeds Standard – 4 Points Meets Standard – 3 Points Approaching Standard/Needs Support – 2 Points Falls Far Below Standard/Needs significant support – 1 Point
	<b>4 Year Rate</b>
	<b>5 Year Rate</b>
	<b>6 Year Rate</b>
	<b>7 Year Rate</b>
	<b>8 Year Rate</b>

**4. How well prepared are students for future opportunities?**

**Prepared for Success: College, Career, Workforce, and Military Readiness Component Grade/Rating (pertains to high schools only)\***

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>4</b>	Exceeds Standard	Overall Prepared for Success Grade equals (A) or (B)
	<b>3</b>	Meets Standard	Overall Prepared for Success Grade equals (C)
	<b>2</b>	Approaching Standard /Needs Support	Overall Prepared for Success Grade equals (D)
	<b>1</b>	Falls Far Below Standard /Needs significant support	Overall Prepared for Success Grade equals (F)

\* The overall component is not rated, and the measures are not individually rated, for the 2021-2022 through 2023-2024 school years; report only until at least 2024-2025 school year.

**5. Is the school meeting mission-specific goals? (e.g., credits earned, attendance, student achievements, etc.)?**

**Goal # 1**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard /Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard /Needs significant support	School fell far below its mission-specific goal(s)

**Goal #2**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard /Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard /Needs significant support	School fell far below its mission-specific goal(s)

**Goal #3**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard /Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard /Needs significant support	School fell far below its mission-specific goal(s)



**6. How is the school doing in comparison to similar schools in a specific, identified area (e.g., Combined Graduation Rate for dropout recovery schools, Achievement)? (Based on comparators used in contract with current Sponsor. If not available in existing contract, will be determined by ESC.)**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School earned an average of 4 points on comparison goal rubric
	3	Meets Standard	School earned an average of 3 points on comparison goal rubric
	2	Approaching Standard /Needs Support	School earned an average of 2 points on comparison goal rubric
	1	Falls Far Below Standard /Needs significant support	School earned an average of 1 points on comparison goal rubric

**How is the school doing in comparison to similar schools in a specific, identified area on the Progress component?**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School earned an average of 4 points on comparison goal rubric
	3	Meets Standard	School earned an average of 3 points on comparison goal rubric
	2	Approaching Standard /Needs Support	School earned an average of 2 points on comparison goal rubric
	1	Falls Far Below Standard /Needs significant support	School earned an average of 1 points on comparison goal rubric

**Additional Comments:** ACADEMIC PERFORMANCE FRAMEWORK

**Academic Performance:** Total Points Possible = \_\_\_/\_\_\_ earned (total possible points is school-specific, based on report card measures)  
**Weight = 40%**

# Financial Performance Framework

## Near-Term Measures

1. Current Ratio: Current Assets divided by Current Liabilities  
Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets 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
	1	Does Not Meet Standard	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
	0	Falls Far Below Standard	Current Ratio is less than or equal to 0.9

2. Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365  
Source: Audited Balance Sheet and Income Statement

Score	Possible Score	Rating	Definition
	2	Meets Standard	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive
	1	Does Not Meet Standard	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative
	0	Falls Far Below Standard	Fewer than 15 Days Cash

3. Debt Default: Is the school able to meet its debt obligations or covenants?  
Source: Notes to Audited Financial Statement

Score	Possible Score	Rating	Definition
	1	Meets Standard	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments / Not Applicable
	0	Does Not Meet Standard	School is in default of loan covenant(s) and/or is delinquent with debt service payments

**Sustainability Measures**

1. Enrollment Variance: Sufficiency of revenues to fund ongoing operations  
 Source: Projected Enrollment in the approved budget for the year vs. actual enrollment

Score	Possible Score	Rating	Definition
	2	Meets Standard	Enrollment Variance equals or exceeds 95% in the most recent year
	1	Does Not Meet Standard	Enrollment Variance is between 85-95% in the most recent year
	0	Falls Far Below Standard	Enrollment Variance is less than 85% in the most recent year

2. Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets  
 Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Debt to Asset Ratio is less than 0.9
	1	Does Not Meet Standard	Debt to Asset Ratio is between 0.9 to 1.0
	0	Falls Far Below Standard	Debt to Asset Ratio is greater than 1.0

**Additional Comments:** FINANCIAL PERFORMANCE FRAMEWORK

**Financial Performance Framework: Total Points Possible = (Earned /9)  
 Weight = 30%**

# Organizational Performance Framework

## *Educational Program*

### 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**.

1. Is the school implementing the material terms of the educational program as defined in the current charter contract?

Score	Possible Score	Rating	Definition
	1	Meets 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.
	0	Does Not Meet Standard	

Additional Comments:

### Education Requirements

1. Is the school complying with applicable education requirements?

Score	Possible Score	Rating	Definition
	1	Meets 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"> <li>• Academic Program Assurances Instructional days or hours requirements</li> <li>• Graduation requirements</li> <li>• Promotion and Acceleration requirements</li> <li>• State of Ohio Standards</li> <li>• State Assessments</li> <li>• Implementation of mandated programming as a result of state or federal funding</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

## Students with Disabilities

1. Is the school protecting the rights of students with disabilities?

Score	Possible Score	Rating	Definition
	2	Meets 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"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• Discipline, including due process protections, manifestation determinations, and behavioral intervention plans</li> <li>• Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans</li> <li>• Appropriate use of all available funding</li> </ul>
	1	Meets Standards w/CAP	The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.
	0	Does Not Meet Standard	

Additional Comments:

## English Learner (EL) Students

1. Is the school protecting the rights of English Learner (EL) students?

Score	Possible Score	Rating	Definition
	1	Meets Standard	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: <ul style="list-style-type: none"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of EL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of EL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from EL services</li> <li>• Ongoing monitoring of exiting students</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

## Financial Reporting and Compliance

1. Is the school meeting financial reporting and compliance requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	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: <ul style="list-style-type: none"> <li>• 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</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to the use of public funds</li> </ul>

	<b>0</b>	Does Not Meet Standard	
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Additional Comments:

### Financial Management and Oversight

1. Is the school following Generally Accepted Accounting Principles (GAAP)?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

### Governance Requirements

1. Is the school complying with governance requirements?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Board policies, including those related to oversight of an Education Service Provider (ESP) /management company, if applicable</li> <li>• Board Bylaws</li> <li>• Board Training</li> <li>• Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>• Code of Ethics</li> </ul>

			<ul style="list-style-type: none"> <li>• Conflicts of Interest</li> <li>• Board composition and/or membership rules</li> <li>• Compensation for attendance at meetings</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

### Management Accountability

1. Is the school holding management accountable, if applicable?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>• Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

### Reporting Requirements

1. Is the school complying with reporting requirements?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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, DEW, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Accountability tracking</li> <li>• Attendance and enrollment reporting</li> <li>• Compliance and oversight</li> <li>• Additional information requested by ESCCO</li> </ul>
	<b>0</b>	Does Not Meet Standard	



Additional Comments:

### Students and Employees

1. Is the school protecting the rights of all students?

Score	Possible Score	Rating	Definition
	1	Meets 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"><li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and</li><li>• enrollment (including rights to enroll or maintain enrollment)</li><li>• The collection and protection of student information</li><li>• 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</li><li>• Conduct of discipline</li></ul>
	0	Does Not Meet Standard	

Additional Comments:

2. Is the school respecting employee rights?

Score	Possible Score	Rating	Definition
	1	Meets 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.
	0	Does Not Meet Standard	

Additional Comments:

1. Is the school complying with health and safety requirements?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>• Food Service Inspections</li> <li>• Health and Wellness requirements</li> <li>• Other services</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

2. Is the school handling information appropriately?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

## Additional Obligations

1. Is the school complying with other obligations?

Score	Possible Score	Rating	Definition
	1	Meets 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"> <li>• Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews</li> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the ESCCO (corrective action plans or other required interventions)</li> <li>• Intervention requirements by the Department of Education and Workforce</li> <li>• Requirements by other entities to which the charter school is accountable</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

**Organizational/Operational:** Total Points Possible = ( \_\_\_/15 earned OR \_\_\_/14 earned total possible points is school-specific, based on having/not having a management company, and will be reflected on each, individual rubric)

Weight = 30%

## Transfer/Replicator Application: Preliminary Points Earned

### Rubric Calculation

CATEGORY	% IN CATEGORY	WEIGHT IN CATEGORY	FINAL CALCULATION
Academic		40%	
Financial		30%	
Organizational		30%	
<b>TOTAL</b>			

### *Preliminary Application Rating*

Rating	Definition	Decision - Next Step
Exceeds Standard 85% or more of Total Points	Highly Recommended to continue process	
Meets Standard 75-84% of Total Points	Recommended to continue process	
Does Not Meet Standard <75% of Total Points	Stop Process – failed to meet cut score	

Indicate the Following:

\_\_\_\_\_ Recommend for further consideration

\_\_\_\_\_ Do Not Recommend

Signed \_\_\_\_\_

Date \_\_\_\_\_

The following must be addressed in interviews.

Scoring is based on the application, submitted documentation, and interviews with the school applicant and the applicant’s current sponsor. If current sponsor is not able and/or willing to participate in interview, the rating will be based solely on submitted documentation and interview with school applicant.

**I. Enrollment:** Historical enrollment and enrollment projections.

Score	Possible Score	Rating	Definition
	2	Meets Standard	School enrollment has been steady or increasing
	1	Approaching Standard	School enrollment history of decreasing not more than 2.5% for most recent five-year period
	0	Falls Far Below Standard	School enrollment has declined more than 2.5% for most recent five-year period

**II. Academic Performance:** Current academic goals and progress; strategies in place to ensure needs of students with special needs are met; and student data analysis.

**1. Academic goals in current sponsor contract**

Score	Possible Score	Rating	Definition
	2	Meets Standard	School has challenging goals and has achieved a majority of these goals
	1	Approaching Standard	School has made progress on achieving the majority of its goals
	0	Falls Far Below Standard	School has not made progress on achieving a majority of its goals

**2. Special needs students**

Score	Possible Score	Rating	Definition
	1	Meets Standard	School has adequate strategies in place to meet the needs of students with special needs
	0	Does Not Meet Standard	School does not have adequate strategies in place to meet the needs of students with special needs

### 3. Data analysis

Score	Possible Score	Rating	Definition
	2	Meets Standard	School collects and analyzes student-level and school-wide progress towards academic goals
	1	Approaching Standard	School collects and analyzes some student-level and school-wide progress towards academic goals
	0	Falls Far Below Standard	School does not collect and analyze student-level and school-wide progress towards academic goals

**III. Financial Solvency:** Financial controls and procedures; audit findings; 5-year forecast; and school facilities needs, leasing/purchasing situation, and monthly payments.

#### 1. Financial Data

Score	Possible Score	Rating	Definition
	2	Meets Standard	School submitted all financial solvency data as indicated in application instructions
	1	Approaching Standard	School submitted the majority of data requested
	0	Falls Far Below Standard	School did not submit the majority of data requested

#### 2. Financial Solvency and Facility Needs

Score	Possible Score	Rating	Definition
	2	Meets Standard	School data indicates it is financially solvent and is able to meet its facility needs
	1	Approaching Standard	School data indicates the school has some financial instability and struggles to meet its facility needs
	0	Falls Far Below Standard	School is or is in danger of becoming financially insolvent and/or is unable to meet its facility needs

### IV. Business Plan

Score	Possible Score	Rating	Definition
	2	Meets Standard	The school has a sound business plan with attainable goals, plans for reaching goals, and analysis of the organization over multiple years

	<b>1</b>	Approaching Standard	The school's business plan is vague, does not include clear goals and plans for reaching goals, and does not include an analysis of the organization over multiple years
	<b>0</b>	Falls Far Below Standard	The school does not have a business plan or goals

## V. Marketing Plan

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>2</b>	Meets Standard	The school has a sound marketing plan, and for replicators market research demonstrates sufficient demand or need for a new school in the proposed area or community
	<b>1</b>	Approaching Standard	The school's marketing plan is vague and not customized to the school's needs, and for replicators does not demonstrate a strong demand or need for a new school in the proposed area or community
	<b>0</b>	Falls Far Below Standard	The school does not have a marketing plan, and for replicators the school did not conduct market research to demonstrate a demand or need for a new school in the proposed area or community

## VI. Governance

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>1</b>	Meets Standard	The school board complies with public records and open meetings requirements
	<b>0</b>	Approaching Standard	The school board has instances of non-compliance with public records and open meetings requirements in the past 3 years

## VII. Enrollment Process

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>1</b>	Meets Standard	The school has adequate enrollment procedures that comply with Ohio requirements
	<b>0</b>	Approaching Standard	The school's enrollment procedures that do not comply with Ohio requirements

### VIII. School Safety

Score	Possible Score	Rating	Definition
	1	Meets Standard	The documents submitted by the school demonstrate school safety procedures are in compliance with Ohio requirements and meet student needs
	0	Approaching Standard	The documents submitted by the school do not demonstrate school safety procedures are in compliance with Ohio requirements and/or procedures do not meet student needs

### IX. Additional Documentation

#### 1. Compliance with application instructions

Score	Possible Score	Rating	Definition
	1	Meets Standard	The school submitted all applicable documents indicated in application instructions
	0	Approaching Standard	The school did not submit all applicable documents indicated in application instructions

#### 2. Has school promptly remedied any deficiencies cited by current sponsor in sponsor compliance reports?

Score	Possible Score	Rating	Definition
	2	Meets Standard	
	1	Approaching Standard	
	0	Does Not Meet Standard	

### Interview Rating Rubric Calculation

Total Points Earned	Total Points Possible	% of Total Points Earned
		%



**Total Points Earned (Transfer/Replicator Application and Interview Points Combined)**

	<b>Total Points Earned</b>	<b>Total Points Possible</b>	<b>% of Total Points Earned</b>	<b>Weight</b>
Application			%	50%
Interview			%	50%
Average of Application and Interview	%			

**Overall Transfer/Replicator Application Rating**

<b>Rating</b>	<b>Definition</b>	<b>Decision - Next Step</b>
Exceeds Standard 85% or more of Total Points	Highly Recommended for Sponsorship	
Meets Standard 75-84% of Total Points	Recommend for Sponsorship	
Does Not Meet Standard <75% of Total Points	Do not recommend for Sponsorship – failed to meet cut score	

Post interview final recommendation:

\_\_\_\_\_ Recommend for Sponsorship

\_\_\_\_\_ Do Not Recommend

Signed \_\_\_\_\_

Date \_\_\_\_\_



**Application to the  
Educational Service Center of Central Ohio  
for Community School Sponsorship**

For Office Use Only  
Date Received:

\_\_\_\_\_

Application Date: \_\_\_\_\_

Community School Development Team:\*

Name	Area of Expertise
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Development Team Resources (Purchased or Donated Services Providers):

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

Contact Developer: \_\_\_\_\_  
First
Middle
Last

Address: \_\_\_\_\_  
Street / PO Box
City
Zip Code

\_\_\_\_\_

Telephone Fax

\_\_\_\_\_

Email Address

*\* For each individual listed on the development team, include current contact information on the resume or vita.*

Proposed Community School Name:

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County in which the Proposed Community School will be located:

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## GENERAL INSTRUCTIONS

Staff employing a weighted rubric will review the application submitted. Each reviewer will individually score and document the rating for application criteria. A recommendation will be made to the Educational Service Center of Central Ohio Superintendent and finally to the ESCCO Governing Board.

## THE COVER SHEET

**Before** filling in the information on the cover sheet provided in this packet, please make a copy for use as a master copy. Having a copy on hand will allow the development team to submit changes to the ESC of Central Ohio if the team personnel or contact information changes during the application period.

**Contact Developer** – The contact developer is the person who is coordinating on behalf of the development team and should be the person who will be the easiest for the ESC of Central Ohio staff to reach over the period of the next several months.

While some developers will rely on the expertise of school management firms to manage their proposed community schools, the Preliminary Agreement is between the Educational Service Center of Central Ohio and the development team members. Therefore, the contact developer should not be an employee of the school management firm, but should be one of the development team members.

**Community School Development Team** – The development team listed should be limited to those individuals who will be consistently involved in the work to establish this new community school. For each person listed in this section, the ESC of Central Ohio will have to keep a current Bureau of Criminal Investigation (BCI) report on file. For these purposes, “current” is defined as within one year of the date of application. Resumes with current contact information for each individual are required to make up the final section of this application.

**Development Team Resources (Donated/Purchased Services Providers)** – The second tier of individuals are those who will be available to augment the expertise of the development team. Also, note that the area of expertise is required for each person listed in this section. Since these individuals are service providers to the team, no BCI reports are needed. Resumes with current contact information for each individual are required to make up the final section of this application.

## Proposed Location of Community School

Provide the name of the school district in which the community school will be located.

## Outline of the Application

The community school application should be organized in the following order and include the following parts:

**Part I: STUDENT PROFILE** – Include in the following order:

- A) Age/Grade level(s) of the school’s intended students.
- B) Student enrollment per age/grade, number of certified staff, teacher-student ratio.
- C) The rationale for targeting this student population.
- D) Student attendance area.
- E) Type of school intended.
- F) Local market research data.
- G) The proposed role of parents.
- H) Special needs students, services and supports.
- I) Student transportation.

## COMPLETING THE STUDENT PROFILE

In addition to the bullets listed in the outline, clarifying details are listed below to aid the applicant in presenting the information required.

A) ***Age/Grade level(s) of the school’s intended students.***

- 1. Project this information over the first five years of the school’s operation.
- 2. If un-graded programming or multi-aged groupings are intended, indicate the intentions of the development team.
- 3. Student enrollment per class, number of certified staff, teacher-student ratio. Make these projections for each of the first five years of the school’s operation. Indicate the development team’s rationale for these demographic choices. The rationale provides initial background on the match of student numbers with resources. Present the material in the following format:

	<b><i>Grades</i></b>	<b><i>Students</i></b>	<b><i>Certified Staff</i></b>	<b><i>Ratio</i></b>
Year 1	K	30	2	1:15
Year 2	K-1	60	4	1:15
Year 3	K-2	90	6	1:15
Year 4	K-3	120	8	1:15
Year 5	K-4	150	10	1:15

- C) ***The rationale for targeting this student population*** – What is the basis of the development team’s rationale for the demographic choices made in this application. The

rationale provides initial background on the match of students with the resources of the team.

- D) **Student Attendance Area** – According to Ohio laws, newly created new start-up community schools may be located in any school district. Include your rationale for determining that this particular attendance area is appropriate for your school. Why is a new school needed in this attendance area?
- E) **Type of School Intended** – Ohio Revised Code 3314.06 allows for two general types of community schools: The General Population School and the At-risk School. Within the general population school, the only sorting of applications allowed during the enrollment period is conducted to identify those students who are qualified by residence to attend the school and those who are not. A second sorting is permitted in graded schools to sort students according to the grade level.

The At-Risk School is intended to serve a defined at-risk student population. The developers of the school have the responsibility to provide in the contract with their sponsor the definition of at-risk to be used and the criteria that will be uniformly used to determine whether students fit the profile. In the case of the at-risk community school, any student applications that do not meet the publicly-stated criteria can be rejected for admission.

- F) **Local Market Research Data** – What is the evidence that there is a market for your team’s school concept? Provide local market research data leading you to believe that parents will choose to send their children to the proposed community school. Include analysis of student and student subgroup(s) academic needs to be served by the proposed community school that are not met by existing schools in the area or community. \*\*It is insufficient to state that dissatisfaction with the urban or emergency district will bring students to your school.
- G) **Role of Parents** – State the philosophy of the development team regarding the role of parents in the proposed community school. The choice of enrolling their children in a community school is optional for parents, and there is a broad range of beliefs in the educational reform movement regarding an optimum or realistic role of parents in the education of their children. What does your development team intend to do to attract parents and to keep their support for the proposed school?
- H) **Special Needs Services and Supports** – Provide an outline of the service model intended to serve students with special needs including those with disabilities, Limited English Proficiency and those who may be gifted/talented. Include percentages of the student population projected in each type of need and the rationale for the percentages stated.
- I) **Student Transportation** – Outline your approach to the transportation of your proposed school’s students. Be sure to review the most recent community school student transportation statutes and check with the students’ native districts on their transportation policies. Account for the whole attendance area intended for the proposed community school.

**Part II: THE EDUCATIONAL PROGRAM** – Include in the following order:

- A) The Mission and Vision Statement.
- B) Exit Goals.
- C) Curriculum.
- D) Instructional Design.
- E) Student Assessment System.

**PRESENTING THE EDUCATIONAL PROGRAM**

- A) ***The Mission / Vision Statement*** – Should be meaningful, clear, measurable, and balanced between breadth and brevity.
- B) ***Exit Goals*** – Should be clear, measurable, aligned with the mission statement and they should support the students’ transition to their next school setting.
- C) ***Curriculum*** – Identify the curriculum to be used and cite the research base supporting your decision to use it with the student population you projected.
- D) ***Instructional Design*** – Identify the delivery model that will be used and cite the research base that supports your decision to employ it with the student population projected.
- E) ***Student Assessment System*** – Include your plans for the implementation of Ohio required testing, and required diagnostics/assessments.

**Part III: MARKETING/PRE-BUSINESS PLAN** – Include in the following order:

- A) The Business Plan
- B) The Marketing Plan.
- C) Plans for financing the school through the planning stages.
- D) Plans for financing the school on an ongoing basis when it has opened.

**PRESENTING THE MARKETING AND PRE-BUSINESS PLAN**

- A) ***The Business Plan*** – Describe goals, reasons they are attainable, and plans for reaching them.
- B) ***The Marketing Plan*** – Outline the plan for marketing the school to the local community and provide the data indicating that this new venture is feasible.

- C) **Planning the Finance Stage** – Cite the primary sources of support for the financing of the planning stage with a round figure per each source.
- D) **Planning the Early Operation Stage** – Cite the sources of support for the continuing operation of the proposed community school with a rough estimate per each source.

**Part IV: GOVERNANCE, STAFFING, AND MARKETING PLAN** – Include in the following order:

- A) Governing Board Table of Organization.
- B) Plans for Parental and Community Involvement.
- C) Preliminary Design of School Management to encompass:
  1. Pupil Services.
  2. Human Resources/Staffing Plan (to include a written plan for the recruitment, selection, training and retention of individuals for specific job functions and charging them with the associated responsibilities based on need, capacity and financial and human resources..
  3. Faculty Recruitment, Retention, and Professional Development.

**PRESENTING THE GOVERNANCE AND MANAGEMENT PLAN/STRUCTURES**

- A) **Governing Board Organization** – State initial thoughts on the overall structure of the governing authority of the proposed school and how it will relate to the not for profit that will be established as part of this chartering process. These thoughts may also extend to the roles of officers, trustees, and standing committees.
- B) **Parental and Community Involvement** – Referring back to the statements of beliefs regarding the involvement of parents and members of the local community in the education of the proposed community school students, how (if at all) will the school involve the parents and wider community in the governance of the school?
- C) **School Management** – How will the school’s governing authority provide for the management of the school? Include the following: pupil services, human resources/staffing, faculty recruitment, retention, and professional development.

**Part V: SCHOOL ACCOUNTABILITY** – Include in the following order:

- A) The alignment of parts of the educational program
- B) The current Department of Education and Workforce Testing Program
- C) Other indicators of student performance
- D) Indicators of overall school success

## PRESENTING THE SCHOOL ASSESSMENT AND ACCOUNTABILITY PLAN

The sponsor, throughout the life of a community school contract, will ask the following questions: To what extent is the community school an academic success? To what extent is the community school a viable entity? To what extent is the community school faithful to its charter (contract)?

It is, therefore, advisable to keep those questions in mind when designing the assessment and accountability plan for the proposed school. The following items should be included:

- A) **Internal Alignment of Educational Program** – Provide a short narrative describing the alignment of the components of the educational program.
- B) **Student Assessment Program** – The community school statutes require that all community schools participate in the current Ohio Testing program, but do not limit the schools to only that program. What parts of the program are appropriate to your school? What other means will the program include to assess students in off-proficiency years? Be sure to discuss the extent to which the other indicators of student performance align with the content of Ohio's current statewide testing program outcomes. How will the school program assure the validity and reliability of portfolio and other types of qualitative assessments?
- C) **Other Indicators of School Success** – Discuss what other indicators will be used to measure the success and viability of the proposed community school. When considering the question regarding the faithfulness to the charter, what aspects of the school should be considered other than student performance data?

## Part VI: DEVELOPMENTAL TIMELINE/CAPACITY TO EXECUTE PLAN

What are the specific events or steps (listed in sequence appropriate for your team) that have to occur between the date of application and the opening of the proposed community school? Include anticipated completion dates for each item. Include at least the following:

- Local community support research.
- Mission, vision, and purpose
- Mission-Specific goals and objectives.
- Educational program (curriculum).
- Governance Board Policies set in compliance with community school statutes and published.
- Admission policies set in compliance with community school statutes and publicized.
- Pupil achievement standards.
- Student Handbook written and available.
- Assessment and Accountability Plan.
- Employment Policies written in a staff handbook and available.
- Budget/Fiscal Viability
- Equipment needs and purchases.
- Support Services (arrangements for transportation, food services, etc.).
- Staffing Plan
- Health and Safety Inspections (before students may enter).
- Student rights and responsibilities.



- Facility (Lease or Title), insurance, and approval from local zoning commission. Any facilities not ready, will result in the opening of the school to be postponed to the following school year.

**Part VII: CONCLUDING STATEMENT** – Writing a summary and conclusion.

This paragraph should focus on what makes this proposed school a high quality program, one that is innovative and worthy of replication.

**APPENDICES: RESUMES AND DELIVERABLES** – Include the following:

- Resumes or curriculum vita of **each** of the proposed community school’s developers. (Include the contribution each will make in the form of a list of deliverables expected from each.)
- Resumes and contact information of the individuals who will provide resources beyond the expertise of the development team. Include a list of the deliverables each will provide toward the development of the proposed community school.
- Verification of background checks and no findings for recovery.

**GENERAL INSTRUCTIONS**

**Length of Application** – This application (except for the cover page and the resumes to be attached) should be no longer than 15 single-sided pages.

**Format** – The application can be single-spaced. Number all pages after the cover page and include the date of the application in either the header or the footer as well as on the cover page.

**Language** – This application is intended to communicate primarily at the concept level. Do not include programmatic details at this time or educational jargon.

**Submission** – Email completed application to a Community School Coordinator: Sophia Speelman (sophia.speelman@escoco.org), Tamar Campbell (tamar.campbell@escoco.org), or James Marion (james.marion@escoco.org).

**Timeframe and Notification** – Through the course of the calendar year, allow approximately one week for a letter or email acknowledging receipt of the application and allow two to four weeks for a letter or email which will either request an interview or will inform the development team that the application will not go forward to the interview phase.

**Educational Service Center of Central Ohio**

**New Community School Application Rubric**

Name of Community School _____
County Located _____
Contact Person _____
Address _____
Street City State Zip
Telephone Number ( ) _____
Contact Person Email Address: _____

**Community School Application - Rubric**

Applications are considered using a five (5) point scale as found below. Please circle the score which best represents the composite score for the section(s) referenced. Use the space in each section to provide additional comments.

For detailed descriptions of what is expected, use the ESCCO application with the rubric.

<b>Excellent</b>	<b>Very Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Not Evident</b>
<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>

**1. Cover Sheet**

**5 4 3 2 1**

Rate the overall completion of the cover sheet including the following and other items.

Name, resume and BCI results for the developer. (Yes or no)

Name, resume and BCI results for the School Development Team. (Yes or no)

Names and resumes of Development Team Resources. (Yes or no)

## 2. Student Profile

5

4

3

2

1

Rate the completion of the Student Profile including these nine (9) elements. Rate each item and provide an overall rating above.

\_\_\_ Age/grade level(s) of students.

\_\_\_ Student enrollment per age/grade, number of licensed staff, teacher-student ratio for the first five (5) years of the school's operation.

\_\_\_ Rationale for targeting this student population. Demographics and match of students with the resources of the team.

\_\_\_ Student attendance area and traditional school district within which proposed school is to open.

\_\_\_ Type of school intended: General Population or At-risk

\_\_\_ Local market research data presented to justify a market for the school concept.

\_\_\_ The proposed role of parents – What will be done to attract parents and keep their support?

\_\_\_ Special needs students, services and supports – Provided outline of services for students with disabilities, EL, and Gifted/Talented.

\_\_\_ Student transportation – Approach to the transportation of students for entire attendance area.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Educational Program

5

4

3

2

1

Rate the components of the educational program. Rate each item and provide an overall rating above.

\_\_\_ Mission and vision statement – Meaningful, measureable, clear and balanced. \_\_\_ Exit goals – Clear, measureable, aligned with mission statement.

\_\_\_ Curriculum – Curriculum identified along with the research supporting this decision for the student population projected.

\_\_\_ Instructional Design – Identified delivery model to be used and research to support it.

\_\_\_ Student Assessment – Plans for the implementation of Ohio testing and required diagnostics/assessments, i.e., kindergarten readiness, Third Grade Guarantee, end-of-course assessments, etc.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 4. Marketing and Business Plan

5 4 3 2 1

Rate the Marketing and Business Plan. Rate each item below and provide an overall rating above.

\_\_\_ Business Plan – Identified goals, reasons they are attainable, and plans for reaching them.

\_\_\_ Marketing Plan – Identified marketing plan and market research to be used for local community and data indicating the feasibility of the school venture.

\_\_\_ Primary sources of support cited for planning stage with dollar amounts noted.

\_\_\_ Cited sources of support for continued operation of the school with amounts noted.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 5. Governance and Management Structures

5 4 3 2 1

Rate the Governance and Marketing Plan. Rate each item below and provide an overall rating above.

\_\_\_ Governing Board Organization – Overall structure of the governing authority and how it will relate to the 'not for profit' that will be established as part of this chartering process.

\_\_\_ Parental and Community Involvement – Identified how the school will involve parents and the wider community in the governance of the school.

\_\_\_ School Management – Identified how the governing authority will provide for the management of the school including: pupil services, human resources, faculty recruitment/retention, staffing plan, and professional development.



Admission policies set (Yes or no)

Pupil achievement standards (Yes or no)

Student Handbook written and available (Yes or no)

Budget (Yes or no)

Equipment needs and purchases (Yes or no)

Support Services arranged such as food services, transportation, etc. (Yes or no)

Staffing (Yes or no)

Health and Safety Inspections (Yes or no)

Student rights and responsibilities (Yes or no)

Facility (lease or title), insurance, and approval from zoning commission (by June 15 or the Opening of school will be delayed until following year) (Yes or no)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 8. Developer

Rate the developer's knowledge and involvement with the proposed school?

5

4

3

2

1

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 9. Stakeholders

Rate community support and involvement/knowledge of potential governing authority members and/or administrators?

5

4

3

2

1

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_









Meets Standard 75-84% of Total Points	Recommended to continue to recommend for Sponsorship	
Does Not Meet Standard <75% of Total Points	Do not recommend for Sponsorship – failed to meet cut score	

Post-interview final recommendation:

\_\_\_\_\_ Continue to Recommend for Sponsorship

\_\_\_\_\_ Do Not Recommend

Signed \_\_\_\_\_

Date \_\_\_\_\_

# Educational Service Center of Central Ohio

## Community School Application

### Renewal Process

The purpose of the renewal process is to give guidance to both sponsor and operator of expectations set by the Educational Service Center of Central Ohio (ESCCO) Board of Education. All contracts executed by the ESCCO Board of Education will have a description of legal requirements. Additional requirements defined by the sponsor will be documented in the contract and available for review. The evaluation of the contract renewal application is based on multiple sources of evidence collected over multiple years. A scoring rubric will be used to evaluate the application that includes an evaluation of the high stakes review results that align to the performance framework in the contract. Guidelines and protocols used for the evaluation methods as well as the time period under evaluation will be documented.

#### Renewal Timeline

Each Year of The Contract: The Sponsor is communicating to the school and board and monitoring education, governance, finance, and accountability via site visits, weekly written communications, compliance monitoring of documents through the Epicenter on-line compliance system, board meeting attendance, monthly fiscal reviews, and professional development. Throughout this process the ESCCO Governing Board is also updated on the process.

Year Before Contract Expires: Remind schools and their governing authorities that contract renewal applications are due September 30th of the year before their contract expires. This is done in visits, in letters, in emails, site reports, annual review, and during sponsor updates at board meetings.

October-December Prior to Expiration: Contract renewal applications reviewed internally and externally. A High Stakes Review occurs during the application process for renewal.

The application is scored based on a rubric and results shared with ESCCO board and community school board (rubric in appendices).

January 15th: Non-renewable schools need to be notified by this date. Communication has been transparent throughout and they should be aware if this is coming.

January-February: Renewable schools will work with the sponsor for statutory updates and modifications to the contract. Timelines will be communicated with a goal of having the contract renewed by April of the expiration year officially by both boards explaining the need to go over contract submissions and review the rubrics together. Coordinators will independently complete [rubrics](#) for each contract and then meet to discuss and complete a combined rubric ([attached](#)).

By June of Contract Expiration: Approved contract sent to DEW within ten business days of execution

## **Educational Service Center of Central Ohio**

### **Community School Renewal Protocol**

ESCCO staff will review renewal applications according to the attached Renewal Application Evaluation Rubric, which in turn aligns to the ESCCO's performance framework. These reviewers will make evidence-based decisions, including the gathering and maintaining of documents and data that constitute such evidence. The rubric includes both academic and non-academic (financial and organizational/operational) measures. The measures incorporate student achievement data from multiple years and over the term of the contract, financial audits, site visit reports, and other items as described throughout the rubric. Consideration of contract renewal, including interpretation of the rubric items and whether the community school has fulfilled certain obligations, is at the sole discretion of the ESCCO. The reviewers will complete the rubric, assigning an overall rating and a corresponding renewal decision as described in the appropriate table. For example, to be considered for a three-year renewal, the community school must receive more than 75% of the possible points on the rubric.

In addition to achieving an acceptable score on the rubric, the community school must also be fiscally and operationally viable, meaning the school: is not in "unauditable status; is not in probationary (for financial or operational reasons), suspended or closed status; does not have any unresolved findings for recovery (as identified on annual fiscal audits); and received an 'unqualified' opinion on the school's most recent annual fiscal audit.

**Community School Contract Renewal Application**

**Name of School:**

---

Mailing Address:

---

School IRN Number:

---

Phone Number:

---

Fax Number:

---

Grades served:

---

Number of locations:

---

**Superintendent:**

---

Phone Number:

---

Fax Number:

---

Email Address:

---

**Treasurer:**

---

Phone Number:

---

Fax Number:

---

Email Address:

---

**Governing Board President:**

---

Address:

---

Phone Number:

---

Email Address:

---

**Board Members:** Name      Phone Number      Email Address

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**Section I**

Provide the enrollment and staff projections for the **past five years as well as your projections for the next three.**

	<u>Enrollment</u>	<u>Number of Staff Members</u>
<u>Past 5 Years</u>		
_____		
_____		
_____		
_____		
_____		

<u>Next 3 Years</u>	<u>Enrollment Projections</u>	<u>Staff Member Projections</u>
_____		
_____		
_____		

- Include any important information related to possible discrepancies in numbers such as adding grade levels, removing grade levels, changing buildings, etc.

**Section II**

**Academic Performance – Include data reflecting the last 3 school years.**

- Describe how the Charter School has met or made reasonable progress towards initially established goals defined in the current contract. If the Charter School’s goals were revised; discuss why and how the modified goals provided a better fit with the overall mission of the Charter School. Concise explanations should be supported by quantifiable data and a brief narrative whenever possible.
- Provide and analyze data indicating school has met standards for the bonus framework. Please be clear in the metrics reported. (See [Bonus Framework](#) for additional details.
- Provide status on the State Report Card referencing all measures and indicators over multiple years.
- Explain the strategies that are in place to ensure that students with special needs (i.e. students who have IEP;s, students who have Section 504 Accommodation Plans, those at risk of failure, and/or those not making reasonable progress and are provided an opportunity and reasonable accommodations to meet their individualized academic goals. This includes English Learners (EL).

### **Section III**

#### Financial Solvency

- How frequently are the school budget and financial records reviewed by the Governing Board?
- Discuss the school's financial controls and procedures for the management of financial resources.
- Attach a copy of the most recent independent audit with any findings as well as how they were addressed.
- Attach a copy of the most current 5 year forecast.
- Does the Charter School allocate and commit resources in ways that ensure it achieves its mission? Please offer documentation or describe how the resources have been used or leveraged to further the school's mission.
- Will the school's facilities meet the needs of the school for the next 5 years? Describe your current leasing or purchasing situation and include your monthly rental/mortgage payment.

### **Section IV**

#### Governance

- Please list all board members and the length of time they have served.
- Describe how the Sunshine/Public Notices are provided for all public meetings.
- Describe ethics/open meetings/Sunshine Law training for board members. How are new board members on boarded to this process?
- Describe the composition of the board and its structure. Are any parents on this Board?

### **Section V**

#### Enrollment

- How does a student enroll at the Charter School? Please include copies of forms/applications.
- Describe the waiting list and how it is administered?
- Describe how board evaluates/achieves racial and ethnic balance.

## **Section VI**

### Additional Documents

- Provide a copy of your most recent Site Visit Report.
- Provide a copy of your most recent status report on corrective action plan (if applicable).
- Provide a copy of your most recent Annual Review



**HIGH STAKES REVIEW**

**Contract Renewal Application Scoring Rubric (To be adapted to meet sponsor quality review; To be completed by sponsor.)**

**Contracts Expiring: June 30, \_\_\_\_\_**

**ACADEMIC PERFORMANCE FRAMEWORK: K-12 – Based upon performance over term of the contract including multiple years and measures of achievement.**

<b>Report Card Scale and Conversion to Stars</b>			
<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
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.

\*\* Items with no rating because item is no longer rated after the 2021-2022 school year, and no ratings were available during the contract term because of COVID-19, will be noted with NR and will not be included in total points possible when scoring Academic Performance.

1. Is the school meeting acceptable standards according to the Ohio Local Report Card?

**Overall School Performance Grade/Rating**

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>4</b>	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	<b>3</b>	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	<b>2</b>	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	<b>1</b>	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Gap Closing Component Grade/Rating – Annual Measurable Objectives (AMOs)/Performance Goals**

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>4</b>	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	<b>3</b>	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars

	<b>2</b>	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	<b>1</b>	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Achievement – Component Grade/Rating**

Score	Possible Score	Rating	Definition
	<b>4</b>	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	<b>3</b>	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	<b>2</b>	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	<b>1</b>	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Achievement – Performance Index (measures the test results of every student, not just those who scored proficient or higher. (For dropout recovery schools, rated on high school test passage rating.)\***

Score	Possible Score	Rating	Definition
	<b>4</b>	Exceeds Standard	Performance Index on Local Report Card equals (A) or (B)
	<b>3</b>	Meets Standard	Performance Index on Local Report Card equals (C)
	<b>2</b>	Approaching Standard	Performance Index on Local Report Card equals (D)
	<b>1</b>	Falls Far Below Standard	Performance Index on Local Report Card equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Achievement Component Rating above.

**Achievement – Indicators Met (measures the percent of students who have passed state tests)\***

Score	Possible Score	Rating	Definition
	<b>4</b>	Exceeds Standard	Indicators Met on Local Report Card equals (A) or (B)
	<b>3</b>	Meets Standard	Indicators Met on Local Report Card equals (C)
	<b>2</b>	Approaching Standard	Indicators Met on Local Report Card equals (D)
	<b>1</b>	Falls Far Below Standard	Indicators Met on Local Report Card equals (F)

\*Note: This item is not rated for school year 2021-2022 and thereafter.

2. Are students making expected annual academic growth compared to their academic peers?

**Progress – Value Added Performance (looks closely at the growth all students are making based on their past performances)**

**Progress: Component Grade/Rating**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

**Progress-All Students\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

**Progress – Students with Disabilities**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Value Added Index equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Value Added Index equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Value Added Index equals (F) or 1 Star

**Progress – Students in the Lowest 20% of Achievement Statewide\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

**Progress – Gifted Value Added\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

**Progress – Highly Mobile Value Added\***

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Value Added Index equals (A) or (B)
	3	Meets Standard	Value Added Index equals (C)
	2	Approaching Standard	Value Added Index equals (D)
	1	Falls Far Below Standard	Value Added Index equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. Rather, it makes up 100% of the Progress Component Rating above.

**Improving At-Risk K-3 Readers Component Grade/Rating - Helping Students who are reading below grade level**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

3. Are students graduating from high school?

### High School Graduation Rates

#### Graduation Rate-Component Grade/Rating

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Grade/Rating on Local Report Card equals (A) or (B) or 4-5 Stars
	3	Meets Standard	Grade/Rating on Local Report Card equals (C) or 3-3.5 Stars
	2	Approaching Standard /Needs Support	Grade/Rating on Local Report Card equals (D) or 1.5-2.5 Stars
	1	Falls Far Below Standard/ Needs significant support	Grade/Rating on Local Report Card equals (F) or 1 Star

#### Graduation 4-Year Rate (Traditional Community Schools)\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B)
	3	Meets Standard	Overall Graduation Rate equals (C)
	2	Approaching Standard	Overall Graduation Rate equals (D)
	1	Falls Far Below Standard	Overall Graduation Rate equals (F)

\*Note: This item is not individually rated for school year 2021-2022 and thereafter.

#### Graduation 5-Year Rate (Traditional Community Schools)\*

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	Overall Graduation Rate equals (A) or (B) or ESCCO rates 4-5 Stars
	3	Meets Standard	Overall Graduation Rate equals (C) or ESCCO rates 3 Stars
	2	Approaching Standard /Needs Support	Overall Graduation Rate equals (D) or ESCCO rates 2 Stars
	1	Falls Far Below Standard/ Needs significant support	Overall Graduation Rate equals (F) or ESCCO rates 1 Star

\*Note: This item is not individually rated for school year 2021-2022 and thereafter. 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 (including a dropout prevention and recovery 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.)

**Graduation 4, 5, 6, 7, and 8-Year Rates (pertains only to Dropout Recovery and Prevention schools)**

<b>Score</b>	<b>Graduation Rate – Dropout Prevention and Recovery schools</b> Rating (4 points possible for each year, for total of 20 possible points) Exceeds Standard – 4 Points Meets Standard – 3 Points Approaching Standard/Needs Support – 2 Points Falls Far Below Standard/Needs significant support – 1 Point
	<b>4 Year Rate</b>
	<b>5 Year Rate</b>
	<b>6 Year Rate</b>
	<b>7 Year Rate</b>
	<b>8 Year Rate</b>

4. How well prepared are students for future opportunities?

**Prepared for Success: College, Career, Workforce, and Military Readiness Component Grade/Rating (pertains to high schools only)\***

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>4</b>	Exceeds Standard	Overall Prepared for Success Grade equals (A) or (B)
	<b>3</b>	Meets Standard	Overall Prepared for Success Grade equals (C)
	<b>2</b>	Approaching Standard /Needs Support	Overall Prepared for Success Grade equals (D)
	<b>1</b>	Falls Far Below Standard/ Needs significant support	Overall Prepared for Success Grade equals (F)

\* The overall component is not rated, and the measures are not individually rated, for the 2021-2022 through 2023-2024 school years; report only until at least 2024-2025 school year.

5. Is the school meeting mission-specific goals? (e.g., credits earned, attendance, student achievements, etc.)?

**Goal # 1**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard/ Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard/ Needs Significant Support	School fell far below its mission-specific goal(s)

**Goal #2**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard/ Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard/ Needs Significant Support	School fell far below its mission-specific goal(s)

**Goal #3**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School surpassed its mission-specific goal(s)
	3	Meets Standard	School met its mission-specific goal(s)
	2	Approaching Standard/ Needs Support	School did not meet its mission-specific goal(s)
	1	Falls Far Below Standard/ Needs Significant Support	School fell far below its mission-specific goal(s)

6. How is the school doing in comparison to similar schools or schools in a specific, identified area?

**Lowest 20% vs. All Community Schools Statewide**

Score	Possible Score	Rating	Definition
	4	Exceeds Standard	School earned an average of 4 points on comparison goal rubric
	3	Meets Standard	School earned an average of 3 points on comparison goal rubric
	2	Approaching Standard	School earned an average of 2 points on comparison goal rubric

	<b>1</b>	Falls Far Below Standard	School earned an average of 1 points on comparison goal rubric
--	----------	--------------------------	--

\*Note: This item is not individually rated for school year 2021-2022 and thereafter.

**Progress Component Comparison vs. Agreed Upon Selected Comparators** (applies beginning the 2021-2022 school year)

Score	Possible Score	Rating	Definition
	<b>4</b>	Exceeds Standard	Rated 4-5 Stars
	<b>3</b>	Meets Standard	Rated 3 Stars
	<b>2</b>	Approaching Standard/ Needs Support	Rated 2 Stars
	<b>1</b>	Falls Far Below Standard/ Needs Significant Support	Rated 1 Star

**Achievement Component Comparison vs. Agreed-Upon Selected Comparators** (applies beginning the 2021-2022 school year)

Score	Possible Score	Rating	Definition
	<b>4</b>	Exceeds Standard	Rated 4-5 Stars
	<b>3</b>	Meets Standard	Rated 3 Stars
	<b>2</b>	Approaching Standard/ Needs Support	Rated 2 Stars
	<b>1</b>	Falls Far Below Standard/ Needs Significant Support	Rated 1 Star

**Additional Comments:** ACADEMIC PERFORMANCE FRAMEWORK



## Academic Bonus Framework Scoring Rubric

(based on data from the 2022-2023 school year; see [Community School Performance Framework Addendum](#) for additional information)

**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.
	<b>Total points to be added to the academic component after conversion of the original score to a 50-point denominator.*</b>

\*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%).

**Academic Performance:** Total Points Possible =   /   earned (total possible points is school-specific, based on report card measures, and will be reflected on each, individual rubric)

Total Points Possible with Academic Bonus Framework =   /   (bonus points earned will be added to score based on data from the 2022-2023 school year.

**Weight = 40%**

## **FINANCIAL PERFORMANCE FRAMEWORK**

### **Near-Term Measures**

1. Current Ratio: Current Assets divided by Current Liabilities  
Source: Audited Balance Sheet

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>2</b>	Meets 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
	<b>1</b>	Does Not Meet Standard	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
	<b>0</b>	Falls Far Below Standard	Current Ratio is less than or equal to 0.9

2. Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses)/365  
Source: Audited Balance Sheet and Income Statement

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>2</b>	Meets Standard	60 Days Cash or Between 30 and 60 Days Cash and one-year trend is positive
	<b>1</b>	Does Not Meet Standard	Days Cash is between 15-30 days or Days Cash is between 30-60 days and one-year trend is negative
	<b>0</b>	Falls Far Below Standard	Fewer than 15 Days Cash

3. Debt Default: Is the school able to meet its debt obligations or covenants?  
Source: Notes to Audited Financial Statement

<b>Score</b>	<b>Possible Score</b>	<b>Rating</b>	<b>Definition</b>
	<b>1</b>	Meets Standard	School is not in default of loan covenant(s) and/or is not delinquent with debt service payments / Not Applicable
	<b>0</b>	Does Not Meet Standard	School is in default of loan covenant(s) and/or is delinquent with debt service payments

**Sustainability Measures**

1. Enrollment Variance: Sufficiency of revenues to fund ongoing operations  
 Source: Projected Enrollment in the approved budget for the year vs. actual enrollment

Score	Possible Score	Rating	Definition
	2	Meets Standard	Enrollment Variance equals or exceeds 95% in the most recent year
	1	Does Not Meet Standard	Enrollment Variance is between 85-95% in the most recent year
	0	Falls Far Below Standard	Enrollment Variance is less than 85% in the most recent year

2. Debt to Asset Ratio: Total Liabilities less the long term liability for pension obligations divided by Total Assets  
 Source: Audited Balance Sheet

Score	Possible Score	Rating	Definition
	2	Meets Standard	Debt to Asset Ratio is less than 0.9
	1	Does Not Meet Standard	Debt to Asset Ratio is between 0.9 to 1.0
	0	Falls Far Below Standard	Debt to Asset Ratio is greater than 1.0

**Additional Comments:** FINANCIAL PERFORMANCE FRAMEWORK

**Financial Performance Framework: Total Points Possible = (Earned /9)  
 Weight = 30%**

## ORGANIZATIONAL / OPERATIONAL PERFORMANCE FRAMEWORK

### 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**.

1. Is the school implementing the material terms of the educational program as defined in the current charter contract?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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.
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

### Education Requirements

1. Is the school complying with applicable education requirements?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Academic Program Assurances Instructional days or hours requirements</li> <li>• Graduation requirements</li> <li>• Promotion and Acceleration requirements</li> <li>• State of Ohio Standards</li> <li>• State Assessments</li> <li>• Implementation of mandated programming as a result of state or federal funding</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

## Students with Disabilities

1. Is the school protecting the rights of students with disabilities?

Score	Possible Score	Rating	Definition
	2	Meets 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"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• Discipline, including due process protections, manifestation determinations, and behavioral intervention plans</li> <li>• Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans</li> <li>• Appropriate use of all available funding</li> </ul>
	1	Meets Standards w/CAP	The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.
	0	Does Not Meet Standard	

Additional Comments:

## English Learner (EL) Students

1. Is the school protecting the rights of English Learner (EL) students?

Score	Possible Score	Rating	Definition
	1	Meets 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"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of EL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of EL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from EL services</li> <li>• Ongoing monitoring of exiting students</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

## Financial Reporting and Compliance

1. Is the school meeting financial reporting and compliance requirements?

Score	Possible Score	Rating	Definition
	1	Meets 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"> <li>• 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</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to the use of public funds</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

## Financial Management and Oversight

1. Is the school following Generally Accepted Accounting Principles (GAAP)?

Score	Possible Score	Rating	Definition
	1	Meets 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"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

### Governance Requirements

1. Is the school complying with governance requirements?

Score	Possible Score	Rating	Definition
	1	Meets Standard	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: <ul style="list-style-type: none"><li>• Board policies, including those related to oversight of an Education Service Provider (ESP) /management company, if applicable</li><li>• Board Bylaws</li><li>• Board Training</li><li>• Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li><li>• Code of Ethics</li><li>• Conflicts of Interest</li><li>• Board composition and/or membership rules</li><li>• Compensation for attendance at meetings</li></ul>
	0	Does Not Meet Standard	

Additional Comments:



## Management Accountability

1. Is the school holding management accountable, if applicable?

Score	Possible Score	Rating	Definition
	1	Meets 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"> <li>• Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>• Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

## Reporting Requirements

1. Is the school complying with reporting requirements?

Score	Possible Score	Rating	Definition
	1	Meets 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, DEW, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Accountability tracking</li> <li>• Attendance and enrollment reporting</li> <li>• Compliance and oversight</li> <li>• Additional information requested by ESCCO</li> </ul>
	0	Does Not Meet Standard	

Additional Comments:

## Students and Employees

1. Is the school protecting the rights of all students?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and</li> <li>• enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• 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</li> <li>• Conduct of discipline</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

2. Is the school respecting employee rights?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

1. Is the school complying with health and safety requirements?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>• Food Service Inspections</li> <li>• Health and Wellness requirements</li> <li>• Other services</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

2. Is the school handling information appropriately?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:

**Additional Obligations**

1. Is the school complying with other obligations?

Score	Possible Score	Rating	Definition
	<b>1</b>	Meets 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"> <li>• Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews</li> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the ESCCO (corrective action plans or other required interventions)</li> <li>• Intervention requirements by the Department of Education and Workforce</li> <li>• Requirements by other entities to which the charter school is accountable</li> </ul>
	<b>0</b>	Does Not Meet Standard	

Additional Comments:
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**Organizational/Operational: Total Points Possible = ( \_\_/15 earned OR \_\_/14 earned total possible points is school-specific, based on having/not having a management company, and will be reflected on each, individual rubric)**

**Weight = 30%**

## ESCCO Rubric Calculation

CATEGORY	% IN CATEGORY	WEIGHT IN CATEGORY	FINAL CALCULATION
Academic		40%	
Financial		30%	
Organizational		30%	
<b>TOTAL</b>			

## Overall Renewal Rating

Renewal Decision	Rating	Definition
	Exceeds Standard ≥ 75% of Total Points	Eligible for up to 3 year renewal
	Meets Standard 66-74.9% of Total Points	Eligible for up to 2 year renewal
	Approaching Standards/ Needs Support to Meet Standards 50-65.9% of Total Points	Eligible for up to 2 year renewal with Corrective Action Plan (CAP)
	Falls Far Below Standard/ Needs Significant Support to Meet State Standards < 50% of Total Points	Eligible for 1 year renewal with CAP or nonrenewal

- ***CAP = Corrective Action Plan → The agreed upon CAP, based on deficiencies found in the high stakes review, will be used as the intervention plan for the school if the renewal moves forward.***

**Review Committee:** Sophia Speelman (ESCCO Coordinator of Community Schools), Tamar Campbell (ESCCO Coordinator of Community Schools), James Marion (ESCCO Coordinator of Community Schools), David Weaver (Fiscal Reviewer/Treasurer Designee), Gale Marsh (ESCCO Deputy Superintendent), and one or more External Evaluators.

**Meeting to Review Rubric:**

**Contract Expiration:**

## **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 Readiness 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 Department of Education and Workforce.
- 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 DEW 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 DEW 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 DEW 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 DEW 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 DEW, 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 DEW
- 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.
	<b>Total points to be added to the academic component after conversion of the original score to a 50-point denominator.*</b>

\*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**

<b>Report Card Scale</b>			
<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
Exceeds Standard	Meets Standard	Approaching Standard/Needs support to meet standards	Falls Far Below Standard/Needs significant support to meet state standards
A/B	C	D	F

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

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

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

<b>Achievement: Performance Index</b>		
	<b>Rating</b>	<b>Points</b>
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		

<b>Achievement: Indicators Met</b>		
	<b>Rating</b>	<b>Points</b>
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 (including a dropout prevention and recovery 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 <sup>1</sup>	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		

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

<b>Progress: Lowest 20% Comparison to All Community Schools Statewide Scale</b>				
Point Value	<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
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

<b>Progress: Lowest 20% Comparison vs All Community Schools Statewide</b>							
		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						

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

<b>Comparison: Achievement Component Comparison vs Selected Comparators*</b>						
		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.)

Note: Initially includes only two years of data as this is replacing "Lowest 20%" Comparison for which data is no longer is available. Additional years of data will be included in future years.

**PERFORMANCE FRAMEWORK: FINANCIAL COMPONENT**

**Near-Term Measures**

Current Ratio: Current Assets divided by Current Liabilities Source: Audited Balance Sheet			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Falls Far Below Standard</b>
	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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>• Academic Program Assurances Instructional days or hours requirements</li> <li>• Graduation requirements</li> <li>• Promotion and Acceleration requirements</li> <li>• State of Ohio Standards</li> <li>• State Assessments</li> <li>• Implementation of mandated programming as a result of state or federal funding</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## Students with Disabilities

Is the school protecting the rights of students with disabilities?			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Meets Standard w/CAP</b>	<b>Does Not Meet Standard</b>
	<p>Consistent with the <b>school's status and</b> 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"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• 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</li> <li>• Appropriate use of all available funding</li> </ul>	<p>The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.</p>	
2022-2023			
2021-2022			
2020-2021			
2019-2020			

## English Learners

Is the school protecting the rights of English Learner (EL) students?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of EL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of EL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from EL services</li> <li>• Ongoing monitoring of exiting students</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• 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</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

## Governance Requirements

Is the school complying with governance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Board policies, including those related to oversight of an Education Service Provider (ESP) /management company, if applicable</li> <li>• Board Bylaws</li> <li>• Board Training</li> <li>• Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>• Code of Ethics</li> <li>• Conflicts of Interest</li> <li>• Board composition and/or membership rules</li> </ul>	
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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>• Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

**Reporting Requirements**

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

## Students and Employees

Is the school protecting the rights of all students?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• 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</li> <li>• Conduct of discipline</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Is the school respecting employee rights?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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		

Is the school complying with health and safety requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>• Food Service Inspections</li> <li>• Health and Wellness requirements</li> <li>• Other services</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

Is the school handling information appropriately?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		

### Additional Obligations

Is the school complying with other obligations?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews</li> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the ESCCO (corrective action plans or other required interventions)</li> <li>• Intervention requirements by the Department of Education and Workforce</li> <li>• Requirements by other entities to which the charter school is accountable</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		



## HIGH-STAKES REVIEW PERFORMANCE FRAMEWORK WORKSHEET

(Contract renewals are reviewed internally and externally)

### Community School High-Stakes Review 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.)**

<b>Score</b>	<b>Definition</b>
	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.

	<b>Total points to be added to the academic component after conversion of the original score to a 50-point denominator.*</b>
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\*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.**

<b>Report Card Scale and Conversion to Stars</b>			
<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
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.

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

<b>Achievement: Component Grade/Rating</b>		
	<b>Rating</b>	<b>Points</b>
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 (Traditional Community Schools)				
	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 (including a dropout prevention and recovery 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 <sup>2</sup>	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		

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

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

<b>Progress: Lowest 20% Comparison to All Community Schools Statewide Scale</b>				
Point Value	<b>4 points</b>	<b>3 points</b>	<b>2 points</b>	<b>1 point</b>
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

<b>Progress: Lowest 20% Comparison vs All Community Schools Statewide</b>							
		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							

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

<b>Comparison: Achievement Component Comparison vs Selected Comparators*</b>						
		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.)

Note: Initially includes only two years of data as this is replacing "Lowest 20%" Comparison for which data is no longer is available. Additional years of data will be included in future years.

**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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Falls Far Below Standard</b>
	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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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			
	<b>2 points</b>	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>	<b>Falls Far Below Standard</b>
	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			
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**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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>• Academic Program Assurances Instructional days or hours requirements</li> <li>• Graduation requirements</li> <li>• Promotion and Acceleration requirements</li> <li>• State of Ohio Standards</li> <li>• State Assessments</li> <li>• Implementation of mandated programming as a result of state or federal funding</li> </ul>	
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 <b>school's status and</b> 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"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• 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</li> <li>• Appropriate use of all available funding</li> </ul>	<p>The school is on an approved Corrective Action Plan and is actively making progress to cure the deficiency.</p>	
2022-2023			
2021-2022			
2020-2021			
2019-2020			
Overall Performance			

## English Learners

Is the school protecting the rights of English Learner (EL) students?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of EL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of EL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from EL services</li> <li>• Ongoing monitoring of exiting students</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

## Financial Reporting and Compliance

Is the school meeting financial reporting and compliance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• 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</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to</li> </ul>	
2022-2023		
2021-2022		
2020-2021		

2019-2020		
Overall Performance		

### Financial Management and Oversight

Is the school following Generally Accepted Accounting Principles (GAAP)?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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: <ul style="list-style-type: none"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> <li>• An audit that does not include a significant ongoing concern disclosure in the notes or explanatory paragraph within the audit report</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

### Governance Requirements

Is the school complying with governance requirements?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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: <ul style="list-style-type: none"> <li>• Board policies, including those related to oversight of an Education Service Provider (ESP) /management company, if applicable</li> <li>• Board Bylaws</li> <li>• Board Training</li> <li>• Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>• Code of Ethics</li> <li>• Conflicts of Interest</li> <li>• Board composition and/or membership rules</li> </ul>	
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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>• Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

**Reporting Requirements**

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

## Students and Employees

Is the school protecting the rights of all students?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• 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</li> <li>• Conduct of discipline</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Is the school respecting employee rights?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>• Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>• Food Service Inspections</li> <li>• Health and Wellness requirements</li> <li>• Other services</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

Is the school handling information appropriately?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	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"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		



### Additional Obligations

Is the school complying with other obligations?		
	<b>1 point</b>	<b>0 points</b>
	<b>Meets Standard</b>	<b>Does Not Meet Standard</b>
	<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"> <li>• Acceptable performance on site visit reports, Annual performance reports, and Annual Reviews</li> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the ESCCO (corrective action plans or other required interventions)</li> <li>• Intervention requirements by the Department of Education and Workforce</li> <li>• Requirements by other entities to which the charter school is accountable</li> </ul>	
2022-2023		
2021-2022		
2020-2021		
2019-2020		
Overall Performance		

**EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO**

**START-UP COMMUNITY SCHOOL PRELIMINARY AGREEMENT**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The Educational Service Center of Central Ohio (ESCCO), hereinafter termed the "SPONSOR" and \_\_\_\_\_, hereinafter termed "DEVELOPER" whose address is as follows:

Developer address: \_\_\_\_\_

Name of school: \_\_\_\_\_

School address: \_\_\_\_\_

**Article I. Purpose**

This agreement is established pursuant to Section 3314.02 of the Ohio Revised Code and indicates the intention of the ESCCO to sponsor a new start-up community school to be located in a school district in accordance with Section 3314.02 of the Ohio Revised Code. Upon the signatures of all parties as set forth below, the DEVELOPER may proceed to finalize plans for the school, establish a governing authority for the school, and enter into negotiations with the SPONSOR, whereby the SPONSOR may agree to enter into a contract to sponsor the proposed new start-up community school.

**Article II. Responsibilities of the ESCCO**

The SPONSOR hereby agrees to enter into good faith negotiations with the DEVELOPER to establish a contract between the ESCCO and the DEVELOPER, whereby the ESCCO contracts to sponsor the new start-up community school in accordance with Section 3314.03 of the Ohio Revised Code, to be located within the \_\_\_\_\_ [name of school district]. Good faith negotiations shall take place on the condition that the DEVELOPER adhere to this preliminary agreement and comply with the provisions of Chapter 3314 of the Ohio Revised Code.

**Article III. Responsibilities of the DEVELOPER**

The DEVELOPER hereby agrees to finalize plans for the community school that include, but are not limited to the following: Establish the community school as a public benefit corporation under Chapter 1702 of the Ohio Revised Code; establish a governing authority for the school; enter into contract negotiations with the SPONSOR; undergo a preliminary site visit from the SPONSOR not later than ten (10) days prior to the beginning of school and obtain a letter of approval from the SPONSOR prior to the school's opening. The DEVELOPER shall comply with all the provisions of Chapter 3314 of the Ohio Revised Code in carrying out this agreement.

In carrying out this agreement, the DEVELOPER shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age or disability in employment.

**Article IV. Time for Performance**

This agreement shall be binding upon both parties upon receipt by the DEVELOPER of a fully executed copy of the preliminary agreement and shall remain in effect until \_\_\_\_\_, subject to termination as described herein. If the agreement has expired and the parties have failed to negotiate a contract for the sponsorship of the proposed community school, a successor agreement may be entered into at the discretion of both parties. Upon the expiration of this agreement, there is no obligation for either party to enter into a successor agreement.

**Article V. Governing Law**

The preliminary agreement shall be governed and interpreted according to the laws of the State of Ohio.

**Article VI. Assignment**

Neither this preliminary agreement nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent of the SPONSOR and the DEVELOPER.

**Article VII. Changes or Modifications**

The preliminary agreement constitutes the entire agreement among the parties and any changes or modifications of this preliminary agreement shall be made and agreed to in writing.

**Article VIII. Cancellation of Agreement**

The SPONSOR reserves the right to cancel this preliminary agreement upon written notice to the DEVELOPER.

The DEVELOPER reserve the right to cancel this preliminary agreement upon written notice to the SPONSOR.

This preliminary agreement is contingent upon a favorable criminal record check completed by the Bureau of Criminal Identification and Investigation (BCI&I) for each DEVELOPER named in this agreement. If the criminal records check of one of the DEVELOPER named herein, indicates that he or she has been convicted of any of the offenses set forth in the Ohio Revised Code Section 3319.39 (B)(1)(a) and (b) or in the Ohio Administrative Code Section 3301 -20-01(B)(1), this preliminary agreement shall automatically terminate.

**Article IX. Disclaimer**

This preliminary agreement shall not be construed as the SPONSOR's present agreement to sponsor the new start-up community school as proposed by the DEVELOPER named herein, nor does this preliminary agreement obligate the SPONSOR to enter into a contract with the DEVELOPER to sponsor a new start-up community school. Moreover, it is agreed, that any

amendments to laws, rules, or regulations cited herein or applicable to the development of a community school contract and sponsorship, will result in the correlative modification of this agreement, without the necessity for executing a written amendment. It is further understood and agreed that the absence of legislation supporting this start-up community school's educational design and or the enactment of legislation that eliminates the SPONSOR's ability to sponsor new start-up community schools will render this agreement null and void.

**THE EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO**

BY: \_\_\_\_\_  
Tom Goodney, Ed.D., Superintendent

DATE: \_\_\_\_\_

**THE DEVELOPER**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Onsite Review Protocol**

### **Introduction**

As a community school sponsor, The Educational Service Center of Central Ohio (ESCCO) provides technical assistance, oversight, fiscal and academic monitoring, and intervention, when needed, and is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

**Education:** To monitor and assess the goals of the Educational Plan of the sponsorship agreement aligning them with the Assessment and Accountability Plan/Performance Framework.

**Governance:** To monitor and assist with governance compliance.

**Finance:** To monitor and provide feedback for fiscal viability and sustainability – providing intervention, if needed.

**Accountability:** To monitor and evaluate legal compliance as well as all areas of the contract.

**Technical Assistance:** To provide technical assistance in all aspects of successful school programming.

### **Onsite Visit Overview**

The Educational Service Center of Central Ohio (ESCCO) conducts onsite reviews of its sponsored schools at least twice per year while school is in session, which includes an examination of the school's compliance with all applicable laws, rules, contractual obligations and academic performance measures. One of these reviews will occur in the first half of the review year, and the second will occur in the second half of the review year. In the first year of operation of a school or, if a 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 Department of Education and Workforce. We greatly value the time of school leaders and staff, and believe site visits should also be spent conducting classroom observations, interacting with staff and meeting with school leadership along with appropriate records review.

School site visits are conducted by one or more representatives of the Educational Service Center of Central Ohio. Representatives will have appropriate administrative expertise, as well

as extensive experience and knowledge of curriculum, classroom management, school operations and professional development.

### **Goals of Onsite Visits**

Onsite visits are a means by which the sponsor gathers and documents additional evidence about a community school's progress in relation to the criteria set forth in the performance framework. Onsite visits assist the sponsor in oversight and monitoring of the community school to ensure compliance with requirements of the Ohio Revised Code and the Department of Education and Workforce. During these visits ESCCO will seek to gather data from a variety of sources, including but not limited to students, parents, administration, teaching staff, and non-teaching staff.

### **Onsite Visit Procedures**

*Prior to the visit:* The ESCCO staff schedules a mutually convenient date for the visit with the school staff and leadership. Fall and spring site visits will take place on a typical day while school is in session. No testing, field trips, or other events outside of the normal academic program should be conducted on the day of the visit.

*Pre-visit planning and preparation:* It is assumed that the school leader or designee will act as coordinator and liaison for onsite visits. The visit coordinator should be knowledgeable of the school's schedule, be able to communicate quickly with various stakeholders, and be able to work with colleagues to coordinate logistics of the onsite visit.

*Day of the visit:* The ESCCO representative and school leader(s) will meet to review the schedule for the day. If necessary, time will be spent with relevant staff to address any compliance and/or training matters, as well as to collect stakeholder data. The representative will conduct a building walkthrough, classroom observations, document reviews and will participate in a combination of group or individual interviews with multiple stakeholders groups. Interviews will be conducted using these [Site Visit Interview Questions](#). Additionally, compliance documentation submitted to date will be discussed with any concerns being addressed. School leadership should also plan to schedule time with ESCCO Coordinator to discuss academic performance measures.

A review of staff, student and special education files will be conducted by the ESCCO representative. Along with providing access to various areas of the school building and annex (if applicable) for inspection, the school will be asked to provide a number of documents to serve as evidence to support findings. Please see below for details regarding required documents/access:

- Access to student cumulative files
- Access to student special education files
- Access to staff files
- Access to classrooms
  - Teacher lesson plans (connected to state standards) available
  - Class list/roster available

- Class counts will be conducted
- Access to relevant staff to address any compliance and/or training matters
- Access to medication storage and distribution records
- Enrollment/attendance verification information:
  - Total number of students enrolled on date of visit
  - Total number of students counted absent on date of visit

*Classroom Observation Guidelines:* The purpose of classroom visits is to collect evidence and observe school-wide trends, not to evaluate individual teachers or teaching. Please inform staff in advance of the onsite review that classroom observations will be conducted. Teachers and students should be prepared for drop-in visitors on the day of the onsite review. Class visits should not disrupt the classroom or lesson. Teacher lesson plans and class lists/rosters should be available for all classrooms. The ESCCO representative(s) will be taking notes during the classroom visit. Here is the link to the [Onsite Review Data Collection Tool](#).

*End of visit debrief:* At the end of the onsite visit, The ESCCO representative will share a brief report-out. He or she may present concerns to the school leader prior to the report out. The purpose of the report out is to share general information regarding the findings of the onsite review, but will not provide any details. The school may ask questions about the site visit process and next steps. Any analysis presented at the report out is preliminary, and a subsequent onsite review report will present more detailed findings.

*Onsite visit report:* Following the visit, the ESCCO representative will generate a report that will be shared with the school leader(s), governing board members, and ESCCO Community School Department leadership. This report will include the following: (1) the information gathered during the visits; (2) a summary of relevant findings; (3) at least one area of improvement and suggested corrective action for that area; and (4) at least one area of strength for the school.

Please use this [Record Check Tools link](#) to view the guideline documents for student, staff and special education file review.

For further information regarding community schools and the roles of all parties involved with community schools, you may visit our [Community Schools webpage](#) where a guidance document is available.

## **FISCAL OVERSIGHT GUIDANCE** | Department of Community Schools

To: *Sponsored Community School Governing Board Members & Administrators*

From: *Sophia Speelman, Tamar Campbell, and James Marion, Coordinators*

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Sponsors are required to review the monthly financial statements of each of their community schools. Below is the protocol followed by the ESC of Central Ohio in its role as sponsor.

- I. Each month the ESC's treasurer or designee reviews the items below and requests that each school completes a checklist covering the items listed monthly. The treasurer or designee sends a written report to the school's governing authority within ten days of completion of the review.
  1. Bank Reconciliation with o/s checks
  2. Revenue report reflecting Budgeted Revenue (should match the submitted budget in October) to actual revenue
  3. Expenditure report reflecting Budgeted Expenditures (should match the submitted budget in October) to actual expenditures
  4. (If Available) Accounts Payment List \*NOTE: If this is not available, go ahead and check the box
  5. Enrollment information (could be from monthly DEW settlement report)
  6. Any other management reports reflecting financial information that would be helpful to an external reader
  7. Financial Monthly Summary (reflecting Beginning Balance, Monthly and Cumulative Revenue, Monthly and Cumulative Expenditure and Ending Balance - which should match the Reconciliation Book Balance)
  8. Detailed Monthly Revenue Ledger (should match both the Revenue Summary and Financial Summary)
  9. Detailed Monthly Expenditure Ledger (should match both the Expenditure Summary and Financial Summary).
- II. These items are submitted via the online compliance system known as Epicenter and reviewed monthly. If there are any issues or further clarifications needed, communications are sent back and forth via Epicenter. All notes are archived.
- III. In addition, the following documents are reviewed:
  - Audit Report



- Fiscal Officer Employment Agreement and Documents
  - Building Lease, Mortgage, & Asset Inventory
  - Audit Corrective Action Plan
  - Annual Budget, 5-Year Forecast (October Submission & May Revision), & DEW Required Fiscal Submissions
  - Federal Tax Form 990
- IV. The Coordinators of Community Schools also follow-up monthly on any concerns from the sponsor treasurer or designee at the board meetings. Weekly Wraps, Monthly Sponsor Updates, fall and spring site visits, and annual reviews are used to communicate and document fiscal updates.
- V. Monthly enrollment verification reports are reviewed by the coordinators and each month's enrollment for each school is documented in Epicenter and in a monthly departmental report.
- VI. Annual audits are reviewed and if there are any findings, a corrective action plan is issued.
- VII. Interventions: Fiscal oversight is referenced in the sponsorship agreement. If fiscal concerns arise, a corrective action plan is issued. If resolution cannot be reached, non-renewal could be initiated.

## **Renewal Process**

### **Introduction**

As a community school sponsor, the Educational Service Center of Central Ohio (ESCCO) provides technical assistance, oversight, fiscal and academic monitoring, and intervention, when needed, and is dedicated to best practices for effective school choice options for parents, as supported by the National Association of Charter School Authorizers (NACSA) and has the following goals:

**Education:** To monitor and assess the goals of the Educational Plan of the sponsorship agreement, aligning them with the Assessment and Accountability Plan/Performance Framework.

**Governance:** To monitor and assist with governance compliance.

**Finance:** To monitor and provide feedback for fiscal viability and sustainability – providing intervention, if needed.

**Accountability:** To monitor and evaluate legal compliance as well as all areas of the contract.

**Technical Assistance:** To provide technical assistance in all aspects of successful school programming.

### **Goals of Renewal Orientation**

Renewal orientation is conducted with the sponsor, governing boards, and school leaders of each school up for renewal. It is a means by which the elements of the renewal process are explained, along with discussion of the expectations of school performance relative to the criteria set forth in the performance framework for each school.

### **Renewal Process Overview & Timeline**

**Each Year of The Contract:** The Sponsor is communicating to the school and board and monitoring education, governance, finance, and accountability via site visits, weekly written communications, compliance monitoring of documents through the Epicenter on-line compliance system, board meeting attendance, monthly fiscal reviews, professional development, and an annual review. Throughout this process the ESCCO Governing Board is also updated on the process.

**Year Prior to Contract Expiration:** The Sponsor will provide school leaders with transparent expectations for renewal decision-making. Schools and their governing authorities are reminded that contract renewal applications are due September 30th of the year before their contract expires. This is done in visitations, letters, emails, site reports, annual review, and during sponsor updates at board meetings.

October-December: Contract renewal applications are reviewed internally and externally. A High Stakes Review occurs during the application process for renewal. The application is scored based on a rubric and results shared with ESCCO board and community school board (contract [renewal application with scoring rubric](#)).

January 15th: Schools that are being non-renewed are notified by this date.

Communication has been transparent throughout and they should be aware if this is coming.

January-February: Schools being renewed will work with the sponsor on statutory updates and modifications to the contract. Timelines will be communicated with a goal of having the contract renewed officially by both boards by April of the expiration year.

By June of Contract Expiration: Approved contract sent to the Department of Education and Workforce within ten business days of execution.

### **The Record of Performance (High Stakes Review)**

Consistent with the sponsor's sponsorship policies, the Sponsorship Contract, and best practices, the sponsor will conduct a high-stakes review. This high-stakes review is a rigorous evaluation of the school's academic, financial, operational, and governance performance against the Performance Framework included in the Contract over the term of the contract.

*Additional or fewer* measures may be used for different schools to appropriately evaluate their specific educational plans and in accordance with the graded measures on the state report card.

#### Part I: Student Performance

1. Overall School Grade/Rating
2. Achievement Component Grade/Rating
  - a. Performance Index\*
  - b. Indicators Met\*
3. Gap Closing Component Grade/Rating (Annual Measurable Objectives (AMOs)/Performance Goals)
4. Improving At-Risk K-3 Readers/Early Literacy Component Grade/Rating
5. Progress Component Grade/Rating
  - a. Value-added Overall\*
  - b. Value-added Gifted\*
  - c. Value-added Students with Disabilities
  - d. Value-added Lowest 20% in Achievement\*
  - e. Value-added Highly Mobile Students\*
6. Graduation Rate Component Grade/Rating
  - a. 4-year Graduation Rate\*

- b. 5-year Graduation Rate (Not individually rated for traditional community schools on state report cards beginning in 2021-2022 school year; Sponsor will assign points)
  - c. 6-year Graduation Rate (dropout prevention and recovery schools only)
  - d. 7-year Graduation Rate (dropout prevention and recovery schools only)
  - e. 8-year Graduation Rate (dropout prevention and recovery schools only)
7. Prepared for Success Component/College, Career, Workforce, and Military Readiness Component Grade/Rating (starting in 2021-2022, the overall component is not rated, and the measures are not individually rated; report only until at least the 2024-2025 school year)
- a. ACT: Participation
  - b. ACT: Remediation-Free
  - c. SAT: Participation
  - d. SAT: Remediation-Free
  - e. Honors Diploma
  - f. Industry-Recognized Credential
  - g. Advanced Placement: Participation
  - h. AP: Advanced Score of 3 or Better
  - i. Dual Enrollment Credit
  - j. International Baccalaureate
  - k. IB: Exam Score of 4 or Better
8. Is the school meeting mission-specific academic SMART goals (student performance on other valid and reliable assessments, student engagement, student discipline, attendance and postsecondary outcomes, credits earned, etc.)?
9. How is the school performing in comparison to other community schools?

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

*The measures for dropout prevention and recovery schools will align to the report card for these schools.*

#### Part II: Fiscal Performance/Financial Viability

- 1. Current Ratio: Current Assets divided by Current Liabilities
- 2. Unrestricted Days Cash: Unrestricted Cash/365
- 3. Debt Default: Is the school able to meet its debt obligations or covenants?
- 4. Enrollment Variance: Sufficiency of revenues to fund ongoing operations
- 5. Debt to Asset Ratio: Total Liabilities/Total Assets

### Part III: Organizational Performance Framework

1. Educational Program
  - a. Is the school implementing the material terms of the educational program as defined in the current charter contract?
2. Education Requirements
  - a. Is the school complying with applicable education requirements?
3. Students with Disabilities
  - a. Is the school protecting the rights of students with disabilities?
4. English Learners (EL) Students
  - a. Is the school protecting the rights of English Learner (EL) students?
5. Financial Reporting and Compliance
  - a. Is the school meeting financial reporting and compliance requirements?
6. Financial Management and Oversight
  - a. Is the school following Generally Accepted Accounting Principles (GAAP)  
– school received a clean audit from the Auditor of State.
7. Governance Requirements
  - a. Is the school complying with governance requirements?
8. Management Accountability
  - a. Is the school holding management accountable, if applicable?
9. Reporting Requirements
  - a. Is the school complying with reporting requirements?
10. Students and Employees
  - a. Is the school protecting the rights of all students and employees?
  - b. Is the school respecting employee rights?
  - c. Is the school complying with health and safety requirements?
  - d. Is the school handling information appropriately?
11. Additional Obligations
  - a. Is the school complying with other obligations?

### Suspension of Operation/Termination

- **If a school is closed due to suspension, nonrenewal, or termination, the ESCCO will implement the policies and procedures for closure of the school as set forth in the “Plan of Action Suspension or Closure of Community Schools, ESC Department of Community Schools Policy No. 9,” provided, however, that the ESCCO reserves the right, in its sole discretion, to vary the Plan of Action as required by the unique circumstances raised by a particular closure. Additionally, the ESCCO will follow DEW’s guidance and suspension/closing assurance form for closure. This guidance and form is found in Exhibit 5 of each contract, and a link to DEW’s guidance and form is included in Policy 9. The ESCCO will also communicate with parents and assist in transition activities to proactively help families find new schools. In carrying out the Plan of Action, support services from the ESCCO will be accessed based upon the individual needs and circumstances of the school.**

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 Department of Education and Workforce 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 Community School do not comply with health and safety standards established by law for school buildings, the SPONSOR shall immediately suspend the operation of the Community School by sending a written notice of suspension to the GOVERNING AUTHORITY.
4. If the SPONSOR determines to suspend the operation of the 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 1 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 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 Department of Education and Workforce. 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 Department of

Education and Workforce, shall be used for nonprofit educational purposes, and (ii) remaining funds received from the Department of Education and Workforce shall be returned to the Department of Education and Workforce.

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 Department of Education and Workforce 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 guidance published by the Department of Education and Workforce, which correspond thereto.

The GOVERNING AUTHORITY and SCHOOL shall comply with Department of Education and Workforce guidance, including the suspension/closing assurance form, related to community school closure. (See attachments to contract.)

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

## **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 after September 30<sup>th</sup> and has not already signed a conflicts of interest statement for the current year, the statement must be signed as soon as possible, but no later than 14 days after assuming the sponsoring responsibilities.

#### **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 ESCCO becomes aware of a potential conflict, actual or perceived, it will take steps to determine if an actual conflict exists. In order to make such a determination, ESCCO may require the official, staff member, contractor, or any other person with the potential conflict to provide additional information and/or documents to ESCCO. As part of this process, ESCCO will also 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. The resolution of the conflict may require that the official, staff member, contractor, or any other person be removed from the conflict situation. If necessary, ESCCO may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy.

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

*Amended: February 28, 2020.*

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**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 30<sup>th</sup>. If an official, board member, staff member, contractor, etc. is assigned sponsoring responsibilities after September 30<sup>th</sup> and has not already signed a conflicts of interest statement for the current year, the statement must be signed as soon as possible, but no later than 14 days after assuming the responsibilities.

*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 ESCCO becomes aware of a potential conflict, actual or perceived, it will take steps to determine if an actual conflict exists. In order to make such a determination, ESCCO may require the official, staff member, contractor, or any other person with the potential conflict to provide additional information and/or documents to ESCCO. As part of this process, ESCCO will also 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. The resolution of the conflict may require that the official, staff member, contractor, or any other person be removed from the conflict situation. If necessary, ESCCO may seek additional personnel to take the place of the person who excused themselves from a matter pursuant to this policy.

*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.

Application reviewers will receive annual training regarding the application protocols and rubric criteria, which includes reviewer calibration, prior to reviewing applications. For purposes of this Policy and related practices, "calibration" means the process of configuring an application instrument to provide a result for a sample within an acceptable range by eliminating or minimizing factors that cause inaccurate measurements. Each reviewer will individually score and document the rating for rubric criteria.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*  
*Amended: February 28, 2020; March 27, 2020, February 26, 2021*

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## 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 Department of Education and Workforce 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*  
*Amended: February 26, 2021*

## **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 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*  
*Amended: February 26, 2021*



## **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.

Application reviewers will receive annual training regarding the application protocols and rubric criteria, which includes reviewer calibration. For purposes of this Policy and related practices, “calibration” means the process of configuring an application instrument to provide a result for a sample within an acceptable range by eliminating or minimizing factors that cause inaccurate measurements. Each reviewer will individually score and document the rating for rubric criteria.

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

*Amended: March 27, 2020, February 26, 2021*

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## **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, the Contract, and the Department of Education and Workforce's Closing Guidance, 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 Suspension or Closure of Community Schools, the current version of the "Ohio Department of Education and Workforce's Community School Suspension and Closing Procedures" and "Suspension and Closing Assurances Form," 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 27, 2019; February 28, 2020; February 25, 2022; February 24, 2023*

## **Plan of Action Suspension or Closure of Community Schools**

### **ESC Department of Community Schools Policy No. 9**

ESCCO has an obligation to oversee the suspension or closure of one of its community schools. In order to avoid unnecessary disruptions that may result from the suspension or 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 is suspended or closes. Each school suspension or 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.

#### **Plan of Action if School is Suspended, Experiences Financial Difficulties or Closes Prior to the End of a School Year**

Whenever ESCCO becomes aware of information indicating that a community school is experiencing financial difficulties or is closing, or if the sponsor sends written notification of intent to suspend the school, 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 and governing authority with the current version of the Ohio Department of Education and Workforce's "Community School Suspension and Closing Procedures" and "Suspension and Closing Assurance Form" ("DEW's Procedures"). The Coordinator will review DEW's Procedures and this Plan of Action policy and checklist with the school and determine whether, due to facts and circumstances present at the time, any modification is needed to the steps required thereunder.

The governing authority and/or school administration/treasurer are required to complete those items on DEW's Suspension and Closing Assurance Form, and this Plan of Action policy and checklist, for which they are listed as an anticipated school official and/or as a responsible party. Specific assignments between the governing authority and school administration/treasurer/staff will be determined based on school structure and staff availability. However, modification may be needed if the school is not able or willing to fulfill its responsibilities. If the school utilizes a management company, employees of the management company can fulfill school requirements for items that fall within the contracted services provided. However, the school governing authority and school administration are responsible for ensuring its obligations are met.

Within 24 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 oversee 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 DEW that the school will close within 24 hours of the action to suspend or close the school. If the school is unable/unwilling to make such communications, ESCCO will communicate with the parents, staff and DEW unilaterally. The school governing authority must immediately secure all records, and the ESCCO treasurer will ensure all records are immediately secured during the closing. ESCCO treasurer will take possession of and secure the school's records, property and assets as set forth in the [Suspension of Operation/Termination](#) section of the Guidance document, the checklist attached to this policy, and DEW's Procedures. 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.

### End of Year Closures

In cases where the school will close at the end of the school year, the Coordinator will supply the school's administration and governing authority with the current version of the Ohio Department of Education and Workforce's "Community School Suspension and Closing Procedures" and "Suspension and Closing Assurance Form" ("DEW's Procedures"). The Coordinator will review DEW's Procedures and this Plan of Action policy with the school administration and governing authority and determine whether, due to facts and circumstances present at the time, any modification is needed to the steps required thereunder.

The governing authority and/or school administration/treasurer are required to complete those items DEW's Suspension and Closing Assurance Form, and this Plan of Action policy and checklist, for which they are listed as an anticipated school official and/or as a responsible party. Specific assignments between governing authority and school administration/treasurer/staff will be determined based on school structure and staff availability. However, modification may be needed if the school is not able or willing to fulfill its responsibilities. If the school utilizes a management company, employees of the management company can fulfill school requirements for items that fall within the contracted services provided. However, the school governing authority and school administration are responsible for ensuring its obligations are met.

### All Closures

ESCCO will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department of Education and Workforce. ESCCO will submit the required closing assurances to DEW following the closing of the school and the disposition of the school's funds and assets.

The attached list outlines the overarching responsibilities for the various stakeholders over the course of the closure process; it reiterates, elaborates, and organizes some of the responsibilities already listed above while introducing responsibility not already listed. The attached list conforms to DEW's Suspension and Closing and Assurances Form, and all ODE-issued documents should

be consulted in conjunction with this policy. Based on the unique facts and circumstances of a school at the time of closure, the Sponsor may modify the organization or individual responsible for completing a task as necessary to ensure task is completed in an orderly and timely manner.

Sponsor staff will also monitor the closure process, and, if a school governing authority and/or school staff are not able or willing to fulfill their responsibilities, the Sponsor will assume responsibility for all closure activities.

**Attachment:** ESC of Central Ohio Suspension or Closure of Community School Checklist

**Cited Resources:** [Department of Education and Workforce's "Community School Suspension and Closing Procedures"](#) and ["Suspension and Closing Assurance Form"](#) ("DEW's Procedures") as last updated April 2023.

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

*Amended: February 28, 2020; reapproved September 25, 2020; Amended February 25, 2022; February 24, 2023; April 28, 2023*



**ESC of Central Ohio Suspension or Closure of Community School Checklist**

As part of Policy 9, Plan of Action Suspension or Closure of Community Schools, the following list outlines the steps necessary to complete DEW's Suspension and Closing Assurances Form and the responsibilities of the Sponsor, school governing authority, school staff, and school treasurer regarding closure. The ESCCO Coordinator who is the lead contact for a school will complete this form as part of the Coordinator's responsibility to oversee the progress of the closure. For any task with multiple subparts, the Coordinator will note when and by whom those individual subparts are completed instead of one date and name for all of them combined. The ESC Department of Community Schools reserves the right to revise the ESCCO official assigned to any and all specific tasks below, or the ESCCO official responsible for overseeing the closure, based on the facts and circumstances of each school closure.

The anticipated responsible party or steps indicated below may be modified in accordance with Policy 9 based on each school's individual circumstances. Specific assignments between governing authority and school administration/treasurer/staff will be determined based on school structure and staff availability. If the school utilizes a management company, items assigned to school administration/treasurer/staff can be fulfilled by the management company for items that fall within the contracted services provided. The steps may also be modified as needed for suspensions and nonrenewals. The ESCCO Coordinator who is the lead contact for a school is responsible for any modifications, with the approval of the Deputy Superintendent. Modification may also be needed if the governing authority and/or school administration/treasurer are not able or willing to fulfill their responsibilities. In such event, the ESCCO official responsible for overseeing the task will be responsible for its completion. In accordance with Ohio law and Department of Education and Workforce Guidance, Sponsor retains primary responsibility to ensure all closure activities are completed.

<b>Task Explanation</b>	<b>Anticipated School Official Assigned to Task</b>	<b>ESCCO Official Assigned to Task</b>	<b>Date Completed</b>	<b>Completed By</b>
Contact school upon learning that school is experiencing financial difficulties, is considering closing, or will be suspended to assess proper ESCCO action.		Coordinator		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<p>If intervention is proper course of action, transition to procedures under Policy Number 6.</p> <p>If school will proceed with suspension or closing, supply administration with DEW Closing Procedures and Assurances Form, and ESCCO's Plan of Action policy and checklist and schedule meeting with school governing authority (GA) and administration to review same.</p>		Coordinator		
<p>Review DEW Closing Procedures and Assurances Form with school GA and administration (and management company if applicable) to assign tasks and assess timing and logistics.</p>	School GA and administration; management company if applicable	Coordinator		
<p>Review ESCCO's Plan of Action policy and checklist, with school GA and administration (and management company if applicable) to re-assign tasks as needed and assess timing and logistics.</p>	School GA and administration; management company if applicable	Coordinator		
<p>Determine whether ESCCO should act as receiver or instead appoint a receiver to oversee closure of financial records and asset distribution. (Only required if the School does not retain a treasurer to oversee remaining financial activities.)</p>		ESC Dept. of Comm. Sch. makes recommendation to the ESC Board		
<p>Cooperate with Sponsor to ensure an orderly closure/suspension process and to ensure the needs of students are met.</p>	School GA and administration/ staff; management company if applicable			

<b>Task Explanation</b>	<b>Anticipated School Official Assigned to Task</b>	<b>ESCCO Official Assigned to Task</b>	<b>Date Completed</b>	<b>Completed By</b>
If School is willing and able to complete all necessary steps to close the School, oversee progress and facilitate ESCCO's aid in completing the closure.		Coordinator		
If School is unwilling and unable to fulfill its responsibility to complete all necessary steps to close the School, assign ESCCO personnel responsible to complete any missing necessary steps.		Deputy Superintendent		
Notify DEW of closure, including a written timeline of all tasks that will ensure a smooth and compliant transition. (If closing during school year, notify OCS within 24 hours. In other cases, notify within 10 days per DEW Procedures.)		Coordinator		
For mid-year suspension or closure, submit estimated timeline to Office of Community Schools within 10 days of notification. For end of year closure, submit estimated timeline via Epicenter.		Coordinator		
Notify area coordinator's officer and schedule final FTE review within 3 days of action.	School fiscal officer	Coordinator to monitor to ensure FTE review timely scheduled		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<p>For mid-year suspensions/closures, notify staff by formal letter within 24 hours of action to close school, including:</p> <ul style="list-style-type: none"> <li>• Reason(s) for closure or suspension;</li> <li>• Status of any legal action or appeal;</li> </ul> <p>Second notification by letter to staff within seven days, including:</p> <ul style="list-style-type: none"> <li>• Their obligation to continue working through official closing date;</li> <li>• Provide sponsor contact information to staff;</li> <li>• Plan to assist students in finding new schools;</li> <li>• Date of last salary check, instructions on filing for unemployment benefits, date of termination of employee's benefits, last day of work, any assistance to be provided to find new positions, and where suspension or closure plan, procedures, and timeline can be found;</li> <li>• Update Resident Educator documentation as needed and make available to affected teachers; and</li> <li>• Update LPDC information as needed and make available to affected teachers.</li> </ul> <p>Notification timing for other closures in accordance with DEW Procedures.</p>	<p>GA; school administration to assist</p>	<p>Coordinator to ensure completed within time limits</p>		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<p>For mid-year suspension/closing, notify parents through formal letter from Governing Authority within 24 hours of the action to close the school, including:</p> <ul style="list-style-type: none"> <li>• Reason for suspension or closing;</li> <li>• Information regarding school choice options, including the possibility of remaining at the school facing closure in the case it were to win an appeal and options for other suitable schools students might attend;</li> <li>• Mechanism for confirmation of parental receipt;</li> <li>• Establish a parent meeting to discuss closure timeline and processes;</li> <li>• Provide location where their student’s records will be sent; and</li> <li>• Provide contact information for the sponsor to answer ongoing questions and concerns.</li> </ul> <p>Parent notification must be made by March 1 for nonrenewal; other closures by April 15, in accordance with DEW Procedures.</p>	GA; school administration to assist	Coordinator to provide sponsor contact information and ensure notification completed within time limits and includes information required per DEW Procedures		
Post contacts for assistance and general questions on School and Sponsor website.	GA; school administration to assist	Coordinator for Sponsor website		
Hold information meeting mentioned in parent notification above regarding options for students.	GA, school administration to assist	Coordinator also to attend		
Secure all records, property, and assets upon the School’s suspension or closure in accordance with DEW Procedures for mid-year or end-of-clear closures and Suspension of Operation/Termination section of this Guidance Document.	GA to secure records	Coordinator and ESCCO Treasurer to assure secured		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Upon closure, transfer financial and enrollment records to ESCCO treasurer in accordance with DEW Procedures for mid-year or end-of-clear closures and Suspension of Operation/Termination section of this Guidance Document.	GA and/or school treasurer	ESCCO Treasurer to monitor		
If the School has not transferred all records, property, and assets within 30 days of the School's suspension or closure, notify legal counsel and determine best course of action to secure the same.		ESCCO Treasurer		
Notify STRS and SERS of closure and ensure related contributions are current.	GA and school treasurer	Coordinator to assure completed; ESCCO Treasurer to assist with notices if needed		
Conduct a student enrollment/FTE review in conjunction with area coordinator, ideally within seven days of closing.	GA, school administration/ staff/treasurer to perform actions required per FTE Review Manual	Coordinator to monitor to ensure review completed in timely manner and attend exit conference		
Clarify COBRA benefits and when medical benefits end. Timing per DEW Procedures.	School treasurer/fiscal officer	Coordinator to assure completed; ESCCO Treasurer to assist if needed		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Review the financial records of the school within seven days of notice of suspension/closure.	School treasurer to assist and cooperate	ESCCO Treasurer		
Compile list of vendors, creditors, and debtors.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
Notify vendors of closure, terminate contracts, retain records of past contracts and payments, and ask contractors to remove their property from school grounds as necessary.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
Notify creditors of closure, request a final accounting of debt from each creditor, reconcile their reported number with the school's internal records, and negotiate debt settlements when possible.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
Notify debtors of closure, request payment, turn debt over to debt collection agency if absolutely necessary, and retain records of payments and actions regarding debtors.	School treasurer	ESCCO Treasurer to monitor and, as needed, assist		
Organize student records, including: <ul style="list-style-type: none"> <li>• Ensure records and transcripts are ready for immediate transfer/delivery;</li> <li>• Compile a list of graduated students for future reference;</li> <li>• Continue to report EMIS data;</li> <li>• Ensure data and information needed for the FTE closure review is available;</li> </ul>	School administration / treasurer	Coordinator to monitor, review records of graduates, and, as needed, assist to ensure records delivered as required		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<ul style="list-style-type: none"> <li>• Deliver student data, including special education records as necessary, to each student’s district of residence within seven business days of closing, obtaining a signature of the person at the school receiving these documents; and</li> <li>• Maintain an updated list of the delivered student records from item above for the sponsor’s review.</li> </ul>				
<p>Account for and dispose of assets, including:</p> <ul style="list-style-type: none"> <li>• Notify the Auditor of State of closure and to schedule final audit (Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.);</li> <li>• Establish asset lists including inventory with the price of each item.</li> <li>• Establish the fair market value of assets;</li> <li>• Identify staff who have legal authority to implement payment processes;</li> <li>• Establish disposition plan for remaining items;</li> <li>• Notify DEW and public media regarding a public auction to dispose of property;</li> <li>• If assets are transferred to another school at no cost, provide board resolutions and minutes regarding such transfers;</li> <li>• If applicable, identify any Ohio Facilities Construction Commission guarantees, and notify OFCC within seven days if school received such a facilities grant;</li> <li>• If any federal fund purchases are valued at \$5,000 or more, complete necessary additional actions;</li> <li>• If any assets were purchased using Public Charter School Program grant funding or National School Lunch</li> </ul>	<p>School administration / treasurer</p> <p>GA to pass resolutions per DEW Procedures</p>	<p>ESCCO Treasurer to monitor and, as needed, assist</p>		



Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
<p>Program funds, consult DEW Assurances form regarding disposition of those assets;</p> <ul style="list-style-type: none"> <li>• Track the sale of items and maintain supporting documentation; and</li> <li>• If real property for the school was acquired from a public school district, offer the property back to that board of education at fair market value, or, if that board does not accept within 60 days, dispose of property in another lawful manner.</li> </ul>				
<p>Prepare itemized financials, including:</p> <ul style="list-style-type: none"> <li>• Year-end statements;</li> <li>• A cash analysis as of the closing date;</li> <li>• Separate lists of the following: <ul style="list-style-type: none"> <li>i. investments;</li> <li>ii. payables;</li> <li>iii. unused checks;</li> <li>iv. petty cash;</li> <li>v. bank accounts;</li> <li>vi. payroll reports;</li> <li>vii. accounts receivable; and</li> <li>viii. assets</li> </ul> </li> <li>• Documentation regarding enrollment/FTE review</li> </ul>	School administration / treasurer	ESCCO Treasurer to monitor and, as needed, assist		
<p>Monitor and maintain finances, even well after closing date, due to the delayed nature of various payments, settlements, and dispositions.</p>	School administration/ treasurer to cooperate/ assist as needed	ESCCO Treasurer		

Task Explanation	Anticipated School Official Assigned to Task	ESCCO Official Assigned to Task	Date Completed	Completed By
Submit quarterly Suspension and Closing Assurances reports to DEW until all items are complete.		Coordinator		
Send all the remaining funds to the Department of Education and Workforce, Office of Budget and School Funding for final disposition. (Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)	School treasurer	ESCCO Treasurer		
Submit Suspension and Closing Assurance Form attesting that all necessary notifications and actions are completed.		Coordinator		

Date approved by the ESC of Central Ohio Governing Board: September 25, 2020; Amended: February 25, 2022; February 24, 2023; April 28, 2023

## **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.
- 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 technical assistance to the schools.

Dates approved/amended by the ESC of Central Ohio Governing Board: *March 23, 2018*  
*Amended: February 26, 2021*

## **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 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*  
*Amended: February 26, 2021*

## **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 the internal improvement process 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 1st of each year. ([Policy No. 12](#))

## **Appendix A –Flexibility During Periods of Declared Emergencies**

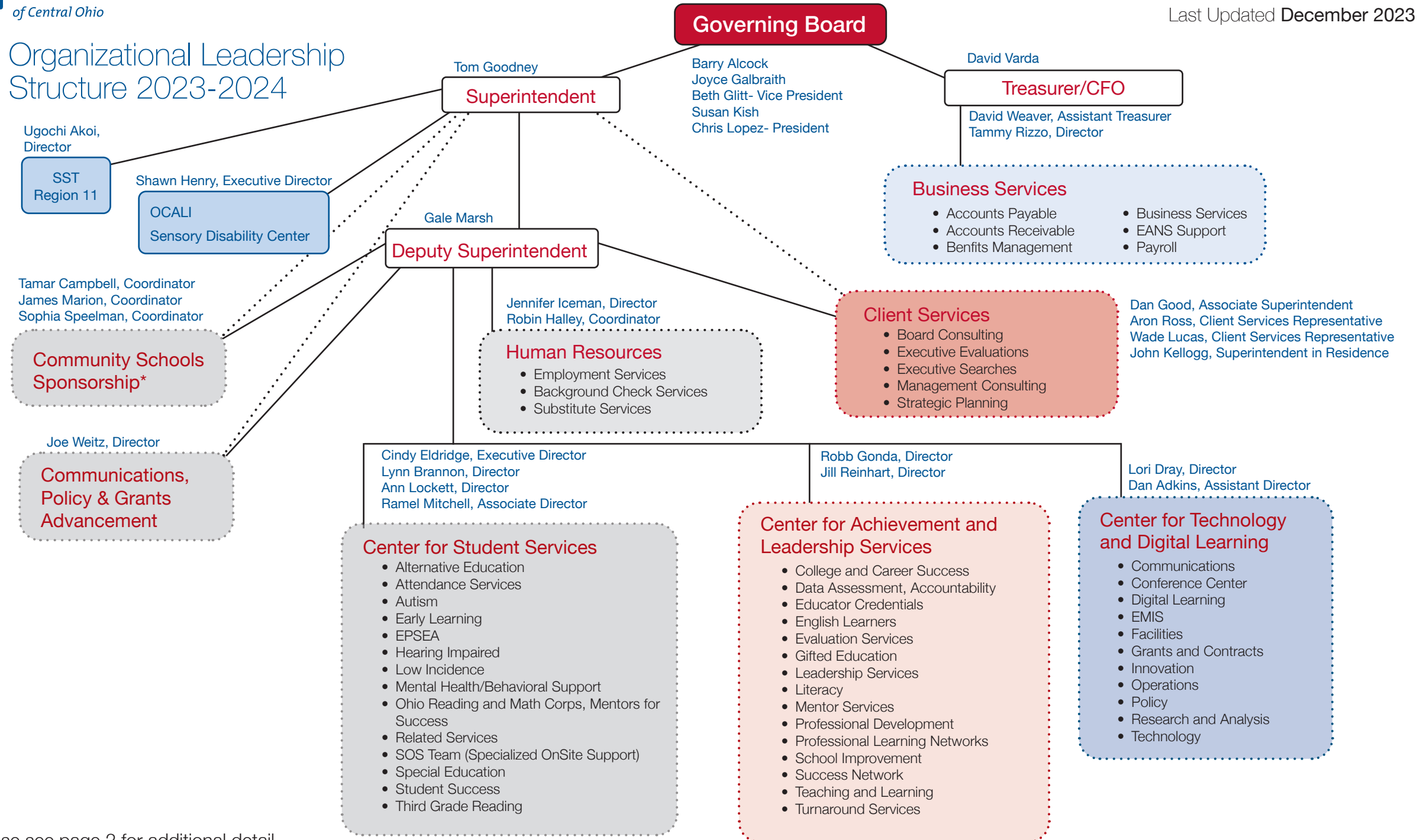
Despite the best intentions and the extensive planning of the Parties, sometimes, as demonstrated by the Coronavirus Pandemic in 2020, periods of emergency will occur which make it impossible to observe all of the requirements set forth in law, the Sponsorship Agreement and the ESCCO’s policies, procedures and practices (the “Standard Practices”). To that end, during any period of an emergency declared by legally constituted national, state, or local authorities, ESCCO and the School commit themselves to using the flexibility given to them by law, the Agreement, and/or the ESCCO’s policies, procedures, and practices to make necessary adjustments in order to achieve the paramount goal of assuring the quality education of the students enrolled in the School. In exercising this flexibility, the Sponsor will engage in communications with the School to determine what, if any, adjustments need to be made. To the extent practicable, the Parties will continue the Standard Practices. To the extent that the nature, scope, and duration of the declared emergency makes it impossible or impracticable to perform a particular practice, however, the Parties will discuss the practice and alternatives that will, to the extent possible, preserve the goal of the practice. The ESCCO will then communicate the changes to the Standard Practices to the School.

As a point of illustration, during the Coronavirus Pandemic, ESCCO is exercising flexibility in the Standard Practices that includes but is not limited to the following:

1. Allowing use of a virtual platform such as Zoom to complete anything that could require in person contact if the practice cannot or should not occur in person, such as face to face Annual Reviews, Site Visits, in-person professional development, Opening Assurances, academic meetings, etc.
2. For classroom walkthroughs, recorded or live lessons would be accepted when done virtually to accommodate all parties’ schedules.
3. Any document requiring the academic performance framework will need adjusting, such as the contractual performance framework, Annual Performance Report, High Stakes Review template, etc. An adjustment to those documents will be made reflecting that the academic performance framework originally used will need different data points due to the cancellation of state testing and its effects on report cards in the 2019-2020, 2020-2021 and 2021-2022 school years. An agreed upon data substitution will be made.

The flexibility granted for the Standard Practices may vary from School to School, depending on the need to assure a quality education of the students enrolled in the School, the challenges faced by a particular School and the nature, scope and duration of the declared emergency. For instance, because of the scope and duration of the Coronavirus Pandemic, the General Assembly has passed emergency legislation that will help guide the Parties’ exercise of flexibility in the Standard Practices. If, however, a School faces another emergency in the future that is declared by its local health authorities, the General Assembly may not take similar actions, resulting in less extensive options available to the Parties. As a result, the amount of flexibility will vary on a case-by-case basis.

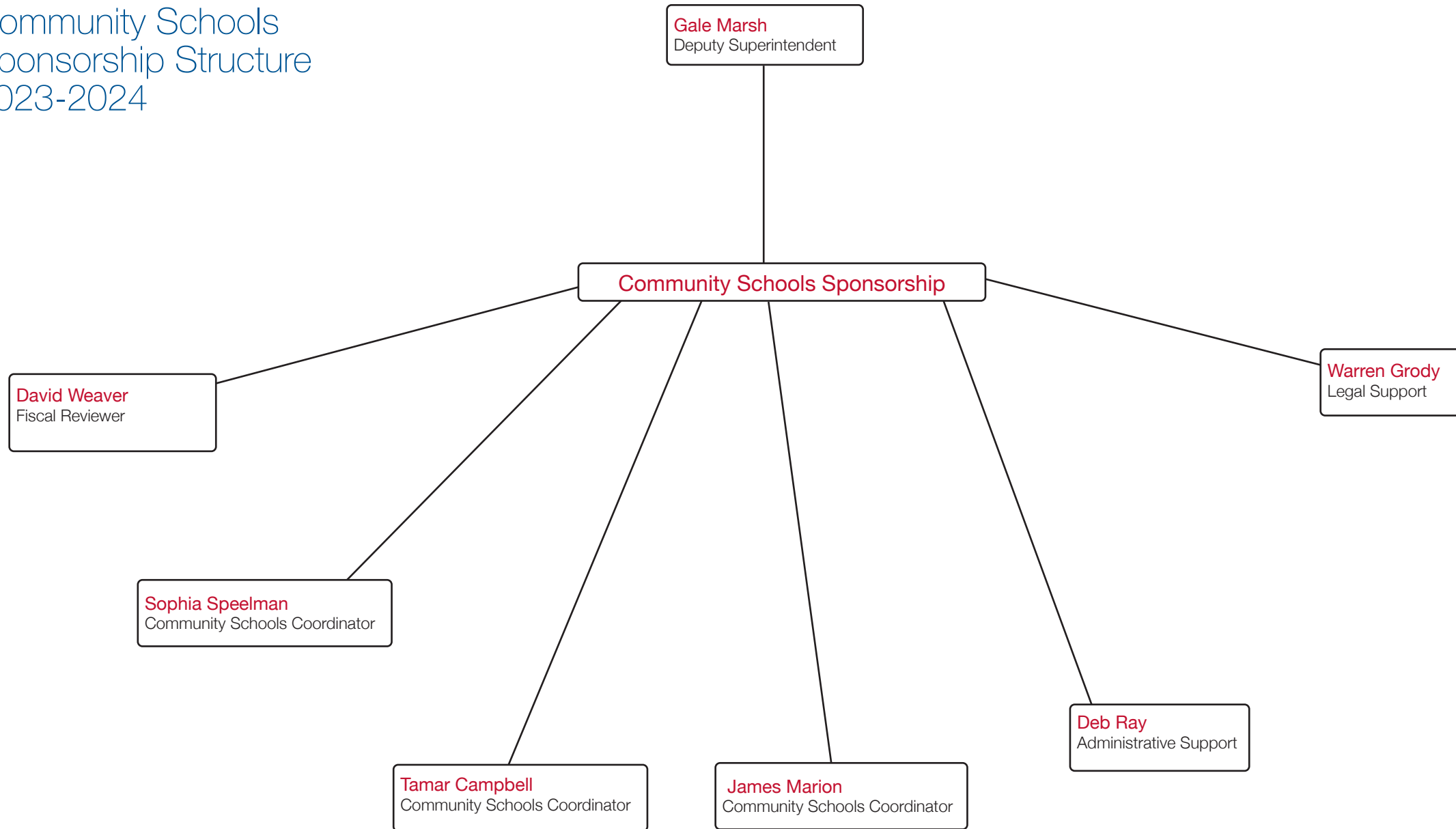
# Organizational Leadership Structure 2023-2024



\*Please see page 2 for additional detail.



# Community Schools Sponsorship Structure 2023-2024





**RESOLUTION TO APPROVE UPDATE OF DEPARTMENT OF  
COMMUNITY SCHOOLS GUIDANCE DOCUMENT, POLICIES  
FOR PLAN OF ACTION SUSPENSION OR CLOSURE OF  
COMMUNITY SCHOOLS AND SUSPENSION OR  
CLOSURE OF COMMUNITY SCHOOL CHECKLIST**

Approved an update to ESC of Central Ohio Department of Community Schools Guidance Document and Board Approved Policies for Plan of Action Suspension or Closure of Community Schools, ESC Department of Community Schools Policy No. 9, and ESC of Central Ohio Suspension or Closure of Community School Checklist, as presented.

***Certification***

I hereby certify that the foregoing resolution was duly adopted by the Governing Board of the Educational Service Center of Central Ohio on April 24, 2023 at a duly called regular meeting of said Board.



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